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# ADDENDUM

**ICC INTERNATIONAL COURT OF ARBITRATION**

**CASE No. 22676/GR**

**GBC OIL COMPANY LTD**

**(Cayman Islands)**

**vs/**

**THE MINISTRY OF INFRASTRUCTURE AND ENERGY**

**(Republic of Albania)**

**THE NATIONAL AGENCY OF NATURAL RESOURCES**

**(Republic of Albania)**

**ALBPETROL SH.A**

**(Republic of Albania)**

This document is a certified true copy of the original of the Addendum rendered in conformity with the Rules of Arbitration of the ICC International Court of Arbitration.

**INTERNATIONAL COURT OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF  
COMMERCE  
ICC CASE No. 22676/GR**

**IN AN ARBITRATION PURSUANT TO THE 2017 ICC ARBITRATION RULES BETWEEN:**

**GBC OIL COMPANY LTD  
(CAYMAN ISLANDS)**

**CLAIMANT**

**VS**

**THE MINISTRY OF INFRASTRUCTURE AND ENERGY  
(REPUBLIC OF ALBANIA)**

**THE NATIONAL AGENCY OF NATURAL RESOURCES  
(REPUBLIC OF ALBANIA)**

**ALBPETROL SH.A  
(REPUBLIC OF ALBANIA)**

**RESPONDENTS**

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**ADDENDUM**

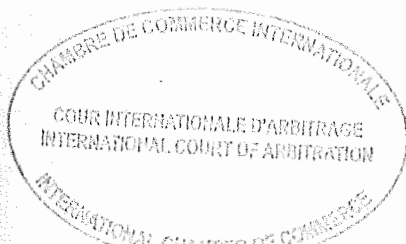
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**The Arbitral Tribunal**

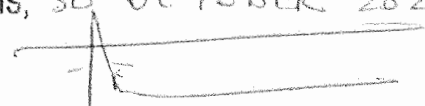
**Prof. Christophe Seraglini (Chairman)**

**Ms. Loretta Malintoppi**

**Dr. Sabine Konrad**



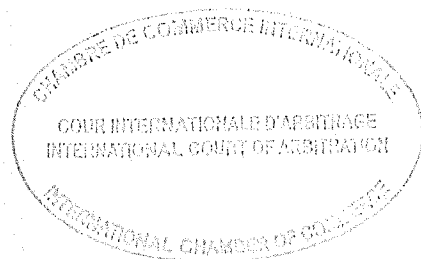
**CERTIFIED TRUE COPY OF THE ORIGINAL  
PARIS, 30 OCTOBER 2020**



**Alexander G. FESSAS**  
Secretary General  
ICC International Court of Arbitration

TABLE OF CONTENTS

<b>1. THE PARTIES AND THE ARBITRAL TRIBUNAL.....</b>	<b>3</b>
<b>1.1. CLAIMANT.....</b>	<b>3</b>
<b>1.2. RESPONDENTS.....</b>	<b>4</b>
<b>1.3. THE ARBITRAL TRIBUNAL.....</b>	<b>5</b>
<b>2. PROCEDURAL BACKGROUND.....</b>	<b>6</b>
<b>3. RESPONDENTS' APPLICATION FOR CORRECTION AND/OR INTERPRETATION PURSUANT TO ARTICLE 3(2) OF THE ICC RULES.....</b>	<b>7</b>
<b>3.1. RESPONDENTS' POSITION.....</b>	<b>8</b>
<b>3.2. CLAIMANT'S POSITION.....</b>	<b>9</b>
<b>3.3. DECISION OF THE TRIBUNAL.....</b>	<b>9</b>



**1. THE PARTIES AND THE ARBITRAL TRIBUNAL**

**1.1. Claimant**

1. The Claimant in this arbitration is GBC Oil Company Ltd. (hereafter, “GBC” or “Claimant”), a company registered and incorporated under the laws of the Cayman Islands<sup>1</sup> under number GC-188194,<sup>2</sup> with the following address:

GBC Oil Company Ltd.  
PO Box 448, George Town  
Grand Cayman, KY1 1106  
CAYMAN ISLANDS<sup>3</sup>

2. Claimant is represented in this arbitration by the following counsel:

Mr. Geoffrey Holub  
Mr. David M. Price  
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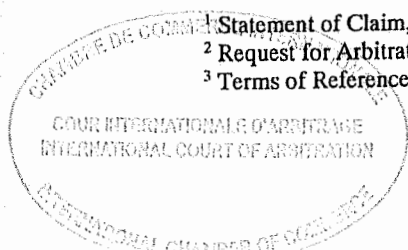
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<sup>1</sup> Statement of Claim, para. 38, p. 5.

<sup>2</sup> Request for Arbitration, para. 4, p. 3.

<sup>3</sup> Terms of Reference, para. 2.



