Antonios Lianos

From: Fouad Khoury

Sent: Tuesday, August 29, 2017 10:36 AM **To:** Antonios Lianos; Roland Khoury

Cc: Legal Advisor1; Athena Alexandrakis; Samer Khoury

Subject: RE: R E M I N D E R AGREEMENT // Toxotis

Attachments: Agreement for Acceptance of Debt TOXOTIS 25 7 2017.doc

Dear Tony and All;

My recommendation is that you and Roland to take an appointment with Athena to sit with MI Samer for 10 minutes to brief him on the need and value of the attachments and the expected circumstances to allow him make a decision on whether we send the attached to the TV people or not.

Thanks & Regards (شُكراً)

Fouad Khoury ACA, MBA

Vice President Group Treasury Investments and Insurance

Tel: +30 210 6182 666 Mob:+30 694 1581 809

From: Antonios Lianos

Sent: Tuesday, August 29, 2017 10:31 AM **To:** Samer Khoury <sskhoury@ccc.me>

Cc: Fouad Khoury <fkhoury@ccc.me>; Roland Khoury <RoKhoury@ccc.net>; Legal Advisor1 <LA1@ccc.net>

Subject: RE: R E M I N D E R AGREEMENT // Toxotis

Dear Mr. Khoury,

Please find attached the latest Debt Acceptance agreement prepared by George Stathakos, as amended by Petros Machas, reviewed by us and Roland and deemed acceptable.

We seek your direction on how to handle this from now on. Should we send it to Stathakos or to Kiriakos for further processing or, otherwise, please advise other action you deem appropriate.

Both Roland and I are available should you need any clarification.

Best regards,

Tony

From: Fouad Khoury

Sent: Friday, July 21, 2017 3:10 PM
To: Roland Khoury <RoKhoury@ccc.net>

Cc: Samer Khoury < sskhoury@ccc.me >; Antonios Lianos < ALianos@ccc.net >; Legal Advisor1 < LA1@ccc.net >

Subject: Re: R E M I N D E R AGREEMENT

Dear Roland

Many thanks for the below and the new findings.

Yes I agree that our external lawyers to look at the proposed agreement and to add new provisions and amendments to ensure any or all of your suggestions like; personal guarantee from the Owner or any other reliable individual..... plus this debt should appear and be reflected in their books to be official as well some other legal local requirement should be done to have a stronger value.

Thanks & Regards (شنگرأ)

Fouad Khoury <u>ACA, MBA</u>

Vice President

Group Treasury Investments and Insurance

Consolidated Contractors Company

62B Kifissias Ave. Marroussi 15110 Athens – Greece

Tel: <u>+30 210 6182 666</u> Mob: <u>+30 694 158 1809</u>

On Jul 21, 2017, at 1:33 PM, Roland Khoury < RoKhoury @ccc.net > wrote:

Dear Fouad:

We just finished the meeting with our lawyer who brought us good news. We discovered that TOXOTIS is in a good shape making some profits since 2012 (4.9 Million Euros) up till 2016 (1.7 M euros), the company owns office, storage, a piece of land..... therefore (although we know that we don't want a war) yet still we can put pressure on them, since TOXOTIS doesn't have any debt and is not subject to any lawsuit or procedure.

On the other hand all the law cases are against the Old man's <u>WIFE</u> only. They froze her assets (almost one million euro cash) and her case is for 23 M euros (tax evasion and money laundering). There isn't any case against the old man who owns only a very small piece of land in Karditsa village, nothing else.

Regarding the recognition of debt agreement received from GEORGE S STATHAKOS, I believe it is a good start but Our main concern and interest is to have the Owner responsible for this debt and not only the Company. What if the Company goes into liquidation or bankrupt without leaving any assets? We need a personal guarantee from the Owner or any other reliable individual..... plus this debt should appear and be reflected in their books to be official as well some other legal local requirement should be done to have a stronger value.

Therefore I would like our local external lawyer to review it and give his opinion and suggestions on how to enforce this deed to be totally executable.

Best Regards;

RK

From: Fouad Khoury

Sent: Friday, July 21, 2017 11:15 AM **To:** Samer Khoury <sskhoury@ccc.me>

Cc: Roland Khoury < RoKhoury@ccc.net > Subject: RE: R E M I N D E R AGREEMENT

Dear Samer Many thanks.

