

MEMORANDUM OF UNDERSTANDING AND CO-OPERATION

Between

Tirana Airport Partners SHPK ("TAP")

And

General Directorate of Civil Aviation ("GDCA")

This Memorandum is made and entered into this 16th day of January 2007 by and between Tirana Airport Partners SHPK (*hereinafter referred to as TAP*) and General Department of Civil Aviation (*hereinafter referred to as the GDCA*).

Together hereinafter referred to as "Parties" and individually also referred to as "Party".

WHEREAS:

- Tirana Airport Partners ("TAP") has entered into a Concession Agreement with Government of Albania ("GoA") ratified by Law No.: 9312, dated 11.11.2004 'On the ratification of the Concession Agreement between the Council of Ministers of Republic of Albania and the concessionary company "Tirana Airport Partners" SHPK for the construction, commissioning, operation and maintenance of the Tirana International Airport "Nene Tereza", as well as for providing some special incentives to this company' (herein after referred to as the "Concession Agreement")
- The Concession Agreement provides that TAP has the right, power and authority to carry out *inter alias* maintenance, operation, management and development of Tirana International Airport ("TIA").
- GDCA is the responsible authority for the civil aviation in the Republic of Albania.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Parties hereby agree as follows:

Article 1 Purpose

The purpose of this Memorandum is to establish a successful cooperation between TAP and GDCA in order to fulfill the rights and obligations deriving from the Concession Agreement, Albanian legislation and ICAO recommendations.

Article 2 Rights and Obligation as per the Concession Agreement

The Parties agree to respect and implement the rights and obligations as defined in the Concession Agreement.

Article 3

Seasonal Schedules of Airlines

- 3.1 GDCA shall approve the seasonal schedules of the airlines operating regular scheduled flights in cooperation with TAP. The final seasonal schedule should be approved by GDCA at least 30 days prior to the beginning of the respective season.
- 3.2 GDCA shall approve in cooperation with TAP any changes in schedules, as proposed by the airlines, only if free capacities are available.
- 3.3 With regard to airlines applying to GDCA for the grant of traffic rights from / to TIA, GDCA when taking its decision about the grant of traffic rights shall inform the respective airline officially in writing about the requirement to enter into a Standard Ground Handling Agreement (SGHA) with TAP. For the avoidance of doubt, notwithstanding the approval of the GDCA to the respective airline, TAP shall not be obliged to provide services to the respective airline until TAP and such respective airline duly enter into a respective SGHA.
- 3.4 TAP and GDCA shall define peak time intervals and shall communicate such peak time intervals to the airlines 45 days prior to the beginning of the respective season.

Article 4

Schedules of Charter Flights

- 4.1 GDCA shall approve the scheduled charter flights (mostly tourist flights) in cooperation with TAP, only after the approval of the final seasonal schedule and taking in consideration the free capacities as provided by TAP. For the avoidance of doubt, the provision stipulated in the previous sentence shall not be applicable to government charter flights or civil emergency charter flights.

Article 5

Ad-hoc Charter Flights and Cargo Flights

- 5.1 GDCA in cooperation with TAP shall approve ad-hoc charter flights and cargo flights, operated with heavy aircraft which require special ground handling equipment and special operational procedures, such as long ground time or parking in the maneuvering areas.

Article 6

Military Flights and Military Exercises

- 6.1 In case of military flights and military exercises GDCA should provide TAP with all the related information.
- 6.2 GDCA, ANTA and TAP should coordinate all the operational details including the provision of the necessary access gates, aircraft parking positions, security and safety measures.

Article 7

Airport Security, Safety and Emergency

- 7.1 DGCA is responsible for the implementation of the security and safety requirements as described in the National Civil Aviation Security Program and recommendation of audits.

- 7.2 DGCA is responsible for licensing the security company, the approval of the training programs and the relevant standard operating procedures.
- 7.3 For the avoidance of doubt and in full compliance with the Applicable Law, TAP shall not subcontract its security services at TIA to a security company prior to such security company having been duly licensed by GDCA.

Article 8

Reporting System

TAP shall inform DGCA about all the issues concerning the National Civil Aviation Security Program and Law No. 8310, date 19.3.1998 "On Security in Albanian Civil Aviation" as it currently stands and as it may be duly amended / changed / modified accordingly.

Article 9

Communication

TAP is responsible to inform GDCA about every restriction to the airport operations relating the elements published periodically (every three months) in the AIP and to request the approval and issuance of the necessary NOTAM-s issued by GDCA.

Article 10

Inspections

- 10.1 DGCA may, by giving a five days' prior written notice for any inspections to be carried at the Airport, define the program of inspections, the areas, the duration and the authorized persons. For the avoidance of doubt GDCA shall be entitled to carry out inspections in accordance with the Applicable Law pertaining to its daily operation activities in relation to airlines and other airport stakeholders at TIA.
- 10.2 Such inspection should be done with the minimum of disturbance to the construction, management, operation, maintenance, decommissioning and refurbishment of the Existing Terminal, the Existing Terminal Site and Related Assets, the New Facilities and the New Access Road.
- 10.3 TAP shall be informed on the results of such inspections in reasonable time.
- 10.4 Without prejudice, GDCA and ANTA shall have free access to the existing control tower, the ANTA Compound and the Military Area (from the airside) at all times during the term of the Concession Agreement.

Article 11

Traffic Data

- 11.1 TAP should send to GDCA monthly records including the traffic data as per the agreed form, within the 10-th day of the consecutive month. The agreed form is attached to this Memorandum.
- 11.2 TAP should transfer to GDCA the security fee collected, as defined in Schedule 44 of the Concession Agreement, within the 20-th day of the consecutive month, based on written records of the number of passenger and amounts of Security Fee collected.
- 11.3 TAP should send to GDCA weekly records, including traffic data for passenger charter flights (tourist flights), every Tuesday, or the successive week, as per the agreed form.

Article 12
GDCA Office Space at TIA

Following the mutual execution of a rental agreement providing for the payment of a rent at the prevailing market price, TAP shall provide GDCA with a maximum of 20 square meters of office space at the Existing Terminal once the Existing Terminal has been refurbished and converted into an office building. Additional utility costs will be specifically provided for in the respective rental agreement to be executed by Parties.

Article 13
Term and Termination

This Memorandum of Understanding shall be effective during the Duration of the Concession Agreement.

Article 14
Good Faith

Parties agree to cooperate in good faith in fulfilling the terms and conditions of this Memorandum. Any difficulty, problem or question shall be resolved by negotiations between Parties.

Article 15
Modification

This Memorandum constitutes the entire understanding of Parties and no terms, conditions, understating, or agreements purporting to modify the terms of this Memorandum shall be binding unless hereafter made in writing and signed by Parties.

Article 16
Non- Assignment

This Memorandum, each and every covenant herein, shall not be assigned, unless the express written prior consent of Parties is granted, and any attempted assignment without said written consent shall be null and void and of no force and effect.

Article 17
Entirety of the Memorandum

This Memorandum shall be interpreted by considering its terms and conditions as an entirety as well as the other Memorandum entered into between Parties which are into force. In any case, any clause or wording that may create uncertainty must be viewed in the context of the entire Memorandum and in the view of the purposes that caused Parties to enter into this Memorandum.

Article 18
Language of the Memorandum

The language for day to day communications under this Memorandum shall be both English and Albanian. This Memorandum has been signed in two (2) original copies

in both the Albanian and the English language. In accordance with Article 37.6 of the Concession Agreement, in case of any discrepancy between the two versions, the English version shall prevail.

Article 19
Miscellaneous

- 19.1 This Memorandum constitutes a final written expression of all the terms and conditions of this Memorandum and is a complete and exclusive statement of those terms and conditions.
- 19.2 This Memorandum enters into force upon signature by Parties.

