

REPUBLIC OF ALBANIA
NOTARIES CHAMBER OF TIRANA
No. _____ Rep. _____
No. _____ Col. _____

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the "Agreement") is entered into as of the 28 day of April, 2006, between:

- **INTERCHANGE GROUP LIMITED**, a company established and existing under the laws of United Kingdom, registered with the Commercial Register of the United Kingdom, with certificate of registration no.2013410 dated 23.04.1986, having its registered office in the address: Interchange Park, Newport Pagnell, Bucks, England, MK16 9PS, represented by Mr. Barry Fairburn and Mr Phillip Jones, duly authorized for the purposes hereof (hereinafter referred to as the "Seller");

and

- **ANTEL SH.P.K.**, a company established and existing under Albanian legislation, registered with Albanian Commercial Register by decision no. 24603, dated 02.11.2000 of Tirana District Court, having its registered office in the address: Rr. Gani Domi, Pall. 4, Shk. 3, Ap. 44, Tirana, represented by Mr. Albert Balla, in its quality of sole shareholder and administrator of the company (hereinafter referred to as the "Purchaser").

Purchaser and Seller being hereinafter, from time to time, referred to as the "Parties".

WHEREAS

- (i) The Seller owns 60 % of the share capital of the company "Interchange Antel" Sh.p.k., a company established and existing under Albanian legislation, registered with the Albanian Commercial Register by decision no. 28930, dated 27.01.2003 of Tirana District Court (hereinafter referred to as the "Company"), which authorized and outstanding capital amounts to Lek 100,000, divided into 100 shares with nominal value of Lek 1,000.
- (ii) The Purchaser owns 40 % of the Company's share capital. The Purchaser hereby declares and confirms that is acquiring all shares owned by the Seller in the Company's share capital. Therefore, the Purchaser will become the sole owner of the Company's entire share capital according to the terms and conditions set forth in this Agreement. The Seller hereby recognizes and confirms that is transferring the ownership title on its shares in the Company's share capital in favor of the Purchaser.
- (iii) By resolution dated 16th January 2006, the Seller's Board of Directors decided to approve the transfer of shares owned in the Company's share capital to the Purchaser.

- (iv) By resolution dated 07.02.2006, the Purchaser's sole shareholder decided to approve the purchase of the shares owned by the Seller in the Company's share capital.

Now, therefore, in consideration of the foregoing and the mutual promises contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Article 1 – Purpose of the Agreement

Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase 60 % of the Company's Shares from the Seller and the Seller agrees to transfer and deliver 60 % of the Company's Shares to the Purchaser, free and clear of any liens, securing charge, encumbrances, claims, liabilities, restrictions and third party rights.

Article 2 – Purchase price

The purchase price for the shares shall be sixty thousand lek (the "Purchase Price") and payment shall be done by bank transfer.

Article 3 - Representations and Warranties of the Seller

The Seller hereby represents and warrants the Purchaser that:

- (i) The Seller has full power, capacity and right to execute this Agreement and to perform the obligations hereunder.
- (ii) The Seller is the legal owner of the shares free and clear of any lien.

Article 4 - Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants the Seller that it has full power, capacity and right to execute this Agreement and to perform the obligations hereunder.

Article 5 - Governing law and dispute settlement

5.1 This Agreement shall be governed and construed in accordance with the Albanian law.

5.2 All disputes arising between the parties with regard to the execution of this Agreement, which cannot be settled in an amiable manner, shall be resolved by Tirana District Court.

Article 6 - Amendments

No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless the same will be in writing and signed by or on behalf of each Party.

Article 7- Severability

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Article 8 – Waiver

No waiver by any party of any default or breach by the other party of any representation, warranty, covenant or condition contained in this Agreement, shall be deemed to constitute a

waiver of any subsequent default or breach by such party of the same or any other representation, warranty, covenant or condition.

Article 9 - Notices

9.1 Any notice or communication hereunder must be in writing and given: (i) by depositing the same in the mail, addressed to the Party to be notified, postage prepaid and registered with return receipt requested and received, (ii) by sending the same by express courier, or (iii) by delivering the same in person. Such notice shall be deemed received on the date on which it is hand-delivered or on the second business day following the date on which it was sent by express courier. If sent by registered mail, such notice shall be deemed received on the third business day following the date on which it is so mailed.

9.2 For purposes of giving notice, the addresses of the Parties shall be:

For the Seller: Interchange Group Limited, Interchange Park, Newport Pagnell, Bucks, England, MK16 9PS

For the Purchaser: Rr. Gani Domi, Pall. 4, Shk. 3, Ap. 44, Tirana

Article 10 - Entire Agreement

10.1 This Agreement sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof, and supersedes all prior agreements and understanding, both written and oral, among the Parties, with respect to the subject matter hereof.

