

Pedro J. Martínez-Fraga  
Direct: 786/322-7373  
Fax: 786/322-7473  
pedro.martinezfraga@bclplaw.com

August 22, 2022

***BY EMAIL AND INTERNATIONAL MAIL***

H.E. Rashad Muhammad Al-Alimi  
Chairman of the Presidential Leadership Council  
of the Republic of Yemen  
*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*  
*Riyadh 11693*  
*Saudi Arabia*

***Re: Formal Notice of Dispute pursuant to Article VI of the Agreement  
between the Republic of Turkey and the Republic of Yemen  
Concerning the Reciprocal Promotion and Protection of Investments***

Your Excellency Chairman Rashad Muhammad Al-Alimi:

May this correspondence find you and yours safe and healthy in these uncertain times.

Bryan Cave Leighton Paisner LLP (“Bryan Cave” or “BCLP”) has been retained to represent Nur-Ak İnşaat Ticaret Limited Şirketi (“Nur-Ak”), a company having the Republic of Turkey as its principal place of business and of incorporation, in this proceedings stemming from the Agreement between the Republic of Turkey and the Republic of Yemen Concerning the Reciprocal Promotion and Protection of Investments (the “Turkey-Yemen BIT” or “the BIT”) regarding a prospective claim against the Republic of Yemen (the “Republic” or “Yemen”).

The purpose of this letter is to notify Yemen of the dispute arising under the Turkey-Yemen BIT as a result of unlawful and egregious acts and omissions on the part of Yemen through its state agencies, departments, representatives, agents, and instrumentalities took during the period commencing in 2004 and continuing to the present August 2022.

Nur-Ak intends to enter into good faith negotiations pursuant to Article VI of the Turkey-Yemen BIT and to exhaust all efforts potentially conducive to the settlement of this dispute and thus possible obviate an investor-State arbitral proceeding pursuant to the BIT.

**I. Background**

An abbreviated factual recitation of some of the relevant facts may help contextualize this correspondence.



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Yemen, through its Ministry of Public Works and Highways (the “Ministry”) awarded Nur-Ak a construction contract (the “Contract”) to build the Dhamar-Al Husseiniah Road Project (the “Project”). Notably, the Government of Yemen acted through the Ministry regarding all phases of this Project, including the issuance of the underlying RFP.

Nur-Ak and the Ministry signed the Contract on August 14, 2004 for the construction of a 254 km road to double-lane asphaltic standards. The Contract amount was for USD 38,104,397.02. It had a Commencement Date of January 15, 2005.

At the time it was contemplated that in addition to the face value of the Contract (USD 38,104,397.02), the Project would require a comprehensive investment in the amount of USD 550,000,000. This figure is significant to the claim because of Yemen’s breach of its reimbursement and payment obligations.

The Project was to be completed by July 15, 2007. However, because of Yemen’s actions and omissions, the Project was never completed. Nur-Ak incurred significant compensatory damages as (without limitation) explained in more detail below.

Nur-Ak already had attempted to find an amicable resolution to this dispute by sending multiple letters to the Yemeni Government. However, these communications fell on deaf ears. By way of example, on July 26, 2011 Nur-Ak served Yemen with correspondence, also pursuant to Article V of the BIT (**here attached to facilitate reference**). Yemen did not respond to that effort to settle the dispute.

## **II. Actions of Yemen constitute breaches of the Turkey-Yemen BIT**

Despite a number of events, including multiple material scope variations to the Contract, changes in drawings, delays in the presentation of drawings, the absence of drawings, delay in payment, insufficiency of payment, non-payment, a change in government, and several military interventions directed at Nur-Ak personnel and resources, (without limitation), the Parties’ interaction remained in place from January 2005 throughout most of calendar year 2013.

Quite remarkably, the Ministry somehow managed to breach every single conceivable material obligation that it had under the Contract, and to violate all of the treatment protection standards extended to investments and investors contained in the Turkey-Yemen BIT.

From the very commencement of the Parties’ contractual relationship arising from the successful RFP process and the execution of the Contract, the Ministry intentionally and without even the cover of ostensible pretense, exercised its considerable State regulatory, administrative, judicial, and economic sovereignty to cause Nur-Ak to perform as much of Nur-Ak’s obligations under the Contract as possible, without providing Nur-Ak with any compensation as to fees and reimbursements for costs.

Yemen’s breaches of the Turkey-Yemen BIT are not limited to the Ministry’s actions and omissions. The Yemeni Department of Customs, together with the Ministry and the Yemeni judiciary, precluded Nur-Ak (i) from taking custody and control of the equipment, and (ii) transporting the equipment to Turkey. These acts and omissions occurred between 2010 and calendar year 2013.



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The measures Yemen took against Nur-Ak in connection with the Project are in violation (without limitation) of the following six treatment protection standards pursuant to the Turkey-Yemen BIT:

- i. National Treatment (Art. II.2);
- ii. Expropriation and Compensation (Art. III.1 and Art. III.2);
- iii. Full Protection and Security (Art. III.3);
- iv. Fair and Equitable Treatment (Preamble),
- v. Denial of Justice (Preamble); and
- vi. Umbrella Clause Protection offered through the Most-Favored Nation Clause (Art. II.1 and Art. II.2).

### ***1. Expropriation of Nur-Ak's machinery and equipment***

In 2010, without according Nur-Ak any due process, a lien was placed on Nur-Ak's property. That lien continued in force and encumbered approximately USD 65 MM in equipment and machinery.

Nur-Ak was proscribed from access to Yemeni courts and thus precluded from removing this encumbrance. The lien was placed on the equipment as part of the Ministry's effort to avoid compliance with the Contract and other Agreements that the Yemeni Government had entered into with Nur-Ak, and to exert physical and economic duress on Nur-Ak. Also, the lien was used as leverage to try to extort Nur-Ak.

These actions are a violation of the Expropriation and Compensation (Art. III.1 and Art. III.2), and Fair and Equitable Treatment (Preamble), provisions of the Turkey-Yemen BIT.

### ***2. Military and paramilitary threats against Nur-Ak***

Yemeni Government paramilitary units regularly vandalized Nur-Ak's operational and living campsite terrorizing its members, and often attacking the Nur-Ak hired security personnel patrolling the camp at the Asamhy site. These government directed raids, intimidation, and harassing tactics were, in part, memorialized in correspondence from Nur-Ak to the Local Council Head, and the Province Security Director.

Copies of the complaint were directed to (i) the Governorate, (ii) the Governorate Security Director, (iii) the Governorate Political Security Office, and (iv) the Governorate Public Works Office. These systematic attacks violated the BIT's Full Protection and Security treatment protection standard (Art. III.3). These military raids caused Nur-Ak to suffer significant compensatory damages.

Not surprisingly, Nur-Ak's complaints were ignored.

### ***3. Economic and physical duress***

The Ministry's economic and physical duress violated every treatment protection standard under the BIT.

By way of example, between January 16, 2008 and July 22, 2010 the Ministry exercised its economic and physical duress to cause Nur-Ak to sign (i) a Memorandum of Understanding (MOU) (January



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16, 2008), (ii) an Amicable Settlement Agreement (ASA) (February 21, 2008), and (iii) an Amicable Termination Agreement (ATA) (July 22, 2010).

These purported Agreements were fraudulent and unenforceable as to Nur-Ak. In an effort to mitigate damages, however, Nur-Ak provided the Ministry and other Yemeni Government agencies with demand for payment and other performance under these instruments during calendar years 2011 and 2012.

#### **4. The Exercise of State Action to Breach the Contract**

The Ministry's non-compliance under the Contract constitutes breach of the umbrella protection clause existing in treaties that Yemen signed with other countries. This protection standard is incorporated pursuant to the MFN provision of the Turkey-Yemen BIT (Art. II.1 and Art. II.2).

Nur-Ak's Payment Certificate No. NR-C-10-63 dated September 10, 2010, for example, in the amount of USD 13,987,423.83, never was paid.

The Ministry's violations of the Contract are ongoing. Significantly, the Contract (i) never was formally or informally terminated, and (ii) Nur-Ak's rights under that instrument remain in force up to and including the present.

Specifically, the Contract's Clause 60.7 (Discharge) reads:

##### **60.7 Discharge**

*Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. **Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.** (Emphasis supplied.)*

##### **60.8 Final Certificate**

*Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Certificate stating*

(a) *the amount which, in the opinion of the Engineer, is finally due under the Contract, and*

(b) *after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause 47, the balance, if any, due from the Employer to the Contractor, or from the Contractor to the Employer as the case may be.*

Here, the Contract has not been discharged by operation of law or its own terms because, in part, payment was not tendered.



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### ***5. Preclusion of Transfer rights***

The Ministry, together with other agencies and instrumentalities of the Yemeni Government, illegally interfered with Nur-Ak's transfer rights (Art. IV.1) under the Turkey-Yemen BIT. Nur-Ak was not able to transfer the financial assets existing in its bank account in Yemen.

### **III. This cause is controlled by *Desert Line Project LLC v. Yemen***

As you may recall, an ICSID arbitral panel issued an Award in favor of an Omani Claimant (infrastructure contractor) and against Yemen, in *Desert Line Projects LLC v. Republic of Yemen* (ICSID Case No. ARB/05/17) (Pierre Tercier [President], Ahmed Sadek El-Kosheri, and Jan Paulsson).

The award in *Desert Line* is not factually or legally distinguishable from Nur-Ak's prospective arbitration. Accordingly, the *ratio decidendi* and holding in *Desert Line* demonstrate that Nur-Ak's prospective cause against Yemen has more than a significant likelihood of success on the merits.

Seven factual propositions of legal consequence in *Desert Line* merit mention because these premises quite remarkably also underlie Nur-Ak's prospective claim.

First, in *Desert Line* the respondent is the Republic of Yemen. In that case the Republic of Yemen exercised its regulatory, judicial, executive, and commercial sovereignty through the Ministry of Public Works and Highways, the same Ministry at issue here.

Second, the claimant in *Desert Line* was, as would be the case in Nur-Ak's prospective arbitration, a construction company. Moreover, the construction project in both *Desert Line* and with respect to Nur-Ak concerns the construction of asphalt roads in Yemen.

Hence, both cases entail a virtually identical construction project having macro-economic consequences for the identical host-State, acting through the identical Ministry, agencies, departments, and instrumentalities. The very project and the economic sectors at issue in *Desert Line* are indistinguishable from Nur-Ak's prospective action.

Third, in both cases the respective claimants during the very early stages of their projects "wrote to the Yemeni Minister of Public Works, requesting payment of amounts due under the threat of suspending works." *Desert Line Projects LLC* ¶ 18.

Fourth, in *Desert Line*, as with Nur-Ak, armed individuals interrupted the project's progress demanding payment and threatening claimant's personnel with bodily injury and harm to property. *Id.* ¶¶ 19-20. In both cases (*Desert Line* and Nur-Ak) the claimants appealed to high-ranking Yemeni Government authorities for protection. *Id.* ¶¶ 26-27. Also in both causes their pleas were ignored.

Fifth, claimant in *Desert Line* "complained to the respondent about 'harassment, threat and theft' committed by armed groups and requested its protection." *Id.* ¶ 38 (Citation omitted).

Almost in direct parallel, the Nur-Ak construction team on multiple, repeated, and seemingly habitual occurrences, were harassed, threatened, and vandalized.



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Sixth, central to *Desert Line's* factual recitation and dispositive legal issues is Claimant's execution of a "proposed" Settlement Agreement that the Ministry foisted on Claimant by dint of economic duress. This issue understandably was the subject matter of considerable analysis on the Tribunal's part in that case. *Id.* ¶¶ 39-48.

The *Desert Line* Tribunal found that in fact Yemen had exercised duress (economic duress in particular) and, therefore, had caused Claimant to sign a Settlement Agreement that Claimant would not have executed but for the exercise of such economic duress. *Id.* ¶¶ 151-155. In doing so the Tribunal quite carefully drew a distinction between duress and objective financial pressures that do not necessarily give rise to duress and fail to wrest from a party its volition and arms-length status. Such pressures, the Tribunal reasoned, are endemic to going concerns and financial transactions.

In particular, the Tribunal observed that the Ministry's delays in payments and non-payments attendant to a macro-economic construction project were tantamount to economic duress. *Id.* ¶¶ 164-165.

Much like Nur-Ak, the Claimant in *Desert Line* "found itself in severe financial difficulties due to the Respondent's conduct. When Yemeni officials were denying the Claimant's legitimate requests for due payments, thereby starving the Claimant for cash and being the proximate cause of the discomfit of the subcontractors. The Arbitral Tribunal [found] that the Claimant therefore had no realistic choice but to enter into the Settlement Agreement." *Id.* ¶ 181.

Here, Nur-Ak was plagued by delay in payments, insufficient payments, and non-payment altogether. In fact, the payment irregularities commenced as early as 2004 with the eight (8) month delay in payment of the Advance Loan Payment.

Nur-Ak, much like Claimant in *Desert Line*, was forced under economic and physical duress to sign an "Amicable Settlement Agreement (ASA)" as well as an "Amicable Termination Agreement (ATA)." Nur-Ak contemporaneously objected in writing to the imposition of these "Agreements" and specifically underscored the physical and economic duress that caused Nur-Ak to execute them.

In addition, also as in *Desert Line*, Nur-Ak, citing to fraudulent documents signed under duress, including the ASA and the ATA, on July 26, 2011 provided the Yemeni Ministry of Foreign Affairs, Ministry of Legal Affairs, the Ministry of the Interior, as well as the Office of the President, with notice that it would seek possible recourse through investor-State arbitration in order to be made whole. That letter has been received by Yemen and has been already referenced and attached to facilitate your reference.

Upon consideration of these factors giving rise to economic and physical duress, the Tribunal in *Desert Line* held that the Settlement Agreement in that case was of no moment because of the Ministry's "financial and physical duress":

194. *Considering and weighing all of the circumstances before it, the Arbitral Tribunal concludes that the Settlement Agreement was entered into by the Claimant under financial and physical duress and that the Respondent's objections in this regard should be dismissed. Moreover, the Arbitral Tribunal holds that the conclusion of the Settlement Agreement contravened the Respondent's obligations under Art. III [Fair and Equitable Treatment] of the BIT. Therefore, the Arbitral*



***Tribunal declares that the Settlement Agreement is not entitled to international effect.*** (Emphasis in original.)

Consequently, it is reasonable and likely to expect that in the Nur-Ak arbitration the Arbitral Tribunal as well will find that Yemen used its standard *modus operandi* to extract unjustified benefits and gains from the claimant contractor in violation of the Turkey-Yemen Fair and Equitable Treatment protection standard, among others.

Seventh and finally, in addition to sharing virtually identical and indistinguishable facts, the substantive law applicable to the Nur-Ak arbitration is the same as that which governed the *Desert Line* proceeding.

**IV. Nur-Ak has suffered significant damages**

Nur-Ak claims approximately USD 660,000,000. This figure arises from exactly twenty-eight (28) legally cognizable damages categories as shown in the table below. Of course, upon further evaluation of damages, this amount is subject to increase.

For example, this damages *quantum* does not take into account pre-award/judgment interest. The pre-award interest (contingent on the applicable legal theories arising from non-termination and continuing injury doctrines) *may* cause calculation of this interest to start as early as 2004 when the Ministry first breached the Contract by failing to honor line 14, Clause (60) of the Contract providing the Ministry with the obligation to tender the *Advance Loan Payment* within twenty-eight (28) days from the date of the execution of the Contract.

This late payment caused Nur-Ak, among other things, to expend substantial sums to mobilize its resources and, in effect, to construct an operational site using its own resources that were otherwise earmarked.

