

1. számú melléklet

NESTAL 7 Properties Kft. egyezségi ajánlata, letéti szerződés



Budapest Főváros VII. kerület Erzsébetváros Önkormányzata
Polgármesteri Hivatal

1076 Budapest
Erzsébet krt.6.

Vattamány Zsolt polgármester úr részére

tárgy: Akácfa Udvar Kft. – Nestal 7 Properties Kft.

Tisztelt Polgármester úr!

Megbízóim az Akácfa Udvar Kft. (1094 Budapest, Tompa u. 23. V/1.) és a Nestal 7 Properties Kft. (1094 Budapest, Tompa u. 23. V/1.) nevében és – korábban igazolt - jogi képviseletében eljárva az alábbiakról tájékoztatom Önt, illetve az Ön által képviselt Önkormányzatot.

1.

A NESTAL 7 Properties Kft., mint letevő és az Illés és Társai Ügyvédi Iroda, mint letéteményes között a jelen levülelemhez másolatban csatolt angol nyelvű letéti szerződés jött létre 2013. november 26. napján. A letéti szerződés 1.1. pontja alapján a NESTAL 7 Properties Kft. ügyvédi letétbe helyezett 136.863 EUR összeget.

2.

Az Önkormányzat és a megbízóim között fennálló jogviták perenkívüli és mielőbbi lezárása érdekében a megbízóim készek ismét, azonos feltételekkel megkötni az Önkormányzattal a 2011. november 9. és 10. napján aláírt megállapodásokat a 2006. december 18-i szindikátusi szerződés megszüntetése, illetve az ezzel kapcsolatos jogi és elszámolási ügyletek (üzletrész átruházás, ingatlanok cseréje, bérleti szerződés megszüntetése) tárgyában.

A fentiekre tekintettel a megbízóim közösen kérik az Önkormányzatot, hogy mielőbb kezdjék meg a tárgyalásokat a fenti megállapodások megkötésének lehetőségéről.

A letétbe helyezett pénzösszeg annak igazolására szolgál, hogy a megbízóim képesek lesznek eleget tenni az Önkormányzat felé a reményeink szerint létrejövő megállapodások alapján az ÁFA fizetési kötelezettségnek.

A letéti szerződés rendelkezése szerint a letétbe helyezett pénzösszeget a jelen levülelem kézbesítésétől számított 15 napig vagyunk kötelesek a letétben őrizni. Ha e 15 napon belül a megbízóim tárgyalási javaslatára határozott és pozitív írásbeli választ kapunk Önöktől, akkor a letéti szerződés rendelkezései

szerint a letében tartás határideje automatikusan meghosszabbodik és a letétbe helyezett összeget 2013. december 20. napjáig vagyunk kötelesek letétben őrizni. Ha 15 napon belül nem kapunk ilyen választ, akkor a 15 nap elteltével a letétbe helyezett pénzösszeget visszafizetjük a letévőnek. A Nestal 7 Properties Kft. jogosult a 2013. december 20-i véghatáridő egyoldalú meghosszabbítására.

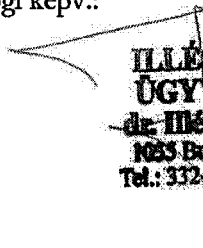
Kérem, hogy a megbízóim fenti tárgyalási javaslatát szíveskedjék megfontolni és válaszárol tájékoztatni

Budapest, 2013. november 26.

Tisztelettel,

NESTAL 7 Properties Kft.

Akácfa Udvar Kft.

jogi képvis.: 

ILLÉS ÉS TÁRSAI
ÜGYVÉDI IRODA
dr. Illés Tibor ügyvéd
1033 Budapest, Szalay u. 4.
Tel.: 332-1943 Fax: 354-0110

ESCROW AGREEMENT

This Escrow Agreement (hereinafter referred to as the "Agreement") have been concluded at the below place and date by and between:

- (1) **Nestal 7 Properties Építőipari Kft.** (seat: 1094 Budapest, Tompa u. 23. 5. em. 1.; company registration no.: 01-09-663178; duly represented by Ofer Diamant managing director, (hereinafter referred to as the "NESTAL")

and

- (2) **Illés és Társai Ügyvédi Iroda** (seat: 1055 Budapest, Szalay utca 4. VI. em.; represented by: Dr. Illés Tibor, partner) as escrow agent, and (hereinafter referred as the "Escrow Agent")

(NESTAL and Escrow Agent hereinafter referred together as: the "Parties") with the following terms and conditions at the date and place written hereunder:

1. DEPOSIT OF MONEY INTO ESCROW

- 1.1. Parties state that prior to the signing of this agreement NESTAL have deposited the amount of EUR 136.863 (hereinafter referred as the: "Escrow Amount") to the EUR denominated escrow account of the Escrow Agent (hereinafter referred to as the "Escrow Account").
- 1.2. The Escrow Account of the Escrow Agent are kept and managed at K&H Bank Zrt. (Budapest) (hereinafter referred to as the "Bank") with the account number: 1040 2142 4955 4954 5054 1000. (swift code:OKHBHUHB).

2. THE PURPOSE OF THE ESCROW – THE NOTIFICATION OF THE MUNICIPALITY

- 2.1. Within 3 working days from the signing of this agreement, the Escrow Agent shall be obliged to notify the mayor of Budapest Főváros VII. kerület Erzsébetváros Önkormányzata (hereinafter referred to as: the "Municipality") in written form regarding such deposit.
- 2.2. The Escrow Agent shall also inform – as the joint legal representative of NESTAL and Akácfa Udvar Kft. (seat: 1094 Budapest, Tompa u. 23. 5. em. 1.) - the Municipality (together with the notification in Section 2.1 above) on the following offer:

- NESTAL and Akácfa Udvar Kft. are willing to enter into and conclude the same deal and transaction on exactly the same legal and financial terms that they entered into together with the Municipality on 9 and 10 November 2011 in the matter of the termination of the Syndicate Agreement (18 December 2006) and the various matters arising from such termination (transfer of business quota, swapping of real property, termination of rental contract, etc.);

- NESTAL and Akácfa Udvar Kft. are jointly requesting the Municipality to start the negotiations in good faith about entering into such deal;

- the Escrow Amount serves as a verification to show that NESTAL and Akácfa Udvar Kft. shall be able to fulfill the payment obligation towards the Municipality with respect to the VAT;
- the Escrow Amount shall be kept at the Escrow Account for the period of 15 days from the delivery of the Escrow Agent's notification to the Municipality;
- if, within 15 days from the delivery of the Escrow Agent's notice, the Municipality shall give a positive and explicit written response to the request of NESTAL and Akácfa Udvar Kft., then the Escrow Agent shall be obliged to hold the Escrow Amount for until 20 December 2013; then the Escrow Agent shall release the Escrow Amount to NESTAL;
- if, within 15 days from the delivery of the Escrow Agent's notice, the Municipality shall not give a positive and explicit written response to the request of NESTAL and Akácfa Udvar Kft., then the Escrow Agent shall release the Escrow Amount to NESTAL;
- NESTAL may be entitled to prolong the final date (20 December 2013) of the release of the Escrow Amount by a written notice addressed to the Escrow Agent.

3. HANDLING OF THE ESCROW

- 3.1. Escrow Agent hereby agrees to take the Escrow Amount and manage it together according to the provisions of the present Agreement and the laws and regulations related to lawyer's escrow.
- 3.2. The Escrow Account shall be separated from the Escrow Agent's any other asset.

4. RELEASE OF THE ESCROW

- 4.1. The Escrow Agent shall release the Escrow Amount from the Escrow Account to NESTAL's nominated bank account upon the following conditions:
 - if, within 15 days from the delivery of the Escrow Agent's notice (Section 2.2.), the Municipality shall give a positive and explicit written response to the request of NESTAL and Akácfa Udvar Kft., then the Escrow Agent shall be obliged to hold the Escrow Amount for until 20 December 2013; then the Escrow Agent shall release the Escrow Amount to NESTAL;
 - if, within 15 days from the delivery of the Escrow Agent's notice (Section 2.2.), the Municipality shall not give a positive and explicit written response to the request of NESTAL and Akácfa Udvar Kft., then the Escrow Agent shall release the Escrow Amount to NESTAL.
 - NESTAL may be entitled to prolong the final date (20 December 2013) of the release of the Escrow Amount by a written notice addressed to the Escrow Agent.

No other conditions shall apply concerning the release the Escrow Amount from the Escrow Account.