10.2 The Parties have signed this Agreement in 1 (one) copies in English language, having the same value and deemed as original, as of the first date written below.

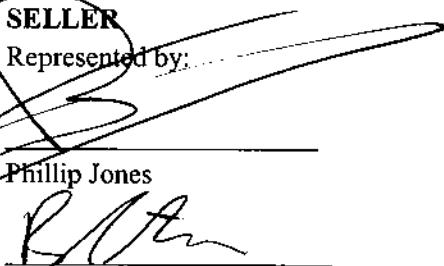
IN WITNESS WHEREOF, I the undersigned Notary Public, hereby read in loud voice all the above to the Parties, Mr Phillip Jones and Mr Barry Fairburn, representatives of the Seller, duly identified by the production of their passports. The Parties declared to me that they understand the content of this Agreement, and as far as it expresses their free and full will, they executed the same in front of me, Notary Public.

Given under my hand and seal in compliance with the laws of the United Kingdom, this the 28th day of April 2006.

SELLER

Represented by:

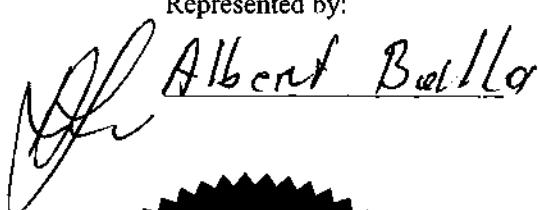
Phillip Jones



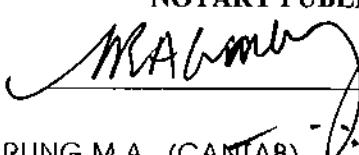
Barry Fairburn

PURCHASER

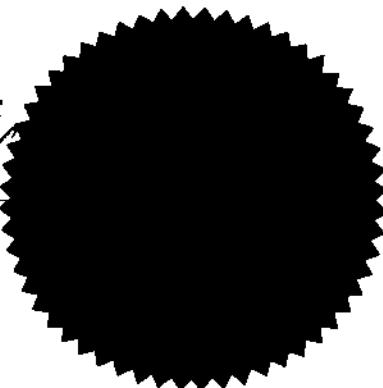
Represented by:


Albert Balla

NOTARY PUBLIC


V.R.H. GARLING M.A., (CANTAB)
NOTARY PUBLIC

BROADWAY CHAMBERS
LETCHWORTH, HERTS SG6 3AB



REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
Nr. 12093 Rep.

Tirane, me 6.10.2006

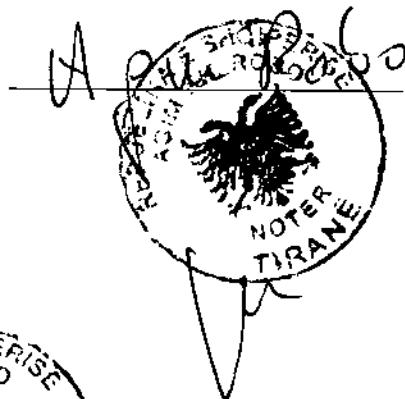


VERTETIM

Ne Tirane, sot me 6.10.2006, perpara meje Noterit te Dhomës se Notereve Tirane, u paraqit personalisht Z. Albert Balla, shtetas shqiptar, mbajtes i pasaportes me nr. Z0321746, madhor e me zotesi te plete juridike per te vepruar, per identitetin e te cilit u binda nga dokumentat qe ai me paraqiti.

Pasi une Noteri, ia lexova dhe ia shpjegova aktin bashkengjitur ketij vertetimi me ndihmen e perkthyeses Iva Duka, ai me deklaroit se e kupton, e pranon dhe se e ka hartuar ate ne perputhje te plete me vullnetin e tij te lire dhe e nenshkuaran rregullisht ne pranine time, gje te cilen une Noteri e vertetoj sipas ligjit

N O T E R



MARREVESHJE PER SHITJE KUOTASH

Sot me 28.01.2006, lidhet kjo Marreveshje per Shitje Kuotash ("Marreveshja"), midis:

INTERCHANGE GROUP LIMITED, shoqeri e themeluar sipas legjislacionit te Britanise se Madhe, e regjistruar ne Registrin Tregtar te Britanise se Madhe me çertifikate regjistrimi nr. 2013410, date 23.04.1986, me seli ne adresen: Interchange Park, Newport Pagnell, Bucks, Angli, MK 16 9PS, e perfaqesuar nga Z. Barry Fairburn dhe Z. Phillip Jones, te autorizuar rregullisht per te kete qellim (ketu me poshte e quajtur "Shitesi");

dhe

- **ANTEL Shpk.**, shoqeri e themeluar sipas legjislacionit te Shqiperise dhe e regjistruar ne Regjistrin Tregtar Shqiptar me vendimin nr. 24603, date 02.11.2000 te Gjykates se Rrethit Gjyqesor Tirane, me seli ne adresen: Rr. Gani Domi, Pall. 4, Shk. 3, Ap. 44, Tirane, e perfaqesuar rregullisht nga Z. Albert Balla ne cilesine e administratorit dhe te ortakut te vetem te shoqerise (ketu me poshte te quajtur "Bleresi").

Ketu me poshte Bleresi dhe Shitesi do te quhen, "**Palet**".

MEQENESE

- (i) Shitesi zoteron 60% te kapitalit themeltar te shoqerise "Interchange Antel" Shpk., e themeluar sipas legjislacionit te Shqiperise dhe e regjistruar ne Regjistrin Tregtar Shqiptar me vendimin nr. 28930, date 27.01.2003 te Gjykates se Rrethit Gjyqesor Tirane (ketu me poshte e quajtur "Shoqeria"), kapitali themeltar i te ciles eshte 100.000 Lek, i ndare ne 100 kuota me vlore nominale 1.000 Lek secila.
- (ii) Bleresi zoteron 40% te kapitalit themeltar te Shoqerise. Bleresi deklaron dhe konfirmon se bles te gjitha kuotat e zoteruara prej Shitesit ne kapitalin themeltar te Shoqerise. Rrjedhimisht, Bleresi do te behet zoteruesi i vetem i kapitalit themeltar te Shoqerise ne perputhje me dispozitat e parashikuara ketu me poshte. Shitesi njeh dhe konfirmon se transferon pronesine e tij mbi te gjitha kuotat e zoteruara ne kapitalin themeltar te Shoqerise ne favor te Bleresit.
- (iii) Me vendimin e dates 16 Janar 2006, Keshilli Drejtues i Shitesit vendosi te miratoje transferimin e kuotave te zoteruara ne kapitalin themeltar te Shoqerise ne favor te Bleresit.
- (iv) Me vendimin e dates 07.02.2006, ortaku i vetem i Bleresit vendosi te miratoje blerjen e kuotave te zoteruara nga Shitesi ne kapitalin themeltar te Shoqerise.

Sa me siper, palet bien dakord per sa me poshte vijon:

Neni 1 – Objekt i Marreveshjes

Ne perputhje me kushtet e parashikuara ne kete Marreveshje, Bleresi pranon te bleje 60% te kapitalit themeltar te Shoqerise te zoteruar nga Shitesi dhe Shitesi pranon t'i transferoje Bleresit 60% te kapitalit themeltar te Shoqerise, te lire nga çdo detyrim, barre siguruese, peng, pretendim, pergjegjesi, kufizim ne favor te personave te trete.

Neni 2 – Çmimi i Blerjes

Çmimi i blerjes se kuotave eshte gjashtedhjete mijë Lek (“Çmimi i Blerjes”) i cili do te paguhet me transferte bankare.

Neni 3 – Deklarime dhe Garanci te Shitesit

Shitesi deklaron dhe garanton Bleresin se:

- (i) Shitesi ka te gjitha kompetencat, zotesine dhe te drejtat per te lidhur kete Marreveshje dhe per te perm bushur detyrimet qe rrjedhin prej saj.
- (ii) Shitesi eshte pronari i ligjshem i kuotave te cilat jane te lira nga çdo barre apo kufizim.

Neni 4 – Deklarime dhe Garanci te Bleresit

Bleresi deklaron dhe garanton Shitesin se ka te gjitha kompetencat, zotesine dhe te drejtat per te ekzekutuar kete Marreveshje si dhe per te perm bushur detyrimet qe rrjedhin prej saj.

Neni 5 – Ligji i Aplikueshem dhe Zgjidhja e Mosmarreveshjeve

- 5.1 Kjo Marreveshje zbatohet dhe interpretohet ne perputhje me legjislacionin shqiptar.
- 5.2 Mosmarreveshjet te cilat mund te lindin lidhur me zbatimin e kesaj Marreveshje, nese nuk mund te zgjidhen me mirekuptim ndermjet paleve, do te zgjidhen nga Gjykata e Rrethit Gjyqesor Tirane.

