

LOAN AGREEMENT # 4RC-26/11

This Loan Agreement is made this 5 day of December, 2011 by
Roinco Enterprises Limited, a company organized and existing under the laws of Cyprus with its principal address at 15, Themistokli Dervi Street, Margarita House, P.C. 1066, Nicosia, Cyprus ("the Lender")
and
Dino Capital S.A., a company organized and existing under the laws of Panama, with its registered address at 50th Street, Global Plaza Tower, 19th Floor, Suite H, Panama City, Panama (the "Borrower")

RECITALS

WHEREAS, the Borrower desires to obtain a loan for the purpose of raising the working capital of the Borrower;

WHEREAS, the Lender is willing to make a loan upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrower and the Lender agree as follows:

ARTICLE 1. DEFINITIONS

1.1. For purposes of this Loan Agreement the following capitalized terms shall have the meanings set forth below:

"Business Day" means any day on which commercial banks are not authorized or required to close in the City of London, Great Britain, and in the City of New York, USA.

"Commitment" shall have the meaning set forth in Section 2.1 of this Loan Agreement.

"Commitment Termination Date" shall have the meaning set forth in Section 2.1 of this Loan Agreement. The Commitment termination Date may be prolonged subject to prior written consent of the Lender.

"Contractual Obligation" of any Person shall mean, any indenture, note, security, deed of trust, mortgage, security agreement, lease, guaranty, instrument, contract, agreement or other form of obligation or undertaking to which such Person is a party or by which such Person or any of its property is bound.

"Default" shall mean any event or circumstance not yet constituting an Event of Default but which, with the giving of any notice or the lapse of any period of time or both, would become an Event of Default.

"Disbursement" shall mean any disbursement of the Loan.

"Disbursement Date" shall mean the day designated as such by the Borrower in accordance with Section 2.2.1.

"Event of Default" shall have the meaning set forth in Section 8.1 of this Loan Agreement.

"Governmental Authority" means any domestic or foreign national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Governmental Charges" shall mean all federal, provincial, state, county, city, municipal, local, foreign or other governmental taxes, levies, assessments, charges, liens, claims or encumbrances upon or relating to (a) the obligations, (b) the employees, payroll, income or gross receipts or capital of the Borrower, (c) the Borrower's ownership or use of any properties or other assets, or (d) any other aspect of the Borrower's business.

"Governmental Rule" means any law, rule, regulation, ordinance, order, code interpretation, judgment, decree, directive, guidelines, policy or similar form of decision of any Governmental Authority, now or hereafter in effect.

"Loan" shall mean the principal amount of the loan actually provided by the Lender to the Borrower pursuant to the terms hereof.

"Loan Agreement" shall mean this Loan Agreement.

"Material Adverse Effect" shall mean a material adverse effect on (a) the business, assets, operations, prospects or financial or other condition of the Borrower, taken as a whole; (b) the ability of the Borrower to pay or perform the obligations in accordance with the terms of this Loan Agreement and to avoid an Event of Default hereunder; or (c) the rights and remedies of the Lender under this Loan Agreement or any related document, instrument or agreement.

"Person" means and includes an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a Governmental Authority.

"Requirement of Law" applicable to any Person shall mean (a) the articles or certificate of incorporation, bylaws or other governing documents of such Person, (b) any Governmental Rule applicable to such Person, (c) any license, permit, approval or other authorization granted by any Governmental Authority to or for the benefit of such Person and (d) any judgment, decision or determination of any Governmental Authority or arbitrator, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Russian Rubles" and "RUR" shall mean the lawful currency of the Russian Federation.

"US Dollars" and "USD" shall mean the lawful currency of the United States of America.

"Euro" and "EUR" shall mean the lawful currency of the European Union.

"The pound sterling" and "GBP" shall mean the lawful currency of the United Kingdom.

1.2. Interpretation. In this Loan Agreement, unless the context otherwise requires:

- (a) a reference to an Annex, Article, Schedule or Section is a reference to that Article or Section of, or that Annex or Schedule to, this Loan Agreement; and
- (b) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Loan Agreement.

ARTICLE 2. THE LOAN

2.1. Commitment. Subject to the terms and conditions of this Loan Agreement, from time to time on or prior to February 28, 2012 (the "Commitment Termination Date"), the Lender agrees to advance to the Borrower an aggregate amount of Forty million US Dollars (USD 40,000,000.00) (the "Commitment").

2.2. Loan Payments.

2.2.1. Disbursements. (a) The Borrower may request a Disbursement by delivering to the Lender a relevant request in the form and in the manner acceptable for the Lender (a "the Borrower Disbursement Notice") and specifying the amount of Disbursement, proposed Disbursement Date and the Borrower's wire instructions. Any Disbursement may be in any amount up to the entire undisbursed Commitment and may not be reborrowed.

(b) If following issuance of the Borrower Disbursement Notice, upon the proposed date of the Disbursement, as set forth in such notice, the Borrower fails to satisfy any of the conditions set forth in Section 3.1.2 or, with respect to the first Disbursement, the conditions set forth in Section 4.1.1 below, and any such failure continues after the expiration of a cure period of five (5) Business Days, then the Lender shall have the right to suspend the right of the Borrower to Disbursements or cancel the undisbursed portion of the Commitment in whole or in part, with immediate effect. Upon any cancellation, the Borrower shall, subject to paragraph (c) of this Section 2.2.1, pay to the Lender all fees and other amounts accrued (whether or not then due and payable) under this Loan Agreement up to the date of that cancellation.

