

Генеральному прокурору
Республики Казахстан
Мами К. А.

Председателю Комитета
национальной безопасности
Республики Казахстан
Шаяхметову А. Ш.

Председателю Агентства
Республики Казахстан
по борьбе с экономической и
коррупционной преступностью
Кожамжарову К. П.

Министру внутренних дел
Республики Казахстан
Баймаганбетову С. Н.

Считаю своим гражданским долгом передать правоохранительным органам РК документы, полученные мной за последние месяцы и доказывающие существование организованной преступной группы во главе с Кулибаевым Тимуром Аскарловичем, 1966 года рождения, заместителем председателя правления ФНБ «Самрук-Казына», председателем Совета директоров национальных компаний «КазМунайГаз», «Казахстан Темир Жоль», «Самрук Энерго» и других, а также возглавляющим некоммерческую организацию «KazEnergy».

Из прилагаемых документов следует, что организованная преступная группа во главе с Кулибаевым Т.А. в период 2003 – 2005 года в сговоре с некоторыми руководителями Китайской национальной нефтяной компании совершила незаконные сделки по продаже государственного пакета акций АО «СНПС - Актобемунайгаз» по цене намного ниже рыночной. За что получила от последних взятку в сумме 165,9 миллиона долларов, которые укрывала от налогообложения.

Схема преступных действий группы лиц во главе с Кулибаевым Т.А. такова:

Правительство РК постановлением № 419 от 30 апреля 2003 года приняло решение о реализации принадлежащего государству блокирующего пакета акций (25,12%) АО «СНПС - Актобемунайгаз» через торги на Казахстанской фондовой бирже. Ответственным за выполнение постановления был назначен заместитель премьер-министра РК Масимов К.К.

Вышеназванный госпакет акций был продан 29 мая 2003 года по цене 9100 тенге (60,5 долларов США) за одну акцию при стартовой цене, рассчитанной Комитетом госимущества РК 23446 тенге (155,7 долларов США). В результате сумма вырученная государством от продажи составила 22,6 миллиарда тенге (150,2 миллиона долларов США) против возможных 5,8 миллиарда тенге (386,4 миллиона долларов США).

Обращаю Ваше внимание, что запрошенная Госимуществом РК цена блокирующего госпакета акций (386,4 миллиона долларов), была намного ниже рыночной. Это подтверждается фактом начисления на проданный в 2003 году госпакет акций дивидендов на сумму свыше 140 миллионов долларов уже по итогам 2004 года. Реальную стоимость 25,12% акций АО «СНПС - Актобемунайгаз» установит экспертиза, но по моей оценке она должна быть в диапазоне 1,5 – 2 миллиарда долларов.

Блокирующий госпакет акций АО «СНПС - Актобемунайгаз» был куплен дочерней компанией Китайской национальной нефтяной компании, в которой 49% долей участия принадлежало оффшорной компании «Darley Investments Services Ltd». Единственный

бенефициарный владелец этой компании Арвинд Тику является поверенным Кулибаева Т. А. на протяжении последних десяти лет. На него номинально оформлены еще ряд крупных зарубежных активов, принадлежащих лично Кулибаеву Т.А., его супруге Кулибаевой Д.Н. и другим членам организованной преступной группы.

В дальнейшем «Darley Investments Services Ltd» двумя сделками продала принадлежащие ей 49% долей участия в дочерней компании другим структурным подразделениям Китайской национальной нефтяной компании. И получила за них в общей сложности 165,9 миллионов долларов, которые фактически представляют собой взятку, данную Кулибаеву Т.А. за организацию продажи принадлежащего государству актива по цене намного ниже рыночной.

Часть вышеназванной суммы была направлена на финансирование бизнес-проектов организованной преступной группы Кулибаева Т.А., а 50 миллионов долларов использованы для покупки самолета бизнес-класса для личных нужд Кулибаева Т.А., членов его семьи и приближенных лиц.

Считаю, что Кулибаев Тимур Аскарлович, и другие члены возглавляемой им организованной преступной группы совершили следующие преступления, предусмотренные Уголовным Кодексом Республики Казахстан:

1. Хищение государственного имущества в особо крупных размерах путем занижения стоимости госпакета акций АО «СНПС - Актөбемұнайгаз» при продаже его в 2003 году Китайской национальной нефтяной компании (пункты «а», «б» и «г» статьи 176 УК РК).

2. Злоупотребление должностными полномочиями лицами, уполномоченным на выполнение государственных функций, либо приравненным к ним, в ходе организации и осуществления сделки по продаже госпакета АО «СНПС - Актөбемұнайгаз» (статья 307 УК РК).

3. Получение взятки в особо крупных размерах от некоторых руководителей Китайской национальной нефтяной компании лицами уполномоченным на выполнение государственных функций, либо приравненным к нему лицом, лично или через посредника (статья 311 УК РК).

4. Неуплата подоходного налога в особо крупных размерах с доходов, сформировавшихся на территории Республики Казахстан, в ходе продажи госпакета акций АО «СНПС - Актөбемұнайгаз» и подлежащих уплате на территории Республики Казахстан (статья 211 УК РК).

5. Легализация денежных средств или иного имущества, приобретенного незаконным путем в ходе продажи госпакета акций АО «СНПС - Актөбемұнайгаз» Китайской национальной нефтяной компании (статья 193 УК РК).

В случае необходимости, я готов дать письменные показания о ставших мне известными преступных деяниях Кулибаева Тимура Аскарловича и членов его преступной группы.

В случае Вашей заинтересованности, готов предоставить дополнительные материалы, которыми я располагаю, или которые мне станут известны в будущем, и которые доказывают совершение вышеназванными лицами целого ряда особо тяжких преступлений в составе организованной преступной группы.

Приложение: 13 документов всего на 56 листах на английском и русском языках.

М. Аблязов



Список приложений:

1. копия электронного письма от г-на Арвинда Тику представителю СНПС г-ну Цао Ямингу от 13 мая 2005 года с требованием вернуть подписанные варианты договоров (2 стр.);
2. копия письма от юристов Арвинда Тику, представляющие его компаниям услуги корпоративных директоров, от 16 сентября 2005 года с указанием, что CNPC не вернул подписанные договора и передаточные формы по сделке 2003 (на английском языке – 2 стр.);
3. решение Совета директоров компании «Darley Investment Services Inc.» о продаже 20% в компании «CNPC International (Caspian) Ltd. (5.02% акций Актобемунайгаз) за 140 млн. долларов США (на английском языке – 1 стр.);
4. доверенность на Арвинда Тику на подписание всех договоров по продаже 20% в компании «CNPC International (Caspian) Ltd. (5.02% акций Актобемунайгаз) (на английском языке – 2 стр.);
5. Сертификат регистрации и правового статуса компании «Darley Investment Services Inc.» с апостиллированием, и выписка из реестра акционеров с указанием Арвинда Тику как единоличного акционера (на английском языке – 4 стр.);
6. финансовый отчет компании «Darley Investments Services Inc.» за 2003 года с указанием в отчете о доходах на 3-й странице суммы от реализации доли участия в размере 25 899 971 дол. США, т.е. сумма 25 900 000 дол. США за минусом суммы 29 дол. удержанных за банковский перевод. (на английском языке – 3 стр.);
7. отчет о движении денег за октябрь 2005 год, указывающий на второй странице о получении 140 млн. дол. США (20 млн. – 14 октября и 120 млн. – 15 октября) от компании CNPC (Hong Kong) Ltd. за продажу доли участия в компании CNPC International (Caspian) Ltd.; на третьей странице отчет за май 2005 года указана сумма 520 тыс. дол. США, полученная как дивиденды от CNPC International Ltd. (на англ. языке – 3 стр.);
8. сертификат регистрации и правового статуса компании «CNPC International (Caspian) Ltd.» с указанием даты регистрации, директоров и акционеров компании, где указывается, что на 1 сентября 2005 года компания Арвинда Тику (Darley Investment Services) владеет 20% акций (на английском языке – 1 стр.)
9. Соглашение об основных условиях между компанией «CNPC International Ltd.» и компанией «Darley Investments Services Inc.» по совместным действиям по покупке госпакета и дальнейшего его распределения (на англ. – 5 стр.)
10. договор займа на предоставление 151.5 млн. дол. США на покупку госпакета (на англ. – 6 стр.)
11. договор о передаче компании Darley Investment Services Inc. 49% акций в компании «CNPC International (Caspian) Ltd.» за 49 дол. США (на англ. – 10 стр.);
12. договор о выкупе 29% китайской компанией Petromax у компании Darley за 25.9 млн. дол. США (на англ. языке – 11 стр.). Обращаю ваше внимание на то, что данные договора были заключены только в целях создания основания для платежей.
13. распечатка информационных сводок казахстанской фондовой биржи на момент продажи госпакета (на русском – 6 стр.)

ТИМУР АСКАРОВИЧ КУЛИБАЕВ

Дата рождения: 10.10.1966г.

