

CONTRACT FOR THE MANUFACTURE AND DELIVERY OF MATERIALS FOR GLASS DOME AND WALLS FOR WINTERGARTEN VILLA ZARRECHYE 4" MOSCOW

Moscow, 15th February 2006.

Between the Company "COMTEX HOLDINGS LTD", hereafter designated as "**Commissioner**", here represented by Mr Voronin N.V., Director, acting on the basis of the Statute,

And the Company "Glas & Metaal Engineering B.V.B.A., hereafter designated as "**Contractor**", here represented by Mr Luc Blondeel, Managing Director, acting on the basis of the Statute,

The following has been agreed (this Agreement being designated as the Contract);

1. Subject of the Contract

1.1. The Commissioner commissions, and the Contractor accepts the obligation to MANUFACTURE and DELIVER all the materials needed for (hereafter called the **Activities**) construction of the structural glazed dome, as on the design developed by the Contractor according the first contract of 16th September 2005 (hereafter called the First Contract), and approved by the Commissioner, comprising the glass-panels and the support-structures in stainless steel, and aluminium outside cleaning-gantry for the building project of a Wintergarden (hereafter called the Object) on the site of a plot located at Settlement Zarechie 4, Odintsovo District, Moscow, Russia.

1.2. The Contractor undertakes the obligation to carry out these Activities within the framework of advisory contacts with the organisation which is developing the concept to install climatic zones within the Object, and undertakes to adjust his project documentation according to their wishes and demands, and ensuring that the above mentioned projects will be carried out on the basis of the plans and drawings the Contractor has developed in the "Design and Calculations" of the First Contract.

2. Timing of the Activities, delivery methods and approval of the Activities

2.1. The timing for the completion of all Activities shall be no more than 46 (forty-six) working-weeks (all weeks of the year except the weeks of the official holidays) from the date of signing this Contract, and receipt of the Approval of the "**General Concept**" as foreseen in paragraph 3.2 of the First Contract.

2.2.1. The dates for the completion of the manufacture and deliveries will be determined in the "**Planning Manufacture and Delivery**" adapted to the complete execution of paragraph 2.1. (Annexe 1) and to be updated at the date of signature of the present Contract.

2.2.2. The Contractor will invite the Commissioner or his representative, duly assigned by the proxy holder, to make reception of the materials in the different EEC plants. This invitation must be send not later than 10 working days upfront the reception day. During this reception all materials listed onto a numbered "Packing List" will be checked for: a) conformity to the design, b) qualities and c) quantities, Both parties will sign the "Packing List" with eventual corrections, confirming the full acceptance of the therein listed materials, which then will be packed ready for transportation. If the Commissioner fails to respond to the invitation, it will be considered that the goods listed in the concerned Packing List are accepted for conformity, quantities and qualities.

2.3. The delivery and approval of the final Activities will be enacted by signature by both parties of an Act of Approval (hereafter called the Act) which will comprise the different confirmed Packing Lists.

2.4. At the finalisation of the Activities according to the Contract, the Contractor shall send two copies of the Act, duly signed by the Contractor's proxy holder, to the address of the Commissioner.

2.5. The Commissioner shall sign both copies within 10 (ten) working-days after the date of reception of the Act, and send one copy back to the address of the Contractor.

3. Price of the Works and method of payment

3.1. – a. For the completion of the Activities in accordance with the conditions of this Contract the Commissioner engages to pay a fee (further called **the Fee**) to the Contractor of **€ 1.432.562,09** (one-million four hundred thirty two thousand five hundred sixty two Euro, nine Eurocent.), no VAT applicable, as the Commissioner COMTEX HOLDINGS LTD holds the status of “off-shore” company in Cyprus. The Fee comprises any and all costs incurred by the Contractor, including but not limited to the costs incurred because of possible taxes other than VAT in Belgium related to the Fee, and also costs incurred by the Contractor in the course of the Activities described in this Contract. The totality of the Fee, payable to the Contractor for carrying out the Activities in accordance with this Contract, and described in this paragraph of the Contract, is the definite Fee, and will not be subject to revisions and corrections other than the revisions and corrections described in this Contract. The Commissioner will pay all possible taxes charged on this Fee in Russia, or in Cyprus. A detailed list of the materials is joined as Annexe 2 to the present Contract containing 12 pages.

