

## ASSIGNMENT AGREEMENT

This Agreement made this day December 28, 2010

between

**SANDALWOOD CONTINENTAL Ltd**, hereinafter referred to as the "Assignor", having its registered address at: **British Virgin Islands, Tortola, Road Town, Wickhams Cay I, 24 De Castro Street**, represented by Directors **Jaqueline Alexander, Carmen Wong and George Allen**, acting on the basis of the Articles of Association, on the one hand

and

**SHEPTON HOLDINGS LIMITED**, hereinafter referred to as the "Assignee", having its registered address at: **Athinon & Anexartisias, NORA BUILDING, 3<sup>rd</sup> floor, Flat/Office 301, Nicosia, Cyprus** represented by Director **Aristides Yiordamlis**, acting on the basis of the Articles of Association, on the other hand,

(hereinafter referred to together as the "Parties" or individually as a "Party").

The Parties have agreed as follows:

**WHEREAS** on 11<sup>th</sup> of December, 2007 Tokido Holdings Limited as the lender and OJSC National Telecommunications as the borrower have executed the Loan agreement # 01/12/07 pursuant to which the loan facility of RUB 3 998 100 000 was granted to the borrower, with the interest to be accrued on the loan amount at the rate of 9 % per annum, with maturity date not later than December 15, 2010 (hereinafter, the "Loan agreement").

**WHEREAS** on September 20, 2010 Tokido Holdings Limited as the assignor and Desmin Holdings Limited as the assignee have entered into the Assignment agreement whereby all rights, title to and interest in, against OJSC National Telecommunications under the Loan agreement were assigned and transferred to the Assignor (hereinafter, the "Tokido Assignment agreement");

**WHEREAS** on September 20, 2010 Desmin Holdings Limited as the assignor and the Assignor as the assignee have entered into the Assignment agreement whereby all rights, title to and interest in, against OJSC National Telecommunications under the Loan agreement were assigned and transferred to the Assignor (hereinafter, the "Desmin Assignment agreement");

**WHEREAS** on December 27, 2010 it was executed the Additional Agreement to the Loan Agreement between Assignor and OJSC National Telecommunications, pursuant to which the maturity date was extended from December 15, 2010 to December 15, 2011;

**WHEREAS** the Assignor wishes to assign, and the Assignee wishes to accept all the Assignor's rights of claim, title to and interest in the Loan agreement;

The Parties have entered into this Agreement on the following:

### 1. Subject Matter of the Agreement

1.1. The Assignor shall assign, and the Assignee shall accept title to and interest in and all the rights to claim against **OJSC National Telecommunications** of 117105, Russian Federation, Moscow, Nagatinskaya Street, 1, bld. 26 (hereinafter, the "Obligor") on performance of obligations by the Obligor to the Assignor as the Lender under Loan Agreement made between Tokido Holdings Limited and the Obligor.

1.2. The assigned rights belong to the Assignor under the Desmin Assignment agreement pursuant to which the Assignor ~~has acquired in full its rights and rights of claim to OJSC National Telecommunications under the Loan agreement.~~

1.3. The Assignor hereby assigns to the Assignee all its rights empowered to him under the Loan agreement as of 28<sup>th</sup> of December, 2010, including the rights of claim in respect of:

- the repayment by the Obligor of the principal loan amount of RUB 2 798 100 000 (two billion seven hundred and ninety eight million one hundred thousand Russian Rubles);
- the repayment of interest accrued on the principal loan amount for utilizing the loan on the basis of the annual rate of 9 (nine) %. On December 28, 2010 the accrued interest is in amount RUB 1 084 829 868.09 (one billion eighty four million eight hundred twenty nine thousand eight hundred sixty eight Russian Roubles and nine kopecks).
- the recovery of any damages, fines and interest to be accrued as a liability for non-fulfillment or undue fulfillment of monetary obligation that may arise in future out of non-fulfillment or undue fulfillment by the Obligor of any obligation under the Loan agreement, if any.

The rights of claim mentioned above are jointly referred to as the "Rights of Claim".

1.4. The Parties confirm that the total value of the Rights of Claim assigned hereunder shall be RUB 2 798 100 000 (two billion seven hundred and ninety eight million one hundred thousand Russian Rubles), including the principal amount of debt of RUB 2 798 100 000 (two billion seven hundred and ninety eight million one hundred thousand Russian Rubles).

1.5. The Parties shall accept that the Assignee will have the right to assign Rights of Claim to a third party (the "Creditor") at the Assignee's sole discretion. If such assignment (the "Re-assignment") takes place, the Assignee shall notify the Obligor on the Re-assignment of Rights of Claim.

## **2. Payment of Consideration, Transfer of Rights of Claims**

2.1. The Assignee shall pay to the Assignor the consideration for the Rights of Claim of RUB 3 882 929 868.09 (Three billion eight hundred eighty two million nine hundred twenty nine thousand eight hundred sixty eight Russian Roubles and nine kopecks). The consideration shall be paid by the Assignee to the Assignor on or before 28 December 2012 by way of wire transfer of funds to the bank account of the Assignor designated in the Clause 8 hereof. The obligations of the Assignee shall be deemed fulfilled starting from the date the consideration is credited to the bank account of the Assignor.

