

London

14.10.2009

«NEOCOM SYSTEMS LIMITED», (Belize City, Belize), hereinafter referred to as Buyer in the person of director Kaseev Evgeniy acting on the grounds of the Articles, on one side and company «DAVIS MANAFORT», (211 North Union Street, Suite 250 Alexandria, VA 22314) hereinafter referred to as Seller in the person of director Paul Manafort, acting on the grounds of the Articles, on the other side, hereinafter jointly referred to as the Parties and separately as the Party, have concluded the present contract about the following:

1. SUBJECT OF THE CONTRACT

1.1. According to the terms of the present contract the Seller undertakes to supply and the Buyer to accept and to pay for the Products in the assortment and completeness in compliance with Appendix No. 1 to the present contract being its integral part.

2. QUANTITY AND QUALITY OF THE PRODUCTS

2.1. The quantity of the Products is determined at its acceptance on the grounds of the shipping documentation according to the terms of the present contract.

2.2. The quality of the Products should be in compliance with the requirements foreseen by the Appendices to the present contract and should be witnessed by the certificates issued by the plant manufactured the Products.

2.3. The quality of the Products should be in compliance with the quality and safety standards approved in the country of manufacturer.

3. PRICE, TOTAL VALUE OF THE CONTRACT

3.1. Price for the Products is determined in US dollars according to the Appendices.

3.2. Total value of the contract constitutes USD 750 000,00.

4. DELIVERY TERMS

4.1. Products is supplied on the EXW-warehouse of the seller terms (according to INCOTERMS-2000).

4.2. The Receiver of the Products is determined additionally.

4.3. The Seller should inform the Seller about the Requisites of the Receiver of the Products in written form or by electronic means of communication - such as telex, fax, telegraph, and teletype no later than 2 days before beginning of shipment of the Products from the Seller to the Seller and received by the Seller unacceptably.

4.4. The Products is supplied in the amount stipulated in Appendix No. 1. The lot is considered the amount of the Products shipped no less than to one shipping document.

4.5. The products should be shipped within the term no more than 55 calendar days from the moment of arranging the payment stipulated in p. 6.1 of the present contract.

4.6. The date of delivery is considered the date of transfer of the Products and drawing up the shipping documentation for it in compliance with the section 7 of the present Contract for each lot of the Products.

4.7. The Seller should notify the Seller no later than 10-12 working days before shipment of the lot of Products about its readiness for shipment notifying the Seller about the date of shipment and providing the documents for the lot of the products stipulated in p.7.2 of the present contract by fax/electronic mail.

5. PACKING AND MARKING

- 5.1. Cost of packing and marking of the Products should be included into the cost of the Products.
- 5.2. The Products is packed according to the standard of the manufacturing plant ensuring the reliable packing and safety of the Products during transportation.
- 5.3. The packing should ensure complete safety of the Products, protect it against damages during transportation by all transport means taking into consideration the transshipments as well as protect the Products against the weather impacts.
- 5.4. On each goods place there should be a marking made with indelible paint containing the following information:
- 5.4.1. gross/net weight
 - 5.4.2. designation of the consignor
 - 5.4.3. designation of the Products

6. PAYMENT TERMS

- 6.1. Payment under the present contract is performed by means of bank transfer to the account of the Seller (stated in the section "Legal addresses and requisites of the parties" of the present contract) by means of 100% prepayment. Partial payments are allowed.
- 6.2. Payment is considered as performed properly from the moment of carrying out the transfer of funds by the authorized bank of the Seller.
- 6.3. The expenses in carrying out the payment in the bank of the Seller are covered by the Seller, in the bank of the Seller - by the Seller.

7. HANDING OVER AND ACCEPTANCE OF THE PRODUCTS

- 7.1. The Products is considered as handed over by the Seller and accepted by the Seller:
- 7.1.1. in quantity: according to the shipment documentation;
 - 7.1.2. in quality: according to the contractual terms and witnessed by the certificate of the manufacturer of the Products.
- 7.2. Compulsory condition of acceptance of the Products by the Seller is that the Seller should provide each goods lot with the following documents (original that should obligatory accompany the freight from the moment of shipment till the moment of receiving the Products by the consignee):
- 7.2.1. The complete set of documentation relating to the technical, technological, service and other characteristics of the Products;
 - 7.2.2. Acceptance-transfer report for the Products.
 - 7.2.3. Technical documentation for the Products.
- 7.3. The ownership for the Products is transferred from the Seller to the Seller at the moment of performing the supplies of the Products.
- 7.4. The Products is considered as supplied by the Seller to the Seller at the moment of its transfer at the warehouse of the Seller.
- 7.5. The fact of transfer of the Products from the Seller to the Seller is drawn up by means of signing the Report of handing over and acceptance of the Products.
- 7.6. The Seller is considered as fulfilled its obligations in the supplies of the Products only after signing the Report of handing over and acceptance according to the conditions of points 7.2-7.5 of the present Contract.

8. QUALITY ASSUARANCES FOR THE PRODUCTS

- 8.1. The confirmation of the quality of the Products is certificate of the manufacturing plant accompanying each lot.