Immediately below is a chart detailing each category of damages with its corresponding quantified loss:

**Quantification**

No	Description of Claim	Unit Rate (USD)	Quantity	Unit of Quantity	Sub Total (USD)
1	Idle Equipment	1,715,475	90.2	months	350,647,400
2	Idle Personnel (within 30 months)	200,000	16.70	months	3,340,000
3	Overhead	13,950,121	1		13,950,121
4	Final Payment Certificate	11,655,272	1		11,655,272
5	Riprap	1,851,809	1		1,851,809
6	Design Cost	3,959,904	1		3,959,904
7	Maintenance Cost Cut ATA 11.B	463,309	1		463,309

8	Tax Cuts	2,535,974	1		2,535,974
9	Site Stock Material	924,282	1		924,282
10	Cost of Engineer's Facilities	618,739	1		618,739
11	Late Delivery of Advance Payment	7,015,770	1		7,015,770
12	Restriction on Permit of Explosive	4,383,967	1		4,383,967
13	Extension of Performance Bond	3,054,751	1		3,054,751
14	Retention Money Cut by the Employer	388,332	1		388,332
15	Cost of Nur-Ak's Equipment at that Time	51,000,000	1		51,000,000
16	Opportunity Cost, Expected Profit (From 15/07/2007 until 15/07/2013)	1,000,000	90.20	months	90,200,000
17	Indirect Losses, Lost Real Estate (List of Real Estate Sold is available including updated costs)	87,000,000	1		87,000,000
18	Moral Losses	5,000,000	1		5,000,000
19	Compensation for the Delay in payment of variation Order (Interest) NR-C-07-700 Date: 02/09/2007	512,134.12	1		512,134.12
20	Structural Excavations (Varied)	refer to calculation			7,278,946
21	Excavation km: 2+145 - 3+125, Section I Ref. NR-C-07-585 and NR-C-07-758	7.50	30,000	m3	225,000
22	Excavation Cut at Km: 25+500 - 27+300, Section I Ref. NR-C-07- 898	12	17,500	m3	210,000
23	Increase of Cost	1	15,142,490		15,142,490
24	Backfilling in Retaining Walls	7.50	151,962	m3	1,139,715



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25	Backfilling in Culvert & Culvert Walls	7.50	192,000	m3	1,440,000
26	Extension of Retaining Wall NR-C07-659 and NR-C-07-819 (40,523 m3 is 20% of 202,617 m3), (53\$/m3=110\$/m3-57\$/m3)	53	40,523	m3	2,147,719
27	Interest for Advance Payment	524,227.55	1		524,228
28	Amount Cut non-contractually in ATA (Clause 11.b) under Name of Maintenance	463,309.67	1		463,310
29	Increase of Cost compensated in ASA, Clause (8.ii)				-1,302,188
<b>Total =</b>					<b>USD659,270,983</b>

To date, Yemen has kept Nur-Ak's machinery and equipment. This category of damages alone gave rise to damages in the amount of USD 350,647,400 under a lost profits valuation methodology, and USD 65,000,000, pursuant to a cost valuation approach, exclusive of pre-award interest.

It is unfortunate that the current economic and political situation in Yemen may be made worse were another investor-State arbitral case against the Republic to ensue.

Nur-Ak is amenable to discussing a commercially reasonable settlement of this dispute for a sum less than the full of amount of damages suffered as set forth in the damages chart above. The undersigned remains at your disposal to initiate and to participate in these discussions which, if held in good faith, would redound to the better interests of all concerned.

Participating in settlement discussions, at a very minimum, would alert the international community of existing and prospective investors in Yemen that the Yemeni government is committed to the rule of law and to honoring its commitment to States with whom Yemen has executed bilateral investment treaties. The Republic of Turkey, of course, is one such State that is interested in ensuring that its citizens who invest abroad are treated fairly and consonant with foundational principles of customary and conventional international law.

Accordingly, copied on this correspondence is the Honorable Mustafa Polat, the Republic of Turkey's Ambassador to Yemen who is seated in Riyadh, as well as the Honorable Mevlüt Çavuşoğlu, who serves as the Republic of Turkey's Minister of Foreign Affairs.



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We look forward to productive discussions.

Respectfully,



**Bryan Cave Leighton Paisner LLP**

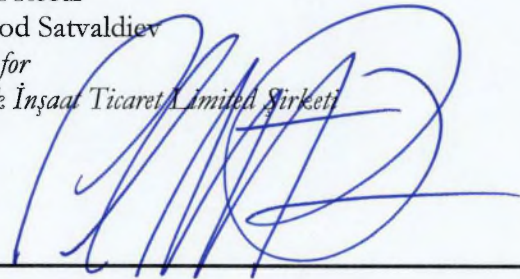
Pedro J. Martinez-Fraga

C. Ryan Reetz

Dilmurod Satvaldiev

*Counsel for*

*Nur-Ak İnşaat Ticaret Limited Şirketi*



*for*

**YYP Law**

Prof. Dr. Cüneyt Yüksel

*Counsel for*

*Nur-Ak İnşaat Ticaret Limited Şirketi*

+90 (212) 233 45 00

+90 (212) 234 45 00

[info@yyplaw.com](mailto:info@yyplaw.com)

Maslak Mh. Bilim Sk. No: 5

Sun Plaza Kat: 27, 34485

Sarıyer / İSTANBUL

**CC: BY EMAIL, U.S.MAIL, AND INTERNTIONAL MAIL**

H.E. Dr. Abdullah Al-Alimi

Deputy Chairman of the  
Presidential Leadership Council

of the Republic of Yemen

*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*

*Riyadh 11693*

*Saudi Arabia*

H.E. Maeen Abdulmalik Saeed

Prime Minister of the Republic of Yemen

*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*

*Riyadh 11693*

*Saudi Arabia*



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H.E. Dr. Ahmed Awad bin Mubarak  
Minister of Foreign Affairs  
of the Republic of Yemen  
*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*  
*Riyadh 11693*  
*Saudi Arabia*

H.E. Jamal Mohammed Omar  
Minister of Justice of the Republic of Yemen  
*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*  
*Riyadh 11693*  
*Saudi Arabia*

H.E. Dr. Shaya'e bin Mohsen Al-Zindani  
Ambassador Extraordinary and Plenipotentiary  
of the Republic of Yemen to Saudi Arabia  
*Amr Aldamri St. (شارع عمرو بن أمية الضمري)*  
*Riyadh 11693*  
*Saudi Arabia*  
[yemb-riyadh@mofa.gov.ye](mailto:yemb-riyadh@mofa.gov.ye); [info@yemenembassy-sa.org](mailto:info@yemenembassy-sa.org);  
[riyadb@yemenembassy-sa.org](mailto:riyadb@yemenembassy-sa.org)

H.E. Mohammed Al-Hadhrami  
Ambassador Extraordinary and Plenipotentiary  
of the Republic of Yemen to the United States  
*2319 Wyoming Ave NW*  
*Washington, DC 20008*  
[information@yemenembassy.org](mailto:information@yemenembassy.org)

H.E. Mevlüt Çavuşoğlu  
Minister of Foreign Affairs  
Republic of Türkiye  
*Dr. Sadık Ahmet Cad. No: 8*  
*Balgat Mah., 06100*  
*Ankara, Türkiye*

H.E. Mustafa Polat  
Ambassador of the Republic of Türkiye  
to the Republic of Yemen  
*Madinah Road Al-Arafat Street*  
*Al-Hamra*  
*P.O. Box. 70*  
*Jeddah 21411*  
*Saudi Arabia*  
[embassy.sanaa@mfa.gov.tr](mailto:embassy.sanaa@mfa.gov.tr)



Date: 26/07/2011

**To: The President of the Republic of Yemen**  
Zubairi Street  
Sana'a  
Republic of Yemen  
Tel: + 967 1 29 09 00  
Fax: + 967 1 27 41 15

**Ministry of Interior**  
Airport Road  
Sana'a  
Republic of Yemen  
Tel: + 967 1 33 27 01 or 02  
Fax: + 967 1 33 27 54

**Ministry of Legal Affairs**  
Sixteenth Road (West)  
Sana'a  
Republic of Yemen  
Tel: + 967 1 40 01 81 or 40 01 80  
Fax: + 967 1 40 26 95

**Ministry of Foreign Affairs**  
Sixteenth Road (West)  
Sana'a  
Republic of Yemen  
Tel: + 967 1 48 55 00 or 53 69 86  
Fax: + 967 1 53 69 85 or 86 or 88

**Subject: Dispute Notice related to the Dhamar Al-Husseiniyah Road Project of 254 km dated August 14, 2004 executed by the Republic of Yemen Ministry of Public Works and Highways and the Joint Venture of Nur-Ak Construction and Trade Co Ltd ("Nur-Ak") and Al-Rehab Engineering, Agencies & General Contracting Company Ltd ("Al-Rehab").**

1. We write now that we are in possession of our passports and have received basic funds to pursue our rights to confirm the very obvious, namely that the following so-called "agreements":

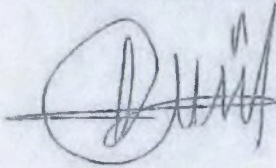
- the Minutes of Meeting dated July 24, 2007,
- the Memorandum of Understanding dated January 16, 2008 ("MOU"),
- the Amicable Settlement Agreement signed on February 21, 2008 ("ASA"),
- the Annex signed on April 13, 2009 (the "Annex"), and
- the Amicable Termination Agreement signed on July 22, 2010 ("ATA")

Page: 1 of 3 of Nur-Ak's letter dated 26/07/2011



had nothing amicable about them but were rather forced upon us under financial and physical duress by Yemen for the reasons and as set out in large number of letters, including those referenced J-DH-CL-07-03-343, J-DH-CE-07-03-327, J-DH-CL-07-03-343, J-DH-CL-07-05-455, J-DH-CE-07-05-508, J-DH-CE-07-05-511, NR-C-07-522, NR-C-07-525, NR-M-07-529, NR-C-07-524, NR-C-07-530, NR-C-07-531, NR-C-07-534, NR-M-07-537, NR-C-07-539, NR-M-07-544, NR-C-07-585, NR-C-07-586, NR-C-07-587, NR-M-07-588, NR-C-07-589, NR-M-07-601, NR-M-07-602, NR-C-07-617, NR-C-07-618, NR-C-07-629, NR-C-07-643, NR-C-07-647, NR-C-07-648, NR-C-07-649, NR-C-07-651, NR-C-07-652, NR-C-07-654, NR-C-07-657, NR-C-07-672, NR-M-07-680, NR-M-07-681, NR-M-07-682, NR-M-07-683, NR-M-08-30, NR-C-09-88, NR-C-09-264, NR-M-09-20, NR-C-09-27; NR-C-09-38; NR-C-09-43; NR-C-09-24; NR-C-09-49; NR-C-09-271, NR-C-09-272, NR-C-10-01, NR-C-10-06, NR-C-10-07, NR-C-10-19, NR-C-10-20, NR-G-10-01, NR-C-10-22, NR-C-10-23, NR-C-10-24, NR-C-10-27, NR-C-10-28, NR-C-10-29, NR-C-10-30, NR-C-10-31, NR-M-10-28, NR-M-10-30, NR-C-10-41, NR-M-10-31, NR-C-10-46, NR-C-10-47, NR-M-10-34, NR-C-10-53, NR-C-10-54, NR-C-10-55, NR-C-10-63, NR-M-10-43, NR-M-10-49, NR-M-10-51, NR-C-10-67, NR-M-10-52, NR-C-10-68, NR-C-10-70; NR-C-10-72, NR-C-11-01, NR-M-11-01, NR-M-11-05, NR-M-11-06, NR-M-11-07, NR-M-11-08, NR-M-11-09, NR-M-11-10, NR-M-11-11, N-M-11-01, N-M-11-02, N-M-11-03, 10-G-01, 10-G-02, N-G-10-03, N-G-10-04, N-G-11-06, N-G-11-08, N-G-11-11, N-G-11-12 and N-G-11-13