Имеет научную степень кандидата экономических наук

1988 г.	Окончил Московский государственный университет им. М. В. Ломоносова экономический факультет.
1988-1990 г.	экономист, младший научный сотрудник Научно-исследовательского экономического института планирования и нормативов при Госплане Казахской ССР (НИЭПн)
1990 -1992гг.	Директор Научно-консультационного центра Фонда культурного, социального и научно-технического развития Казахской ССР(Казахстана).
1992- 1995гг.	Генеральный директор, Президент АО «Концерн Алтын-Алма» и ТОО «Алмэкс». "Концерн Алтын-Алма" занималась оптовой розничной торговлей, а также организацией культурного досуга в Алма-Ате культурно-коммерческий центр "Алтын-Алма", ресторан "Алтын-Алма", турфирма "Алтын-Алма" и т.п.).
1995-1997гг.	Председатель Наблюдательного Совета, член Кредитного Комитета АО «АТФБанк».
Служба в государственных органах, а также служба, приравненная к исполнению государственных функций, в государственных или национальных компаниях, которые контролируются государством.	
январь 1997 -1999гг.	Директор дирекции оценки проектов и ведения переговоров Государственного Комитета Республики Казахстан по инвестициям.
С мая 1997г. по март 1999г.	Назначен постановлением правительства РК Вице-президентом и Первым Заместителем по финансам Генерального директора компании «KazakhOil» («КазахОйл»). «KazakhOil» («КазахОйл») на тот момент осуществляла полный контроль над нефтедобывающей промышленностью

	Казахстана.
1999-2001гг.	Президент государственной корпорации «KazTransOil» («КазТрансОйл»).
2001-2002гг.	Генеральный директор компании «TransNefteGaz» («КазНефтеГаз») контролировавшей систему нефтяных и газовых трубопроводов Казахстана.
2002- 22 октября 2005 г.	Назначен постановлением Правительства РК Первым Вице-президентом национальной компании АО «НК «КазМунайГаз» («КазМунайГаз»), созданного путем слияния ЗАО «НК «Казахойл» и ЗАО «НК «Транспорт Нефти и Газа».
2005 г.	Председатель Совета Директоров национальной компании АО «НК «КазМунайГаз» («КазМунайГаз»).
С октября 2005 г.	Советник Президента РК.
2006- 2007гг.	Заместитель Председателя АО «Казахстанский холдинг по управлению государственными активами «Самрук»
октября 2008г. – 2009г.	Заместитель Председателя правления ФНБ «Самрук-Казына».
С 21 мая 2009г. - настоящее	Председатель Совета Директоров национальной компании АО «НК КазМунайГаз».
С 21 мая 2009г. - настоящее	Председатель Совета Директоров национальной компании АО «НК Казахстан темир жолы».
С 21 мая 2009г. - настоящее	Председатель Совета Директоров национальной компании АО «Самрук-Энерго».
Иная деятельность	
С осени 2005г. - настоящее	Председатель некоммерческой Ассоциации организаций нефтегазового и энергетического комплекса ОЮЛ «KazEnergy» («КазЭнерджи»).
С января 2009г. - настоящее	Президент Казахстанской Федерации Бокса.
Награды	
Награжден орденом "Курмет" (РК, 2001 г.), орденом "Дружбы" (РФ, 2007 г.), орденом "Барыс" III степени (РК декабрь 2009г).	

From: Arvind Tiku [arvind_eii@nursat.kz]
Sent: Friday, May 13, 2005 6:04 PM
To: 'CaoYaming@cnpcint.com'
Subject: documents missing



Documents required
from cnpc.d...

Цао,

У нас есть следующие проблемы по CNPC International Ltd.

1. Мы отправили письмо с подтверждением наших реквизитов для перечисления дивидендов на Darley Investments Ltd на имя г-на Wu Dong Shan. После чего нами было получено письмо о том, что CNPC International нужен оригинал нашего письма с подтверждением реквизитов. Оригинал был отправлен на CNPC International on 20.04.05. До сих пор сумма дивидендов не получена.

2. После напоминаний о недостающих документах по сделке о купле-продаже акций CNPC International нами было отправлено дополнительное письмо (19.04.05) на имя Wu Dong Shan касательно недостающих документов, а именно

- форма о передаче 29 акций CNPC International Caspian Ltd (CICL) компанией Darley компании Petromax. Эта форма должна быть подписана компанией Petromax
- форма о передаче 49 акций компанией CNPC International Ltd компании Darley (подписанная CNPC International)
- контракт о купле-продаже 29 акций компании CICL, подписанный покупателем -контракт о купле-продаже 49 акций компании CICL, подписанный продавцом (CNPC International) - нотариально заверенные копии учредительного договора и устава компании CICL
- Выписка из реестра компании CICL, подтверждающая, что компания Darley владеет 20% акций компании -Документ, подтверждающий владение компанией CICL акциями CNPC Актобе Мунай Газ

Ответа на наш запрос получено не было. После чего нами был отправлен повторный факс 10.05.05.

Я прилагаю копию письма, отправленного на CNPC International/

Прошу разобраться с данным вопросом.

С уважением,

Арвинд

Caо,
We have the following problems with CNPC International Ltd.

1. We sent a letter confirming bank details of darley for payment of dividends to the name of Mr Wu Dong Shan. After that we received a letter stating that they need our original letter to effect the payment. The original letter was sent by DHL on 20.04.05. Still we have not received the dividends.

2. After reminders last year about missing documents on CNPC International deal we sent a new letter (on 19.04.05) to Mr Wu Dong Shan regarding missing documents which are as under:

- * Share transfer form for 29 shares in CNPC International (Caspian) Ltd ("CICL") from Darley to Petromax International Ltd dated 14 August 2003 signed by Petromax
- * Share transfer form for 49 shares in CICL from CNPC International Ltd to Darley dated and signed by CNPC International Ltd
- * Share purchase contract for 29 shares in CICL duly signed by purchaser
- * Share purchase contract for 49 shares in CICL from CNPC International Ltd duly signed by the seller
- * Certified copy of Memorandum and Article of Association of CICL (as per clause 3.2 of the Agreement)
- * Extract from share register of CICL confirming that Darley holds 20% of this company
- * Document confirming holding of CICL in CNPC Aktobe MunaiGas

However, we have not received any response, after that we sent another reminder on 10.05.05 I am attaching the copy of the letter sent to CNPC International

Pls look into this as we need the documents urgently.

Thanks and regards

Arvind

By Email

Ms Maria Sozinova

5 October 2005 / plg/kf

DARLEY INVESTMENT SERVICES INC ("DARLEY")

Dear Maria

Following recent correspondence concerning the sale of Darley's holding in CNPC International (Caspian) Ltd ("CICL"), please find enclosed the following:

- Copy board resolution concerning sale of shares and signing of agreement (certified by lawyer) dated 04.10.2005
- Original limited power of attorney in favour of Arvind (legalised with apostille) dated 04.10.2005

With regard to the draft share purchase contract, we would like to confirm that it appears to be in order. We do, however, have a couple of minor comments as follows:

1. **Parties** : The name of Darley should be corrected to "Darley Investment Services Inc". According to incorporation documents Inc is abbreviated not spelt out.
2. **Clause 9.3/line two** : Please amend to "... reasonable out-of-pocket expenses, including but ..."
3. **Clause 9.3/line five** : Please amend to "... payment of such expenses is in ..."
4. **Clause 12** : Original notices should be sent to Darley as follows:

"If to the Seller

c/o Brun
Via Ariosto 6, 3rd Floor
PO Box 5251
6901 Lugano
Switzerland

Attention: Peter Luis O Gross

Fax: +41 91 913 3914"

Alyco Advisory AG

Stockerstrasse 44 P.O. Box 1078 CH-8039 Zurich Switzerland
Tel: +41 (0)43 210 8080 Fax: +41 (0)43 210 8090 www.alycocom info@alycocom

Together with one original fully executed share purchase contract and transfer form signed by Arvind, we should receive the following from Bestory Co Inc in accordance clause 2.3 of the contract:

- Certified copy of board resolution approving purchase
- Evidence of authority of each person executing contract
 - certified copy of minutes of board meeting authorising execution; or
 - executed power of attorney authorising execution by representative
- Evidence of payment of purchase price

In addition, we would appreciate receiving copies of the latest annual financial statements, annual report or equivalent document confirming the value of CACL.

