

# THIS LOAN AGREEMENT (the "Agreement") is made on " December 2013

#### BETWEEN:

- (1) QUILLAS EQUITIES S.A., a company incorporated under the laws of British Virgin Islands, with the registration number 1547064, and having its registered office at Akara Building, 24 de Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (the "Lender"); and
- (2) KERANTO HOLDINGS LTD, a legal entity under the laws of British Virgin Islands company incorporated on November 3rd, 2008, registration number 1509219, having its registered office at: First Floor, Mandar House, Johnson's Ghut, P.O. Box 3257, Road Town, Tortola, British Virgin (the "Borrower").

### WHEREAS:

(A) The Lender has agreed to provide the Borrower with a term loan facility of USD 10,000,000,000 (ten million). References to time in this clause are to local time in the country of the addressee.

11.2 The addresses of the Parties for the purpose of clause 11.1 are as follows:

# (a) LENDER:

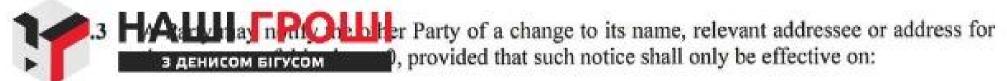
Address: Akara Building, 24 de Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands

For the attention of: Quillas Equities S.A.

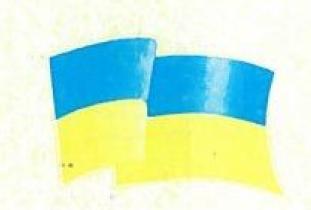
### (b) BORROWER:

Address: Office 44, 19-21 Bogdan Khmelnytsky Street, Kiev, 01030 Ukraine

For the attention of: Dmitri Nedelchev







паспорт громадянина хкраїни паспорт гражданина хкраины





Dear Sirs,

I, Yuri Soloviev ("Beneficial Owner") am the beneficial owner of 50,000 shares numbered 01 – 50,000 ("the Shares") held by you in the undertaking called QUILLAS EQUITIES S. A. (the Company) pursuant to the Declaration of Trust dated 9<sup>th</sup> September, 2009.

By way of gift, I hereby transfer my beneficial and equitable rights in the Shares to Natalia Ulyutina, the New Beneficial Owner.

I further acknowledge and confirm that I have no claim or right of action of any kind outstanding for compensation or otherwise against the **Nominee Shareholder**, the **Company** and the **Directors**. To the extent that any such claim exists or may exist, I irrevocably waive such claim and release the **Nominee Shareholder**, the **Company**, and the **Directors** from any liability in respect thereof.

Yuri Soloviev