For and on behalf of TAP

Dr. Constantin von Alvensleben
Chief Executive Officer

Rolf Castro-Vasquez
Chief Operation Officer

For and on behalf of GDCA

Ymer Shllaku
General Director

MEMORANDUM I MIREKUPTIMIT DHE BASHKEPUNIMIT

midis

Tirana Airport Partners SHPK (TAP)

dhe

Drejtorese se Pergjithshme te Aviacionit Civil (DPAC)

Ky Memorandum nenshkruhet dhe hyn ne fuqi me 16 Janar 2007 nga dhe midis Tirana Airport Partners SHPK (qe ketu e meposhte do te quhet TAP) dhe Drejtorese se Pergjithshme te Aviacionit Civil (qe ketu e meposhte do te quhet DPAC).

Ketu e me poshte gjithashtu te quajtura se bashku si „Palet” dhe individualisht si „Pala”.

MEQENESE :

- TAP ka nenshkruar me Qeverine e Shqiperise (QSH) nje Marreveshje Koncesioni ratifikuar me Ligjin nr. 9312 date 11.11.2004 (Mbi ratifikimin e Marreveshjes se Koncesionit midis Keshillit te Ministrave te Republikes se Shqiperise dhe shoqerise koncesionare Tirana Airport Partners SHPK per ndertimin, venien ne pune, operimin dhe mirembajtjen e Aeroportit Nderkombetar te Tiranes “Nene Tereza”, si dhe per dhenien e disa stimuljeve kesaj shoqerie (qe ketu e meposhte do te quhet Marreveshja e Koncesionit);
- Marreveshja e Koncesionit i jep te drejten, fuqine dhe autoritetin TAP te ndermarre *inter alias* mirembajtjen, operimin, manaxhimin dhe zhvillimin e Aeroportit Nderkombetar te Tiranes (TIA).
- DPAC eshte autoriteti pergjegjes per Aviacionin Civil ne Republiken e Shqiperise;

PER KETE ARSYE, duke marre parasysh marreveshjen e perbashket, Palet bien dakort si me poshte vijon:

Neni 1 Qellimi

Qellimi i ketij Memorandumi eshte vendosja e nje bashkepunimi te sukseshem midis TAP dhe DPAC, per te permbushur te drejtat dhe detyrimet qe rrjedhin nga Marreveshja e Koncesionit, legjislacioni shqiptar dhe rekomandimet e zbatueshme te ICAO-s.

Neni 2
Te Drejta dhe Detyrime qe rrjedhin nga Marreveshja e Koncesionit

Palet bien dakord te respektojne dhe zbatojne te drejtat dhe detyrimet te percaktuara ne Marreveshjen e Koncesionit.

Neni 3
Oraret Sezonalte te Linjave Ajrore

- 3.1 DPAC do te miratoje oraret sezonalte te linjave ajrore qe operojne fluturime te rregullta ne bashkepunim me TAP. Orari perfundimtar sezonal do te miratohet nga DPAC te pakten 30 dite para fillimit te periudhes perkatese.
- 3.2 DPAC do te miratoje ne bashkepunim me TAP cdo ndryshim te orarit te programuar, ashtu si propozohet nga shoqeria ajrore, vetem nese disponohen kapacitete te lira.
- 3.3 Ne lidhje me shoqerite ajrore te cilat do te kerkojne nga DPAC te drejten e fluturimit nga/drejt TIA, DPAC pas miratimit te orareve te fluturimit, duhet te informoje me shkrim shoqerite ajrore ne lidhje me detyrimin per nenshkrimin e Kontrates per Sherbimet ne Toke (KSHT) me TAP. Pavaresisht nga miratimi i DPAC, TAP nuk eshte i detyruar te jape/kryeje ndonje sherbim ne toke per shoqerite ajrore respektive deri ne momentin e nenshkrimit te KSHT nga kjo e fundit.
- 3.4 TAP dhe GDCA do te percaktoje intervalet e pik-ut kohor dhe do te percjelle keto intervale te pik-ut kohor kompanive ajrore 45 dite para fillimit te sezonit perkatese.

Neni 4
Oraret e Fluturimeve Çarter

- 4.1 DPAC do te miratoje oraret e fluturimeve carter (shumica fluturime turistike) ne bashkepunim me TAP, vetem pas miratimit te orarit perfundimtar sezonal dhe duke konsideruar kapacitet e lira te percaktuara nga TAP. Paragrafi 1 mesiperm nuk do te aplikohet per fluturimet charter qeveritare ose fluturimet per emergjenca civile.