As previously discussed, we look forward to receiving the long pending documents concerning the initial purchase and sale of shares of CACL in 2003. For ease of reference, we again list below the outstanding documents

- Original heads of agreement. The correct version was not received from CNCP International Limited at the time and has therefore never been signed by Darley. If this agreement was never finalised, please confirm
- Share purchase contract for 49 shares in CACL from CNCP International Limited to Darley completed, dated and signed by CNCP International Limited
- Share purchase contract for 29 shares in CACL from Darley to Petromax completed, dated and signed by Petromax

According to the share purchase contract between CNCP International Limited and Darley, there are still two pending documents:


- Resolution of the board of directors of CNCP International Limited approving the sale of 49 shares in CACL to Darley (clause 2.3.1)
- Executed power of attorney to authorise representative of CNCP to sign the contract on its behalf if the contract is not signed by the legal representative (clause 2.3.3.). If the contract was signed by an authorised representative the power of attorney will not be necessary, however, confirmation of signatory will be required

Please let us know in advance from which bank the expected proceeds are being transferred and value date of payment.

Thank you for your cooperation. In the meantime, should you have any queries, please do not hesitate to contact us.

Yours sincerely

Alyco Advisory AG


Kim Fessler (Ms)
Associate Director


Peter L. O. Gross
Managing Director

Encs

RESOLUTION

of the Board of

DARLEY INVESTMENT SERVICES INC

British Virgin Islands
("the Company")

taken on 4 October 2005

Concerning: CNPC International (Caspian) Ltd

We, the undersigned, being the directors of the Company, a company duly incorporated and operating as an International Business Company under the laws of the British Virgin Islands, do hereby adopt the following decisions.

The Company has received an offer from Bestory Co Inc of Trident Chambers, Road Town, Tortola, British Virgin Islands to acquire its entire holding of 20 shares, representing 20% of the issued share capital, of CNPC International (Caspian) Ltd, British Virgin Islands for an amount of USD 140 million.

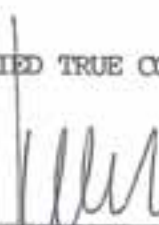
IT WAS RESOLVED:

1. To accept the offer and sell its entire holding of 20 shares in CNPC International (Caspian) Ltd to Bestory Co Inc for an amount of USD 140 million
- 2.1. To enter into and sign a share purchase contract with Bestory co Inc.
- 2.2. To appoint Mr Arvind Tiku as representative to sign the contract for and on behalf of the Company and to issue a limited power of attorney in his favour.

The Board of
DARLEY INVESTMENT SERVICES INC


Narganany
Cedar International Limited

CERTIFIED TRUE COPY


Peter Luis O Gross
Lic. iur. LL.M. Attorney-at-law TEI

Date: 5 October 2005

LIMITED POWER OF ATTORNEY

The undersigned,

Darley Investment Services Inc
Trident Chambers, Road Town, Tortola, British Virgin Islands
("the Principal")

hereby appoints

Arvind Tiku
C-70 Sector 20, Noida, Uttar Pradesh, India
("the Attorney")

as its attorney in fact in connection with the business exposed hereafter ("the Business").

In dealing with authorities, companies and private persons the Attorney is hereby authorised to enter into negotiations, make any and all necessary declarations, to sign and conclude contracts, to have contracts legalised, to authorise disbursement of any necessary funds and to issue legally valid receipts all in order to transact the Business exposed hereafter.

The Principal herewith declares to consider all acts and declarations of the Attorney in connection with the Business exposed hereafter as legally binding on itself.


Designation of Business

Execution of the share purchase contract with Bestory Co Inc of Trident Chambers, Road Town, Tortola, British Virgin Islands for the sale of 20 shares in CNPC International (Caspian) Ltd, British Virgin Islands.

This power of attorney is valid until 31 December 2005. It can be cancelled by the Principal at any time by giving written notice to the Attorney.

Dated this 4th day of October 2005

Darley Investment Services Inc


Min Fessler Peter Luis O. Espino
Cedar International Limited
Director

Official Certification

Seen for authentication of the reverse side signatures, affixed in our presence by

- Ms. Kim Louise FESSLER, born 30.04.1968, Swiss citizen of Horw/LU, according to her information residing at Limmattalstrasse 262, 8049 Zürich, identified by identity card.
- Mr. Peter Luis Oskar GROSS, born 01.03.1961, Swiss citizen of Ebnet-Kappel, Kappel/SG, according to his information residing at Rainstrasse 49, 8808 Pfäffikon, identified by identity card.

Personal signatures confirmed only; authorization to sign on behalf of the firm not verified.

Zürich, 4th October 2005
BK no. 44763/mh
CHF 40.--



NOTARIAT ZÜRICH (ALTSTADT)

[Signature]
A. Gossauer, Deputy Notary public

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Land: Schweizerische Eidgenossenschaft, Kanton Zürich
Country: Swiss Confederation, Canton of Zurich
Diese öffentliche Urkunde / This public document

2. Ist unterschrieben von *Herr*
has been signed by *Alexander Gossauer*

3. In seiner Eigenschaft als *Notarstellvertreter*
acting in the capacity of

4. Sie ist versehen mit dem Stempel/Siegel des (der) *Notariat Zürich*
(Altstadt)
bears the stamp/seal of

5. In / to 8090 Zürich / 8090 Zurich
6. am / the *4. Okt. 2005*
Bestätigt / Certified

7. durch die Staatskanzlei des Kantons Zürich
by Chancery of State of the Canton of Zurich

8. unter / under Nr. *18124/2005*

9. Stempel / Siegel / Seal / Stamp
10. Unterschrift / Signature *[Signature]*



[Signature]

I. Schärer

APOSTILLE

(Convention de la Haye du 5 octobre, 1961)

1. Country : British Virgin Islands

This public document

2. Has been signed by : Charles Kerins

3. Acting in the capacity of : Notary Public

4. Bears the Seal/Stamp of : Charles Kerins

CERTIFIED

5. At : Road Town

6. On : The 1st day of December, 2005

7. By : Deputy Governor

8. No. : F 54899

9. Seal/Stamp :



10. Signature :


Deputy Governor

I, Charles Kerins, Notary Public of Farara Kerins, 125 Main Street, P.O. Box 144, Road Town, Tortola, British Virgin Islands, duly admitted and sworn in the British Virgin Islands, do hereby certify and confirm that the signature which appears on the attached Certificate of Incumbency of **DARLEY INVESTMENT SERVICES INC.**, is that of Muriel Smith, an authorised representative of Trident Trust Company (B.V.I.) Limited, the Registered Agent of the Company.

Dated this 30th day of November, 2005.



.....
Charles Kerins
British Virgin Islands
Notary Public



DARLEY INVESTMENT SERVICES INC.

("the Company")

CERTIFICATE OF INCUMBENCY

We, Trident Trust Company (B.V.I.) Limited of Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands being the Registered Agent of the Company hereby certify that according to our records:

1. Trident Trust Company (B.V.I.) Limited is the Registered Agent of and provide the Registered office for the Company.
2. According to the records available at the Registered Office of the Company, the Company is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.
3. The Company does not maintain a register of mortgages and charges and Other Encumbrances according to Section 70A of the International Business Companies Act.
4. The Company was incorporated on January 2, 2001.
5. The Company Registration Number is 423763.

6. The current Director is as follows:

<u>Name</u>	<u>Date of Appointment</u>
Cedar International Limited	October 11, 2001

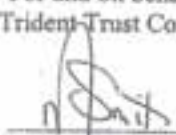
7. No secretary has been appointed.
8. The Authorised Share Capital of the Company is US\$50,000.00 divided into 50,000 shares of US\$1.00.
9. The Issued Share Capital of the Company is \$1.00.
10. The current Shareholder is as follows:

<u>Name</u>	<u>No. of Share Held</u>
Arvind Tiku	-1-

11. To the best of our knowledge there are no actions, pending or threatened, against the Company and no resolutions have been passed for its voluntary winding up.

Dated this 28th day of November, 2005.

For and on behalf of
Trident Trust Company (BVI) Limited



Authorised Signatory



Financial Statement as at 31 December 2003

USD
31.12.2003USD
31.12.2002**ASSETS****A. Fixed assets****I Loans**

Loan Mercury Ltd.	597,673.18		-	
Loan Pergamino Trading Co. Ltd.	3,000,000.00		-	
Loan Canadian Eng. Services	290,000.00		-	
Loan OJSC Denta Lux	129,894.60		-	
Loan OJSC Denta Lux	79,947.30		-	
Loan OJSC Denta Lux	79,947.30		-	
Loan Energy Investments Int. Ltd.	6,000,000.00		-	
Interest on loan Energy Investments	7,780.00		-	
Loan Miraco Ltd.	12,605,000.00		12,505,000.00	
Interest on loan Miraco Ltd.	784,548.00	23,574,790.38	98,500.00	12,603,500.00

II Participations

Investment Tenge Oil Holdings Corp.	1,200,000.00		-	
Participation OJSC Kazkommertsbank	12,230,000.00		-	
Participation CICL	20.00		-	
Participation Energy Investments Int. Ltd.	32.00		32.00	
Participation Angus Finance & Invest Ltd.	33.00		33.00	
Participation Intelbot Ltd.	1,000,000.00	14,430,085.00	1,000,000.00	1,000,065.00

B. Current assets**I Fiduciary deposits**

UBS AG	14,971,000.00	14,971,000.00	-	0.00
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II Cash on cash equivalents

UBS AG, Geneva	1,853.19		-	
Standard Chartered Bank, Hong Kong	4,532,753.30	4,534,606.49	991,380.08	991,380.08

C. Accruals

Interest accrual		20,960.00		0.00
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TOTAL ASSETS

57,531,441.87

14,594,945.08

Financial Statement as of 31 December 2003

USD
31.12.2003USD
31.12.2002

EQUITY AND LIABILITIES

A. Equity and capital reserves

I	Subscribed capital		1.00		1.00
II	Capital reserves				
	General capital reserve	10,231,836.12		10,975,231.12	
	Payments from shareholders	5,149,300.00		-	
	Dividend	<u>-228,203.90</u>	15,152,932.22	<u>-743,395.00</u>	10,231,836.12
III	Retained Earnings				
	Profit carried forward	294,407.96			
	Profit for the period	<u>27,452,232.63</u>	27,746,640.59	<u>294,407.96</u>	294,407.96
TOTAL EQUITY AND CAPITAL RESERVES			42,899,573.81	10,526,245.08	

B. Current liabilities

I	Loans				
	UBS AG, advance lombard	9,430,000.00			
	Loan Munal-impax	1,097,704.06		4,050,000.00	
	Interest on loan Munal-impax	<u>96,095.00</u>	10,623,799.06	<u>18,700.00</u>	4,068,700.00
II	Account shareholder		4,000,000.00		0.00
II	Accrued and other liabilities				
	Accounts payable	49.00		-	
	Accrued liabilities	<u>8,020.00</u>	8,069.00	<u>-</u>	0.00
TOTAL LIABILITIES			14,631,868.06	4,068,700.00	

TOTAL EQUITY AND LIABILITIES

57,531,441.87

14,594,945.08

This balance sheet and profit and loss account has been approved by the Board at a meeting held at Landstrasse 25, 9490 Vaduz, Liechtenstein.

ADOPTED and SIGNED this 7th day of December 2004

The Board of Darley Investment Services Inc.



Cedar International Limited

Profit & Loss Statement 1.1.2003 - 31.12.2003

USD
2003USD
2002**INCOME**

A. Finance and other Income

Income	1,694,390.00		570,551.02	
Profit on sale of participations	25,899,971.00		-	
Interest income	<u>717,384.54</u>	<u>28,311,745.54</u>	<u>98,979.87</u>	<u>669,530.89</u>

TOTAL INCOME28,311,745.54 669,530.89**EXPENSES**

A. Operating expenses

Consulting fees	-666,702.80		-307,125.06	
Expenses	-34,311.22		-17,239.81	
Other office & administration expenses	-42,943.65		-31,418.00	
Bank interests and charges	-38,160.24		-640.06	
Interest on loan	<u>-77,395.00</u>	<u>-859,512.91</u>	<u>-18,700.00</u>	<u>-375,122.93</u>

Loss for the period

Gain for the period 27,452,232.63 294,407.96

DARLEY INVESTMENT SERVICES INC

UBS AG, Geneva
Cashflow Summary 1 October 2005 - 31 December 2005

Date	Cashflow in USD		Balance	Comments	Official Conf Exp		
	Payments	Receipts			Docs	AT	AT
1 October 2005			8,151.73	Balance			
1 October 2005			296.74	Balance (CAD 335.69)*			
1 October 2002			2,532,000.00	Call deposit			
14 October 2005		20,000,000.00		CNCP (Hong Kong) Limited - proceeds sale CNCP International (Caspian) Ltd			✓
15 October 2005		120,000,000.00		CNCP (Hong Kong) Limited - proceeds sale CNCP International (Caspian) Ltd			✓
27 October 2005	50,000,000.00			Olex NV - loan (purchase plane)			✓
3 November 2005	185.00			Trident Trust Company (BV) Ltd - certificate of incumbency			☒
3 November 2005	3,419.28			Alyco Advisory AG - invoice no ACR/RA5124 (CHF 4,358.90)			☒
23 November 2005	3,251,000.00			Sun Drilling LLP - loan			✓
10 December 2005	650.00			Trident Trust Company (BV) Ltd - annual fees			☒
14 December 2005	190.00			Trident Trust Company (BV) Limited - special certificate of incumbency			☒
20 December 2005	5,200,000.00			AT - dividend payment			☒
20 December 2005	27,911.16			AT - dividend payment			☒
22 December 2005		696,550.00		Caldwell Associates Limited - from AT (private investments)			☒

DARLEY INVESTMENT SERVICES INC

UBS AG, Geneva
Cashflow Summary 1 October 2005 - 31 December 2005

Date	Cashflow in USD		Balance	Comments	Official Conf Exp		
	Payments	Receipts			Docs	AT	AT
22 December 2005		1,408,087.40		Calwest Associates Limited - from AT (private investments)	BB	MS	
31 December 2005			289,945.85	Balance			
31 December 2005			34,345,000.00	Call deposit			
31 December 2005			52,230,000.00	Call deposit			
	58,483,055.44	142,104,637.40					

NOTE: excluding deduction bank charges / receipt credit interest / movements and commission or interest on fiduciary deposit

☐ = not applicable

Exp AT = Explanation required as to source and reason for payment if marked

Confirmed / approved:

Date _____ PLG _____

Date _____ Client _____

SE A O

DARLEY INVESTMENT SERVICES INC

Standard Chartered Bank, Hong Kong
Cashflow Summary 1 May 2005 - 31 May 2005

Date	Cashflow in USD		Balance	Comments	Official Docs	Conf AT	Exp AT
	Payments	Receipts					
1 May 2005			517,611.27	Balance			
0 May 2005		2,975.00		Canadian Engineering Services - contract no 07.08.2003			X
11 May 2005		21,198.95		OJSC Darta-Lux - repayment loan (USD 21,249.95)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
20 May 2005		520,000.00		CNPC International Ltd - dividend	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
25 May 2005		5,000.00		Canadian Engineering Services - contract no 07.08.2003	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
28 May 2005		12,620.30		OSJC Darta-Lux - repayment loan (USD 12,671.30)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
31 May 2005	0.00	561,794.25	1,075,766.65	Balance			

NOTE: excluding deduction bank charges / receipt credit interest / movements and commission or interest on fiduciary deposit

= not applicable

Exp AT = Explanation required as to source and reason for payment if marked

Confirmed / approved:

Date _____ PLG _____

Date _____ Client _____

SE & O

CNPC International (Caspian) Ltd.

("the Company")

CERTIFICATE OF INCUMBENCY

We, Trident Trust Company (B.V.I.) Limited of Trident Chambers P.O. Box 146, Road Town, Tortola, British Virgin Islands, being the Registered Agent of the above Company, hereby confirm the following :

1. Trident Trust Company (B.V.I.) Limited is the Registered Agent of and provides the Registered Office for the Company.
2. According to the Records available at the Registered Office of the Company, the Company is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.
3. The Company does not maintain a Register of Mortgages and Charges and other Encumbrances according to Section 70A of the International Business Companies Act.
4. The Company was incorporated on: 23rd April, 2003.
5. The Company Registration Number is:542646.
6. The current Directors are as follows:

<u>Names</u>	<u>Date of Appointment</u>
Wu Dongshan	23 April, 2003
Zhao Ying	23 April, 2003
Wang Mingcai	10 December, 2003
Li Hulin	10 December, 2003

7. No Secretary has been appointed.
 8. The Authorised Share Capital of the Company is US\$100.00 divided into 100 shares of US\$1.00 each with vote per share.
 9. The Issued Share Capital of the Company is US\$100.00.
 10. The current Shareholder is as follows:
- | <u>Name</u> | <u>No. of Shares Held</u> |
|---|---------------------------|
| Darley Investment Services Incorporated | -20- |
| Bestory Company Inc. | -40- |
| CNODC International Holding Ltd. | -40- |
11. To the best of our knowledge there are no actions, pending or threatened, against the Company and no resolutions have been passed for its voluntary winding up.

Dated this 21st day of September, 2005.

For and on behalf of
Trident Trust Company (B.V.I.) Limited



Authorised Signatory

*Revised draft
waiting on
5/29/03*

HEADS OF AGREEMENT

between

CNPC INTERNATIONAL LIMITED

and

DARLEY INVESTMENT SERVICES INCORPORATED

May 30, 2003

4.6.03 

THIS HEADS OF AGREEMENT is made and entered into on this 30th day of May, 2003 by and between:

DARLEY INVESTMENT SERVICES INCORPORATED a company duly incorporated and existing under the laws of _____, having its registered office at Trident Chambers, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "**Darley**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the First Part; and

CNPC INTERNATIONAL LIMITED a company duly incorporated and existing under the laws of Cayman Islands, having its registered office at P.O. Box 258, First Home Tower, British America Centre, George Town, Grand Cayman, Cayman Islands (hereinafter referred to as "**CNPCI**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part;

As the context may require, Darley and CNPCI are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS the Government of the Republic of Kazakhstan is divesting its 2,484,653 common shares (the "Government Share") of JSC CNPC-Aktobe Munaigas (Aktobe Munai), and the Parties agree to cooperate in the bid for the Government Share.