3.1. - b. Are not comprised in this price: the design and calcs, manufacture and delivery of the following parts which were not calculated as not sufficient information was available up to now. This points will be offered separately as soon as possible when information is received from:

The Architect Mr Giuliano Moretti of INTERSTUDIO s.r.l. I-33100 UDINE Italy (hereafter called the Architect) concerning:

a) the EAVES on top of ENTRANCE WALL (closures in-between lower edge of glazing and the vertical wall) with eaves gutter and the needed eave bearers onto the wall of the entrance.

b) the build-up of the WALLS (external-internal) with finishes required to design the vertical junctions to the walls (weather-proofing) and to the floors, following the details to be provided by the Architect .

ATS b.v. NL-7418 EJ DEVENTER Nederland concerning the needed grilles and eventual other louvered frames

a) above and on top of the internal partitions,

b) in the vertical windows situated on top of the dome.

c) fixing points for electrical cables and lightning devices: small lugs and other attachment points to be foreseen and welded onto the Stainless Steel Structure, in order to allow ATS to hang down, and/or fix their electric materials (lighting devices, ventilation devices etc...).

d) cable-ducts for electrical network: electrical tubes and/or gutters to allow ATS to bring in their electric cables up to the points (like the ventilation devices on top and the opening vents) where needed.

3.2. The Commissioner undertakes to pay the above mentioned Fee, less the guarantee of **€ 65.262,83** (sixty five thousand two hundred and sixty two Euro, eighty three Eurocent) paid on the First Contract, which amounts up to **€ 1.367.299,26** (one million three hundred sixty seven thousand two hundred ninety nine Euro, twenty six Eurocent) to the Contractor in the following way:

3.2.1. A down payment of **65 %** of the total being **€ 888.744,52** (eight hundred and eighty eight thousand seven hundred forty four Euro fifty two Eurocent), within a delay of no more than 10 (ten) calendar days after the date of signing of this Contract;

3.2.2. A second payment of **30 %** of the total being **€ 410.189,77** (four hundred ten thousand one hundred eighty nine Euro, seventy seven Eurocent) to be paid in parts corresponding the materials verified on conformity, quantities and qualities and ready for shipment, listed on the Packing List, and which will be valued by a corresponding Valuation List. This payment must be received by the contractor not later than 10 working days after verification, in order to release the shipment of the verified materials.

3.2.3. Payment of the remaining **5 %** of the total being **€ 68.364.96** (sixty eight thousand three hundred sixty four Euro, ninety six Eurocent) within a delay of no more than 30 (thirty) calendar days after each the shipments of the materials.

3.3. All costs (expenses, telephone charges, courier's charges, expenses for postal services, payments to hotels and any other costs) incurred by the Contractor during the Activities described in this Contract are included in the totality of the Fee, as described in paragraph 3.1. – a. of this Contract.

3.4. All payments between the Parties to this Contract will be in Euro, with transfers to go to the bank account of the Contractor : IBAN No. BE447008880168 at KBC Bank located at Gent (Belgium) BIC No. KREDBEBB. All bank charges for these transfers will be paid by the Commissioner.

4. Rights and duties of the Parties under this Contract

4.1. The Contractor undertakes to:

4.1.1. Ensure that the Activities are carried out within the timescale and under the conditions of this Contract.

4.1.2. Consult the contractors who are elaborating the concept for the installation of the climatic zones in the Object planned in this Contract.

