

DATED THIS 15TH DAY OF JUNE 2004

BETWEEN



**CHE ABDUL DAIM BIN HAJI ZAINUDDIN
ALSO KNOWN AS TUN DAIM ZAINUDDIN
(Vendor)**

AND

**ICB FINANCIAL GROUP HOLDINGS LTD
(Purchaser)**

TRANSFER OF SHARES AGREEMENT

AN AGREEMENT made this _____ day of _____ 2004 between **Che Abdul Daim Bin Haji Zainuddin also known as Tun Daim Zainuddin** of 9th Floor, Wisma YPR, No. 1, Lorong Kapar, Off Jalan Syed Putra, 58000 Kuala Lumpur, Malaysia (hereinafter called "the Vendor") of the one part and **ICB Financial Group Holdings Ltd** of Reitbrunnen 20, CH-8808, Pfaffikon, Switzerland (hereinafter called "the Purchaser") of the other part.

WHEREAS:-

1. The Purchaser is a body incorporated in Switzerland and having its registered office at Reitbrunnen 20, CH-8808, Pfaffikon, Switzerland and wholly owned by the Vendor.
2. The Vendor is the registered and beneficial owner of Six Million Five Hundred Thousand (6,500,000) ordinary shares (hereinafter referred to as "the said shares") in the capital of INTERNATIONAL COMMERCIAL BANK Sh.A, Albania (hereinafter called "the Company") representing One Hundred percent (100 %) of the entire paid up capital of the Company.
3. The Vendor is desirous of transferring the said shares which would result in the delivery of the said shares and the Purchaser is desirous of accepting the said shares upon the terms and conditions hereinafter contained.

It is the understanding of the Vendor and the Purchaser that there is a requirement for approval from the Bank of Albania pursuant to the laws and regulations of Albania and the completion of this agreement is conditional upon the approval of the Bank of Albania.

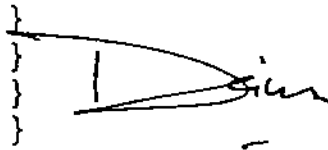
NOW THIS AGREEMENT WITNESSETH as follows:-

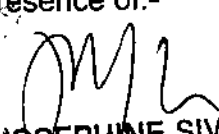
- 1 In consideration of the sum of United States Dollar One Thousand Only (USD1,000.00) now paid by the Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges), the Vendor shall transfer and the Purchaser shall accept the said shares and receive the said shares free from all charges, liens and encumbrances whatsoever and with all rights, entitlements, claims and other benefits accruing and attaching thereto.
2. Upon receipt of the relevant approvals the Vendor shall deliver to the Purchaser the said shares and duly executed registrable transfer forms together with any power of attorney or other authority under which such transfer forms have been executed.

3. The Vendor hereby agrees to do execute and perform such further acts deeds documents and things as the Purchaser may require effectively to vest the registered ownership of the said shares in favour of the Purchaser or its nominees free from all charges liens and other adverse interests whatsoever.
4. The Vendor shall forward to the Purchaser the approval of the Board of Directors of the Company for the disposal of the said shares herein simultaneous with the execution of this Agreement.
5. Any notice request or demand required to be served under this Agreement by either party hereto on the other shall be sufficiently served if delivered by hand or if it is left at the address above stated of the parties hereto or if sent by prepaid post to any of such aforesaid addresses and in the last mentioned case the service shall be deemed to be made at the time when the letter would in the ordinary cause of post be deemed to be delivered.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovementioned.

Signed by
Che Abdul Daim Bin Haji Zainuddin
 also known as **Tun Daim Zainuddin**
 in the presence of:-




JOSEPHINE SIVARETNAM
 ADVOCATE & SOLICITOR

Signed for and on behalf of
ICB FINANCIAL GROUP HOLDINGS LTD
 in the presence of:-


ICB FINANCIAL GROUP HOLDINGS LTD
 30/06/2004


JOSEPHINE SIVARETNAM
 ADVOCATE & SOLICITOR

203P



NOTIÈRE
VOISAVS KARAFICI
 TELE 823 57



DATE 15 QERSHOR 2004

NDERMJET

CHE ABDUL DAIM BIN HAJI ZAINUDDIN
I NJOHUR SI TUN DAIM ZAINUDDIN
(Shitesi)

DHE

GRUPI FINANCIAR ICB HOLDING LTD
(Bleres)

KONTRATA E TRANSFERIMIT TE AKSIONEVE

KONTRATE e lidhur me _____ 2004 ndermjet **Che Abdul Daim Bin Haji Zainuddin i njohur si Tun Daim Zainuddin**, adresa 9th floor, Wisma YPR, No. 1, Lorong Kapar, Off Jalan Syed Putra. 58000 Kuala Lumpur, Malajzi (i quajtur "Shitesi") nga njera ane dhe **Grupi Financiar ICB Holding Ltd** i Reitbrunnen 20, CH-8808. Pfaffikon, Switzerland (e quajtur "Bleresi") nga ana tjeter.