(c) In case of partial cancellation of the Loan pursuant to paragraph (b) of this Section 2.2.1, interest on the amount then outstanding of the Loan shall remain payable as provided for in Section 2.2.2 (Loan Interest).

2.2.2. Loan Interest. The Borrower shall pay interest on the principal amount being four percent (4%) calculated on the basis of the actual number of calendar days in a year. Interest shall be calculated on a pro rata daily basis based on the amount of the Loan disbursed and outstanding as of respective calendar day. The above mentioned interest rate shall be valid within the whole effective period hereof and shall be revised at the Lender's request in case of prolongation of this Agreement or time period for performance of any obligation herein stipulated.

2.2.3. Repayment. The Borrower shall repay to the Lender the amount of the Loan actually received and outstanding not later than on the Commitment Termination Date. The Borrower may repay the interest on the amount of actual Loan concurrently with or separately from payment of the principal amount of the Loan within the whole effective period of this Agreement. In case the principal amount of the Loan will be repaid by the Borrower prior to the repayment of the corresponding Loan Interests, the interest on the outstanding Loan Interest shall not be accrued.

2.2.4. Prepayment. The Borrower may, without premium or penalty, prepay each Loan or a portion of a Loan at any time without any prior notice to the Lender. If a portion of the Loan is prepaid, amounts so paid shall be allocated and applied by the Lender in any manner and for such purpose as the Lender solely determines notwithstanding any instruction of the Borrower to the contrary. Any portion of the Loan that is prepaid, repaid or cancelled may not be reborrowed.

2.2.5. Currency. The Loan may be transferred to and repaid by the Borrower in US Dollars, Russian Rubles, Euro, and Pound sterling or such other currency at the Borrower's discretion at the rate agreed by the Parties.

2.2.6. Taxes. The Borrower shall pay or cause to be paid all, and make all payments under this Loan Agreement without deducting any, present and future taxes whatsoever by whomsoever levied or imposed in connection with the payment of any amount under this Loan Agreement; provided that, if the Borrower is prevented from making payments without deduction, the Borrower shall, in each case, pay an increased amount such that, after deduction, the Lender receives the full amount it would have received had that payment been made without deduction.

2.2.7. Place and Manner. Payments due to the Lender under this Loan Agreement shall be made to:

JPMorgan Chase Bank, New York
ABA 021000021
SWIFT: CHAS US 33
Beneficiary's bank: JPMorgan Chase Bank, London
A/C 0010962009
SWIFT: CHAS GB 2L
Beneficiary: Roinco Enterprises Limited
IBAN: GB 45 CHAS 6092 4224 2312 01

2.2.8. Date. Any payment stated to be due hereunder on a day numerically corresponding to a given day in a specified month thereafter shall be made (i) if there is no corresponding day, on the last Business Day of that month, or (ii) if the corresponding day is not a Business Day, on the next succeeding Business Day, and interest, fees and charges, if any, on the amount of that payment shall continue to accrue to that next succeeding Business Day.

2.2.9. Increased Costs. Upon the Lender's request the Borrower shall on Commitment Termination Date pay the amount which the Lender from time to time notifies to the Borrower as being the aggregate, accrued and unpaid amount of any net incremental cost of or reduction in return to the Lender, in connection with the making or maintaining of the Loan, which results from any change in any Governmental Rule or in its interpretation by any Governmental Authority that became effective subsequent to the date of this Loan Agreement; provided that the Lender shall make all reasonable efforts to minimize such net incremental costs or reduction in return.

2.2.10. Expenses. Upon the Lender's request the Borrower shall pay or reimburse to the Lender any amount paid by the Lender on account of all taxes (including stamp taxes but excluding income taxes), duties, fees or other charges payable on or in connection with the execution, issue, delivery, registration or notarization of the Loan Agreement and any other documents related to it.

2.2.11. Illegality. If the Lender determines at any time that any Governmental Rule or any change therein or in the interpretation or application thereof makes or will make it unlawful for the Lender to fulfill its commitment in accordance with Section 2.1, to maintain the Loan or to claim or receive any amount payable to it hereunder, the Lender shall give notice of that determination to the Borrower, whereupon the obligations of the Lender hereunder shall terminate. If any such notice is given after the disbursement of the Loan, the Borrower shall prepay the Loan in full on the date specified by the Lender. Prepayment pursuant to this Section shall be made together with Interest accrued on the Loan to the date of prepayment and all other amounts then payable to the Lender hereunder.

ARTICLE 3. Disbursement

3.1 Conditions to Disbursement. The obligation of the Lender to fund a Loan shall be subject to the following conditions precedent:

3.1.1 Conditions of First Disbursement. the Lender upon its request shall have received in form and substance satisfactory to the Lender:

- (a) This Loan Agreement duly executed by the Borrower;
- (b) Duly certified copies of: (A) the Borrower's constitutive documents (as amended to the date of this Loan Agreement), (B) the incumbency of the officers executing this Loan Agreement on behalf of the Borrower.
- (c) Good Standing Certificate(s) (including tax status if available) with respect to the Borrower from the Borrower's state of incorporation and principal place of business, if different, (each) dated a date reasonably close to the date of this Loan Agreement.
- (d) All other documents as the Lender shall have reasonably requested.

