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July 28, 2016

**VIA E-MAIL AND FIRST CLASS MAIL**

Benjamin J. Razi, Esq.  
COVINGTON & BURLING LLP  
One City Center  
850 Tenth Street, N.W.  
Washington, D.C. 20001-4956

**Re: Notice of Dispute/Demand to Cure Breach of Contract**

Dear Mr. Razi:

We are honored to represent Fadi Elsalameen in the above-captioned matter. As you know, on or about March 8, 2016, Spear Operations Group ("Spear") entered into a Service Agreement with our client, a true and correct copy of which is attached hereto as **Exhibit A** (the "Contract").

Pursuant to paragraph 7 of the Contract, Spear committed to pay Mr. Elsalameen: a) a monthly retainer of \$20,000; b) a \$50,000 signing bonus; and c) twenty percent (20%) of all amounts Spear collects from the UAE service provider in return for his services.

It is undisputed that our client complied with, and performed all required services under, the Contract. Indeed, with respect to his securing for Spear UAE contracts, Spear's CEO (and Guarantor) Abraham Golan admitted in writing to Augie Fabela:

"For now, I need to remember who made me King. And this is Fadi Elsalameen."

Yet, in breach of the Contract, Spear has failed to pay any of the monthly retainers or any of the 20% from the UAE contracts.<sup>1</sup> We calculate that, as of today, Spear owes Mr. Elsalameen \$922,600, plus the 20% commissions going forward.

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<sup>1</sup> The only contractual obligation with which Spear has complied to date is its payment to Mr. Elsalameen of the \$50,000 signing bonus.

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Accordingly, Mr. Elsalameen hereby demands that Spear immediately pay him \$922,600 and restate in writing its commitment to pay him 20% of all of the revenues from its UAE contracts going forward for a period of no fewer than the next five years. This also constitutes notice to resolve the dispute as provided in paragraph 14 of the Contract. Should Spear not respond affirmatively by close of business on Friday, August 5, 2016, Mr. Elsalameen will have no choice but to file a Demand for Arbitration pursuant to paragraph 15 of the Contract, in which he will seek the full measure of damages to which he is contractually entitled, which far exceeds the amount he demands herein.

Sincerely,



Benjamin G. Chew