2. Specifically, Yemen's repeated failures to pay the outstanding amounts due under the contract, its delayed and/or incomplete payments for all other amounts, together with the imposition of conditions and installments in relation to the amounts due and additional works requested caused our financial collapse.
3. Furthermore, Yemen's dispatch of the military to seize our equipment, causing it to remain idle, caused not only additional financial duress but also physical duress.
4. Under these circumstances, namely as a result of duress, both financial and physical, considered either separately or cumulatively, the Minutes of Meeting, the MOU, the ASA, the Annex and the ATA are null and void under law, as are our letters referenced NR-M-11-02 and NR-M-11-03 by which Yemen asked us to discharge Yemen from its responsibilities and waive our prior correspondence, including those letters raising duress.
5. Alternatively, and in any event, these so-called agreements are null and void and/or rescinded as the result of Yemen's failure to honor its material obligations therein, including prompt and/or full payment of the amounts due and the undertaking of steps for the release of tens of millions USD of our equipment.

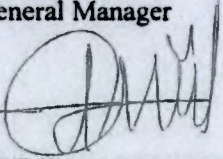




6. We request the immediate rectification of the customs documents in relation to our equipment, which Yemen illegally registered as the Employer in Al-Rehab's name, and request that they be registered in Nur-Ak's name. Injustices, unlawfulness committed by the Employer and its divisions against Nur-Ak explained in Nur-Ak's letter referenced N-M-11-01 are to be ceased and imposition of payments under different names in relation to custom requested from Nur-Ak is to be abrogated. We also request that our safety and the integrity of our property be guaranteed for us to be able to transport our equipment from the sites. Please refer to Contractor's and/or Nur-Ak's letters referenced NR-M-11-11, NR-M-11-10, NR-M-11-06, N-M-11-01, NR-M-10-43, NR-M-10-37, NR-M-10-34
7. We further request the immediate payment of the outstanding amounts due for executed works, claims, variation orders, overheads etc, plus damages for seizure and idleness of the equipment, together with moral damages and interest.

In closing, reserving all its further rights, including but not limited to the rights granted by the Article VI paragraph 1 and 2 of the Treaty on the Promotion and Protection of the Investments between the Republic of Turkey and the Republic of Yemen, please note that we are about to instruct Counsel to pursue our rights to the full extent of the law failing a positive response to our requests.

Yours faithfully,  
Burhan Asan  
General Manager



**K NUR-AK** İNŞAAT TİCARET LİMİTED ŞİRKETİ  
Yıldızevler 4.Cadde 721 Sokak No:5/3  
06550 Çankaya - ANKARA - TURKEY  
Tel +90 312 440 06 35 Fax +90 312 440 06 35



**Sent**

<b>Date</b>	<b>Duration</b>	<b>Name</b>	<b>Fax Number</b>	<b>Pages</b>	<b>Status</b>
26.07.2011 16:14	1:30		009671282677	3	Completed
26.07.2011 13:40	1:09		009671536986	3	Completed
26.07.2011 13:32	5:30		009671536985	2	Error: Communication Error
26.07.2011 13:28	3:24		009671402895	3	Completed
26.07.2011 13:25	1:29		009671332754	3	Completed
26.07.2011 13:22	0:12		00	0	Canceled



**Sent**

<b>Date</b>	<b>Duration</b>	<b>Name</b>	<b>Fax Number</b>	<b>Pages</b>	<b>Status</b>
26.07.2011 13:40	1:09		009671536986	3	Completed
26.07.2011 13:32	5:30		009671536985	2	Error: Communication Error
26.07.2011 13:28	3:24		009671402695	3	Completed
26.07.2011 13:25	1:29		009671332754	3	Completed
26.07.2011 13:22	0:12		00	0	Canceled