3.1.2. Conditions of any Disbursement. Prior to each Disbursement, the following conditions with respect to such Disbursement shall have been satisfied or waived by the Lender:

- (a) No Event of Default or Default shall have occurred and be continuing.
- (b) In the Lender's sole discretion, there shall not have occurred any Material Adverse Effect.
- (c) The representations and warranties contained in this Loan Agreement shall be true and correct in all material respects as if made on the proposed date of the Disbursement.
- (d) The proposed date of the Disbursement shall not be later than the Commitment Termination Date.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BORROWER

The Borrower represents and warrants to the Lender:

4.1. Due Incorporation, Qualification, etc. The Borrower (i) is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted; and (iii) is duly qualified, licensed to do business and in good standing as a foreign corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a Material Adverse Effect.

4.2. Authority. The execution, delivery and performance by the Borrower of this Loan Agreement (i) are within the power of the Borrower and (ii) have been duly authorized by all necessary actions on the part of the Borrower.

4.3. Enforceability. This Loan Agreement executed, or to be executed, by the Borrower has been, or will be, duly executed and delivered by the Borrower and constitutes, or will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4.4. Non-Contravention. The execution and delivery by the Borrower of this Loan Agreement do not and will not (i) violate any Requirement of Law applicable to the Borrower; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other Person to accelerate (whether after the giving of notice or lapse of time or both), any Contractual Obligation of the Borrower; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Borrower.

4.5. Approvals. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person (including, without limitation, the shareholders of any Person) is required in connection with the execution and delivery of this Loan Agreement executed by the Borrower and the performance and consummation of the transactions contemplated thereby.

4.6. No Violation or Default. The Borrower is not in violation of or in default with respect to (i) any Requirement of Law; (ii) any Contractual Obligation (nor is there any waiver in effect which, if not in effect, would result in such a violation or

default), where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a Material Adverse Effect.

4.7. Litigation. No actions (including, without limitation, derivative actions), suits, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower at law or in equity in any court or before any other Governmental Authority which if adversely determined (i) could reasonably be expected (alone or in the aggregate) to have a Material Adverse Effect or (ii) seeks to enjoin, either directly or indirectly, the execution, delivery or performance by the Borrower of the Loan Agreement or the transactions contemplated thereby.

4.8. Governmental Charges. The Borrower has filed or caused to be filed all tax returns which are required to be filed by it. The Borrower has paid, or made provision for the payment of, all taxes and other Governmental Charges which have or may have become due pursuant to said returns or otherwise, except such Governmental Charges, if any, which are being contested in good faith and as to which adequate reserves (determined in accordance with generally accepted accounting principals of good accounting practice in the country of incorporation of the Borrower, as applicable, consistently applied) have been provided or which could not reasonably be expected to have a Material Adverse Effect if unpaid.

4.9. No Material Adverse Effect. No event has occurred and no condition exists which could reasonably be expected to have a Material Adverse Effect.

4.10. Accuracy of Information Furnished. No this Loan Agreement and none of the other certificates, statements or information furnished to the Lender by or on behalf of the Borrower in connection with the Loan Agreement or the transactions contemplated thereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE 5. COVENANTS OF BORROWER

While any obligations payable by the Borrower remain outstanding:

5.1. Information. The Borrower shall promptly furnish to the Lender any information (including but not limited to annual and/or quarterly reports to shareholders, tax returns, income statements, balance sheets, and names of principal creditors) as the Lender shall reasonably request which is necessary to evaluate the Borrower's continuing financial obligations.

5.2. Suits. The Borrower shall deliver to the Lender, promptly after the execution thereof, notice of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which suits or proceedings if decided adversely to the Borrower could reasonably be expected to have a Material Adverse Effect.

5.3. Corporate Identity. The Borrower shall notify the Lender in writing prior to any change in the Borrower's principal place of business or chief executive office and any proposed or actual change of the Borrower's name, identity or corporate structure.

5.4. Notices of Default. The Borrower shall promptly give notice to the Lender of each Default or Event of Default and each other event that has or might have a materially adverse affect on its ability to perform its obligations under this Loan Agreement.

5.5. Liens and Encumbrances. The Borrower shall not create or permit to be created any lien or other encumbrance on any of its property to secure indebtedness, other than permitted liens.

ARTICLE 6. CONFIDENTIALITY

The Lender agrees to hold non-public information received by it in confidence and shall not disclose or use such information to third parties except to its partners or the partners of its affiliates and as the Lender may deem necessary in its reasonable judgment to satisfy its legal obligations or to enforce the Lender's rights hereunder.

ARTICLE 7. EVENTS OF DEFAULT

7.1. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Loan Agreement:

7.1.1. Failure to Pay. The Borrower shall fail to pay when due any principal, interest or other payment required under the terms of this Loan Agreement on the date due and such payment shall not have been made within ten (10) Business Days of the due date; or

7.1.2. Breaches of Covenants. the Borrower shall fail to observe or perform any covenant, obligation, condition or agreement contained in this Loan Agreement (other than those specified in Section 7.1.1) and such failure shall continue for fifteen (15) Business Days; or

7.1.3. Representations and Warranties. Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of the Borrower to the Lender in writing in connection with this Loan Agreement, or as an inducement to the Lender to enter into this Loan Agreement, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or

7.1.4. Cross-Default. The Borrower (i) fails to pay any of its indebtedness as and when that indebtedness becomes payable or (ii) fails to perform or observe any covenant or agreement to be performed or observed by it contained in any other agreement or in any instrument evidencing any of its indebtedness and, as a result of the failure, any other party to that agreement or instrument is entitled to exercise, and has not irrevocably waived, the right to accelerate the maturity of any amount owing thereunder; or

7.1.5. Voluntary Bankruptcy or Insolvency Proceedings. The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of affecting any of the foregoing; or

7.1.6. Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Borrower or of all or a substantial part of the its property, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Borrower or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within thirty (30) days of commencement; or

7.1.7. Judgments. A final judgment or order for the payment of money in excess of Five Hundred Thousand US Dollars (USD500,000) shall be rendered against the Borrower and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed, or any judgment, writ, assessment, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower and such judgment, writ, or similar process shall not be released, stayed, vacated or otherwise dismissed within thirty (30) days after issue or levy; or

7.1.8. Loan Agreement. This Loan Agreement or any material term thereof shall cease to be, or be asserted by the Borrower not to be, a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms; or

7.1.9. Material Adverse Effect. One or more conditions exist or events have occurred which could reasonably be expected to result in a Material Adverse Effect.

7.2. Rights of the Lender upon Default. Upon the occurrence or existence of any Event of Default (other than an Event of Default referred to in Sections 7.1.5 and 7.1.6) and at any time thereafter during the continuance of such Event of Default, the Lender may, by written notice to the Borrower, declare all outstanding obligations payable by the Borrower hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 7.1.5 and 7.1.6, immediately and without notice, all outstanding obligations payable by the Borrower hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

7.3. Reinstatement of Rights. If the Lender shall have proceeded to enforce any right under this Loan Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case (unless otherwise ordered by a court of competent jurisdiction), the Lender shall be restored to its former position and rights hereunder with respect to the property subject to the security interest created under this Loan Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Modifications, Amendments or Waivers. The provisions of this Loan Agreement may be modified, amended or waived only by a written instrument signed by the parties thereto.

8.2. No Implied Waivers; Cumulative Remedies; Writing Required. No delay or failure of the Lender in exercising any right, power or remedy hereunder shall affect or operate as a waiver thereof; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or of any other right, power or remedy. The rights and remedies hereunder of the Lender are cumulative and not exclusive of any rights or remedies which it would otherwise have. Any waiver, permit, consent or approval of any kind or character on the part of the Lender of any breach or default under this Loan Agreement or any such waiver of any provision or condition of this Loan Agreement must be in writing and shall be effective only in the specified instance and to the extent specifically set forth in such writing.

8.3. Expenses; Indemnification. The Borrower agrees upon demand to pay or reimburse the Lender for all liabilities, obligations and out-of-pocket expenses, including reasonable fees and expenses of counsel for the Lender, from time to time arising in connection with the enforcement or collection of sums due hereunder. the Borrower shall indemnify, reimburse and hold the Lender and its permitted assigns, each of the Lender's or its permitted assigns' partners, and each of their respective successors, assigns, agents, officers, directors, shareholders, servants, agents and employees harmless from and against all liabilities, losses, damages, actions, suits, demands, claims of any kind and nature, all costs and expenses whatsoever to the extent they may be incurred or suffered by such indemnified party in connection therewith (including reasonable attorneys' fees and expenses), fines, penalties (and other charges of applicable governmental authorities) (each, a "Claim"), directly or indirectly relating to or arising out of the use of the proceeds of the Loan, the falsity of any representation or warranty of the Borrower or the Borrower's failure to comply with the terms of this Loan Agreement; provided, however, that the Borrower shall not indemnify the Lender for any liability incurred by the Lender as a direct and sole result of the Lender's gross negligence or willful misconduct. Such indemnities shall continue in full force and effect, notwithstanding the expiration or termination of this Loan Agreement. Upon the Lender's written demand, the Borrower shall assume and diligently conduct, at its sole cost and expense, the entire defense of the Lender and its permitted assigns, each of the Lender's or its permitted assigns' partners, and each of their respective successors, assigns, agents, officers, directors, shareholders, servants, agents and employees against any indemnified Claim described in this Section 8.3. the Borrower shall not settle or compromise any Claim against or involving the Lender without first obtaining the Lender's written consent thereto, which consent shall not be unreasonably withheld.

8.4. Waivers; Limitation on Damages. (a) The Borrower shall give the Lender written notice within three hundred sixty-five (365) days of obtaining knowledge of the occurrence of any claim or cause of action it believes it has, or may seek to assert to allege against the Lender, whether such claim is based in law or equity, arising under or related to this Loan Agreement or to the transactions contemplated hereby or thereby, or any act or omission to act with respect hereto or thereto, and that if it shall fail to give such notice with regard to any such claim or cause of action, the Borrower shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. (b) Notwithstanding anything to the contrary contained in this Loan Agreement or anywhere else, the Borrower agrees that it shall not seek from the Lender under any theory of liability (including any theory in torts), any special, indirect, consequential or punitive damages.

8.5. Notices; Payments. All notices and other communications given to or made upon any party hereto in connection with this Loan Agreement shall be in writing and mailed (by certified or registered mail) or delivered to the respective parties, as follows:

The Lender: **Roinco Enterprises Limited**

15, Themistokli Dervi Street, Margarita House, P.C. 1066, Nicosia, Cyprus

Attention: Diana Andreou - director

The Borrower: Dino Capital S.A.

50th Street, Global Plaza Tower, 19th Floor, Suite H, Panama City, Panama

Attention: Armen Ustyan – pursuant to the Power of Attorney as of 07.05.2010

or in accordance with any subsequent written direction from either party to the other. All such notices and other communications shall, except as otherwise expressly herein provided, be effective when received; or in the case of delivery by messenger or overnight delivery service, when left at the appropriate address.

8.6. Severability. If any provision of this Loan Agreement becomes or is deemed to be illegal, invalid or unenforceable, at any time, in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired.

8.7. Survival. All representations, warranties, covenants and agreements of the Borrower contained herein or made in writing in connection herewith shall survive the execution and delivery hereof and making of Loan hereunder.

8.8. Governing Law and Disputes. This Loan Agreement shall be governed by and construed in accordance with the laws of England. Any dispute or discrepancies that may arise out of or in connection with this Loan Agreement shall be settled by negotiation between the Parties hereto. If the Parties are unable to arrive at an amicable settlement by negotiation, all dispute arising out of or in connection with this Loan Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, Great Britain. The language to be used in the arbitration shall be English.

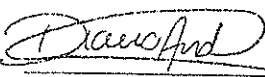
8.9. Successors and Assigns. This Loan Agreement shall be binding upon and inure to the benefit of the Lender, the Borrower and their respective successors and permitted assigns, except that the Borrower may not assign or transfer its rights hereunder or thereunder or any interest herein or therein without the prior written consent of the Lender. The Lender may assign all or any portion of its rights hereunder to any of its affiliated companies or to any other person (an "Assignee") and may sell such rights to any other financial entity (a "Participant") participation interests in the Lender's rights under this Loan Agreement. The Lender may disclose the provisions of this Loan Agreement and any other financial or other information relating to the Borrower to any potential Assignee or Participant, provided that such Participant agrees to protect the confidentiality of such documents and information using the same measures that it uses to protect its own confidential information. Notwithstanding anything contained in this Section 8.9, a transfer shall not include a merger or consolidation where (i) the Borrower is the surviving entity, (ii) such merger or consolidation will not result in an Event of Default and (iii) the Borrower will have a net worth after giving effect to the merger or consolidation at least as great as the net worth of the Borrower prior to such merger or consolidation.

8.10. Counterparts. This Loan Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

8.11. Entire Agreement. This Loan Agreement constitute and contain the entire agreement of the Borrower and the Lender and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

IN WITNESS WHEREOF, this Loan Agreement has been executed under seal for and on behalf of the undersigned as of the day and year first written above.

Roinco Enterprises Limited, as the Lender

By: 

Name: Diana Andreou

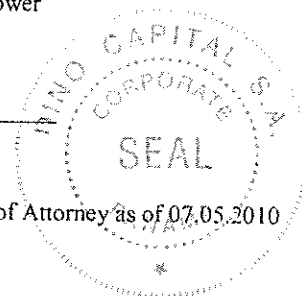
Title: Director

Dino Capital S.A., as the Borrower

By: 

Name: Armen Ustyan

Title: Pursuant to the Power of Attorney as of 07.05.2010



SECURITIES PURCHASE AND SALE AGREEMENT

This SECURITIES PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on this 14th day of September, 2010 between

KOLERT ADVISOR LIMITED, a legal entity duly incorporated and existing under the laws of the British Virgin Islands and having its registered address at: P.O. BOX 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands (the "Seller"), as represented by Ms. Anna Abou Shaaban, Director, acting by virtue of the Articles of Association, on the one hand,

and

DINO CAPITAL S.A., a company duly incorporated and existing under the laws of Panama and having its registered address at: 50th Street, Global Plaza Tower, 19th Floor, Suite H, Panama City, Panama (the "Buyer"), represented by its Attorney Mr. Armen Ustyan, acting pursuant to the Power of Attorney as of May 7, 2010, on the other hand.

The Buyer and the Seller are collectively referred to herein as the "Parties" and individually as the "Party".

THE PARTIES HAVE AGREED AS FOLLOWS:

1. TERMS AND DEFINITIONS

- 1.1. **Business Day** – means any day, when banks are open for business in Riga (Latvia), Frankfurt am Main (Germany) and Kaunas (Lithuania);
- 1.2. **Securities** – the securities, full details and prices of which are listed in the Appendix 1 to this Agreement.

2. SUBJECT OF THE AGREEMENT

The Seller for the consideration provided for hereunder, the value and sufficiency whereof is hereby confirmed and acknowledged by the Seller, shall transfer to the Buyer, and the Buyer shall accept and pay for, on the terms of this Agreement, the Securities as specified in Section 4 hereof.

3. PAYMENT OF THE PURCHASE PRICE

- 3.1. The Purchase Price of the Securities under transfer hereunder shall be USD 5 249 933.44 (Five million two hundred forty nine thousand nine hundred thirty three and 44/100), payment of which shall be effected in accordance with Section 3.2. hereof.
- 3.2. The Purchase Price shall be paid to the Seller in immediately available funds in US Dollars by means of a wire transfer thereof by the Buyer to the following Seller's bank account within Fifteen (15) Business Days upon the execution hereof. The Purchase Price shall be paid in 8 installments: 7 installments of USD 650 000.00 (six hundred fifty thousand only) each and 1 final installment of USD 699 933.44 (six hundred ninety nine thousand nine hundred thirty three and 44/100).
- 3.3. The Parties agree that the Purchase Price constitutes fair and adequate consideration for the Securities hereunder.
- 3.4. The Buyer's obligations with respect to the payment of the Purchase Price hereunder are deemed performed in full upon receipt of the Purchase Price set forth in Section 3.1. hereof in the Seller's bank account.

4. TRANSFER OF THE TITLE TO THE SECURITIES

- 4.1. The Parties agree that the Seller shall transfer the title to the Securities to the Buyer within Twenty (20) Business Days upon the execution hereof.
- 4.2. The Securities are deemed transferred from the Seller to the Buyer after execution of the Statement of Transfer and Acceptance of the Securities (Appendix 2 to this Agreement), which is afterwards deemed the integral part of this Agreement.

5. LIABILITY

- 5.1. If the Buyer fails to pay for the Securities on the terms and conditions set forth herein the Seller shall be entitled to terminate this Agreement by means of sending a written notice to the Buyer.
- 5.2. If the Seller fails to transfer the title to the Securities as set forth in Section 4 hereof the Seller shall pay a penalty to the Buyer in the amount of 0,2% (zero point two per cent) of the Purchase Price for each day of delay in transfer of the Securities.
- 5.3. Neither Party shall be liable for non-performance or improper performance of its obligations under this Agreement, if such non-performance or improper performance is a result of effect of force majeure circumstances. Such circumstances shall

(Signature)

be understood as circumstances arising after the date of execution hereof as a result of events of extraordinary nature, unforeseen and unpreventable by either Party. Such circumstances shall also include actions of bodies of state power and authority, making the performance of obligations under this Agreement impossible or late.

5.4. If the nature of force major circumstances substantially or finally prevents the Parties from attaining the goals of this Agreement, or if the performance by either Party of its obligations hereunder continues to be extremely difficult for longer than One (1) month, the Parties shall take a decision concerning the further performance of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1. The Seller hereby represents and warrants that on the date of this Agreement:

- it has and will have all necessary power and authority, including all necessary licenses, authorizations, consents and approvals, to execute this Agreement and to effect all transactions required pursuant hereto, and that the execution and delivery of, and compliance with the terms of this Agreement shall not violate any applicable law or regulation;
- it is the record and beneficial owner of the Securities, free and clear of all liens, security interests, charges, claims, restrictions and other encumbrances. No other person or entity has any interest of any nature in the Securities.;
- to the best of its knowledge any information provided by the Seller is, in all material respects, complete, accurate and not misleading.

6.2. The Buyer hereby represents and warrants that for the date of this Agreement:

- it has and will have all necessary power and authority, including all necessary licenses, authorizations, consents and approvals, to execute this Agreement and to effect all transactions required pursuant hereto, and that the execution and delivery of, and compliance with the terms of this Agreement shall not violate any applicable law or regulation;
- there are no agreements, laws or other restrictions of any kind to which the Buyer is party or subject that would prevent or restrict the execution, delivery or performance of this Agreement or result in any penalty, forfeiture, Agreement termination as a result of the execution, delivery or performance of this Agreement;
- it has no knowledge of any charge, lien or encumbrance with respect to the Securities;
- during the term when it owns and possesses the Securities, it shall not create by its own actions any liens, encumbrances and mortgages with respect thereto;
- to the best of its knowledge there has been no event, or action taken (or failure to take action) by or against the Seller, which has resulted or might result in the creation of any encumbrance on such Securities;
- the execution, delivery and performance by the Buyer of this Agreement and all other documents which might be contemplated hereby, the fulfillment of and the compliance with the respective terms and provisions hereof and thereof, and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly authorized by its competent corporate body, (which authorization has not been modified or rescinded and is in full force and effect), and will not: (a) conflict with, or violate any provision of, any term or provision of the certificate or articles of incorporation or bylaws of the Buyer or (b) conflict with, or result in any breach of, or constitute a default under, any agreement to which the Buyer is a party or by which the Buyer is bound. No other corporate action is necessary for the Buyer to enter into this Agreement and all other documents contemplated hereby and to consummate the transactions contemplated hereby and thereby;
- to the best of its knowledge any information provided by the Buyer is, in all material respects, complete, accurate and not misleading.

6.3. All representations and warranties made by either Party to this Agreement herein or pursuant hereto shall also be deemed made on and as of the execution date as though such representations and warranties were made on and as of such date, and all such representations and warranties shall survive the execution date and any investigation, audit or inspection at any time made by or on behalf of any party hereto.

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7. NOTICES

Any notices shall be delivered to the addresses or numbers set forth in this Agreement, or to such other address or numbers of which either Party may notify the other Party in writing. Any notices shall be deemed valid when made in writing and delivered by express commercial courier or by facsimile.

Address and bank details of the Buyer:

50th Street, Global Plaza Tower, 19th Floor, Suite H,
Panama City, Panama

Commerzbank AG
Germany, Frankfurt/Main
400886671700
SWIFT COBADEFF
for credit to
UKIO BANKAS
Maironio g. 25, LT-44250, Kaunas, Lithuania
SWIFT UKIOLT2X
for further credit to
Acc. No. LT827010000038603609
Dino Capital S.A.

Address and bank details of the Seller:

P.O. Box 71, Craigmuir Chambers, Road Town, Tortola,
British Virgin Islands

IBAN: LV 89 LATB 000 6020 090784
Beneficiary's bank: NORVIK BANKA, RIGA,
LATVIA
Bank address: 21, E. Birznieka-Upisha, 21, LV-11
RIGA, LATVIA
SWIFT: LATB LV 22

Intermediary bank: Raiffeisen Zentralbank Osterreich
AG, Vienna, Austria
SWIFT: RZBAATWW
Corr. Acc.: 170-55.059.331

8. CONFIDENTIALITY

Except as required by applicable law or by court order, and only to the extent so required, the Parties hereto shall not disclose without written consent of the other Party the existence of this Agreement or the contents hereof to any third party, except (to the extent strictly necessary) to professional advisers, auditors and employees of that Party.

9. TERM AND TERMINATION

9.1. This Agreement shall come into force on the date hereof and shall expire upon performance by the Parties of their obligations hereunder unless otherwise provided in this Section.

9.2. In the event this Agreement is terminated as provided herein the Agreement shall forthwith become wholly void and of no effect, and the Parties shall be released from all future obligations hereunder; provided, however, that their obligations as to confidentiality shall not be extinguished but shall survive such termination. The Parties hereto shall have any and all remedies to enforce such obligations provided at law or in equity (including, without limitation, specific performance).

10. GOVERNING LAW AND JURISDICTION

10.1. This Agreement shall be governed by and construed in accordance with the English laws, without regard to the conflict of laws principles thereof.

10.2. Any dispute, controversy or claim howsoever arising out of or in connection with this Agreement or the breach thereof, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by London Court of International Arbitration (LCIA) and in accordance with its Rules, which are deemed to be incorporated by reference into this clause.

10.3. The Parties hereby irrevocably and unconditionally waive to seek in any courts or tribunals of any country other than the tribunal specified in this Section for injunctive relief, witness and/or expert summons and similar proceedings.

10.4. Award rendered in connection with arbitration pursuant to this Article shall be final and binding, and judgment upon such an award may be entered and enforced in any court of competent jurisdiction. The forum for arbitration under this Article shall be the seat of LCIA in London. The arbitration shall be conducted in the English language.

10.5. The tribunal shall consist of three arbitrators who shall be experienced in Russian Securities market and shall have the relevant arbitration practice in the specified area. Two of them shall be nominated by the respective Parties. If either Party shall abstain from nominating its arbitrator, LCIA shall itself appoint such arbitrator. The two arbitrators so chosen shall select a third arbitrator, provided that if such two arbitrators shall fail to choose a third arbitrator within Thirty (30) Business days after such two arbitrators have been selected, LCIA, upon the request of either Party, shall appoint a third arbitrator. The third arbitrator shall be Chairman of the arbitral tribunal.

11. MISCELLANEOUS

11.1. If any provision of this Agreement is or becomes invalid or in conflict with any applicable laws, the remaining provisions of this Agreement will not be affected.


11.2. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

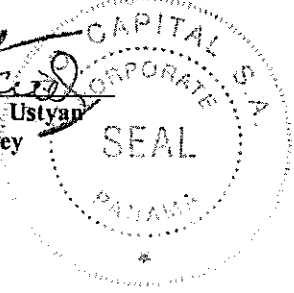
11.3. None of the terms or provisions of this Agreement may be waived, altered, modified or amended, except in writing duly executed for and on behalf of the Parties hereto.

11.4. This Agreement shall be binding upon and inure to the benefit of each Party hereto, and its respective heirs, executors, legal representatives, successors and assigns. This Agreement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof and may not be amended or modified except by a written agreement specifically referring to this Agreement signed by the both Parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.


IN WITNESS WHEREOF, the Seller and the Buyer have caused this Agreement to be executed in Two (2) original copies, One (1) original copy for each Party on the date first above written.

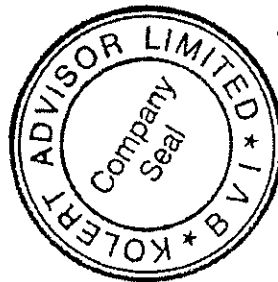
The Buyer:

By: 
Name: Armen Ustyan
Title: Attorney



The Seller:

By: 
Name: Anna Abou Shaaban
Title: Director



LIST OF SECURITIES UNDER TRANSFER

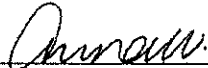
The Securities transferred under the Securities Purchase and Sale Agreement of September 14, 2010 are the following:

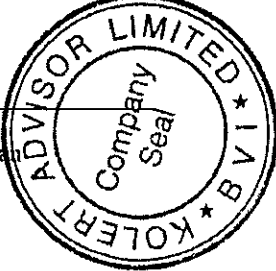
No.	Type of Security	Issuer	Date of Issue	Nominal Value	Interest rate	Maturity Date
1.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 383 500,00 (three hundred eighty three thousand five hundred only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
2.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 425 000,00 (four hundred twenty five thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
3.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 270 000,00 (two hundred seventy thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
4.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 26, 2010	USD 443 237,00 (four hundred forty three thousand two hundred thirty seven only)	Non-interest bearing	Payable on demand, but no earlier than on February 26, 2011
5.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 26, 2010	USD 330 000,00 (three hundred thirty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 26, 2011
6.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 209 963,50 (two hundred nine thousand nine hundred sixty three and 50/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
7.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 462 326,85 (four hundred sixty two thousand three hundred twenty six and 85/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
8.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 790 926,20 (seven hundred ninety thousand nine hundred twenty six and 20/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
9.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 242 240,11 (two hundred forty two thousand two hundred forty and 11/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
10.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 317 739,78 (three hundred seventeen thousand seven hundred thirty nine and 78/100)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011
11.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 250 000 (two hundred fifty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011
12.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 300 000,00 (three hundred thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011
13.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 24, 2010	USD 350 000,00 (three hundred fifty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 24, 2011

Appendix 1 (ending)
to the Securities Purchase and Sale Agreement of September 14, 2010

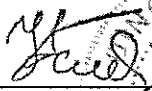
No.	Type of Security	Issuer	Date of Issue	Nominal Value	Interest rate	Maturity Date
14.	Promissory Note	IMPEXNEFTECHIM LIMITED	April 6, 2010	USD 175 000,00 (one hundred seventy five thousand only)	Non-interest bearing	Payable on demand, but no earlier than on April 6, 2011
15.	Promissory Note	IMPEXNEFTECHIM LIMITED	April 21, 2010	USD 300 000,00 (three hundred thousand only)	Non-interest bearing	Payable on demand, but no earlier than on April 21, 2011

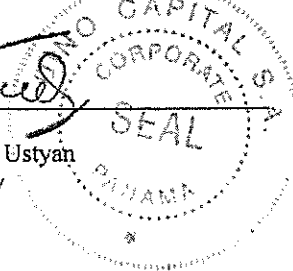
KOLERT ADVISOR LIMITED


 Name: Anna Abou Shaaban
 Title: Director



DINO CAPITAL S.A.


 Name: Armen Ustyan
 Title: Attorney



STATEMENT OF TRANSFER AND ACCEPTANCE OF SECURITIES
(this "Statement")

MADE on September 14, 2010

BETWEEN

KOLERT ADVISOR LIMITED, a legal entity duly incorporated and existing under the laws of the British Virgin Islands and having its registered address at: P.O. BOX 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands (the "Seller"), as represented by Ms. Anna Abou Shaaban, Director, acting by virtue of the Articles of Association,

and

DINO CAPITAL S.A., a company duly incorporated and existing under the laws of Panama and having its registered address at: 50th Street, Global Plaza Tower, 19th Floor, Suite H, Panama City, Panama (the "Buyer"), represented by its Attorney Mr. Armen Ustyan, acting pursuant to the Power of Attorney as of May 7, 2010.

have made this Statement to the Securities Purchase and Sale Agreement of September 14, 2010 on the following:

1. The Seller transfers to the Buyer, and the Buyer accepts from the Seller Securities having the following details:

No.	Type of Security	Issuer	Date of Issue	Nominal Value	Interest rate	Maturity Date
1.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 383 500,00 (three hundred eighty three thousand five hundred only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
2.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 425 000,00 (four hundred twenty five thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
3.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 8, 2010	USD 270 000,00 (two hundred seventy thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 8, 2011
4.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 26, 2010	USD 443 237,00 (four hundred forty three thousand two hundred thirty seven only)	Non-interest bearing	Payable on demand, but no earlier than on February 26, 2011
5.	Promissory Note	IMPEXNEFTECHIM LIMITED	February 26, 2010	USD 330 000,00 (three hundred thirty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on February 26, 2011
6.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 209 963,50 (two hundred nine thousand nine hundred sixty three and 50/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
7.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 462 326,85 (four hundred sixty two thousand three hundred twenty six and 85/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
8.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 790 926,20 (seven hundred ninety thousand nine hundred twenty six and 20/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
9.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 1, 2010	USD 242 240,11 (two hundred forty two thousand two hundred forty and 11/100)	Non-interest bearing	Payable on demand, but no earlier than on March 1, 2011
10.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 317 739,78 (three hundred seventeen thousand seven hundred thirty nine and 78/100)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011

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Appendix 2 (ending)
to the Securities Purchase and Sale Agreement of September 14, 2010

No.	Type of Security	Issuer	Date of Issue	Nominal Value	Interest rate	Maturity Date
11.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 250 000 (two hundred fifty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011
12.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 15, 2010	USD 300 000,00 (three hundred thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 15, 2011
13.	Promissory Note	IMPEXNEFTECHIM LIMITED	March 24, 2010	USD 350 000,00 (three hundred fifty thousand only)	Non-interest bearing	Payable on demand, but no earlier than on March 24, 2011
14.	Promissory Note	IMPEXNEFTECHIM LIMITED	April 6, 2010	USD 175 000,00 (one hundred seventy five thousand only)	Non-interest bearing	Payable on demand, but no earlier than on April 6, 2011
15.	Promissory Note	IMPEXNEFTECHIM LIMITED	April 21, 2010	USD 300 000,00 (three hundred thousand only)	Non-interest bearing	Payable on demand, but no earlier than on April 21, 2011

2. This Statement is deemed the integral part of the Securities Purchase and Sale Agreement of September 14, 2010.

3. This Statement is executed in two counterparts, each of which is deemed an original and together constituting one and the same instrument.

KOLERT ADVISOR LIMITED



Name: Anna Abou Shaaban
Title: Director



DINO CAPITAL S.A.



Name: Armen Ustyan
Title: Attorney