4.1.3. Obtain the approval of the Commissioner for all materials, elements, constructions and accessories to be used. The approval shall be obtained by the submission by the Contractor to the Commissioner of catalogues and pictures (mentioning the manufacturers). The materials used will be indicated on the final design drawings. Upon approval of these drawings it will be deemed that the Commissioner has also approved the materials indicated on these drawings.

4.1.4. - a. To do the necessary in order to have all the materials manufactured in the needed quantities and finished confirm the **approved final design drawings**.

4.1.4. – b. If the Commissioner proposes and demands later than 3 (three) working-weeks from signature of the Contract variations to the **approved final design drawings** the Contractor must within 5 (five) working-days inform the Commissioner of the incidence of these variations onto the execution time and the additional Fee required. The Commissioner must advise his approval or withdrawal of the considered variations within 5 (five) working-days to the Contractor.

4.1.5. To carry out design control on the constructions by third parties (Basic Constructions) which are necessary for the installation of the Object. This will also include:

- One coordination visits to Moscow by the engineer of the Contractor (price comprised in present contract)
- The information, consultation and clarification in case of questions arising at the third parties who construct the Basic Constructions;
- During the installation of the Object at least 3 (three) visits to the Object will be executed by an engineer involved in the design, to check conformity to the drawings. (Price included in the present contract)

4.1.6. In the course of these design controls the Contractor shall be obligated to report in writing to the Commissioner his report about the progress of the installation, mentioning his eventual remarks about the quality of the Activities by third parties which are engaged in the building and construction of the Object, mentioning any and all defects and faults in the construction, the materials and installations, any deviations from the requirements described in the Basic Design Information, and suggest the corrections to the Activities or to the General Concept and/or Detailed drawings and/or remedial works to be executed by the third parties .

4.1.7. To give ample information to the fixers, comprising clear instructions, annotated drawing, fixing parameters, method statements, and all other related literature.

4.2. The Commissioner undertakes to:

- 4.2.1. To carefully study and approve the project documentation submitted by the Contractor within 10 (ten) working-days from the submission of such documentation by the Contractor to the Commissioner.
- 4.2.2. To ensure the prompt payment for the Activities within the parameters defined by this Contract.
- 4.2.3. To give due consideration to the information supplied by the Contractor in the course of the control on the Basic Construction or to make the necessary adjustments by the replacement of or adjustment to the constructions and materials used, and in case of necessity to replace the third parties if they cannot carry out the work on the Basic Construction within the parameters of the design.
- 4.2.4. To pay to the Contractor the additional Fee as it is indicated in paragraph 4.1.4 – b to be described and agreed in writing in an additional agreement as Annexe to this Contract. The terms of payment will be also agreed in the above mentioned additional agreements announced in paragraph 3.1-b.
- 4.2.5. If later than 3 (three) working weeks after the start of the Activities, as described in paragraph 2.1. the Commissioner or the Architect makes changes to the design of the Object or the Object's interior design, the Contractor will submit the extra costs to be incurred for approval by the Commissioner within 5 working-days, such approval to be given by the Commissioner within 5 working-days of receiving the information.
- 4.2.6. If the Commissioner enters in a Contract with the Contractor for the manufacture of the planned constructions for the Object, the guarantee sum paid following the First Contract, is considered by the Contractor as a first part of the upfront payment of that order, and is deducted as per article 3.2.

5. Responsibilities of the Parties

- 5.1. Both Parties are responsible for fulfilling the obligations of this contract in accordance with the current laws of England.
- 5.2. In case a delay occurs in the execution of the Activities for other reasons than the possible changes and/or variations described before, within the terms of this Contract as specified in Annexe 1., the Contractor will pay the Commissioner a fine of 0.1% (one tenth of one percent) of the total specified in paragraph 3.1. – a. of this Contract per working-day.
- 5.3. In case a delay occurs in the payment of any monies as specified within the Contract, the Commissioner will pay a fine to the Contractor of 0.2% (two tenths of one per cent) of the sums not duly paid per calendar day.