NDERSA :-

1. Bleresi eshte nje kompani e regjistruar ne Zvicer dhe ka zyren te regjistruar ne Reitbrunnen 20, CH-8808. Pfaffikon, Svicer dhe te zoteruara plotesisht nga Shitesi.
2. Shitesi eshte zoteruesi i regjistruar dhe perfitues i Gjashte Milion e Peseqind Mije (6,500,000) aksione te zakonshme (te quajtura "Aksionet") ne kapitalin e BANKES NDERKOMBETARE TREGTARE Sh.A. Shqiperi (e quajtur "Kompania") qe perfaqeson nje qind per qind (100%) te te gjithë kapitalit te paguar te Kompanise.
3. Shitesi deshiron te transferoje aksionet e lartpermendura te cilat do te rezultojne ne dhenien e aksioneve dhe Shitesi deshiron te pranoje aksionet sipas kushteve te pershkruara me poshte.
4. Shitesi dhe Bleresi kane kuptuar se ka nje kerkese per aprovim nga Banka e Shqiperise duke ndjekur ligjet dhe rregulloret e Shqiperise dhe vlefshmeria e kesaj kontrate varet nga aprovimi i Bankes se Shqiperise.

KJO KONTRATE DESHMON si me poshte:-

1. Duke marre parasysh shumen prej Vetem Nje Mije Dollare Amerikane (1,000.00 USD) tani te paguara nga Bleresi tek Shitesi (marrja e kesaj shume njihet nga Shitesi). Shitesi do te transferoje dhe Bleresi do te pranoje aksionet e lartpermendura dhe te marre aksionet pa asnje detyrim, pengim si garanci pagese dhe pengesa te tjera, dhe me te gjitha te drejtat, kerkesat dhe perfitimet qe rrjedhin dhe qe jane bashkangjitur me keto.
2. Pas marrjes se aprovimeve perkatse Shitesi duhet te dorezoje Bleresit aksionet e lartpermendura duke bere te gjitha regjistrimet dhe formalitet per transferimin se bashku me nje perfaqesues ligjor ose ndonje autoriteti tjeter me ane te te cilit te tilla formalitete transferimi jane bere.
3. Shitesi bie dakort qe te ekzekutoje dhe te beje ne vazhdim veprime dokumentacioni te tilla qe Bleresi mund te kerkoje te transferoje pronesine e



regjistruar te aksioneve ne emer te blesit ose te personit te emeruar nga blesesi, te ciluar nga cdo lloj pagese apo interesa te tjera te cdo lloji.

4. Shitesi do t'i jape blesit aprovimin e Bordit te Drejtoreve te Kompanise per dhenien e aksioneve ne te njejten kohe me ekzekutimin e kesaj Kontrate.
5. Cdo kerkese apo shkrese e nevojshme qe duhet te sherbehet ne baze te kesaj kontrate nga njera pale ose tjetra do te jene mjaftueshmerisht te vlefshme nese dergohet dorazi ose nese lihet ne adresen e lartpermendur te paleve ose nese dergohet me poste te parapaguar ne ndonje nga adresat e permendura me lart ne momentin kur letra te pergatitet per tu derguar me poste.

PER TE DESHMUAR SA ESHTË THËNE ME LART palet kane firmosur ne ditën dhe ne vitin e lartpermendur.

E firmosur nga:

Che Abdul Daim Bin Haji Zainuddin

i njohur si Tun Daim Zainuddin

ne presence te:-

JOSEPHINE SIVARETNAM

Avokate

E firmosur per dhe ne emer te:

GRUPI FINANCIAR ICB HOLDING LTD

Ne prezencen e:-

(firmosur)

(vulosur)

JOSEPHINE SIVARETNAM

Avokate

Partizhan za Jilbu Classy
JJZ