NOW THEREFORE, the Parties hereby agree as follows:

1. CNPCI shall register a wholly owned subsidiary named CNPC International (Caspian) Limited (CICL) in the British Virgin Islands, and subscribe and pay up all the issued capital of US\$100 (one hundred US dollars) of CICL, which shall be divided into 100 (one hundred) Shares of one US\$ each.
2. CNPCI shall be under a mandatory obligation to sell and Darley shall be under a mandatory obligation to buy 49% (forty nine percent) of the shareholding of CICL held by CNPCI (CNPCI Put Shares). The price for CNPCI Put Shares shall be US\$ 49 (forty nine US dollars).

3. The Parties agree that CICL shall bid for the Government Share for the benefit of the Parties and that CNPCI shall make a loan to CICL in an amount for CICL to pay for the Government Shares, brokerage fees, taxes, charges and all related expenses to be incurred in the bidding process by CICL. The loan that will be granted herein shall be on the following terms:
 - a) CICL shall mortgage the Government Shares, provided that it wins, in favor of CNPCI to guarantee its repayment to CNPCI for the loan and the interest accrued thereupon.
 - b) The loan shall carry simple interest at 8% (eight percent) per annum.
 - c) In the event that the annual dividends of the CICL from Aktobe Munai (the "Aktobe Dividends") is in excess of US\$140 million (one hundred and forty million US dollars):
 - i. 70% (seventy percent) of the Aktobe Dividends hereof after tax shall be utilized towards the repayment of the loan availed of in terms of this Article and the interest accrued thereon; and
 - ii. 30% (thirty percent) of the Aktobe Dividends hereof after tax shall be distributed by way of dividends to CNPCI and Darley in the proportion of their then current shareholding, in respect of the relevant financial year.
 - d) In the event that the Aktobe Dividends is equal to or less than US\$140 million (one hundred and forty million US dollars), all the Aktobe Dividends hereof after tax shall be utilized towards the repayment of the loan availed of in terms of this Article and the interest accrued thereon.
4. In the event that CICL wins the bid for the Government Shares, Darley shall be under a mandatory obligation to sell CNPCI or any CNPCI's affiliate designated by CNPCI 29% (twenty nine percent) of the shareholding of CICL held by it (Darley Put Shares). The price for Darley Put Shares shall be US\$ 25,900,000 (twenty five million, nine hundred thousand US dollars).
5. CNPCI and CICL shall sign and execute, for the purpose of Article 3 hereof, a Loan Agreement within 7 (seven) Business Days after CICL wins the bid. CNPCI shall advance the loan in accordance with the closing procedures for the completion of the bid and the Loan Agreement as well.

6. Within 28 (twenty eight) Business Days after CICL wins the bid, CNPCI and Darley shall simultaneously sign and execute the Share Purchase Agreement for CNPCI Put Shares and the Share Purchase Agreement for Darley Put Shares. In the simultaneous closing of the transactions of CNPCI Put Shares and Darley Put Shares, CNPCI shall actually register the transfer of 20% (twenty percent) of the shareholding of CICL held by it only to Darley and pay to Darley US\$ 25,900,000 (twenty five million, nine hundred thousand US dollars), thus the shareholding of CICL becoming 80% for CNPCI and 20% for Darley.
7. The Articles of Association and the Articles of Memorandum of CICL shall be amended and modified according to this Agreement and the Share Purchase Agreements as stated in Article 6 hereof, provided that the Share Purchase Agreements shall have become legally effective.
8. **GOVERNING LAW AND ARBITRATION**
 - a) **Governing Law:** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of England.
 - b) All disputes arising in connection with this Agreement shall be first settled amicably. Failing such settlement, the Parties hereby consent to submit such dispute for arbitration in accordance with Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). All arbitration proceedings shall be held in London, England unless otherwise agreed by the Parties and shall be in English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives as of the day and year first above written.

CNPC INTERNATIONAL LIMITED

Witness:

1.

[Name of Authorized Officer]

[Title]

DARLEY INVESTMENT SERVICES INC.

Witness:

1.

[Name of Authorized Officer]

[Title]

LOAN AGREEMENT

THIS AGREEMENT is made on June [] 2003

BETWEEN

CNPC INTERNATIONAL (CASPIAN) LTD., a company incorporated in the British Virgin Islands and operating its business mainly in Republic of Kazakhstan (the "Borrower");

AND

CNPC INTERNATIONAL LTD., a company registered in the Cayman Islands (hereinafter referred to as the "Lender").

As the context may require, the Lender and the Borrower are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS the Government of the Republic of Kazakhstan is divesting its 2,484,653 common shares (the "Government Shares") of JSC CNPC-Aktobe Munaigas (Aktobe Munai), a company incorporated under the laws of the Republic of Kazakhstan, and the Borrower will participate in the bid for the Government Shares;

WHEREAS the Borrower is a wholly-owned subsidiary of the Lender; and

WHEREAS the Borrower requests from the Lender a loan in an amount of one hundred and fifty one million, five hundred thousand United States Dollars (US\$151,500,000.00) (the "Loan") for the payment of the Government Shares and related fees, charges and expenses, and the Lender agrees to provide the Borrower with the Loan on the terms as set out hereunder in the event the Borrower is successful in its bid to acquire the Government Shares.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement the following words and expressions, when used with initial capital letters, shall have the following meanings:

"**Advance Date**" means the date on which the Lender advances the Loan to the Borrower pursuant to Article 2 hereunder.

"Payment Date" means the date on which the Loan and accrued interest become payable pursuant to Article 3 hereunder.

"Business Days" means a day (other than a Saturday or Sunday) which is not a public holiday and on which banks are open for general business in Beijing, Almaty, Singapore and Hong Kong.

"Calendar Year" means a period of twelve (12) consecutive Gregorian months under the Gregorian Calendar, beginning on the first day of January and ending on the thirty-first day of December in the same year.

"Confidential Information" means all confidential information relating to the business or other affairs of the Borrower or the Lender.

"Draw Down Date" means the date on which the Borrower wins the bid and is obligated to make the payment for the Government Shares.

- 1.2 The headings in this Agreement are inserted for convenience only and shall be ignored in constructing this Agreement.

2. ADVANCE OF THE LOAN

- 2.1 The Borrower shall present to the Lender a written request for the Loan at least five (5) Business Days prior to the Draw Down Date.
- 2.2 The Lender shall advance the Loan to the Borrower prior to the Draw Down Date provided that the Borrower shall have presented to the Lender the written request pursuant to Article 2.1 hereof.

3. PAYMENT OF INTEREST AND REPAYMENT OF THE PRINCIPAL

- 3.1 The Loan shall bear interest at a simple rate of 8% (eight percent) per annum.
- 3.2 The term of the Loan (the "Term") shall be such term as long as one (1) Calendar Year from the Advance Date.
- 3.3 In the event that the Loan and/or the interest accrued thereon is not fully paid within the Term, the Borrower shall be granted seven (7) Calendar Years after the Payment Date as defined in Article 3.4 (the "Grace Period") for the Borrower to pay the interest unpaid and repay the principal of the Loan unrepaid in accordance with Article 3.6 hereof.

- 3.4 The interest of the Loan calculated in accordance with Article 3.1 shall be payable on the date being one (1) Calendar Year after the Advance Date ("**Payment Date**"), and the payment shall be made in accordance with Article 3.6 hereunder.
- 3.5 The principal of the Loan shall be repayable on Payment Date as well, and the Repayment shall be made in accordance with Article 3.6 hereunder.
- 3.6 The payment of interest provided for in Articles 3.1 hereinabove and the repayment of the principal of the Loan of one hundred and fifty one million, five hundred thousand United States Dollars (US\$151,500,000.00) shall be made out of the annual dividends of the Borrower from Aktobe Munai in the following manner:
- 3.6.1 In the event that the annual dividends of Aktobe Munai distributed to its shareholders (the "Aktobe Dividends") is in excess of US\$140 million (one hundred and forty million US dollars):
- 3.6.1.1 seventy percent (70%) of the dividends of the Borrower received from Aktobe Munai hereof, after tax, shall be utilized towards the repayment of the Loan and the payment of the interest accrued thereon; and
- 3.6.1.2 thirty percent (30%) of the dividends of the Borrower received from Aktobe Munai hereof, after tax, may be distributed by way of dividends to its shareholders.
- 3.6.2 In the event that the Aktobe Dividends is equal to or less than US\$140 million (one hundred and forty million US dollars), all the dividends of the Borrower received from Aktobe Munai hereof, after tax, shall be utilized towards the repayment of the Loan and the payment of the interest accrued thereon.
- 3.7 The Borrower agrees unconditionally to use all such revenue of dividends allocated from Aktobe Munia as available under Article 3.6 to repay all the Loan and to pay all the interests accrued thereon to the Lender within the Term and the Grace Period.
- 3.8 The Borrower agrees to mortgage the Government Shares, provided that it wins, in favor of the Lender to guarantee its full repayment of the Loan and its full payment of the interests accrued thereon to the Lender prior to end of the Grace Period.
- 3.9 If the Borrower fails to repay any part of the principal amount of the Loan or pay any interest accrued thereon prior to the end of the Grace Period, the Borrower shall satisfy its obligations to make such repayment and/or payment by assigning

and transferring, free of charge, to the Lender a number of the Government Shares which fair market value is equal to the amount of the principal of the Loan unrepaid and the interest unpaid. The Borrower shall obtain all necessary governmental or other third party approval and take all actions necessary for the completion of the assignment and transfer hereof. Upon completion of such transfer, the obligations of the Borrower under this Agreement to make payment of the interest unpaid and the repayment of the principal of the Loan unrepaid shall be deemed fully satisfied.

