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LOAN AGREEMENT

SECRETARY
INTER JURA CY (SERVICES) LTD
January 23, 2013

THIS LOAN AGREEMENT (the "Agreement") is made BETWEEN:

- (1) **Intergeo MMC Ltd**, a company incorporated and existing under the laws of the British Virgin Islands with registered number 1653255, having its registered office at: Totalserve Trust Company Limited, 19 Waterfront Drive, P.O. Box 3540, Road Town, Tortola VG1110, British Virgin Islands (the "Lender"), and
- (2) **Intergeo Management Limited**, a company incorporated and existing under the laws of Cyprus with registered number 227731, having its registered office at: Lampousas, 1, 1095, Nicosia, Cyprus (the "Borrower"),

collectively referred to as the "Parties" and individually as the "Party".

IT IS HEREBY AGREED as follows:

1. LOAN

1.1 Subject to the terms and conditions hereof, the Lender agrees to grant to the Borrower a loan in the amount of USD 8,000,000.00 (eight million U.S. Dollars) (the "Loan").

1.2 In accordance with this Agreement, the Lender shall transfer the amount of the Loan in full to the following Borrower's account:

Account Holding Bank: Eurobank EFG Cyprus Ltd
41 Arch. Makarios Avenue,
Nicosia, Cyprus
SWIFT: EFGBCY2N

Correspondent Bank: EFG Eurobank Ergasias S.A., Athens, Greece
SWIFT: EFGBGRAA

Account Name: Intergeo Management Ltd
Account Number: 201100013651
IBAN Number: CY49 0180 0001 0000 2011 0001 3651

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1.3 The Lender shall provide the Loan to the Borrower within 5 (five) business days from the date of this Agreement.

2. REPAYMENT

2.1 The Borrower shall repay the Loan in full, together with the accrued interest and all other sums payable under this Agreement, not later than January 23, 2014, or on such later date as the Lender and the Borrower may agree in writing (the "Repayment Date"). The repayment date is deemed to be the date of transfer of the outstanding amounts from the Borrower's account.

2.2 Early repayment of the Loan, in part or in full, can be effected by the Borrower upon prior written notice delivered to the Lender not later than 1 (one) business day before the expected date of early repayment.

2.3 Unless otherwise agreed by the Parties, the Borrower's obligation to repay the loan and other payments hereunder shall be deemed to be fulfilled as of the date of transfer of the relevant funds

from the Borrower's account.

3. INTEREST

3.1 The Borrower shall pay interest to the Lender for the use of the Loan at the rate of three point five per cent (3.5%) per annum.

3.2 The Borrower shall pay interest on the Loan in full on the Repayment Date.

3.3 Interest shall be calculated by the Lender on the outstanding balance of the Loan, from the date following the date when the Loan was provided up to the date of full repayment of the Loan, inclusive. Interest calculation shall be based on the amount of the Loan, the interest rate, the period of actual use of the Loan and the number of calendar days in the year.

4. PAYMENTS AND COSTS

4.1 Unless otherwise agreed by the Parties, U.S. Dollar shall be the currency of account and of payment in respect of sums payable by the Borrower under this Agreement.

4.2 Any commissions at the bank of the Lender or its correspondent bank shall be at the Lender's expense. Any commissions at the bank of the Borrower or its correspondent bank shall be at the Borrower's expense.

4.3 Each Party shall bear its own legal, accountancy, expert, technical and other costs, charges and expenses incurred by the Parties in connection with the negotiation, preparation and implementation of this Agreement.

4.4 All payments to be made by the Borrower hereunder shall be made to the following Lender's bank account:

Account 38960001
with RUSSIAN COMMERCIAL BANK (CYPRUS) LTD, Limassol
SWIFT:RCBLCY21
IBAN: CY78 1260 0000 0000 0000 3896 0001

or to any other account of which the Lender may give written notice to the Borrower.

5. DEFAULT INTEREST

5.1 If the Borrower fails to pay any Loan amount payable hereunder when due the Borrower shall pay, in addition to the interest as set forth in clause 3.1 of this Agreement, default interest on such Loan amount from the first day of delay in payment till the date of transfer of the default interest amount from the Borrower's account at the rate of one hundredth per cent (0.01 %) per annum.

5.2 The default interest paid in accordance with clause 5.1 of this Agreement shall accrue for each day of delay in payment.

6. OBLIGATIONS OF THE PARTIES

Each Party shall procure that all actions, whether required under the law or memorandum or

articles of each Party or otherwise, be taken, including but not limited to, that all corporate approvals and/or waivers and other documents be duly granted/obtained for the consummation of the transactions contemplated by the Agreement.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Lender hereby represents and warrants to the Borrower as follows:

7.1.1 The Lender is a company which has been duly formed and is in existence and has, insofar as material and to the best of its knowledge, operated in conformity with all laws and regulations applicable to its operation.

7.1.2 The Lender has taken all necessary action for approving and authorizing the execution and delivery of the Agreement and the consummation of the transactions contemplated by the Agreement.