**1.2. Respondents**

3. The Respondents in this arbitration are:

**1. The Ministry of Infrastructure and Energy (as the legal successor of the MEI under the License Agreements)**

Rr. "Abdi Toptani", Nr.1, 1001,  
Tiranë  
ALBANIA

(hereafter, "MIE", "First Respondent" or "the Ministry").

**2. The National Agency of Natural Resources**

Bulevardi "Bajram Curri", Blloku "Vasil Shanto",  
Tiranë  
ALBANIA

(hereafter, "AKBN" or "Second Respondent").

**3. Albpetrol Sh.A.**

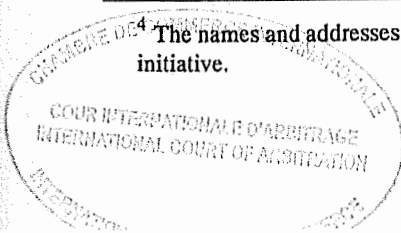
Rruga Fier-Patos Km. 7, Patos,  
Fier  
ALBANIA

(hereafter, "Albpetrol" or "Third Respondent").

4. Respondents are represented in this arbitration by the following counsel:

Ms. Enkelejda Mucaj  
Ms. Boriana Nikolla  
Ms. Julinda Mansaku  
The State Advocate's Office of the Republic of Albania  
Ministry of Justice  
Rruga "Abdi Toptani"  
Former Hotel "Drini", 5<sup>th</sup> Floor  
Tirana  
ALBANIA  
Tel: +355 4 2253600  
[Enkelejda.Mucaj@avokaturashtetit.gov.al](mailto:Enkelejda.Mucaj@avokaturashtetit.gov.al)  
[boriana.nikolla@avokaturashtetit.gov.al](mailto:boriana.nikolla@avokaturashtetit.gov.al)  
[julinda.mansaku@avokaturashtetit.gov.al](mailto:julinda.mansaku@avokaturashtetit.gov.al)<sup>4</sup>

<sup>4</sup> The names and addresses of Respondents' representatives are hereby corrected by the Tribunal upon its own initiative.



Mr. Audley Sheppard, QC  
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5. MEI, AKBN and Albpetrol are hereafter referred to collectively as “**Respondents**”.
6. Claimant and Respondents are hereafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

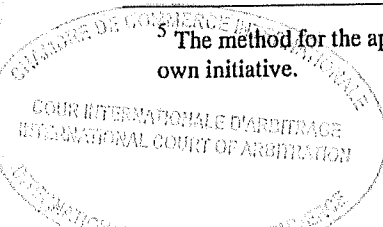
**1.3. The Arbitral Tribunal**

7. The Arbitral Tribunal consists of three arbitrators (hereinafter the “**Tribunal**”) appointed by the International Court of Arbitration of the International Chamber of Commerce (hereafter, “**the ICC Court**”):<sup>5</sup>

Chairman of the Tribunal  
Professor Christophe Seraglini  
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T: +33 1 44 56 27 44  
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Ms. Loretta Malintoppi  
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SINGAPORE

<sup>5</sup> The method for the appointment of the members of the Tribunal is hereby corrected by the Tribunal upon its own initiative.



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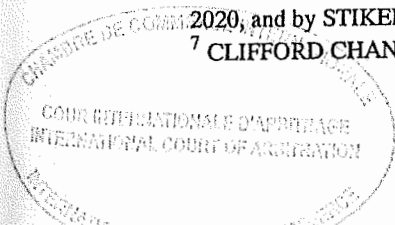
**2. PROCEDURAL BACKGROUND**

8. Capitalised terms in this Addendum that are not defined herein carry the definitions used in the Final Award.
9. On 30 April 2020, the Secretariat of the ICC Court informed the Parties that the ICC Court had approved the draft award submitted by the Tribunal.
10. On 6 July 2020, the Tribunal provided an electronic copy of the Final Award dated 6 July 2020 to the Secretariat of the ICC Court.
11. By email of 9 July 2020, the Secretariat of the ICC Court provided a courtesy copy of the Final Award to the Parties.
12. The originals of the Final Award were received by Claimant's counsel on 9 and 13 July 2020 respectively,<sup>6</sup> and by the State Advocate's Office of the Republic of Albania and Respondents' counsel<sup>7</sup> on 9 July 2020.
13. On 7 August 2020, Respondents submitted an application for correction and/or interpretation of the Final Award pursuant to Article 36(2) of the ICC Rules (hereafter, "**the Application**"). This application was made within the time limit provided for by Article 36(2), namely within 30 days of the receipt of the Final Award.
14. On 11 August 2020, the Secretariat of the ICC Court transmitted Respondents' Application to Claimant and the Tribunal. The Secretariat specified that the Court would examine whether to fix an advance on costs to cover the additional fees and expenses of the Tribunal and additional ICC administrative expenses pursuant to Article 2(10) of Appendix III to the ICC Rules.