Neni 6 – Ndryshimet e Marreveshjes

Ndryshimi, modifikimi, perfundimi apo shfuqizim i ndonje dispozite te kesaj Marreveshje do te jete i vlefshem vetem nese behet me marreveshje me shkrim te nenshkruar nga palet apo perfaqesuesit e tyre.

Neni 7 – Perjashtime

Ne se ndonje dispozite apo detyrim i parashikuar ne Marreveshje eshte i pavlefshem, ne kundershtim me ligjin apo i paekzekutueshem ne ndonje juridikcion, atehere vlefshmeria, ligjshmeria dhe ekzekutueshmeria e dispozitave dhe detyrimeve te mbetur, apo e po atyre dispozitave apo detyrime ne ndonje juridikcion tjeter, nuk do te cenohen.

Neni 8 – Aplikimi i Heqjes Dore nga Permbushja e Detyrimeve

Nese nje nga palet heq dore nga permbushja e ndonje deklarimi, garancie apo detyrimi te papermbushur nga pala tjeter, kjo heqje dore nuk do te kuptohet si heqje dore nga permbushja e deklarimeve garancive apo detyrimeve te tjera te kesaj pale.

Neni 9 – Njoftimet

9.1 Çdo njoftim apo komunikim i njeres pale drejtuar pales tjeter duhet te jete me shkrim dhe: (i) te dergohet me poste te parapaguar dhe te regjistruar me kthim vertetimi per dorezim njoftimi ne adresë te pales tjeter; (ii) te dergohet me poste rekomande; (iii) te dorezohet personalisht te kjo pale. Njoftimi i derguar si me siper do te konsiderohet i marre ne diten ne te cilen eshte dorezuar dorazi ose ne diten e dyte te punes pas dates ne te cilen eshte derguar me poste rekomande. Nese dergohet me poste te regjistruar, njoftimi do te konsiderohet i dorezuar ne diten e trete te punes pas dites ne te cilen eshte postuar.

9.2 Per dorezimin e njoftimeve apo komunikimeve, adresat e paleve jane si me poshte:

Per Shitesin: Interchange Group Limited, Interchange Park, Newport Pagnell, Bucks, Angli, MK16 9PS

Per Bleresin: Rr. Gani Domi, Pall. 4, shk. 3, Ap. 44, Tirana

Article 10 – Marreveshja

10.1 Kjo Marreveshje eshte marreveshja e plete e paleve dhe shfuqizon çdo marreveshje tjeter apo mirekuptim te meparshem si te shkruar ashtu edhe verbal ndermjet tyre ne lidhje me objektin e kesaj Marreveshje.

10.2 Kjo Marreveshje nenshkruhet ne nje (nje) kopje ne gjuhen angleze, me te njejten vlore dhe origjinale, e vlefshme ne daten e shnuar me poshte.

NE PRANINE TIME, Une Noteri Publik, u lexoj me ze te larte paleve, Z. Phillip Jones dhe Z. Barry Fairburn, perfaqesues te Shitesit, te njojur prej meje ne baze te pasaportave qe me paraqiten, tekstin e ketij akti. Palet deklarojne se e kuptojne dhe se e pranojne permbajtjen e Marreveshjes dhe me vullnetin e tyre te lire e te plete e nenshkruarjne ate perpara meje Noterit Publik.

Vertetuar nga nenshkrimi dhe vula ime si ne perputhje me ligjet e Britanise se Madhe, sot me date 28 Prill 2006.

SHITES

Perfaqesuar nga:

Phillip Jones

(nenshkrimi)

Barry Fairburn

(nenshkrimi)

BLERESI

Perfaqesuar nga:

NOTERI PUBLIK

(nenshkrimi, dy vula)



APOSTILLE

(Konventa e Hages e dates 5 Tetor 1961)

MBRETERIA E BASHKUAR E BRITANISE SE MADHE DHE IRLANDES SE VERIUT

1. Shteti: Mbreteria e Bashkuar e Britanise se Madhe dhe Irlandes se Veriut.

Ky dokument publik:

2. eshte nenshkruar nga: **VRH Garling**
3. ne cilesine e: **Noterit Publik**
4. Mban vulen/pullen e: **Noterit Publik te siperpermendur**

Vertetuar:

5. ne Londer
6. me **02 Maj 2006**
7. nga Sekretari Kryesor i Pergjithshem i Madherise se Saj per Punet e Jashtme dhe te Commonwealthit.
8. Numer **H004316**
9. Vule
10. Nenshkrimi: **S. Gardiner**
(nenshkrimi)
Per Sekretarin e Shtetit

Perktheu: