

PUBLIC DEED

Antoinette Wernli-Schmidt  
Notary Public of the Canton of Bern, with office in Bern,  
herewith publicly certifies:

Today, the following persons have personally appeared before her:

1. Michael Stephen Papaconstantinou, Athens Attorney, 6 Rigillis Street, Athens 10675, Greece, representing **Profina Produktions- und Finanzierungsanstalt**, Lettstrasse 37, 9490 Vaduz, Fürstentum Lichtenstein, by virtue of a Power of Attorney dated January 25, 1994,
2. Spiros Zournatzis, Athens Attorney, 3, Vissarionos Str., Athens, 10672 Greece; representing **Giro Credit Bank (Schweiz) AG**, Brandschenkestrasse 41, 8002 Zurich, (formerly Bankinvest Ltd.) by virtue of a Power of Attorney dated June 21, 1994,
3. Karolos Marcos Kiosseoglou (Charles Nicholas Kiosseoglou), born on September 27, 1958, 9, Dimocritou Street, Politeia, Greece; representing: **Marcos Kiosseoglou**, 9 Dimocritou Street, Politeia, Greece, by virtue of a Power of Attorney dated February 7, 1994,

These persons are not personally known to the Notary. They have established their identity as follows:

- Michael Stephen Papaconstantinou: with his passport Nr. I 395524, established by Athens prefecture on December 2, 1993;
- Spiros Zournatzis: with his passport H 100753, established by the prefecture de l'Attique de l'Est;
- Karolos Marcos Kiosseoglou: with his passport Nr. 700591083, established by the British Embassy in Athens on January 20, 1993.

The Notary records that these persons have declared the following:

ASSIGNMENT

between

1. Profina Produktions- und Finanzierungsanstalt,  
Lettstrasse 37, FL-9490 Vaduz, (hereinafter referred to as "Assignor")

legally represented by Athens Lawyer, Mr. Michael Stephen Papaconstantinou, 6 Rigillis Street, Athens, 10675 Greece, by virtue of the Power of Attorney dated January 25, 1994

2. GiroCredit Bank (Schweiz) AG,  
Brandschenkestrasse 41,  
8002 Zürich, (hereinafter referred to as "Assignee")  
(formerly Bankinvest Ltd.)

legally represented by its Athens Lawyer Mr. Spyros Zournatzis, 3 Vissarionos Street, Athens, 10672 Greece

3. Marcos Kiosseoglou,  
9 Dimocritou Street,  
Politeia, Greece, (hereinafter referred to as "MK")

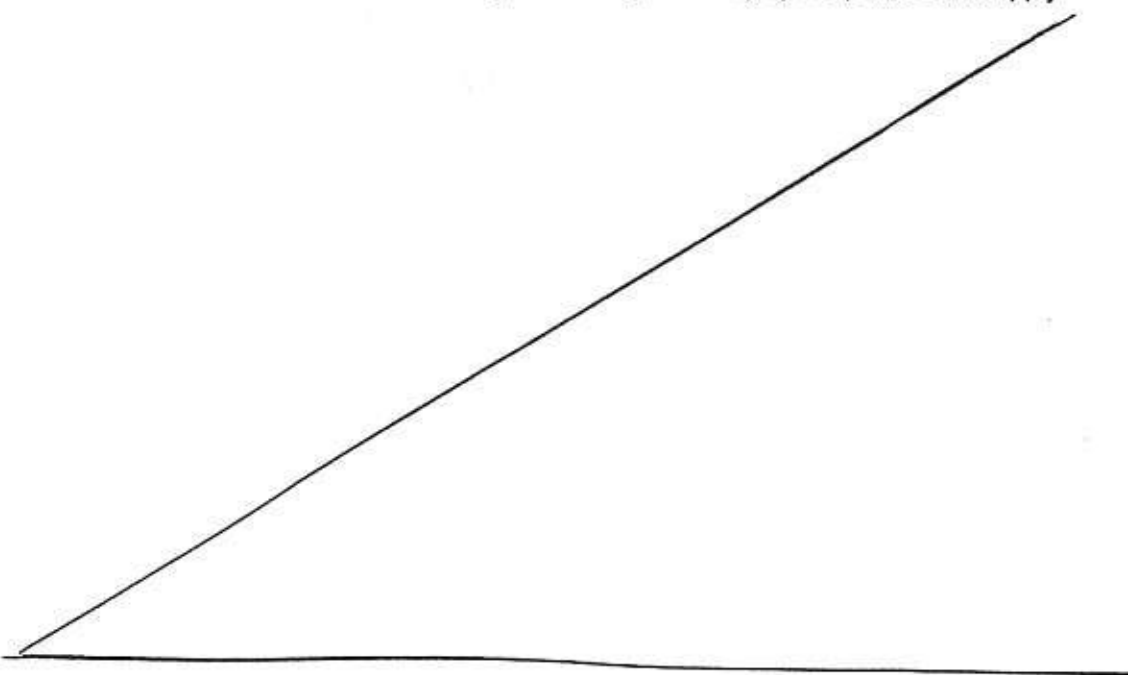
legally represented by Karolos Marcos Kiosseoglou by virtue of a Power of Attorney dated January 1, 1994, by Athens Notary Public Mr. George Voudouris.

## WHEREAS

- the Assignor has three claims in the amount of GRD 96 (nintysix) million, GRD 100 (onehundred) million and GRD 250 (twohundredandfifty) million against Marcos Kiosseoglou, residing in Athens (9, Dimocritou Str - Politeia), legally represented by Karolos Marcos Kiosseoglou, by virtue of the Power of Attorney No 2292 dated February 7, 1994 by the Athens Notary Public Mr. George Voudouris,
  
- the Assignor, in order to secure these claims, has registered
  - a) a first rank prenotation right for a mortgage in the amount of GRD 96 million in Volume 194 under Serial Number 22688 in the Mortgage Book of the Dimi Mortgage Office,
  
  - b) a third rank prenotation right for a mortgage in the amount of GRD 100 million in Volume 194 under Serial Number 22670 in the Mortgage Book of the Dimi Mortgage Office,
  
- these two prenotation rights have been legally converted into mortgages on February 18, 1994, following the fact of the final and irrevocable decision no 9805/91 of the First Instance Court of Athens that adjudicated the amounts of GRD 96 million and GRD 100 million claimed by the Assignor,
  
- the Assignor, in order to also secure the claim in the amount of GRD 250 million, has registered a fifth rank prenotation right in the amount of GRD 250 million in Volume 199 under Serial Number 25695 in the Mortgage Books of the Dimi Mortgage Office by virtue of Decision no 10143/1994 of the One Member Athens First Instance Court,
  
- no lawsuit has been filed until today for the adjudication of the claim in the amount of GRD 250 million,
  
- the Assignor and the Assignee signed an Agreement dated June 23, 1994, according to which the Assignor entered the obligation to assign to the Assignee its claims together with the mortgages and the mortgage prenotification right (clauses 2.1.2.1. to 2.1.2.3. thereof),

the Assignor herewith assigns to the Assignee as follows:

1. The Assignor assigns and transfers to the Assignee its claims in the amount of GRD 96 million and GRD 100 million together with the mortgages securing these claims and the privileges deriving thereof, given the fact that the mortgages and the privileges are linked with the nature of its claims.
2. The Assignor further assigns and transfers to the Assignee its claim in the amount of GRD 250 million for which a prenotation right for a mortgage in the amount of GRD 250 million has been registered. Interest for the amounts that are already secured (GRD 96 million and GRD 100 million) is included in this Assignment.
3. The claim in the amount of GRD 250 million, secured with a prenotation right for a mortgage, cannot be further assigned to any person or entity without the previous consent of the Assignor.
4. By signing this agreement, MK confirms that these assignments have been announced and notified to him and that he accepts the claims in the amount of GRD 96 million, GRD 100 million as well as GRD 250 million and the assignments of such claims from Profina to Giro.
5. The Assignor delivers and the Assignee confirms having received the following documents:
  - Decision no 9805/91 of the Multi Member Athens First Instance Court
  - Notification Report no 1482010/12.11.1993 by the Public Server John Kopanitsanos.
  - Certificate dated January 18, 1994, for the conversion of the prenotation rights into mortgages of the Dimi Mortgage Officer.
  - Certificate no 3469 dated February 16, 1994, about the nonfiling of an appeal, issued by the secretary of Athens First Instance Court.