7.1.3 The Lender has requisite power to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by the Agreement.

7.1.4 The Agreement has been duly executed and delivered by the Lender and, assuming the due execution of the Agreement by the Borrower, is a valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms.

7.2 The Borrower hereby represents and warrants to the Lender as follows:

7.2.1 The Borrower is a company which has been duly formed and is in existence and has, insofar as material and to the best of its knowledge, operated in conformity with all laws and regulations applicable to its operation.

7.2.2 The Borrower has taken all necessary action for approving and authorizing the execution and delivery of the Agreement and the consummation of the transactions contemplated by the Agreement.

7.2.3 The Borrower has full legal right, power and authority to enter into the Agreement and to perform its obligations hereunder and to consummate the transactions contemplated by the Agreement.

7.2.4 The Agreement has been duly executed and delivered by the Borrower and, assuming the due execution of the Agreement by the Lender, is a valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

8. ASSIGNMENT, APPLICABLE LAW AND SIMILAR MATTERS

8.1 No Party may assign its rights or obligations hereunder without the written consent of the other Party hereto. The Agreement embodies the entire understanding of the Parties and cannot be amended or rescinded except by a subsequent written agreement executed by the Parties.

8.2 The Parties hereby agree that the Agreement in its entirety, all transactions executed hereunder and all relations between the Parties out of or in connection herewith shall be construed and governed in all respects by the laws of England and Wales. Each Party hereby attorns to the non-exclusive jurisdiction of the courts of England and Wales.

9. SEVERABILITY

In the event that any provision or term of the Agreement shall be held by a court to be illegal or unenforceable, all of the other terms and provisions hereof shall remain in full force and effect, except that if the provision or terms held to be illegal or unenforceable are also held to be a material part of the Agreement such that the Party in whose favor the material term or provision was stipulated herein would not have entered into the Agreement without such term or provision, then the Party in whose favor the material term or provision was stipulated shall have the right, upon such a holding to terminate the Agreement.

10. CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

10.1 Each Party undertakes that it will not at any time divulge or communicate to any person (other than to officers, employees, affiliates, legal or other advisors of each Party who need to have access to such information for the purposes of implementation of this Agreement and who are bound by an obligation of confidentiality) any confidential information concerning the provisions of this Agreement which may come to its knowledge and it shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

10.2 No announcements or other publicity shall be issued, given or made concerning this Agreement or the subject matter of this Agreement unless, and in the form, agreed by the Parties or as required by law (in which case the other Party shall be afforded a reasonable opportunity to see and comment on the proposed announcement before issue).

10.3 The restrictions set out in clauses 10.1 and 10.2 above shall not apply to any information which is required to be disclosed by any applicable law, rules, regulation or by order of a court of competent jurisdiction or by a recognized stock exchange, governmental department or agency or other supervisory or regulatory body to whose rule the relevant Party is subject provided that, where practicable and lawful, prior to such disclosure by any Party, such Party shall consult with the other Parties as to the proposed form, nature and purpose of the disclosure.

11. NOTICE

11.1 Any notice, instruction, consent or other document to be given hereunder shall be in writing and delivered personally or by registered mail with delivery confirmation to the recipient Party at the following addresses:

If to the Lender:
Intergeo MMC Ltd
Geneva Place, Waterfront Drive, P.O. Box 3469,
Road Town, Tortola, British Virgin Islands
Attention: Directors

If to the Borrower:
Intergeo Management Limited
Lampousas, 1, P.C. 1095,
Nicosia, Cyprus
Attention: Directors

11.2 Any notice delivered personally shall be deemed to be received when delivered and any notice sent by registered mail with delivery confirmation shall be deemed received 7 (seven)

business days after posting.

11.3 A Party may change its address for the purpose of this Agreement by giving written notice to the other Party in accordance with the provisions hereunder. Any such notice shall be effective when received by the other Party.

12. EXECUTION

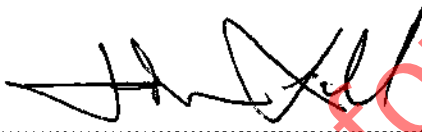
12.1 The Agreement is made and executed in two (2) original counterparts of equal legal effect on the day and year first above written (one (1) counterpart for each Party hereto) jointly and severally representing one and the same legal instrument.

12.2 This Agreement shall come into force on the date of its signature by both Parties and shall be in effect until full performance of the Parties' obligations hereunder.

13. SIGNATURES OF THE PARTIES

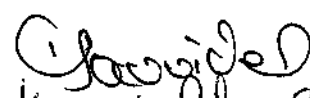
LENDER:

INTERGEO MMC LTD

By: 
Name: *John Lill*
Title: *CEO, Director*

BORROWER:

INTERGEO MANAGEMENT LIMITED

By: 
Name: *Kyrloski Petrou Savidakis*
Title: *Director*


INTER JURA CY (SERVICES) LIMITED
SECRETARY