4. Fees

- 4.1 The Borrower shall be solely responsible for all taxes, charges, penalties, costs, fees, expenses and/or levies (the "Fees"), whatever named, required by any entity, agency, department or authority in relation to the advance of the Loan, payment of the interest and/or repayment of the Loan.
- 4.2 The Borrower shall indemnify and hold harmless the Lender from and against any claim or demand in respect of the Fees hereof.

5. MISCELLANEOUS

- 5.1 **Governing Law:** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of England.
- 5.2 All disputes arising in connection with this Agreement shall be first settled amicably. Failing such settlement, the Parties hereby consent to submit such dispute for arbitration in accordance with Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). All arbitration proceedings shall be held in London, England unless otherwise agreed by the Parties and shall be in English.
- 5.3 This Agreement may be executed in two counterparts, each of which when executed and delivered is an original and both of which together evidence the same agreement.
- 5.4 This Agreement may only be amended or modified by written consent of the Parties
- 5.5 Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- 5.6 The Borrower and the Lender shall take all actions and execute all additional agreements and documents required or desirable to implement and give effect to this Agreement and the principles set out herein.

5.7 The Parties agree that this Agreement shall remain confidential. No Party hereto shall disclose any Confidential Information to any third party or make any public announcement or statement with respect thereto without prior written consent of the other Party other than as may be required by law, rule or regulation of any securities commission or recognized stock exchange on which its respective shares are dealt or to relevant government departments.

EXECUTED by the Parties:

CNPC INTERNATIONAL LTD.

Name:

Title:

CNPC INTERNATIONAL (CASPIAN) LTD.

Name:

Title:

SHARE PURCHASE CONTRACT

THIS AGREEMENT is made on ____ day of _____ 2003 by and between

DARLEY INVESTMENT SERVICES INCORPORATED, a company duly incorporated and existing under the laws of the British Virgin Islands, having its registered office at Trident Chambers, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Seller"); and

PETROMAX INTERNATIONAL LTD., a company duly incorporated and existing under the laws of the British Virgin Islands, having its registered office at P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Buyer").

As the context may require, the Seller and the Buyer are hereinafter collectively referred to as "Parties" and individually as "Party".

RECITALS

WHEREAS the Seller owns 49 (forty nine) common shares representing 49% (forty nine percent) of all the issued capital of **CNPC International (Caspian) Ltd.** a company duly incorporated and existing under the laws of British Virgin Islands, having its registered office at P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "Company"); and

WHEREAS the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller on the conditions stipulated in this Contract 29 (twenty nine) common shares representing 29% of the issued capital of the Company (the "Shares"); and

WHEREAS the Seller and the Buyer signed the Heads of Agreement on May 27, 2003, thus establishing the principles for the sale and purchase of the Shares (the "Transaction") and concluding this Contract.

NOW THEREFORE in consideration of the premises, the covenants set forth herein and the benefits to be derived herefrom, the Parties hereby agree as follows:

1. INTERPRETATIONS AND DEFINITIONS

- 1.1 The headings contained in this Contract or the table of contents hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined.

1.2 For all purposes hereof:

- 1.2.1 "Business Day" means any day on which banks are open for business both in Beijing, Singapore and Almaty.
- 1.2.2 "Closing" means the presentation, delivery and acceptance of the documents specified in Section 2 of this Contract.
- 1.2.3 "Closing Date" means the date on which the Seller and the Buyer present, exchange and accept the documents in accordance with Section 2.
- 1.2.4 "Governmental Entity" means any government or any court of competent jurisdiction or other public authority.
- 1.2.5 "Purchase Price" shall have the meaning assigned to such term in Section 2.1.
- 1.2.6 "Records" mean all material original agreements, documents, books, reports, tax returns forms, records, files and computer software of the Company.
- 1.2.7 "Tax" includes income tax, interest tax, dividend tax, value added tax, excise tax, tax on securities exchange, special taxes or special contributions (including, but without limitation to, bonuses, royalty, excess profit tax), levy for registration, state duties, surtax, remittance tax, presumptive tax, net worth tax, withholding tax, tariff, franchise tax, employment tax and rates, duties any similar tax imposed by any Government Entity.
- 1.2.8 "Transaction" shall mean the sale and purchase of the Shares, which shall be completed in accordance with this Contract.

2. PURCHASE PRICE AND CLOSING OF TRANSACTION

- 2.1 The aggregate purchase price for the Shares (the "Purchase Price") shall be US\$ 25,900,000 (twenty five million, nine hundred thousand US dollars).
- 2.2 The Parties agree to hold a physical meeting within 7 (seven) Business Days after signing this Contract to take the following actions to close the Transaction:
- 2.3 The Seller to present to the Buyer:
 - 2.3.1 Duly executed resolution of the Board of Directors of the Seller approving the sale of the Shares to the Buyer.

- 2.3.2 Copy of Share Certificate evidencing that the Shares exist and are fully owned by the Seller.
- 2.3.3 Duly executed Power of Attorney to authorize its representative to sign the Contract on its behalf, if the Contract is not to be signed by the legal representative of the Seller.
- 2.4 The Buyer to present to the Seller:
 - 2.4.1 Duly executed resolution of the Board of Directors approving the purchase of the Shares from the Seller.
 - 2.4.2 Duly executed Power of Attorney to authorize its representative to sign this Contract on its behalf, if the Contract is not to be signed by the legal representative of the Buyer.
 - 2.4.3 Sufficient evidence acceptable to the Seller for the payment of the Purchase Price as defined in Article 2.1 hereinabove.

3 SELLER's REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Seller hereby represents and warrants to the Buyer as follows:

- 3.1.1 **Authority:** The Seller is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into this Contract, to perform its obligations in this Contract and to consummate the Transaction contemplated hereby.
- 3.1.2 **The Shares:** The Seller has the full ownership of the Shares, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind.
- 3.1.3 **Organization and Standing:** The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
- 3.1.4 **Capital of the Company:** The issued capital of the Company is US\$100 (one hundred), and all the shares of the Company are validly issued and outstanding, fully paid and non-assessable.
- 3.1.5 **Actions and Proceedings:** There are no outstanding judgments, orders, injunctions or decrees of any Government Entity or arbitration tribunal against the Company, or lawsuits, actions or proceedings pending, to the knowledge of the Seller, threatened against the Company; or investigations by any

Government Entity, which are, to the knowledge of the Seller, pending or threatened against the Company, which, in each case hereof have or could reasonably be expected to have an adverse effect on the Company.

- 3.1.6 **Taxes:** To the knowledge of the Seller, there are no audits, investigations, claims or assessments pending against the Company for any alleged deficiency in taxes, or actual indebtedness on taxes or other obligatory payments.
- 3.2 **The Seller hereby covenants** that the Articles of Association and the Articles of Memorandum of the Company shall be amended and modified to reflect the actual shareholding of the Company upon the closing of the Transaction.

4 BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 The Buyer hereby represents and warrants to the Seller as follows:

- 4.1.1 **Authority:** The Buyer is a corporation duly organized and validly existing under the laws of the jurisdiction of their incorporation and have all requisite corporate power and authority to enter into this Contract, to perform their obligations in this Contract and to close the Transaction contemplated hereby.
- 4.1.2 **No Conflicts:** The execution and delivery of this Contract by the Buyer does not, and the closing of the Transaction contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of or default (with or without notice of lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any of obligation or to loss of a benefit under, or result in the creation of any lien, claim, encumbrance, security interest, option, charge or restriction of any kind upon any of the properties or assets of the Buyer.
- 4.1.3 **Actions and Proceedings:** There are no outstanding judgments, orders, injunctions or decrees of any Government Entity or arbitration tribunal against the Buyer, or lawsuits, actions or proceedings pending or, to the knowledge of the Buyer, threatened against the Buyer or investigations by any Government Entity which are, to the knowledge of the Buyer, pending or threatened against the Buyer.
- 4.1.4 **Availability of Funds:** The Buyer has cash available or has existing borrowing facilities, which together are sufficient to enable the Transaction contemplated hereby to be closed.
- 4.2 **The Buyer hereby covenants** that the Buyer acknowledges that, prior to the

Closing Date, the Buyer and their representatives have been permitted full and complete access to the books and records, facilities, equipment, tax returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company which the Buyer or their representatives have desired or requested to inspect and/or review.

