

SCHEDULE 5

POWER OF ATTORNEY

Date: _____ 2010

Full name: _____ (the "**Seller**")

Registered number
(if a company): _____

Registered office or
usual residential address: _____

Bank account details
for payments under
the Settlement Agreement: _____

Phone Number: _____

Fax number (if available): _____

Email address: _____

Number of shares
in the Company: _____

*Fill in the
date and
your
information
here*

THIS POWER OF ATTORNEY (this "**POA**") is made by way of deed on the above date by the Seller.

1. The Seller appoints Constantinos Tsaggaris (the Company Secretary of Teleset Networks Public Company Limited (the "**Company**")) (the "**Attorney**") to be the Seller's attorney on its behalf and in its name or otherwise to:
 - (a) sign or execute (as a deed or otherwise) and deliver each of the documents referred to below (collectively the "**Documents**") or with such amendments thereto as the Attorney shall in its absolute and unfettered discretion think fit:
 - (i) a share purchase agreement between **VolgaTelecom** (the "**Buyer**") and the Seller for the sale by the Seller to the Buyer of the Seller's entire shareholding in the Company (the "**SPA**"). The Attorney is also authorised to complete the Seller's details in the SPA;
 - (ii) a sellers' representative agreement between AAA Regent Consultants Limited (the "**Sellers' Representative**") and certain shareholders of the Company and each such shareholder who signs a Deed of Adherence to the sellers' representative agreement (each a "**seller**") regarding, inter alia, the holding and distribution of 95% of the purchase price for the shares in the capital of the Company and the authority of the Sellers' Representative to take certain actions and decisions on the seller's behalf (the "**Sellers' Representative Agreement**"); and
 - (iii) a deed of adherence to the Sellers' Representative Agreement;
 - (b) do all other acts and things and sign or execute as a deed and deliver any and all other documents and give any and all notices which may be required or which the Attorney shall in his absolute and unfettered discretion consider desirable in connection with any of the Documents or the transactions contemplated thereby.
2. The Seller acknowledges:

- (a) and confirms that execution by the Attorney of any of the Documents shall be conclusive evidence of the Attorney's approval of any amendments which may have been made thereto; and
- (b) the terms of a settlement agreement between the Buyer and the Sellers' Representative regarding the holding and distribution of 5% of the purchase price for the shares in the capital of the Company (the "**Settlement Agreement**").

3. The Seller shall:

- (a) indemnify the Attorney and keep the Attorney indemnified against any and all costs, claims and liabilities which the Attorney may incur as a result of any thing done by the Attorney in the exercise of any of the powers conferred, or purported to be conferred, on him by this POA; and
- (b) ratify and confirm all documents, deeds, acts and things which the Attorney shall execute or do in the exercise of any of the powers conferred, or purported to be conferred, on him by this POA.

4. The authority conferred on the Attorney by this POA is irrevocable and given by way of security and shall terminate on the date that is six months from the date of this POA.

5. This POA is governed by and must be construed in accordance with English law.

IN WITNESS WHEREOF this POA has been executed as a Deed by the Seller and is intended to be and is hereby delivered on the date first above written.

*If a company:*¹

Executed and delivered as a deed by)		<i>Sign here in appropriate box (with a witness, if appropriate)</i>
THE SELLER)	_____	
acting by two directors)	Name:	
or a director and its secretary)	Director	
)	_____	
)	Name:	
)	Director/Secretary (<i>delete as appropriate</i>)	

If an individual:

Executed and delivered as a deed by)	
THE SELLER)	_____
)	

Name of witness:
 Signature of witness:
 Address of witness:
 Occupation of witness:

¹ This POA is being executed as a deed, i.e. it should be executed in the most formal way in your jurisdiction. This will depend upon your constitutional documents.