

TRANSACTION: ALK/1B/090514 – Dated: MAY, 09th 2014

GLOBAL MASTER AGREEMENT FOR PURCHASE OF BANK SECURITIES

This Agreement is submitted by the Asset Provider, **CAPITAL STRATEGIES GROUP LTD.**, operative office at **20, RUE ADRIEN LACHENAL, 1207 GENEVA, SWITZERLAND**, represented by **DIRECTOR, MR. RAJKO MITIC**, holder of passport Nr. **F 1088566 (SWITZERLAND)** and hereinafter referred to as the “**PROVIDER or SELLER**”.

And

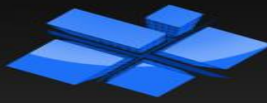
This Agreement is accepted by the Funding Provider, **A.L. KALOGEROS LTD.**, with registered address at **68, JOHN KENNEDY AV. PALLOURIOTISSA – 1046 NICOSIA - CYPRUS**, represented by **CHAIRMAN MR. LAMBROS KALOGEROS**, holder of Passport Nr. **K00078394 (CYPRUS)**, hereinafter referred to as the “**BUYER**”.

RECITALS

WHEREAS, THE BUYER confirms by submission of formal application documents, that he is ready, willing and able to facilitate the purchase with funds or bank credit facility, which are good, clean, cleared and of non-criminal origin and of non-terrorist origin, on a **FUNDS FIRST MODE** of the following bank instrument of value and quality, hereinafter referred to as "**BANK INSTRUMENT**" or "**BANK SECURITY**":

WHEREAS, the SELLERS represent and warrant that they are acting as settlement institution (a **CLEARING HOUSE**) and are ready, willing and able to provide, or commit to cause the delivery, of the above mentioned bank instrument as requested by the **BUYER**, and that the Bank Instrument is clean and cleared, free of any encumbrance, of non-criminal origin, and is irrevocable, transferable, unconditional and confirmed for cash payment of full face value at maturity by the Issuing Bank.

Purchase security	BOND
Issuing Bank	HSBC BANK
ISIN Code	IT0006709023
Contract Amount	EUR 975,712,000.00.- (NINE HUNDRED SEVENTY FIVE MILLION, SEVEN HUNDRED TWELVE THOUSAND EUROS)
Maturity	30/11/2015
Coupon	2%
Purchase Price	55.50% + 2% COMMISSION
Call Option	EUR 146.350,00.-
Transaction Mode	Delivery Versus Payment (DVP)



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WHEREAS, the **BUYER** represents and warrants under full legal and personal responsibility, that he is capable to arrange funds or credit facility under his full control and to fulfill the requirements of the **SELLERS** for the payment of the agreed amount, as per the tranche schedule, in total of **EUR 561.034.400.00.- (FIVE HUNDRED SIXTY ONE MILLION, THIRTY FOUR THOUSAND, FOUR HUNDRED EUROS)** equal to **57.50%**, of the **FACE VALUE**, which shall be paid to the **SELLERS** by the Buyer, as the total settlement against the bank instrument, for purchase and full ownership of the bank security.

WHEREAS, The **BUYER** represents and warrants that he is fully aware and agree that a DD process will be made with his settlement bank (per **ARTICLE 4**) in order to verify that his funds are ready for the transaction and deposited under Buyer's name, and Buyer further confirms that he is aware and agree that the DD process will be made by the **SELLER'S** appointed bank, as in **ARTICLE 10**.

WHEREAS, both Parties declare under perjury of law, that they are fully aware that the information presented by the parties now and in the past are not in any way considered or intended to be solicitation of funds or any sort solicitation of business or services of any sort, or any type of offering, but must be intended for general knowledge and educational purposed only.

WHEREAS, the parties hereto agree that the transaction shall be entered into and performed subject to the Agreement and subject to the decision governing the manner, in which open market operations are conducted by the **SELLERS** or a designated **CLEARING HOUSE**, as well as regulations enacted for the purpose of implementing such operation.