Neni 5
Fluturimet Çarter Ad-hoc dhe Fluturimet Cargo

- 5.1 DPAC ne bashkepunim me TAP do te miratoje fluturime çarter *ad-hoc* dhe fluturime cargo, qe operohen nga avione te medhenj, te cilet kerkojne mjete te vecanta aeroportuale dhe procedura te vecanta operationale, si kohezgjateje te konsiderueshme ulje ose parkim ne zonen e manovrave.

Neni 6
Fluturimet dhe Ushtimet Ushtarake

- 6.1 Ne rast fluturimi dhe ushtimi ushtarak DPAC do te siguroje per TAP te gjithe informacionin e nevojshem.

- 6.2 DPAC, ANTA dhe TAP do te kordinoje detajet operacionale duke perfshire masa per hyrjet e nevojshme (gates), pozicionet e parkimit te avioneve, si dhe masat e sigurise dhe mbrojtjes.

Neni 7

Sigurimi, Mbrojtja dhe Emergjencat Aeroportuale

- 7.1 DPAC eshte pergjegjes per zbatimin e kerkesave mbi sigurine dhe mbrojtjen ashtu si pershkruhet ne Programin e Sigurise te Aviacionit Civil Kombetar dhe nga rekomandimet e auditimeve.
- 7.2 DPAC eshte pergjegjes per licensimin e shoqerive te sigurimit, miratimin e programit trainues dhe procedurat perkatese operuese.
- 7.3 Per sherbimet e sigurise ne Aeroportin Nderkombetar te Tiranes, TAP nuk do te nenkontraktoje asnje shoqeri te palicencuar me pare nga DPAC, sipas legjislacionit ne fuqi.

Neni 8

Sistemi i Raportimit

TAP do te informoje DPAC mbi te gjitha ceshtjet qe lidhen me Programin e Sigurise te Aviacionit Civil Kombetar dhe Ligjin Nr. 8310, date 19.03.1998 "Mbi sigurine ne Aviacionin Civil Shqiptar" ne fuqi dhe sic mund te ndryshohet ne te ardhmen.

Neni 9

Komunikimi

TAP eshte pergjegjes te informoje DPAC mbi cdo kufizim te operimeve aeroportuale ne lidhje me elementet e publikuar periodikisht (cdo tre muaj) ne Aplikimin e Informacionit te Aeroportit (AIP) dhe te kerkoje miratimin dhe leshimin e Njoftimit te Nevojshem te Njeriut te Ajrit (NOTAM) nga DPAC.

Neni 10

Inspektimet

- 10.1 DPAC mund te njoftoje me shkrim pese dite para per cdo inspektim qe do te ndermarre ne Aeroport, duke percaktuar programin e inspektimit, zonat, kohezgjatjen dhe personat e autorizuar. Asgje ne kete memorandum nuk e ndalon D.P.A.C te kryeje inspektime ne lidhje me aktivitetin operacional te saj te perditshem ne lidhje me operatoret ajrore dhe perdoruesit e Aeroportit konform ligjit te zbatueshem.
- 10.2 Ky inspektim do te kryhet pa shqetesuar ndertimet, manaxhimin, operimin, mirembajtjen, dhe rinovimin e Terminalit Ekzistues, Zonen perreth Terminalit Ekzistues, Asetet perkatese, Pajisjet e Reja, dhe Rrugen e Re Hyrese.
- 10.3 TAP do te informohet mbi rezultatin e ketij inspektimi brenda nje kohe te arsyeshme.
- 10.4 Pa paragjykime, DPAC dhe ANTA do te kene hyrje te lire ne kullen ekzistuese te kontrollit, Kompleksin e ANTA-s dhe Zonen Ushtarake (nga zona ajrore) gjate gjithë periudhes se Marreveshjes se Koncesionit.