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<sup>6</sup> The Final Award was received by HABEGGER ARBITRATION and KELLERHALS CARRARD on 9 July 2020, and by STIKEMAN ELLIOTT LLP on 13 July 2020.

<sup>7</sup> CLIFFORD CHANCE in the United Kingdom and in Germany.

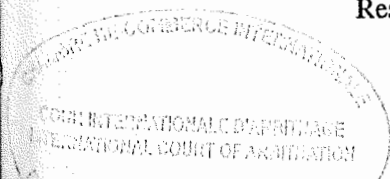




15. On 12 August 2020, the Tribunal invited Claimant to provide its comments on Respondents' Application by 26 August 2020.
16. On 26 August 2020, Claimant provided its comments on Respondents' Application.
17. On 23 September 2020, the Secretariat of the ICC Court informed the Tribunal that the ICC Court had not fixed an additional advance on costs.
18. On 29 September 2020, the Secretariat informed the Parties that, on 25 September 2020, it had received a draft submitted by the Tribunal pursuant to Article 36 of the ICC Rules.
19. On 1 October 2020, the Secretariat informed the Parties that, on that day, the ICC Court had approved the draft decision on the application of Article 36 submitted by the Tribunal, which would be notified after being finalized and signed by the Tribunal.

3. **RESPONDENTS' APPLICATION FOR CORRECTION AND/OR INTERPRETATION PURSUANT TO ARTICLE 3(2) OF THE ICC RULES**

20. As a preliminary point, the Tribunal recalls the rulings made in the Final Award:
  - (i) Rules that Respondent 1 in this arbitration is the Ministry of Infrastructure and Energy of the Republic of Albania (as the legal successor of the Ministry of Energy and Industry under the License Agreements);
  - (ii) Rules that it has jurisdiction to hear the claims against the MIE, AKBN and Albpetrol that fall within the scope of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;
  - (iii) Finds that the MIE and AKBN breached their obligations to implement fiscal stabilization measures under Article 3.1(c) of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;
  - (iv) Consequently, orders the MIE and AKBN to pay to Claimant the amount of USD 12,577,852.1 as monetary damages for the breach of their obligations under Article 3.1(c) of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;
  - (v) Dismisses the remainder of Claimant's requests for an award of monetary damages for Respondents' various breaches of the Cakran License Agreement and the Gorisht License Agreement;
  - (vi) Dismisses Claimant's request for monetary damages under the Ballsh License Agreement relating to Respondents' alleged failure to hand-over the Ballsh Oilfield;
  - (vii) Rules that Claimant should bear 60% of the costs of the arbitration and that Respondents should bear 40% of such costs, including the expenses incurred



for the Hearing which are common to the Parties. Respondents' reimbursement to Claimant shall bear interest at the rate of 5% from the date of this Award until full payment is made;

(viii) Consequently, orders Respondents to pay to Claimant the amounts of USD 292,760 and EUR 14,451.68, with interest at the rate of 5% running from the date of this Award until full payment is made;

(ix) Rules that each Party shall bear its own legal fees and disbursements;

(x) Consequently, dismisses Claimant's request for monetary damages for the present value of G&A expenditures incurred "*since the loss dates*".

### 3.1. Respondents' position

21. Respondents' Application aims at clarifying the dispositive section of the Final Award. Respondents request that items (iv) and (viii) of the dispositive section of the Final Award be amended as follows (the requesting amendments being marked bold and underlined):

(iv) Consequently, orders the MIE and AKBN to pay **jointly and severally** to Claimant the amount of USD 12,577,852.1 as monetary damages for the breach of their obligations under Article 3.1(c) of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;

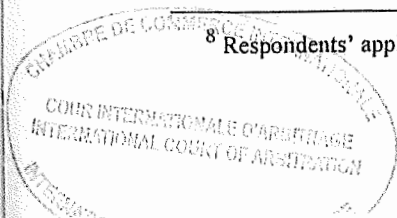
(viii) Consequently, orders Respondents to pay **jointly and severally** to Claimant the amounts of USD 292,760 and EUR 14,451.68, with interest at the rate of 5% running from the date of this Award until full payment is made

22. In support of this request, Respondents argue that it is clear and undisputed between the Parties that for all amounts ordered by the Tribunal, the MIE and AKBN or all Respondents, respectively, may only be jointly and severally liable.

23. Respondents point out that the Royalty Tax Amount of USD 12,577,852 has only been paid once by Claimant and can therefore not be claimed twice from Respondents 1 and 2, which was explicitly confirmed by Claimant's counsel's demand letter dated 14 July 2020 stating:

*"[...] On behalf of GBC, we request MIE and AKBN, and respectively MIE, AKBN and Albpetrol, who are severally and jointly liable, to pay [...]"*<sup>8</sup>

<sup>8</sup> Respondents' application for correction and/or interpretation of the Final Award dated 7 August 2020, p. 3.