8.2. The warranty period of the supplied Products is not less than the length of warranty stated by the manufacturer of the Products.

9. RESPONSIBILITY OF THE PARTIES, FORCE MAJEUR

9.1. If the supplied Products is found defect or not in compliance with the terms of the present contract then the Seller is entitled to demand either elimination of the discovered defects or complete replacement of the Products at the expense of the Seller with complete reimbursement of expenses connected with such a delivery.

9.2. Elimination of defects or replacement of the faulty Products is carried out at the expense of the party that allowed the fault.

9.3. If the lack of goods is found out and the supplying party is responsible for it the latter if required by the second party should additionally supply the missing quantity of the goods.

9.4. The party is exempted from liability for partial or complete non-fulfillment of its obligations under the present contract if this non-fulfillment was a result of the force-majeure circumstances.

9.5. Any circumstances when the possibility of opposing to them can only slightly reduce the damage caused by such circumstances are considered force-majeure. By that the fact of organization of maximum possible counteraction to this circumstance without putting the human life at risk should be determined. To such force-majeure circumstances refer: flooding, fire, earthquake and other natural phenomena as well as wars, military actions, strikes, acts and actions of the state bodies and any other circumstances beyond the reasonable control of the parties.

9.6. In case of beginning of the stated circumstances the party should without delay inform about them the other party by any available means.

9.7. When the stated circumstances and their consequences continue to be in force for more than 2 months or if in case of beginning of such circumstances it becomes clear that their circumstances will affect with the excess of this term the parties will conduct negotiations within the possibly short term for the purpose of revealing the alternative means acceptable for them to fulfill the present contract and achieve the appropriate agreement.

10. CLAIMS

10.1. When presenting a claim as to the quality of the supplied Products the following grounding documents should be applied to the application: transportation document drawn up by the transport bodies or reclamation report drawn up with participation of the representative of the other party or competent disinterested organization or reclamation report of the official disinterested organization or reclamation report of the official control organization.

11. DISPUTES SETTLEMENT

11.1. All the disputes and disagreements that may arise from the present contract or in connection with it will be if possible solved by means of negotiations between the parties.

11.2. If the disputes and disagreements can't be solved by means of negotiations they are subject to be solved only in the International commercial arbitration at the Chamber of Commerce and Industry of England in compliance with the arbitrary regulations.

11.3. In all the rest of things not foreseen by the present contract the general regulations of the civil legislation of the country where the contract is concluded are applied to relationships of the parties.

11.4. The parties agree than in the process of investigation and settlement of the dispute the Regulations of the International commercial arbitration at the Chamber of Commerce and Industry will be applied.

12. MISCELLANEOUS

12.1. From the moment of signing the present contract all the previous correspondence, documents and negotiations between the parties in the issues being the subject of the present contract become void.

12.2. The appendices to the present contract constitute its integral part.

12.3. The contract comes into force from the moment of its signing and performing the payments according to p.6.1 and is in force till fulfillment by the parties of their obligations under the present contract.

13. LEGAL ADDRESSES, REQUISITES AND SIGNATURES OF THE PARTIES

Buyer

«NEOCOM SYSTEMS LIMITED»
1 Mapp Street, Belize City, Belize
Acc. 1230370001254959 in Asiatic Universal
Bank, Bishkek, KYRGYZSTAN
SWIFT: ASUJKG22
Commerzbank AG, Frankfurt am Main
SWIFT: COBADEFF
ACC. 400886730100USD

Seller

«DAVIS MANAFORT»
211 North Union Street, Suite 250
Alexandria, VA 22314
Wachovia Bank
8770 Richmond Highway, VA4020
Alexandria, VA 22309
ABA 051400549
Acc. 2000020636368

Kaseev Evgeniy _____

Paul Manafort _____



Appendix No. 1 to the CONTRACT No 14/10-2009 dd. 14.10.2009

Designation of the Products	Quantity	Price, USD	Total cost, USD
AMD Athlon 64 FX 62, NVIDIA nForce 590 SLI 2 x 1024Mb DDR2 SATA II 400Gb 7200 3.5 " DVD ±RW dual layer GeForce 7950GX2 ,1024 Realtek ALC85	125	2 000	250 000,00
Intel Core 2 Duo E6300, 1.86 GHz, cache 2Mb NVIDIA nForce4 SLI Intel Edition, 3xPCI, 2 2 x 512Mb DDR2 SATA II 320Gb 7200 rpm 3.5 " DVD ±RW dual layer NVIDIA GeForce 7600GS, 256Mb DDR2 Creative Audigy 4 7.1	200	1 400	280 000,00
AMD Athlon64 4000+, 1024Kb cash S939, Nforce4 Ultra, FSB 400Mhz, USB 2048Mb DDR 300Gb SATAII 1.44 DVD-RW GeForce 7900GT 256Mb, PCI-ex, TV 5.1 sound	176	1 250	220 000,00
Total:			750 000,00

Signature of the Buyer

Signature of the Seller



The image shows a handwritten signature in black ink over a blue circular official stamp. The stamp contains text in both English and Russian, including 'INTERNATIONAL TRADE' and '2009-10-14'. The signature is written across the center of the stamp.