Neni 11

Te Dhenat e Trafikut

- 11.1 TAP do t'i dergoje DPAC raportime mujore duke perfshire te dhenat mbi trafikun sipas formatit te miratuar, brenda dites se 10-te te muajit vijues. Formatit i miratuar ndodhet bashkelidhur ketij Memorandumi.
- 11.2 TAP do t'i transferoje DPAC tarifen e mbledhur te sigurise, sic percaktohet ne Skedulin 44 te Marreveshjes se Koncesionit, brenda dites se 20 te muajit vijues, bazuar ne raportet me shkrim te numrit te pasagjereve dhe shumat e Tarifes se Sigurise se mbledhur.
- 11.3 TAP do t'i dergoje DPAC raporte javore, perfshire te dhena mbi trafikun e pasagjereve, fluturime carter (turistike) cdo te Marte ose javen pasardhese sipas formularit te percaktuar.

Neni 12

Ambjentet e Zyrave te DPAC ne TIA

Ne baze te zbatimit te Marreveshjes dypaleshe te Qirase per pagesen e qirase me cmimin mbizoterues te tregut, TAP do t'i siguroje DPAC-se nje hapësirë prej maksimalisht 20 metra katrore ne Terminalin Ekzistues, ne momentin e rinovimit te Terminalit Ekzistues dhe transformimit te tij ne ndertese per zyrat. Kostoja shtese per utilite do te percaktohen ne menyre specifike ne marreveshjen perkatese te qirase, e cila do te zbatohet nga Palet.

Neni 13

Kushtet dhe Zgjidhja e Kontrates

Ky Memorandum Mirekuptimi do te qendroje ne fuqi gjate Kohezgjatjes se Marreveshjes se Koncesionit.

Neni 14

Mirebesimi

Palet bien dakort te bashkepunojne ne baze te mirebesimit per permbushjen e afateve dhe kushteve te ketij Memorandumi. Ne rast veshtiresie, problemi apo paqartesie zgjidhja do te arrihet nepermjet negociimit midis Paleve.

Neni 15

Ndryshimet

Ky Memorandum perben vullnetin e plote te Paleve dhe asnje afat, kusht, ose marreveshje per ndryshimin e ketij Memorandumi nuk do te jete e zbatueshme nese nuk do te jete ne forme te shkruar dhe e firmosur nga Palet.

Neni 16
Mosnenshkrimi

Palet nuk do te transferojne asnje te drejte ose detyrim qe rrjedh nga ky Memorandum, pervec rasteve te miratimit paraprak me shkrim nga Palet dhe cdo tentative per te transferuar pa miratimin me shkrim te siperpermendur do te jete e pavlefshme dhe pa fuqi ose efekt ligjor.

Neni 17
Interpretimi i Memorandumit

Ky Memorandum do te interpretohet duke konsideruar afatet dhe kushtet e tij si nje teresi si dhe Memorandumet e tjera te nenshkruara nga Palet te cilat jane ne fuqi. Per cdo rast, klauzole ose fraze qe mund te krijoje paqartesi, ky Memorandum do te shikohet ne kontekstin e tij te plote dhe ne kendveshtimin e qellimeve qe sollen nenshkrimin e ketij Memorandumi nga Palet.

Neni 18
Gjuha e Memorandumit

Gjuha e komunikimit te perditshem ne lidhje me kete Memorandum do te jete Anglisht dhe Shqip. Ky Memorandum nenshkruhet ne dy (2) kopje origjinale ne Anglisht dhe Shqip. Ne lidhje me Nenin 37.6 te Marreveshjes se Koncesionit, ne rast mosperputhjes te dy versioneve, versioni Anglisht do te mbizoteroje.

Neni 19
Te Ndryshme

- 19.1 Ky Memorandum perben teresine e afateve dhe kushteve te shkruara dhe eshte paraqitja ekskluzive dhe e plote e tyre.
- 19.2 Ky Memorandum hyn ne fuqi pas nenshkrimit nga Palet.

Per dhe ne emer te TAP

Per dhe ne emer te DPAC

Dr. Constantin von Alvensleben
Drejtore i Pergjithshem Ekzekutiv

Ymer Shllaku
Drejtore i Pergjithshem

Rolf Castro-Vasquez
Drejtore i Pergjithshem i Operacioneve