24. According to Respondents, in some jurisdictions, if several parties are ordered to pay one monetary amount, it is usually stated that the parties are (only) jointly and severally liable for such payment.<sup>9</sup>
25. Respondents consider the current language of the Final Award to be vague, with a risk of being misunderstood.<sup>10</sup>

### 3.2. Claimant's position

26. In response to Respondents' Application, Claimant stated that it did not take position on the merits of the Application.<sup>11</sup>
27. Claimant also recalled that it had fully advanced the costs of the arbitration and argued that paragraphs 166 and 167 of the ICC note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Rules of Arbitration (hereafter, "**the ICC Note to Parties and Arbitral Tribunals**") essentially provide that no decision on the Application shall be made until payment by one or both parties of the costs fixed by the Court, should such costs be fixed.<sup>12</sup>
28. Claimant also sought an order that no costs for the Application shall be payable by it in any event.<sup>13</sup>

### 3.3. Decision of the Tribunal

29. The Tribunal notes that although it did not take position on this issue when requested by the Tribunal to provide comments on Respondents' Application, Claimant considers that Respondents were jointly and severally liable for the amounts they were ordered to pay in the Final Award, as evidenced by its counsel's letter dated 14 July 2020 mentioned above.<sup>14</sup> Nothing to the contrary was stated in Claimant's submission of 26 August 2020.
30. Both Parties therefore expressly agree that the MIE and AKBN are jointly and severally liable for the amount of USD 12,577,852.1, and that the Respondents are jointly and severally liable for the amount of USD 292,760 and EUR 14,451.68, with interest at the rate of 5% running from the date of the Award until full payment is made.

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<sup>9</sup> Respondents' application for correction and/or interpretation of the Final Award dated 7 August 2020, p. 3.

<sup>10</sup> Respondents' application for correction and/or interpretation of the Final Award dated 7 August 2020, p. 3.

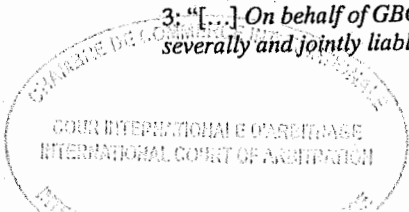
<sup>11</sup> Email from Stikeman Elliot LLP to the Arbitral Tribunal dated 26 August 2020.

<sup>12</sup> Email from Stikeman Elliot LLP to the Arbitral Tribunal dated 26 August 2020.

<sup>13</sup> Email from Stikeman Elliot LLP to the Arbitral Tribunal dated 26 August 2020.

<sup>14</sup> Respondents' application for correction and/or interpretation of the Final Award dated 7 August 2020, p.

3: "[...] *On behalf of GBC, we request MIE and AKBN, and respectively MIE, AKBN and Alpetrol, who are severally and jointly liable, to pay [...]*".



31. For these reasons, the following corrections are made to orders (iv) and (viii) of the dispositive section of the Final Award:

(iv) Consequently, orders the MIE and AKBN to pay to Claimant the amount of USD 12,577,852.1 as monetary damages for the breach of their obligations under Article 3.1(c) of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;

is corrected as follows:

(iv) Consequently, orders the MIE and AKBN to pay jointly and severally to Claimant the amount of USD 12,577,852.1 as monetary damages for the breach of their obligations under Article 3.1(c) of the Cakran License Agreement, the Gorisht License Agreement and the Ballsh License Agreement;

and

(viii) Consequently, orders Respondents to pay to Claimant the amounts of USD 292,760 and EUR 14,451.68, with interest at the rate of 5% running from the date of this Award until full payment is made;

is corrected as follows:

(viii) Consequently, orders Respondents to pay jointly and severally to Claimant the amounts of USD 292,760 and EUR 14,451.68, with interest at the rate of 5% running from the date of this Award until full payment is made;

32. In light of the ICC Court's decision not to fix an additional advance on costs, Claimant's arguments relating to the payment of costs by the Parties do not require any decisions from the Tribunal.



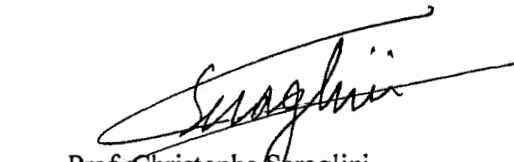
Place of Arbitration: Zurich (Switzerland)

Date: 19 October 2020


The Arbitral Tribunal

  
Ms. Loretta Malintoppi

  
Dr. Sabine Konrad

  
Prof. Christophe Seraglini  
(Chairman)



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Alexander G. FESSAS  
Secretary General  
ICC International Court of Arbitration