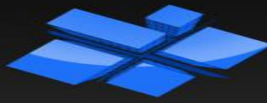
NOW, THEREFORE, for good and valuable consideration, the **BUYER** and the **SELLERS** hereby enter into this Agreement for the purpose set forth herein and represent, warrant, and agree as follows:

ARTICLE 1

The Buyer executes this Agreement and concurrently with its execution hereof, supplies a compliance package, including full banking coordinates, color copy of the Signatory's Passport, Corporate Resolution if corporation, Fee Protection Agreements for the intermediaries and Client Information Sheets. This Agreement duly signed by the Seller shall become immediately effective upon execution of it by the Buyer, at which time this Agreement becomes a full legal and binding contract between the Parties.

ARTICLE 2

The Buyer will countersign the Agreement and within 5 working days following his signature of this Agreement, will cover the "**Call Option**" cost against the Pro-Forma Invoice of the Seller in the amount of **EUR 146.350,00.- (One hundred forty six thousand, three hundred fifty euro only)**, corresponding to the minimum required cost of the first tranche Call Option premium and clearing settlement cost for the first tranche and any further tranches. The "**Call Option**" payment will be refunded by the Seller at the end of the transaction, or can be deducted by the Buyer from the amount of his payment of the bank security last tranche, when it is paid by the Buyer to the Seller.



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ARTICLE 3

- a) **Only upon receipt** of the above payment, the Seller will provide to post on the market the "**Call Option**", which will grant the Buyer 21 days of exclusive reservation and will fix price of the security, and within the following Five (5) Banking days the Seller will send to the Buyer a **CORPORATE INVOICE**, which includes Deed of Assignment and Bond Power, along with Bloomberg Trade Tickets and Screenshot of the security, Euroclear/Clearstream printouts, stock security cards, prospectus if available and any additional information, which will enable the Buyer's Bank to authenticate the bank instrument. Simultaneously to the issuance of the Corporate Invoice the Seller will instruct his bank to issue **Swift MT799 Pre-Advice** from Bank to Bank (only if required in the application form).
- b) Within 3 banking days following the receipt of the Corporate Invoice, the Buyer will advise to the Seller that his settlement bank (as in **Article 9**) stands ready to receive the DD communication and to reply to it, in accordance with the terms and conditions of the Agreement and the Corporate Invoice or in alternative Buyer is required to cause the MT541 Delivery in order to trigger Settlement/Closing Process.

ARTICLE 4

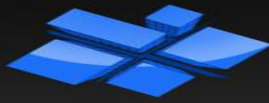
Upon Seller's receipt of Buyer's advice, and within 24-48 hours, the Seller's appointed Bank (as in **Article 10, c**) will communicate directly with Buyer's Bank, through Bloomberg Networking System or by Certified Banking Email, for conducting the DD process, which is required prior to the DVP settlement. The Seller's appointed Bank will confirm the availability of the bank security, the price of the security, the face value amount of the security and additional settlement procedures/details. Additionally, Seller's appointed Bank will request from Buyer's Bank to confirm that they are ready to receive the bank security, and that the Buyer has an existing account in his name with the agreed amount for the purchase in cash funds, ready for the actual tranche, and Buyer's bank will be requested to confirm that he is RWA to complete the purchase and to make the payment after the receipt and authentication of the referenced bank security.

ARTICLE 5

The Buyer is hereby re-confirms under full personal and legal responsibility, that at the time of signing of this agreement he has the required funds for the purchase of the bank instrument actual tranche, ready in his bank account, in Cash or in banking approved and confirmed Credit Line, and such cash or credit facility will enable him to instruct his settlement bank to respond to Seller's appointed Bank DD communication, and further to undertake to receive the security and to make full payment in accordance with the tranche schedule, which will enable the Seller to be satisfied for the total price of **EUR 561.034.400.00.- (FIVE HUNDRED SIXTY ONE MILLION, THIRTY FOUR THOUSAND, FOUR HUNDRED EUROS)** equal to **57,50%**.