- Decision no 10143/1993 of Athens One-member First Instance Court about the registration of a prenotation right for a mortgage. The Assignor additionally confirms to give and disclose any information to the Assignee, enabling the satisfaction of the claim which is secured by the Decision no 10143/93 of Athens One Member First Instance Court about the registration of a prenotation right for a mortgage.
6. Profina does not guarantee and does not have any responsibility that Giro will be satisfied from the assigned claims in order to collect the assigned sums.
  7. The claims assigned by this deed to Giro shall exclusively be satisfied by the Karavostassi Property, encumbered by the mortgages and the mortgage prenotation as set out above, and shall not be enforceable against any other asset of Mr. Kiosseoglou.
  8. As an exchange for the present assignment the assignee makes a payment to the assignor in the amount of DM 642'269.-- (six hundred and forty two thousand two hundred and sixty nine Deutsche Mark) and has delivered furthermore a debenture bond in the face amount of GRD 65 Mio. (sixty five million Greek Drachmas).
  9. In case of disputes clause 4.7. of the Agreement signed today by the parties shall apply.
- 

The following enclosures are kept with the original:

- Annex 1: copy of Power of Attorney of Michael Stephen Papaconstantinou, granted by Profina Produktions- und Finanzierungsanstalt, Vaduz, dated January 25, 1994;
- Annex 2: copy of Power of Attorney of Spiros Zourmatzis, granted by Giro Credit Bank (Schweiz) AG, dated June 21, 1994;
- Annex 3: copy of Notarial Power of Attorney of Karolos Marcos Kiosseoglou, granted by Mr. Marcos Kiosseoglou, dated February 7, 1994.
- Annex 4: Decision no 9805/91 of the Multi Member Athens First Instance Court
- Annex 5: Notification Report no 14820 D/12.11.1993 by the Public Server John Kopanitsanos.
- Annex 6 und 7: Certificate dated February 18, 1994, for the conversion of the prenotation rights into mortgages of the Dimi Mortgage Officer.
- Annex 8: Certificate no 3469 dated February 16, 1994, about the nonfiling of an appeal, issued by the secretary of Athens First Instance Court.
- Annex 9: Decision no 10143/1993 of Athens One-member First Instance Court

The Notary records, that this public deed has been read by the present persons in presence of the Notary.

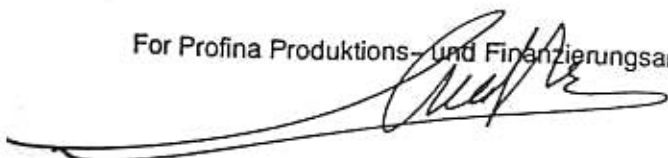
They have declared that this Assignment reflects the will of the Parties represented by them.

The Notary Public signs the original with the Parties.

Certified in the Notary's office in Berne, on June twenty-third ninteenhundred ninety-four.

d.d. June 23, 1994

For Profina Produktions- und Finanzierungsanstalt:



For Giro Credit Bank (Schweiz) AG:



For Mr. Marcos Kiosseoglou:



For Mr. Theano Kiosseoglou:



*I have translated these documents  
in to Greek language in presence of  
the Notary Public*  
*Aristidis Angelakos*  
*Lawyer*

The certifying Notary Public:

