

ASSIGNMENT AGREEMENT No. 02/02

This Agreement made this 11th day of February 2011

between

██████████ Corp., hereinafter referred to as the "Assignor", having its registered address at: ██████████ Building, Pasca Estate, Road Town, Tortola, British Virgin Islands, represented by its Directors ██████████ acting on the basis of the Articles of Association,

and

International Media Overseas S.A., hereinafter referred to as the "Assignee", having its registered address at: Mossfon Building, Second Floor, East 54th Street, Panama, Republic of Panama, represented by Directors ██████████ 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 10th of February 2011 Sandalwood Continental Ltd as the lender and ██████████ Trading Limited as the borrower have executed the Loan agreement No. 02/02 pursuant to which the loan facility of US\$ 200 000 000 was granted to the borrower, with the interest to be accrued on the loan amount at the rate of 4 % per annum, maturity date was not later than 10th of February 2016 (hereinafter, the "Loan agreement").

WHEREAS 11th of February 2011 Sandalwood Continental Ltd as the assignor and the Assignor as the assignee have executed the Assignment agreement No. 02/02 pursuant to which all rights of claim to ██████████ Trading Limited under the Loan agreement have been assigned and transferred to the Assignor with full title guarantee (hereinafter, the "Sandalwood Assignment Agreement").

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 ██████████ Trading Limited of ██████████ Cyprus (hereinafter, the "Obligor") on performance of obligations by the Obligor to the Assignor as the Lender under Loan Agreement made between Sandalwood Continental Ltd and the Obligor.
- 1.2. The assigned rights belong to the Assignor under the Sandalwood Assignment Agreement pursuant to which Sandalwood Continental Ltd, assigned in full its rights and rights of claim to ██████████ Trading Limited 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 10th of February 2011, including the rights of claim in respect of:
 - the repayment by the Obligor of the principal loan amount of US\$ 200 000 000 (Two hundred million US Dollars);
 - the repayment of interest accrued on the loan amount for utilizing the loan on the basis of the annual rate of 4 (four) % in the amount of US\$ 21 917.81 (Twenty one thousand nine hundred seventeen US Dollars 81 cents);
 - 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 under the Loan agreement assigned hereunder shall be US\$ 200 021 917.81 (Two hundred million twenty one thousand nine hundred seventeen US Dollars 81 cents), including the principal amount of debt of US\$ 200 000 000 (Two hundred million US Dollars) and interest accrued thereon of US\$ 21 917.81 (Twenty one thousand nine hundred seventeen US Dollars 81 cents).

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 1 (one) US Dollar. The consideration shall be paid by the Assignee to the Assignor on or before 31 March 2011 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 following:

- the original copy of the Loan agreement with any additional agreements thereto (if any);
- the copy of the Sandalwood 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 20 February 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

Address: [Redacted] Road Town,
Tortola, British Virgin Islands

Signed for and on behalf of the Assignee

[Redacted] Corp.
[Signature]

Name: [Redacted]

[Signature]

Name: [Redacted]

Title: Directors

ASSIGNEE

Address:
Mossfon Building, Second Floor, East 54th Street, Panama,
Republic of Panama

Bank Particulars:

Bank: Gazprombank (Switzerland) Ltd, SWIFT:

RKBZCHZZ

Intermediary bank for USD: [Redacted]

USD-current account IBAN: CH [Redacted]

SWIFT: BKTRIS33

Corr. acc. No [Redacted]

Signed for and on behalf of the Assignee

International Media Overseas S.A.

[Signature]

Name: [Redacted]

Car E. W. P.

Name: [Redacted]

[Signature]

Name: [Redacted]

Title: Directors