ARTICLE 6

The Buyer's Bank will respond to Seller's appointed bank communication in same manner, and will confirm under full bank responsibility that he is fully aware of the transaction and is ready to receive the bank security and that the funds are available in Buyer's account to pay for the Bank Instrument in the total amount as specified in the Corporate Invoice. Additionally, Buyer's Bank will confirm that upon delivery and satisfactory verification of the Bank security, the Buyer's Bank will immediately remit the payment by Swift MT-103 protocol (T-3 PROTOCOL) to Seller's designated bank, in accordance with the payment instructions of the Corporate Invoice.



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ARTICLE 7

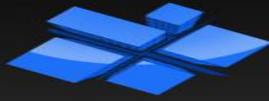
Upon receipt of Buyer's Bank written reply to Seller's appointed Bank DD communication, the Seller shall cause the transfer of the Bank Instrument through EUROCLEAR, directly to Buyer's designated bank, with a courtesy advice to the Buyer. The Buyer's Bank upon receipt and successful authentication and verification of the Bank Instrument Swift MT-760, will accept the Bank Instrument, and within one hundred sixty eight (168) hours will make full Payment by Swift MT-103 Wire Transfer, as per above **Articles 5 and 6** and in accordance with the tranche schedule and the payment instructions of the Corporate Invoice.

ARTICLE 8

Hard copy of the Bank Instrument will be delivered by bonded courier within Five (5) to Seven (7) days after the payment of the Buyer is cleared. Commission will be paid simultaneously by the Buyer to the intermediaries as per FPA.

ARTICLE 9 - BUYERS OBLIGATIONS

- a) The Buyer confirms under penalty of perjury that when he is signing this Agreement and other documents and agreements in reference to this transaction, the Buyer and his designated bank officers are completely aware of all the terms and conditions of this transaction, and that they have available of the financial facilities as per above **Article 5**, and are ready for verification on a bank-to-bank basis when requested.
- b) The Buyer is further confirm that at any time during the transaction, he may be required by the Seller to provide an account statement along with Authorization to Verify Funds, in order to have a bona fide verification that the funds as per Article 5 stand ready for the purchase.
- c) The Buyer grants under penalty of perjury that if at the time of the call option the amount of the bank security, calculating the minimum denominations, will not be available in full they shall accept also an amount not less than 75% of the face value amount requested.
- d) The Buyer warrants and attests, that he has full legal title, rights, interest, control and authority to commit and invest these funds and has chosen to do so in his own free will and sole decision without any solicitation or influence from the Seller.
- e) The Buyer understands and acknowledges that Seller's bank will initially establish the placement of this transaction based on the face value representations and documentation of the Buyer, and that any misrepresentation of the Buyer or his bank(s) may be considered criminal bank fraud. The Buyer hereby indemnifies the Seller against any misrepresentation of the Buyer.
- f) The Buyer acknowledges that this agreement together with the Pro-Forma Invoice of the Call Option and the Escrow Services Agreement is considered as the Option Agreement and no additional document is required for the Call Option.
- g) The Buyer confirms that his Settlement Bank coordinates for the DVP settlement are as follows:



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BUYER'S RECEIVING/PAYING BANK:

BANK NAME: TBA
BANK ADDRESS:
ACCOUNT NR./IBAN#:
ACCOUNT NAME:
SWIFT CODE:
BANK OFFICER:
EMAIL ADDRESS:
TELEPHONE:
FAX:

ARTICLE 10 - SELLER OBLIGATIONS

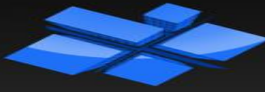
- a) The Seller confirms under penalty of perjury that when he is signing this Agreement he is fully aware of his commitment to sell and deliver the bank instrument.
- b) The Seller confirms under penalty of perjury that he will deliver the security or will arrange the negotiation with the provider, who holds or provides the security.
- c) The Seller confirms that the Seller's appointed Financial institution for conducting the DD process, is the following:

SELLER'S BANK COORDINATES:

BANK	NBG GROUP
BANK COMMUNICATION VIA	CERTIFIED BANKING EMAIL

- d) The Seller confirms that upon successful DD process, the above-mentioned Seller's appointed Bank will advise to the Buyer's bank all details of the Seller's Settlement bank for the DVP final closing.
- e) The Seller confirms that the appointed **SELLER'S ESCROW COMPANY'S BANK** coordinates to settle the security reservation under the Call Option are the following:

Bank Name	HELLENIC BANK
Bank Address	NICOSIA INTERNATIONAL BUSINESS CENTER, 173 ATHALASSA Ave. 2025 STROVOLOS, NICOSIA, CYPRUS
IBAN	CY82 0050 0140 0001 4001 5603 4701
Swift Code	HEBACY2N
Account Name	TRADEFEST HOLDINGS LTD



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ARTICLE 11 – BANK COMMUNICATION

This transaction will be closed on a bank-to-bank basis, using for communication only Swift messaging system, or certified banking emails, or Bloomberg Network System in accordance with the Articles of the Agreement, which are applying to the mode of communication, respectively. Any contact between or with the parties' banks without written authorization of the Parties will render immediately this Agreement null and void, and the responsible Party will be obligated to cover the expenses and damages.

ARTICLE 12 – THE PARTIES COMMUNICATION

For communication, the Parties may use the following coordinates, with written communication preferred for keeping records, sending always a copy of the communication to their direct authorized consultant/ representative.

For the Seller:

TEL/FAX: **+41 78 830 80 20** (for voice & fax messages only)

EMAIL: compliance@capitalstrategies.biz / legal@capitalstrategies.biz

For the Buyer:

TEL.: **+357 22 34 71 22**

EMAIL: alkalogerosltd@gmail.com

ARTICLE 13 - NATURE OF TRANSACTION, QUALIFICATION AND AWARENESS

This transaction is for buying bank instruments, and shall be conducted between the principal entities. Both parties confirm that each is fully empowered, legally qualified and duly authorized to execute and deliver this document and to be bound by its terms and conditions. Such terms and conditions are also binding upon the parties' respective successors and assigns. The Buyer is further confirms that he is fully aware and has the full knowledge in regard to the settlement institution (the clearing house) operation.

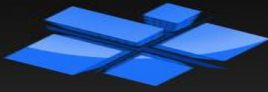
ARTICLE 14 – NON CIRCUMVENTION CLAUSE

The Parties hereto agree to abide by the international practice of Non-Circumvention and Non- Disclosure, which shall survive the termination of this Agreement for any reason. I.e. for five (5) years hereof the Parties will not circumvent each other through any third party and not disclose any vital or commercially valuable information in this respect. This Contract and related information shall be kept confidential and is not to be reproduced in any manner whatsoever, except on a read-to-know-basis, to people or entities directly involved with the closing of transaction(s) herein contemplated.

ARTICLE 15 - FORCE MAJEURE

None of the Parties will be responsible, as determined by the International Chamber of Commerce (ICC), Paris Accords (Publication 421 E), regarding the impossibility to execute this contract, fully or partially, when this impossibility is directly or indirectly determined by the causes specified by ICC and that are below reported in English:

- A. Causes beyond their reasonable control;
- B. Acts of Nature
- C. Wars (declared or undeclared);



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- D. Fire, flood, sabotage, nuclear accident, earthquake, storm, epidemic;
- E. Acts or Non-Actions of any Governmental Authority (de jure or de facto), including the intervention of the Federal Reserve Bank of the United States which have the effect of prohibiting or otherwise limiting the Corporate Objective of this Agreement;
- F. Banks and/or Financial Institutions are closed by reason of industrial dispute or governmental intervention or due to pre-planned yearly vacation in Europe.