6. Termination of the Contract

- 6.1. The Commissioner is entitled to terminate this Contract at any time, irrespective of such termination being determined by any cause whatsoever, by notifying the Contractor in writing at least 30 (thirty) working days before the proposed date of termination of the Contract.
- 6.2. The Contractor has the right to suspend or cancel before term this contract in case of delays in the payment schedule of more than 15 (fifteen) calendar days.
- 6.3. Within 25 (twenty five) working days of the date of termination of the Contract the Contractor will supply the Commissioner with a final account for all Activities carried out up until the point of termination and submit his final account which will include the compensation as described in the First Contract paragraph 4.3. (guarantee fee to be applied).
- 6.4.1. The sums paid by Commissioner to Contractor before the termination must be deducted from the total of the final account. In case the Activities are carried out within the timescale and under the conditions of this Contract the Commissioner will pay the remaining amount of the final account, as described in paragraph 6.3., within 30 (thirty) calendar days of the date of receipt of the final account from the Contractor.
- 6.4.2. If the total of the payments previously paid by the Commissioner exceeds the total outstanding at the time of termination, the Contractor will pay back the difference to the Commissioner within 30 (thirty) calendar days after the submission of the final account.

6.4.3. If the Contractor does not submit a final account within 25 (twenty five) working days after termination, Contractor will be obliged to repay within 5 (five) calendar days from the last day of the term for the submission of a final account the residue of the monies received earlier from the Commissioner after deduction of a final account estimated by the Commissioner.

7. Adjourning of Activities

7.1. If the Activities are partly or totally adjourned according to paragraph 6.1. and/or 6.2. of this Contract for a period of more than 4 (four) working-weeks by the Commissioner, and on condition that the Contractor has fulfilled all his contractual obligations and the Activities are accepted by the Commissioner, the Contractor is entitled to full payment of all Activities up to the time of adjournment. If the Activities are resumed more than 10 (ten) working-weeks after the adjournment, the Contractor and Commissioner must re-determine the price of the Activities still to be carried out in view of changes in the cost of the Activities based on the market value of the Activities at the time of the resumption of the Activities.

8. Right of Ownership and use of plans, draughts and other results of the Activities

8.1.1. All plans, work schedules, technical specifications, models, examples and other products made by the Contractor within the framework of this Contract, are and remain fully owned by the Contractor until the fact of each payment made by the Commissioner to the Contractor (those corresponding sums according to the paragraphs 3.2.1, 3.2.2 and 3.2.3 of this Contract). After final payment the Commissioner obtains exclusive rights to use for the execution of the project, these plans, work schedules, technical specifications, models, examples and other products, irrespective of whether the Activities were completed or not, and irrespective of whether the Contractor will be contracted for installation as described in paragraph 4.3. of the First Contract.

8.1.2. The Contractor is allowed to retain copies of these plans, work schedules, technical specifications, models, examples and other products for internal information and internal use concerning this Contract. All these plans, work schedules, technical specifications, models, examples and other products produced by Contractor in the course of fulfilling his obligations under this Contract may not be used by Contractor for other projects, and such information may not be divulged to any third party in any form without written approval by Commissioner.

8.1.3. The Contractor is allowed to use renderings and photographs of the project with the solely mention "WINTERGARTEN DOME MOSKOW" for publicity purposes.

9. Applicable Law

9.1. This contract is established under the Laws of England and Wales.

10. Disputes and arbitration

10.1. In the case of any disputes arising between the parties to this Contract, parties will consult each other in order to reach a resolution of such dispute with the aid of mediation or other forms of alternative resolution before applying for formal arbitration or a legal process.

10.2. If Parties cannot reach a resolution in a way as described by paragraph 10.1. within 30 (thirty) calendar days after one of the Parties informed the other about the existence of a dispute, then any dispute or difference of opinion arising from this Contract, including but not limited to questions arising over the closing, interpretation, existence, legality, presentation and/or termination of this Contract, will be put before and resolved according to the Arbitration Rules of the London Court of International Arbitration (hereafter called LCIA). The Arbitration Rules of the LCIA are by this mention included in this Contract. The numbers of Judges sitting at the LCIA is three. The legal location to resolve a dispute is London, United Kingdom. The language used for procedures at the LCIA is English.