2.2. The Rights of Claim shall be deemed transferred to the Assignee from the date of signing of this Agreement.

## **3. Obligations of the Parties**

### **3.1. The Assignor undertakes:**

3.1.1. On the date hereof to deliver to the Assignee all documents certifying validity and existence of the assigned Rights of Claim of the Assignor to and against the Obligor under the Loan Agreement that are necessary for the assignment of the Rights of Claim hereunder, including the original copy of the Loan agreement with all additional agreements hereto (if any), the copy of Desmin Assignment agreement and to provide the Assignee with information being significant for exercise by the Assignee of the Rights of Claim.

3.1.2. On or before January 28, 2011 to notify the Obligor in writing about the assignment of the Rights of Claim under the Loan Agreement. The notice shall be delivered to the Obligor at the address shown in the Clause 1.1. above either (i) by DHL, TNT or other recorded courier service or (ii) by regular mail with written acknowledgment of sending or (iii) by hand with acknowledgment of safe receipt of the notice.

### **3.2. The Assignee undertakes:**

3.2.1. Upon assignment of the Rights of Claim, to settle solely with the Obligor any eventual disputes, claims or controversies that may arise pursuant to the Loan Agreement.

3.2.2. To pay the consideration for the Rights of Claim to the Assignor upon and subject to the terms and conditions hereof.

## **4. Liability of the Parties**

4.1 Parties hereto shall be liable for non-fulfillment or undue fulfillment of their obligations hereunder in accordance with the applicable law.

4.2. The Assignor shall be liable to the Assignee for the invalidity of the Rights of Claim assigned hereunder.

## **5. Dispute Resolution**

5.2. Any dispute, claim or controversy arising out of or in connection with this Agreement (hereinafter, the "Dispute") shall be settled by the Parties by way of negotiations. Should the Parties fail to reach an agreement, such Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the LCIA (the "LCIA Rules"), the Rules are deemed to be incorporated by reference into this clause). The seat of arbitration shall be London, England. The language of the arbitration shall be English.

5.3. If, after a Dispute has arisen, the Parties agree that the arbitral tribunal shall consist of a sole arbitrator, such sole arbitrator shall be appointed by the LCIA Court within fifteen (15) days of such agreement (or such other period as determined by the LCIA Court). In the absence of such agreement, the arbitral tribunal shall consist of three arbitrators and the provisions for party nomination set out below shall apply.

5.4. The Claimant (or if more than one Claimant, the Claimants jointly) shall nominate one arbitrator and the Respondent (as such term is recognized under the LCIA Rules) (or if more than one Respondent, the Respondents jointly) shall nominate one arbitrator within the time specified in the LCIA Rules. The chairman shall be nominated by the two appointed arbitrators within fifteen (15) days following appointment of the second arbitrator by the LCIA Court.

## **6. Validity of the Agreement**

6.1. This Agreement shall become effective from the moment of its signing by the Parties and shall be valid until the

Parties perform their obligations hereunder in full.

## 7. Other Provisions

- 7.1. This Agreement is made in two counterparts in the English language, one for each Party hereto.
- 7.2. Each Party hereto will keep confidential any financial, commercial and other information about this Agreement and will direct its representatives not to disclose any information about this Agreement.
- 7.3. This Agreement is to be governed by and construed in accordance with the English law.
- 7.4. Any amendments to this Agreement shall be valid only if they are made in writing and signed by duly authorized representatives of the Parties.

## 8. Bank Details and Signatures of the Parties

### ASSIGNOR

British Virgin Islands, Tortola, Road Town, Wickhams Cay I,  
24 De Castro Street

#### **Bank Particulars:**

Gazprombank (Switzerland) Ltd/, SWIFT: RKBZCHZZ  
USD-current account N°187015.0333 (IBAN: CH408 6605  
0187 0150 0333)  
Corr. bank: Deutsche Bank Trust Company Americas, New  
York, corr. acc. 04-408-388,  
SWIFT: BKTRUS33.  
RUB-current account N°187015.0643 (IBAN:  
CH1286605018701500643)  
Corr. bank: Gazprombank (Open Joint - stock Company),  
Moscow, corr. acc. 30111810300000006610,  
SWIFT: GAZPRUMM.

### ASSIGNEE

Address:  
Athinon & Anexartisias, NORA BUILDING, 3<sup>rd</sup> floor,  
Flat/Office 301, Nicosia, Cyprus

#### **Bank Particulars:**

Gazprombank (Switzerland) Ltd/, SWIFT: RKBZCHZZ  
USD-current account N°171825.0333,  
(IBAN:CH9208660017182500333)  
Corr. bank: Deutsche Bank Trust Company Americas, New  
York, corr. acc. 04-408-388,  
SWIFT: BKTRUS33.  
RUB-current account N°171825.0643,  
(IBAN:CH6408660017182500643)  
Corr. bank: Gazprombank (Open Joint - stock Company),  
Moscow, corr. acc. 30111810300000006610,  
SWIFT: GAZPRUMM.

Signed for and on behalf of the Assignee  
Sandalwood Continental Ltd

  
Name: Jacqueline Alexander

Name: Carmel Wong

  
Name: George Allen

Title: Directors

Signed for and on behalf of the Assignee  
Shepton Holdings Limited

Name: Aristides Yiordamlis  
Title: Director

## NOTICE OF ASSIGNMENT

**From: SANDALWOOD CONTINENTAL Ltd**  
British Virgin Islands, Tortola, Road Town,  
Wickhams Cay I, 24 De Castro Street

**To: NATIONAL TELECOMMUNICATIONS OJSC**  
Russia, Moscow, Nagatinskaya street, bld. 1/26, 117105  
With attention to General Director Kalugin S.B.

With a copy to: **SHEPTON HOLDINGS LIMITED**  
Athinon & Anexartisias, NORA BUILDING,  
3rd floor, Flat/Office 301, Nicosia, Cyprus,

Date: December 28, 2010

**RE: ASSIGNMENT AGREEMENT BETWEEN SANDALWOOD CONTINENTAL LTD AND SHEPTON HOLDINGS LIMITED DD. 28.12.2010 RELATING TO THE RIGHTS OF CLAIM TO OJSC NATIONAL TELECOMMUNICATIONS**

Dear Sirs,

We, Sandalwood Continental Ltd, hereby give you a notice that by an Assignment Agreement made on December 28, 2010 all rights of claim (claims) against Open joint stock company National Telecommunications owned by us under the Loan agreement # 01/12/07 dated December 11, 2007 executed between Tokido Holdings Limited and OJSC National Telecommunications, have been assigned and transferred by us to Shepton Holdings Limited, a company incorporated under the laws of the Cyprus, having its registered address at Athinon & Anexartisias, NORA BUILDING, 3rd floor, Flat/Office 301, Nicosia, Cyprus (assignee).

As of December 28, 2010 the total amount of the assigned rights under Loan agreement # 01/12/07 dated December 11, 2007 (hereinafter, the "Loan agreement") is equal to RUB 3 882 929 868.09 (Three billion eight hundred eighty two million nine hundred twenty nine thousand eight hundred sixty eight Russian Roubles and nine kopecks), including the principal amount of debt of RUB 2 798 100 000 (two billion seven hundred and ninety eight million one hundred thousand Russian Rubles) and the accrued interest is in amount RUB 1 084 829 868.09 (one billion eighty four million eight hundred twenty nine thousand eight hundred sixty eight Russian Roubles and nine kopecks).

The assigned rights include the rights of claim in respect of:

- the repayment by OJSC National Telecommunications of the principal loan amount under the Loan agreement in the amount of RUB 2 798 100 000 (two billion seven hundred and ninety eight million one hundred thousand Russian Rubles);
- the repayment of interest accrued under the Loan agreement for utilizing of the loan. On December 28, 2010 the accrued interest is in amount RUB 1 084 829 868.09 (one billion eighty four million eight hundred twenty nine thousand eight hundred sixty eight Russian Roubles and nine kopecks).
- the recovery of any damages, fines and interest to be accrued as a liability for non-fulfillment or undue fulfillment of monetary obligation under the Loan agreement that may arise in future out of non-fulfillment or undue fulfillment by OJSC National Telecommunications of any obligation under the Loan agreement.

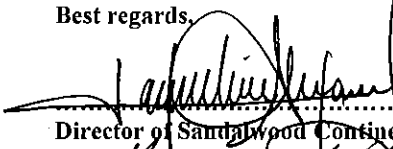
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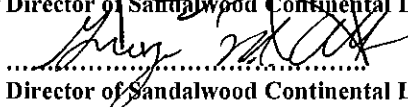
Please note that as of the date of signing of the above Assignment Agreement Shepton Holdings Limited shall be considered as a new creditor of OJSC National Telecommunications. Following above, please pay the indebtedness outstanding from you to the bank account of Shepton Holdings Limited specified below:

Gazprombank (Switzerland) Ltd/, SWIFT: RKBZCHZZ  
USD-current account N°171825.0333, (IBAN:CH9208660017182500333)  
Corr. bank: Deutsche Bank Trust Company Americas, New York, corr. acc. 04-408-388,  
SWIFT: BKTRUS33.  
RUB-current account N°171825.0643, (IBAN:CH6408660017182500643)  
Corr. bank: Gazprombank (Open Joint - stock Company), Moscow, corr. acc. 30111810300000006610,  
SWIFT: GAZPRUMM.

You are hereby asked to acknowledge receipt of this Notice by counter-signing of the same and returning one copy of the Notice signed at the address shown above.

Best regards,

  
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Director of Sandalwood Continental Ltd.

  
.....  
Director of Sandalwood Continental Ltd.

  
.....  
Director of Sandalwood Continental Ltd.

We hereby acknowledge safe receipt of this Notice on assignment of rights of claim under the Loan agreement # 01/12/07 made on 11.12.2007 between Tokido Holdings Limited and OJSC National Telecommunications to Shepton Holdings Limited.

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**On behalf of OJSC National Telecommunications**

**By**

**Date**