ARTICLE 16 - INDEMNIFICATION

The Parties hereto agree to indemnify and hold each other harmless from actions, debts or liabilities caused or taken by them. Each Party shall be liable only for his own actions, debts or liabilities, except such expenses/fees as mutually agreed in writing.

ARTICLE 17 - ARBITRATION

Any eventual controversy, having as object the interpretation of the clauses of the Agreement, will be submitted to an arbitration board according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) Paris, France.

ARTICLE 18 - TAXES, DUTIES AND EVENTUAL EXPENSES

Each party, individually and separately accept liability for any taxes, imposts, levies, duties or charges that may be applicable in execution of their respective roles and receipt of funds pursuant to this agreement.

ARTICLE 19 - ENTIRE AGREEMENT

This is the entire agreement for the transaction carrying the above referenced transaction code. This agreement has **8 pages** including the signature page, and each of which pages has the same force and effect as of the signature page. The parties agree that this Agreement supersedes and replaces entirely any and all prior Agreements, written or otherwise, between the Parties, with respect to the transaction contemplated herein, and it represents the entire Agreement between the parties. No changes, alterations or substitutions shall be permitted unless the same shall be notified in writing and signed by both parties.

ARTICLE 20 - GOVERNING LAW

This Agreement shall be governed and shall be construed in accordance with the laws of the France Republic, in effect on the date of its execution. The parties choose the courts in and for France Republic as having exclusive jurisdiction over the parties and the subject matter of this agreement and the sole proper forum for the adjudication of any dispute arising hereunder. Said law shall be applicable law governing the construction, performance, interpretation, execution, enforceability, validity and any other such matter regarding this document.

ARTICLE 21 - CONDUCT OF THE PARTIES

In carrying out its responsibilities pursuant to this Agreement, each Party, shall at all times act in a lawful and ethical manner and abide by all applicable statutes, laws, rules and regulations.



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ARTICLE 22 - ORIGINAL OF COPIES

Scanned emails copies of this Agreement, including the signatures shown herein, shall be deemed as valid as originals. This Agreement shall be accepted to be legal and binding by both parties if executed and sent by fax and/or email direct to the parties concerned at the numbers contained within this Agreement.

ARTICLE 23 - VALIDITY

This Agreement will be considered Null and Void, in case if one of the following situations applies:

- A. The Agreement is not countersigned by the Buyer within 5 Banking Days, from the date of its submission by the Seller and received by the Buyer, or
- B. The Call Option premium has not been paid by the Buyer within the 5 working days following his countersigning of the agreement, or
- C. The Buyer and/or his Settlement Bank did not succeed to perform their obligations during the 21 days reservation resulting from the "Call Option" in accordance with **Articles 6 & 7**. In such a case, the Buyer is entitled to request additional 21 days extension of the transaction and he will have to cover the "Call Option" costs once again in order to issue new Trade Ticket.

THIS AGREEMENT HAS BEEN MADE IN EIGHT (8) PAGES, AND HAS BEEN WRITTEN AND AGREED UPON COMPLETELY BY ALL PARTIES, IN TWO (2) ORIGINALS AND IDENTICAL COPIES, ONE FOR THE SELLER AND ONE FOR THE BUYER, AND DATED **MAY 09th, 2014**, AND IS SIGNED FOR ACCEPTANCE BY ALL THE PARTIES BELOW.

The Provider:
For and on behalf of the
CAPITAL STRATEGIES GROUP LTD.
RAJKO MITIC – DIRECTOR
PASSPORT No.: F 1088566
NATIONALITY: SWITZERLAND

The Buyer:
For and on behalf of the
A.L. KALOGEROS LTD.
MR. LAMBROS KALOGEROS - CHAIRMAN
PASSPORT No.: K00078394
NACIONALITY: CYPRUS