- 4.2. The Escrow Agent shall release the Escrow Amount to NESTAL by way of bank transfer to NESTAL's bank account to be communicated by NESTAL in written form. The present Agreement shall be automatically deemed as ceased upon the release of the Escrow Amount to NESTAL.

5. MISCELLANEOUS

- 5.1. Escrow Agent shall transfer together with the relevant part of the Escrow Amount any bank interest which may accrue on the Escrow Amount NESTAL concurrently with the release of the Escrow Amount.
- 5.2. All banking and bank transfer costs related to the Escrow Amount of the Escrow Agent shall be born by NESTAL.
- 5.3. The Escrow Agent shall be entitled to a fee of HUF 30.000 + VAT for its services rendered upon this present Agreement. The fee shall be payable by NESTAL to Escrow Agent, within 15 days from this present Agreement.
- 5.4. Within 15 days of any transfer executed from the Escrow Accounts, the Escrow Agent shall provide a detailed calculation certified by the Bank of the bank interests and bank transfer costs towards NESTAL.
- 5.5. By signing this present Agreement, NESTAL agrees to the conditions of the Bank regarding the Escrow Account and any deposit held on such account.
- 5.6. Escrow Agent shall not, by reason of its execution of this Agreement, assume any responsibility or liability for the transactions between NESTAL, Akácfa Udvar Kft. and the Municipality other than for the performance of Escrow Agent's obligations with respect to the Escrow Amount held by it in accordance with this Agreement. The party on whose behalf, or pursuant to whose directions Escrow Agent acts, shall indemnify and hold harmless Escrow Agent from any and all liability, damages, costs, or expenses including reasonable attorneys' fees, which may be sustained or incurred by Escrow Agent as a result of taking such action.
- 5.7. Escrow Agent's duties are limited to those specifically set out in this Agreement. Escrow Agent shall incur no liability to anyone as long as the Escrow Agent act in good faith and in accordance with the provisions of this present Agreement.
- 5.8. All communications required pursuant to this Agreement shall be addressed to the Escrow Agent, to NESTAL, respectively, as follows:

If to the Escrow Agent:

Dr. Illés Tibor, 1055 Budapest, Szalay u. 4. 6th floor, Fax: +36 1 354 0110

If to NESTAL:

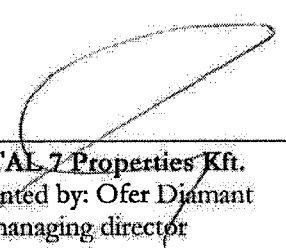
Ofer Diamant, by way of email: ofer.diamant@gmail.com

Any notice or instructions under any of the provisions of this Agreement shall be deemed effectively given only if such notice is in writing and delivered. Any delivery under this Agreement shall be made by fax or email (to the relevant fax number or email address indicated above) or by hand delivery or by courier with receipt acknowledged, or by certified mail with return receipt requested, addressed to the respective addresses set forth above or to such other address as any Party may specify hereafter to the other Parties in writing. No notice or instructions to the Escrow Agent shall be deemed to have been received by the Escrow Agent prior to actual receipt thereof by the Escrow Agent, no notice to the Escrow Agent shall be deemed effective until such receipt by the Escrow Agent and any computation of a time period which is to begin after receipt of a notice by the Escrow Agent shall start from the date of such receipt by the Escrow Agent.

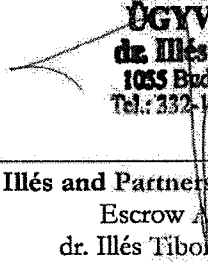
- 5.9. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing duly signed by the Parties.
- 5.10. This Agreement may not be terminated or rescinded by any of the Parties. This present agreement may only be terminated by the written mutual agreement of the Parties.
- 5.11. The provisions of this Agreement shall be completed by the complementary provisions of the Contract.
- 5.12. This Agreement shall be governed by and construed in accordance with the Hungarian law.
- 5.13. The Hungarian state courts shall have exclusive jurisdiction with respect to any legal dispute that may arise from or in connection with this present Agreement or the validity, existence thereof between the Parties.

This Agreement contains the entire understanding and agreement between Parties with respect to the Escrow.

Signed in Budapest, on 26 November 2013



NESTAL 7 Properties Kft.
represented by: Ofer Diamant
managing director



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ÜGYVÉDI IRODA
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Illés and Partners Law Office
Escrow Agent
dr. Illés Tibor partner