11. Completeness of approval

11.1. This Contract constitutes a complete agreement between the Parties in relation to the realisation of the Activities. Changes and additional agreements will only be adopted in writing, and by the signing of additional agreements by both Parties.

12. Confidentiality

12.1. The Contractor must keep confidential all information received, unless authorised in writing by the Commissioner, from any parties, and cannot reveal such information to any third party or organisation, with the exception of employees of the Contractor or employees of third parties involved in the project, provided such employees undertake to maintain the confidentiality. The Contractor (and his employees, and the employees of third parties involved in the project) cannot make public statements or publish any related material in the press or make public any information concerning this Contract without previous written permission from the Commissioner. Confidential Information will comprise any information relating to this Contract, the Object, Commissioner, any information, data and materials belonging to the Commissioner, given to, acquired, manufactured, established or in any other way obtained by the Contractor and his representatives, employees and subcontractors within the framework of this Contract.

13. Transfer of rights

13.1. The Commissioner can sell, transfer, give as security, or transfer in any way the full rights and/or obligations under this Contract as seems fit to him, without previous approval by the Contractor.

14. Announcements and communication means :

14.1. All drawings will be transferred in between Parties by E-mail attachments in Autocad files. The proper status of the drawing will be indicated in an inalterable way.

14.2. The Contractor will address the Commissioner 2 (two) complete sets of printed drawings, signed by the Contractor for confirmity. They will be sent by courier under conditions as described in following article.

14.3. Any announcements or other declarations given within the context of this Contract, or in relation to this Contract, must be made in writing and must be signed by or in the name of the Party which proposes them. Such announcements and declarations must be delivered to the address described below by means of delivery by courier, or a pre-paid registered express postal delivery, or ordinary postal delivery. Any announcement or declaration delivered by one of the means described above will be deemed officially as delivered.

15. Other Conditions

15.1. All correspondence between Parties concerning this Contract will be conducted in English. All documentation and correspondence will be submitted in English.

15.2. Each Party to this Contract can change its address or fax number for the delivery of correspondence, after having informed the other Party of this fact in accordance with this Contract.

15.3. All changes and addenda to this Contract will only be valid if they have been made in writing, and if they have been signed by both Parties or their Proxy Holders, and have been affirmed by the affixation of both Company Seals.

15.4. This Contract has been drawn up in Russian and in English in two copies, one for each of the Parties hereto, and takes effect from the moment of signing by both parties. In the case of inconsistencies coming to light between the Russian and English versions of this Contract, the English version will be the preferred version.

16. Annexes

16.1 Annex 1 – “Winter garden Moscow planning manufacture of material”.

16.2 Annex 2 – Summary (1 page) of the offers and detailed materials lists 12 pages

The Commissioner

Comtex Holdings Limited

ACC. 8402000205031000

Adress: Kalipoleos, 44 3rd floor P.C.

1071, Nicosia, Cyprus

Intermediary Bank

SWIFT: OWHBDEFF

Ost-West-Handelsbank AG

Walter-Kolb-Strasse 13

D-60594 Frankfurt am Main

ACC.0104279419

Beneficiary Bank

OJSC “AsiaUniversalBank”

Bishkek, Kyrgyzstan

SWIFT: ASUJKG22

Signed by Voronin N.V.

Director,

The Contractor

GLAS EN METAAL ENGINEERING B.V.B.A.

BTW-N° BE-446.334.414

Adress : B-9800 ASTENE-DEINZE, Belgium

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Banking informations :

KBC BANK Kouter, GENT Belgium

IBAN Nr BE82 447008880168

BIC Nr KREDBEBB

Signed by Luc BLONDEEL

Managing Director,

.....
Company stamp/seal

.....
Company stamp/seal