I am waiting for Roland green light before I communicate the same to Ahmad.

Thanks & Regards (شُكراً)

Fouad Khoury ACA, MBA

Vice President

Group Treasury Investments and Insurance

Tel: +30 210 6182 666 Mob:+30 694 1581 809

From: Samer Khoury

Sent: Friday, July 21, 2017 11:14 AM

To: Fouad Khoury < fkhoury@ccc.me >
Subject: FW: R E M I N D E R AGREEMENT

I am okay with this agreement

samer

From: Athena Alexandrakis

Sent: Friday, July 21, 2017 6:21 AM

To: Samer Khoury < sskhoury@ccc.me >
Subject: R E M I N D E R AGREEMENT

From: Samer Khoury

Sent: Thursday, July 20, 2017 6:24 PM

To: Athena Alexandrakis <AAlexandrakis@ccc.net>

Subject: Fw: AGREEMENT

Let me see tomorow

Sent from my BlackBerry 10 smartphone.

From: George Stathakos <<u>stathakos@sklawoffice.gr</u>>

Sent: Thursday, 20 July 2017 16:57

To: Fouad Khoury

Cc: Samer Khoury; 'kyriakos tobras'; 'Ahmad Aljoundi'

Subject: FW: AGREEMENT

Dear Fouad

I am sending you the two proposals for the acceptance of Debt by TOXOTIS

The attachment under the title Agreement for Acceptance of Debt TOXOTIS is my proposal and the attachment TOXOTIS CCE AGREEMENT NEW 3M is with the modifications of Mr Kyriakos Tobras

Please review the TOXOTIS CCE AGREEMENT NEW 3M document and advise for any comments

Best Regards

George

GEORGE S STATHAKOS

LAWYER 19 SOLONOS str ATHENS +30 210 3239508 FAX +302103239509

Mobile: +306932402364

This email and any attachments to it may be confidential and are intended solely for the use of the recipient(s). If you are not the intended recipient of this email, you must neither take any action based upon its content, nor copy or show it to anyone. Please contact the sender if you believe you have received this email in error. Statements and opinions expressed in this e-mail are those of the sender, and do not necessarily reflect those of CCC unless explicitly so mentioned. FYI, CCC regularly deploys anti-virus and malicious software protection, we however cannot accept any liability for damage caused by any virus / error transmitted by this email.

PRIVATE AGREEMENT FOR OUT-OF-COURT SETTLEMENT OF SUBCONTRACT CLAIMS dated on this ... day of July 2017.

This Agreement was entered today by an	d between the following parties	:
--	---------------------------------	---

(1) AL GHANDI & CONSOLIDATED CONSTRACTORS INTERNATIONAL COMPANY (LLC),	
a corporation established and operating under the laws of Dubai, under	
registration number at the Company Register of,	
having its registered office at Dubai C.R. No 40141 (hereinafter referred to as	
«the Contractor/Creditor»), duly represented for the purposes of this	
Agreement by its Regional Managing Director Operations Mr. Walid Salman,	

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and

- (3) "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL", a corporation established and operating under the laws of, under

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FOR THE CONTRACTOR/ $\underline{CREDITORDEBTOR}$ SUBCONTRACTOR/ $\underline{DEBTORCREDITOR}$

FOR THE

having its	number at the Companies of the com	(hereinafter referred		
«CONSOLIE	DATED CONSTRUCTION ENGINEERII	NG AND PROCUREMENT	CO For	matted: Font: Bold
SAL»), du	ly represented for the purposes	of this Agreement by	/ its	
	, Mr, and			
4) <u>Mr.</u>	, son of, resident of	, hold	er of	
Greek Plice	ID no. , issu	ued by the Police Departme	nt of	
	, on	, with Greek tax nu	mber	
	(hereinafter referred to	as «the Guarantor»).		
			Fori	matted: English (United Kingdom)
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SUBCONTRACT WORKS.

- According to section 3 of the SUBCONTRACT AGREEMENT, it is stipulated
 that if the Contractor/Creditor in its sole discretion, deems that the
 PROPOSAL is not adequate, or if the PROPOSAL is not submitted to the
 Contractor/Creditor, Contractor/Creditor shall notify
 Subcontractor/Debtor of its dissatisfaction and of its decision to
 terminate the SUCONTRACT AGREEMENT.
- Subcontractor/Debtor never sent the PROPOSAL, as out above.
- According to section 4 of the SUBCONTRACT AGREEMENT, as amended pursuant to the amendment signed between the Parties on 29.8.2016 (hereinafter referred to as the "SUBCONTRACT AGREEMENT AMENDENMENT"), Contractor/Creditor, through the company "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL", transferred to Subcontractor/Debtor the necessary advance payment of EURO THREE MILLION (hereinafter referred to as the "ADVANCE PAYMENT") as per the SUBCONTRACTOR AGREEMENT, as the ADVANCE PAYMENT has been recorded in the Subcontractor's/Debtor's books and records, and in particular in the Subcontractor's/Debtor's
- Subcontractor/Debtor although received the ADVANCE PAYMENT never provided to the Contractor/Creditor the Unconditional Bank Guarantee amounting to the same amount of EURO THREE MILLION which is stipulated in section 4 of the SUBCONTRACT AGREEMENT.

liabilities, as an advance payment.

For those_the reasons set out above, Contractor/Creditor, according to section 5 of the SUBCONTRACT AGREEMENT, submitted to the Subcontractor/Debtor a NOTICE TO TERMINATE which was announced (served) on the Subcontractor/Debtor on 6 June 2017 with the no. C-608 performance report of Mr Aristides Kon. Stephanis court bailiff at the Court of Appeal of Piraeus (hereinafter referred to as the "NOTICE TO TERMINATE") under which the Contractor notified the Subcontractor/Debtor (a) of its decision to terminate the SUBCONTRACT

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AGREEMENT with immediate effect form from the date of the NOTICE TO TERMINATE, which was constituteding a NOTICE TO TERMINATE and (b) of Subcontractors/Debtors obligation to return to the company "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" the whole ADVANCE PAYMENT of EURO THREE MILLION which the Subcontractor received, within seven (7) days of receiving the notification according section 5 of the SUBCONTRACT AGREEMENT.

Contractor/Creditor informed also the Subcontractor/Debtor that in the event the whole or part of the ADVANCE PAYMENT of EURO THREE MILLION is not received within seven (7) days of receipt of the NOTICE TO TERMINATE notification (hereinafter referred to as the "Deadline") the Contractor/Creditor shall deem the unpaid amount outstanding from the date of the Deadline onwards and impose and request default interest, according to the laws of Switzerland, on the unpaid balance of the ADVANCE PAYMENT until full settlement (hereinafter referred to as the "Default Interest").

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The Subcontractor/Debtor has the intention to fulfil its obligation to repay pay the Contractor/Creditor the Advance Payment, with all Default Interest, if applicable as per the terms and conditions of the present Private Agreementall the amounts outstanding.

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The Guarantor wishes to personally guarantee the Subcontractor's/Debtor's
 obligation to repay the Advance Payment, with all Default Interest, if
 applicable as per the terms and conditions of the present Private Agreement.

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HAVE EXPRESSLY MUTUALLY AGREED AS FOLLOWS:

1. DEFINITION OF AMOUNTS OUTSTANDING & PROMISE TO PAY

1. The Subcontractor/Debtor (TOXOTIS SA CONSTRUCTION COMPANY) hereby recognizes and expressly accepts that _as per art. 873 et seq. of the Greek Civil Code, the

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amount of EURO 3,000,000.00 (THREE MILLION EUROS) (hereinafter referred to as the "DebtEBT"), as-resultings from the ADVANCE PANYMENT and the NOTICE TO TERMINATE-of the Contractor/Creditor described in detail above, is outstanding as of today and is due in its entirety to the Contractor/Creditor and/or CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL.

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- 2. The Subcontractor/Debtor hereby expressly declares that it has received the ADVANCE PAYMENT from the Contractor through the company "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" and has not repaid it until today.
- 3. Therefore, the Subcontractor/Debtor declares that he_it has no objection or claim whatsoever against the Contractor/Creditor regarding the SUBCONTRACT AGREEMENT or against "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL", further declaring that it expressly and without reservation accepts to pay and recognizes the total amount of the Debt, which have been timely and duly received by it.
- 4. Furthermore, the Subcontractor/Debtor undertakes not to challenge the validity of the claims of the Contractor/Creditor and "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" regarding the Debt and waives the right to compensate offset any other claim that it may have against the Contractor/Creditor or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" now or in the future, directly or indirectly with against part or all of the amounts due to the Contractor/Creditor and/or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" in relation to the Debt. The Subcontractor/Debtor equally waives the right to compensate offset any claim it may have arising out of tort, now or in the future, against the Contractor/Creditor and/or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL".

