

LOAN AGREEMENT

This Loan Agreement ("Agreement") is made this 10th day of April 2012 (the "Effective date")

BY AND BETWEEN:

- (1) **BESEMER CONSULTANTS LIMITED**, the company incorporated in accordance with laws of British Virgin Islands, registered by Registrar of Corporate Affairs this 17th day of December, 2008, registration number 1513907, located at Trident Chambers, Road Town, Tortola, P.O. Box 146, British Virgin Islands, represented by Director Ms. Alkisti Kakoullis, acting on the basis of the Articles of Association (the "Borrower")
- (2) **Preston Investment LTD S.A.**, the company incorporated in accordance with laws of Panama, located at Via Ricardo J. Alfaro Ave., «The Century Tower» build., office 905, Panama City, Panama, represented by Mr. Oleksii Filippov, acting on the basis of power of attorney issued on 18.05.2011, (the "Lender")

WHO NOW AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meaning set out below, respectively:

"**Applicable Laws**" means the laws of England.

"**Interest**" means the interest payable by the Borrower on the Loan's outstanding principal amount at the rate equal to 1.5 % percent per annum;

"**Loan**" means the loan in the amount of 10 000 000.00 (Ten million) US dollars, given by the Creditor to the Borrower subject to the terms and conditions of this Agreement;

"**Parties**" means collectively the Lender and the Borrower, and "**Party**" means any and each of them.

ARTICLE 2 - SUBJECT MATTER

2.1. The Lender shall grant a Loan to the Borrower and the Borrower shall repay the Loan on the maturity date in accordance with clause 3.4 of this Agreement, and to pay accrued Interest in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 3 – PROCEDURE OF SETTLEMENTS

3.1. The Loan shall be granted to the Borrower's settlement account, specified in article 5 of this Agreement.

3.2. Date of Loan granting is considered the date of monetary funds' receipt to the Borrower's settlement account.

3.3. Interest on Loan is charged once at the maturity date. Interest is charged for all period of use by a Loan, from the date of a Loan's amount granting to the Borrower, determinate according to item 3.2 of this Agreement, till the date of Loan's repayment (inclusive).

3.4. The Borrower shall repay the Loan not later than 10th day of October 2012 (the "Maturity date").

3.5. The Borrower shall pay the accrued Interest simultaneously with the Loan's repayment.

3.6. Borrower has the right to prepay the whole outstanding amount of Loan at any time.

ARTICLE 4 – MISCELLANEOUS

4.1. Any installment not paid within 10 days of its due date shall be subject to a late charge of 1 % per annum during the period of overdue. The late charge is accrued and paid under the Lender's written notice.

4.2. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

4.3. Any dispute arising out of or in connection with this Agreement, including any matter regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of

LCIA, which Rules shall be deemed to be incorporated by reference into this provision. The Parties agree on the following terms of dispute settlement:

- The number of arbitrators shall be one;
 - The place of the arbitral proceedings shall be London, England;
- 4.4. This Agreement shall be governed by and construed in accordance with the Applicable Laws.

4.5. This Agreement is executed in two original counterparts, both having equal legal force, one for each Party.

ARTICLE 5 – BANK DETAILS

BORROWER:

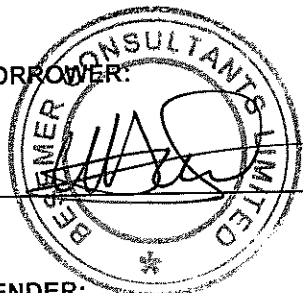
Beneficiary: BESEMER CONSULTANTS LIMITED
Account number 1433550
CREDIT AGRICOLE (SUISSE) SA
ZURICH BRANCH
Swift code: AGRICHGGXXX
IBAN USD CH55 0874 1014 3355 0000 1

LENDER:

Beneficiary: Preston Investment LTD S.A.
Bank: Baltic International Bank
Kaleju St.43, Riga, LV-1050, Latvia
SWIFT: BLIBLV22
Account/IBAN: LV25BLIB1001014586001

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorised officers as of the date first above written.

BORROWER:



Alkisti Kakoullis

LENDER:

_____ Mr. Oleksii Filippov