5. Finally, the Subcontractor/Debtor hereby promises to pay the Contractor/Creditor and/or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" the totality of the amounts due to it in relation to the Debt as per the bellow payment schedule (hereinafter referred to as the "the Payment Schedule").

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The Payment Schedule provides for the <u>payment_full settlement</u> of the entire amount due <u>by Subcontractor/Debtor</u> in relation to the Debt (hereinafter <u>referred to as the "the Settlement Amount"), which shall be settled in by-instalments (each instalment hereinafter referred to as the "Instalment") as follows:</u>

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(a) On-By 31st of December, 2018, the Subcontractor/Debtor will shall have paid pay to the Contractor/Creditor the 1st Instalment amounting the amount of to EUROS EIGHT HUNDREND THOUSAND (800,000.00 €).

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(b) On By 31st of December, 2019, the Subcontractor/Debtor shall have paid will pay to the Contractor/Creditor the 2nd Instalment amounting to the amount of EUROS FIVE HUNDREND AND FIFTY THOUSAND (550,000.00 €).

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(c) On By 31st of December, 2020, the Subcontractor/Debtor shall have paid will pay to the Contractor/Creditor the 3rd Instalment amounting to the amount of EUROS FIVE HUNDREND AND FIFTY THOUSAND (550,000.00 €).

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(d) On-By 31st of December, 2021, the Subcontractor/Debtor shall have paid will pay to the Contractor/Creditor the 4th Instalment amounting to the amount of EUROS FIVE HUNDREND AND FIFTY THOUSAND (550,000.00 €).

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- (e) On By 31st of December, 2022, the Subcontractor/Debtor shall have paid will pay to the Contractor/Creditor the 5th Instalment amounting to the amount of EUROS FIVE HUNDREND AND FIFTY THOUSAND (550,000.00 €).
- (f) All the amounts of the instalments will be paid free and clear of any withholding deductions of any charges, taxes, levies and duties.
- (g) On the basis of an amicable settling settlement of the Debt, no Default Interest interest or other penalty shall be imposed on the Debt applied or on any Instalment thereof, as long as all the instalments Instalments are paid within 10 (ten) calendar days from the date they become due.

2. COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES

The Contractor/Creditor shall use its best efforts to subcontract to the Subcontractor/Debtor work form projects which may arise and awarded to the Contractor/Creditor, provided that the Subcontractor/Debtor will have the ability and capacity to execute the subcontracted work and under competitive prices.

3. BREACH OF OBLIGATIONS BY THE BUYER/DEBTOR & GUARANTEES

- The Subcontractor/Debtor guarantees the timely and appropriate payment of all the instalments according to the Payment Schedule.
- 2. Should any of the instalments of the Settlement Amount as laid out in the Payment Schedule not be paid on the date it becomes due, essential breach of this Agreement shall be deemed to have taken place and therefore. this shall constitute an automatic breach of the present Private Agreement, in which case, both the Instalment that was not paid within 10 (ten) calendar days from the date it became due (hereinafter referred to as the "Due Instalment") as well as all subsequent Instalments that are due thereafter (hereinafter referred to as the "Subsequent Instalments") shall all become due and outstanding at the time the Due Instalment became outstanding (i.e. 10 (ten) calendar days from the date it became due), with Default Interest imposed on both the Due Instalment and the Subsequent Instalments retrospectively from Deadline, as this term is defined in the preamble of

this Agreement. Moreover, the Contractor/Creditor shall have the right at his entire discretion to refuse any such delayed payment and declare all of the unpaid instalments under the Payment Schedule due and payable at once and shall have the right to stamp this agreement and enforce it against the Subcontractor/Debtor and take any other immediate legal actions against the Subcontractor/Debtor.

In this case, interest shall apply on the Settlement Amount from the date of such breach.

- 3. The Guarantor personally guarantees the full performance of all of the Subcontractor's/Debtor's obligations, as set out in this Private Agreement, and renders himself personally and severally liable, as an initial debtor, together with the Subcontractor/Debtor, for the the full performance of all of the Subcontractor's/Debtor's obligations. the Guarantor shall be liable under this Agreement as if he were a party to the SUBCONTRACT AGREEMENT. Accordingly, the Guarantor shall not be discharged, nor shall his liability be affected, by anything which would not discharge the Subcontractor/Debtor or affect its liability. The liabilities and obligations of the Guarantor under this guarantee shall remain in force despite any:
 - neglect, delay or forbearance of the Contractor/Creditor and/or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" in enforcing payment or any other obligation due under this Private Agreement; or
 - the giving of time by the Contractor/Creditor and/or "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" to the Subcontractor/Debtor in relation to such enforcement; or
 - any variation in the terms of this Private Agreement; or
 - the assignment of this Private Agreement; or
 - the insolvency or liquidation of the Guarantor, the Contractor/Creditor, "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL" or the Subcontractor/Debtor; or

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PRIVATE SETTLEMENT AGREEMENT

JULY 2017

 termination of this Private Agreement whether by operation of law or otherwise; or

any other act, omission, matter or thing whatever whereby (but for this
provision) the Guarantor would be exonerated either wholly or in part from
this guarantee, other than a release by deed given by the Contractor/Creditor
and "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO
SAL".

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4. WAIVER

Failure on the part of the Contractor/Creditor to exercise any option immediately upon the occurrence of a default under this Agreement shall not operate to bar the right of the Contractor/Creditor to exercise the option later or on any subsequent default.

5. COLLECTION COSTS

The Subcontractor/Debtor agrees to pay all costs for collection, legal expenses and attorney's fees, incurred or paid by the Contractor/Creditor in the collection and/or enforcement of this Settlement Private Agreement.

6. MODIFICATIONS

No modification or indulgence by either party hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion.

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PRIVATE SETTLEMENT AGREEMENT

JULY 2017

7. MISCELLANEOUS

The parties must inform each other of any changes in name or address or company

status of their respective corporate entities as soon as such change is scheduled or

imminent, especially if such change may affect the interests of the other party under

this Agreement and, in any case, if unforeseeable, immediately upon such change

taking effect.

8. ENFORCEABILITY

The parties hereby mutually declare the present agreement to constitute legal title

immediately enforceable and cleared, granting the right to the $\underline{\text{Contractor/Creditor}}$

and "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO

<u>SAL"Supplier/Creditor</u> to request the <u>any</u> Court to issue a Payment Order against the

Subcontractor/Debtor and/or the Guarantor Buyer/Debtor in the event the

Subcontractor/Debtor and/or the Guarantorlatter defaults in performing its their

obligations under this Agreement.

The Subcontractor/Debtor and/or the Guarantor Buyer/Debtor agrees to remain

fully bound until Settlement Amount shall be fully paid and waives demand,

presentment and protest and all notices hereto. The rights of the

<u>Contractor/CreditorSupplier/Creditor</u> and "CONSOLIDATED CONSTRUCTION

ENGINEERING AND PROCUREMENT CO SAL" shall be cumulative and not necessarily

successive.

9. JURISDICTION

This Private Agreement shall be governed by and construed with the laws of

Switzerland. All disputes arising out of or in connection with this Private Agreement

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Page 10 of 10

FOR THE CONTRACTOR/<u>CREDITOR</u>DEBTOR
SUBCONTRACTOR/<u>DEBTORCREDITOR</u>

FOR THE

shall be finally settled under the Rules of Arbitration - or their successors - of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Geneva, Switzerland. This note will be government by the laws of Greece or Switzerland with the exclusive right of choice to the non-breaching party.

Nothing in this Clause 9 shall be construed as preventing any Party from seeking conservatory, provisional, injunctive or similar interim relief from any court of competent jurisdiction, including Greece.

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In witness whereof, the parties signed the present Agreement in two-four original documents as follows and each party was given one such original document.-

For the Contractor/DebtorCreditor
Subcontractor/CreditorDebtor

For the

Witnessed: ______ Date: _____

Witnessed: _____ Date: ____

For the Guarantor For "CONSOLIDATED CONSTRUCTION ENGINEERING AND PROCUREMENT CO SAL"

Witnessed: Date:

Page 11 of 10

Date:

Witnessed:

PRIVATE SETTLEMENT AGREEMENT

JULY 2017