5 CONFIDENTIALITY

- 5.1 The Seller shall keep confidential, and cause the Company and instruct their officers, directors, employees and advisors to keep confidential, all the information relating to the Company and its business, except as required by law or administrative process and except for the information which is available to the public as of closing of the Transaction, or thereafter becomes available to the public other than as a result of a breach of this Section.
- 5.2 The Buyer acknowledges that any and all the information provided to it by the Seller or its representatives or affiliates concerning the Seller shall remain confidential and the Buyer shall keep confidential, and instruct their officers, directors, employees and advisors to keep confidential, all the information concerning the Seller, except as required by law or administrative process and except for the information which is available to the public as of closing of the Transaction, or thereafter becomes available to the public other than as a result of a breach of this Section.
- 5.3 Except as otherwise required by applicable law, this Contract shall be confidential and shall not be disclosed by any Party to any third party in any manner without the other Party's prior written consent.

6 MUTUAL COVENANTS

- 6.1 The Seller and the Buyer covenant and agree to use their best endeavours to cooperate with each other and shall cause their officers and employees to cooperate during the period of 60 (sixty) days from the Closing Date with each other to register the Shares in the name of the Buyer.
- 6.2 If at any time after closing of the Transaction, any further action is necessary or desirable to carry out for the purposes of this Contract, each Party hereto shall, and shall cause its officers, directors, employees and agents to, as the case may be, take all such necessary actions including, without limitation to, the execution and delivery of such further instruments and documents as may reasonably be requested by the other Party for such purposes or otherwise to complete, perfect,

or evidence the Transaction contemplated hereby.

7 INDEMNIFICATION

- 7.1 Indemnification by the Seller:** The Seller shall indemnify the Buyer, the Buyer's affiliates, officers, directors, employees, stockholders, agents and representatives against and from, and compensate them for any loss, liability, claim, damage or expense (including reasonable legal fees and expenses), suffered or incurred directly or indirectly by any such indemnified Party to the extent arising from any breach of representation or warranty of the Seller which survives the closing of the Transaction contained in this Contract and in any certificate delivered pursuant hereto.
- 7.2 Indemnification by the Buyer:** The Buyer shall indemnify the Seller, the Seller's affiliates, officers, directors, employees, stockholders, agents and representatives against and from, and compensate them for any loss, liability, claim, damage or expense (including reasonable legal fees and expenses), suffered or incurred directly or indirectly by any such indemnified Party to the extent arising from any breach of representation or warranty of the Buyer which survives the closing of the Transaction contained in this Contract and in any certificate delivered pursuant hereto.
- 7.3 Procedures for Indemnification:** In order for a Party (the "Indemnified Party") to be entitled to any indemnification provided for under this Contract in respect of, arising out of or involving a claim or demand made by any person against the Indemnified Party (a "Third Party Claim"), such Indemnified Party must notify the Indemnifying Party in writing, and in reasonable detail, of the Third Party Claim within thirty (30) Business Days after receipt by such Indemnified Party of written notice of the Third Party Claim for the Indemnifying Party to settle the claim directly by itself within thirty (30) Business Days after receipt of the notice, provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within 15 (fifteen) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim.
- 7.4 Mitigation:** The Seller and the Buyer shall cooperate with each other with respect to resolving any claim or liability with respect to which one Party is

obligated to indemnify the other Party hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability. In the event that the Seller or the Buyer shall fail to make such commercially reasonable efforts to mitigate or resolve any claim or liability, then notwithstanding anything else to the contrary contained herein, the other Party shall not be required to indemnify any person for any loss, liability, claim, damage or expense that could reasonably be expected to have been avoided if the Seller or the Buyer, as the case may be, had made such efforts.

- 7.5 **Limitations:** One Party shall not be liable to the other Party for a claim based on a settlement agreement entered into by the other Party with a third party unless the first Party hereof has previously consented to the settlement agreement, which consent shall not be unreasonably withheld.

8 TERMINATION

- 8.1 Notwithstanding anything contained herein to the contrary, this Contract may be terminated and the Transaction contemplated hereby abandoned at any time prior to the Closing:
- 8.1.1 By mutual written consent of the Seller and the Buyer; or
- 8.1.2 By either the Seller or the Buyer, if the Transaction shall not have been closed on or prior to _____, 2003, provided, however, that the Party seeking termination or abandonment hereof is not in breach of any material respect of any of its representations, warranties covenants or agreements contained in this Contract.
- 8.2 In the event of termination by the Seller or by the Buyer pursuant to Section 8.1.2, a written notice of termination thereof shall be given to the other Party 7 (seven) Business Days prior to the termination hereof, and the Transaction contemplated hereby shall be terminated.
- 8.3 Nothing in this Section 8 shall be deemed to relieve either Party from any liability for any breach by such Party of the terms and provisions of this Contract or to impair the right of either Party to compel specific performance by the other Party of its obligation under this Contract.

9 FEES, EXPENSES AND TAXES

- 9.1 Neither the Seller nor the Buyer (including for the purpose of this Section their respective officers, directors, employees, affiliates, or associates) have

employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Transaction contemplated by this Contract.

- 9.2 Whether or not the Transaction contemplated hereby is consummated and except as otherwise specifically provided in this Contract, all costs and expenses incurred in connection with this Contract and the Transaction contemplated hereby shall be borne and paid by the Party incurring such costs or expenses.
- 9.3 A Party in breach of this Contract shall, on demand, indemnify and hold harmless the other Party from and against all reasonable out-of-pocket expense, including but not limited to, legal fees, incurred by such other Party by reason of the enforcement and protection of its rights under this Contract. The payment of such expense is in addition to any other relief or remedy to which such other Party is entitled.
- 9.4 The Seller shall be responsible for all the applicable Taxes attributable to and arising out of the Transactions, including any penalties and/or fines and hereby undertakes and agrees to fully indemnify the Buyer in respect of any and all costs, expenses, losses, damages or liabilities occasioned by the Seller's failure to pay the same.

10 GOVERNING LAW AND ARBITRATION

- 10.1 This Contract shall be governed by, construed, interpreted and enforced in accordance with the laws of England and such generally accepted principles and practices of the international petroleum industry and other generally accepted principles of international law as may apply.
- 10.2 All disputes arising in connection with this Contract shall be first settled amicably. Failing such settlement, the Parties of the disputes hereby consent to submit such dispute for arbitration in accordance with Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). All arbitration proceedings shall be held in London unless otherwise agreed by the Parties and shall be in English. The number of arbitrators shall be three. The Claimant shall appoint one arbitrator and the Respondent shall appoint another arbitrator. In case that the Respondent fails to nominate an arbitrator within thirty (30) days after receipt of written request to do so, the claimant may request in writing the President of International Court of Justice to appoint the arbitrator. The arbitrators nominated by the Claimant and the Respondent or the President of International Court of Justice, as the case may be, shall

appoint the Third Arbitrator to preside over the arbitration. Failing such an appointment of the Third Arbitrator in this manner within thirty (30) days after the appointment of the arbitrator of the Respondent, the President of International Court of Justice shall appoint the Third Arbitrator of the tribunal. The arbitrators shall have the authority to decide the controversy or claim. The decisions of the majority of the arbitrators shall be final and binding on the Parties of the disputes. Unless otherwise determined by the Arbitration each of the Parties of the disputes shall bear its own cost of the arbitration.

11 GENREAL PROVISIONS

- 11.1 **ASSIGNMENT:** This Contract and the rights and obligations hereunder shall not be assignable or transferable by the Seller or the Buyer, including by operation of law in connection with a merger, or sale of substantially all the assets of the Seller or the Buyer, without the prior written consent of the other Party hereto.
- 11.2 **NO THIRD PARTY BENEFICIARIES:** This Contract is for the sole benefit of the Parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.
- 11.3 **AMENDMENTS:** This Contract may not be amended or modified except by a written instrument signed by each of the Parties hereto.
- 11.4 **COUNTERPARTS:** This Contract has been executed in two (2) counterparts in the English language.
- 11.5 **ENTIRE CONTRACT:** This Contract contain the entire agreement, contract and understanding among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, contracts and understandings relating to the subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

12 NOTICES

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be (a) delivered in person, (b) transmitted by telefax, or (c) sent by registered mail or postage prepaid, to the applicable addresses set forth below, or at other addresses as may have been specified by the receiver.

If to the Seller

Attention: Darley Investment Services Incorporated, P.O. Box 1078, CH-8039
Zurich, Switzerland

Fax: +41 43 210 8090

Copy to: Nil

Fax: Nil

If to the Buyer

Attention:

Fax:

Copy to:

Fax:

Notices and other communications shall be deemed to have been received (a) when delivered if delivered in person, (b) when a confirmation of a telefax is received, and (c) on the actual receipt of a notice on the receipt of the registered mail or postage prepaid.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed by their authorized representatives as of the day and year first above written.

PETROMAX INTERNATIONAL LTD.

Witness:

[Name of authorized officer]

[Title]

DARLEY INVESTMENT SERVICES INC.


[Cedar International Limited]
[Director]

Witness:



SHARE PURCHASE CONTRACT

THIS AGREEMENT is made on the _____ day of June 2003 by and between

CNPC INTERNATIONAL LIMITED, a company duly incorporated and existing under the laws of Cayman Islands, having its registered office at P.O. Box 258, First Home Tower, British America Centre, George Town, Grand Cayman, Cayman Islands (hereinafter referred to as the "**Seller**"); and

DARLEY INVESTMENT SERVICES INCORPORATED, a company duly incorporated and existing under the laws of the British Virgin Islands, having its registered office at Trident Chambers, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "**Buyer**").

As the context may require, the Seller and the Buyer are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

RECITALS

WHEREAS the Seller owns 100 (one hundred) common shares representing 100% (one hundred percent) of all the issued capital of **CNPC International (Caspian) Ltd.** a company duly incorporated and existing under the laws of British Virgin Islands, having its registered office at P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as the "**Company**"); and

WHEREAS the Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller on the conditions stipulated in this Contract 49 (forty nine) common shares representing 49% of the issued capital of the Company (the "**Shares**"); and

WHEREAS the Seller and the Buyer signed the Heads of Agreement on June _____, 2003 in Almaty, thus establishing the principles for the sale and purchase of the Shares (the "**Transaction**") and concluding this Contract.

NOW THEREFORE in consideration of the premises, the covenants set forth herein and the benefits to be derived herefrom, the Parties hereby agree as follows:

1. INTERPRETATIONS AND DEFINITIONS

- 1.1 The headings contained in this Contract or the table of contents hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. The definitions of the terms herein shall apply

equally to the singular and plural forms of the terms defined.

1.2 For all purposes hereof:

1.2.1 "Business Day" means any day on which banks are open for business both in Beijing, Singapore and Almaty.

1.2.2 "Closing" means the presentation, delivery and acceptance of the documents specified in Section 2 of this Contract.

1.2.3 "Closing Date" means the date on which the Seller and the Buyer present, exchange and accept the documents in accordance with Section 2.

1.2.4 "Governmental Entity" means any government or any court of competent jurisdiction or other public authority.

1.2.5 "Purchase Price" shall have the meaning assigned to such term in Section 2.1.

1.2.6 "Records" mean all material original agreements, documents, books, reports, tax returns forms, records, files and computer software of the Company.

1.2.7 "Tax" includes income tax, interest tax, dividend tax, value added tax, excise tax, tax on securities exchange, special taxes or special contributions (including, but without limitation to, bonuses, royalty, excess profit tax), levy for registration, state duties, surtax, remittance tax, presumptive tax, net worth tax, withholding tax, tariff, franchise tax, employment tax and rates, duties any similar tax imposed by any Government Entity.

1.2.8 "Transaction" shall mean the sale and purchase of the Shares, which shall be completed in accordance with this Contract.

2. PURCHASE PRICE AND CLOSING OF TRANSACTION

2.1 The aggregate purchase price for the Shares (the "Purchase Price") shall be US\$49 (forty nine dollars of USA).

2.2 The Parties agree to hold a physical meeting within 7 (seven) Business Days after signing this Contract to take the following actions to close the Transaction:

2.3 The Seller to present to the Buyer:

2.3.1 Duly executed resolution of the Board of Directors of the Seller approving the

sale of the Shares to the Buyer.

- 2.3.2 Copy of Share Certificate evidencing that the Shares exist and are fully owned by the Seller.
- 2.3.3 Duly executed Power of Attorney to authorize its representative to sign the Contract on its behalf, if the Contract is not to be signed by the legal representative of the Seller.
- 2.4 The Buyer to present to the Seller:
 - 2.4.1 Duly executed resolution of the Board of Directors approving the purchase of the Shares from the Seller.
 - 2.4.2 Duly executed Power of Attorney to authorize its representative to sign this Contract on its behalf, if the Contract is not to be signed by the legal representative of the Buyer.
 - 2.4.3 Sufficient evidence acceptable to the Seller for the payment of the Purchase Price as defined in Article 2.1 hereinabove.

3 SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Seller hereby represents and warrants to the Buyer as follows:

- 3.1.1 **Authority:** The Seller is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to enter into this Contract, to perform its obligations in this Contract and to consummate the Transaction contemplated hereby.
- 3.1.2 **The Shares:** The Seller has the full ownership of the Shares, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind.
- 3.1.3 **Organization and Standing:** The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
- 3.1.4 **Capital of the Company:** The issued capital of the Company is US\$100 (one hundred), and all the shares of the Company are validly issued and outstanding, fully paid and non-assessable.
- 3.1.5 **Actions and Proceedings:** There are no outstanding judgments, orders, injunctions or decrees of any Government Entity or arbitration tribunal against the Company, or lawsuits, actions or proceedings pending, to the knowledge of



the Seller, threatened against the Company; or investigations by any Government Entity, which are, to the knowledge of the Seller, pending or threatened against the Company, which, in each case hereof have or could reasonably be expected to have an adverse effect on the Company.

- 3.1.6 **Taxes:** To the knowledge of the Seller, there are no audits, investigations, claims or assessments pending against the Company for any alleged deficiency in taxes, or actual indebtedness on taxes or other obligatory payments.
- 3.2 **The Seller hereby covenants** that the Articles of Association and the Articles of Memorandum of the Company shall be amended and modified to reflect the actual shareholding of the Company upon the closing of the Transaction.

4 BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 The Buyer hereby represents and warrants to the Seller as follows:

- 4.1.1 **Authority:** The Buyer is a corporation duly organized and validly existing under the laws of the jurisdiction of their incorporation and have all requisite corporate power and authority to enter into this Contract, to perform their obligations in this Contract and to close the Transaction contemplated hereby.
- 4.1.2 **No Conflicts:** The execution and delivery of this Contract by the Buyer does not, and the closing of the Transaction contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of or default (with or without notice of lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any of obligation or to loss of a benefit under, or result in the creation of any lien, claim, encumbrance, security interest, option, charge or restriction of any kind upon any of the properties or assets of the Buyer.
- 4.1.3 **Actions and Proceedings:** There are no outstanding judgments, orders, injunctions or decrees of any Government Entity or arbitration tribunal against the Buyer, or lawsuits, actions or proceedings pending or, to the knowledge of the Buyer, threatened against the Buyer or investigations by any Government Entity which are, to the knowledge of the Buyer, pending or threatened against the Buyer.
- 4.1.4 **Availability of Funds:** The Buyer has cash available or has existing borrowing facilities, which together are sufficient to enable the Transaction contemplated hereby to be closed.

- 4.2 **The Buyer hereby covenants** that the Buyer acknowledges that, prior to the Closing Date, the Buyer and their representatives have been permitted full and complete access to the books and records, facilities, equipment, tax returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company which the Buyer or their representatives have desired or requested to inspect and/or review.

5 CONFIDENTIALITY

- 5.1 The Seller shall keep confidential, and cause the Company and instruct their officers, directors, employees and advisors to keep confidential, all the information relating to the Company and its business, except as required by law or administrative process and except for the information which is available to the public as of closing of the Transaction, or thereafter becomes available to the public other than as a result of a breach of this Section.
- 5.2 The Buyer acknowledges that any and all the information provided to it by the Seller or its representatives or affiliates concerning the Seller shall remain confidential and the Buyer shall keep confidential, and instruct their officers, directors, employees and advisors to keep confidential, all the information concerning the Seller, except as required by law or administrative process and except for the information which is available to the public as of closing of the Transaction, or thereafter becomes available to the public other than as a result of a breach of this Section.
- 5.3 Except as otherwise required by applicable law, this Contract shall be confidential and shall not be disclosed by any Party to any third party in any manner without the other Party's prior written consent.

6 MUTUAL COVENANTS

- 6.1 **The Seller and the Buyer covenant and agree** to use their best endeavours to cooperate with each other and shall cause their officers and employees to cooperate during the period of 60 (sixty) days from the Closing Date with each other to register the Shares in the name of the Buyer.
- 6.2 If at any time after closing of the Transaction, any further action is necessary or desirable to carry out for the purposes of this Contract, each Party hereto shall, and shall cause its officers, directors, employees and agents to, as the case may be, take all such necessary actions including, without limitation to, the execution and delivery of such further instruments and documents as may reasonably be

requested by the other Party for such purposes or otherwise to complete, perfect, or evidence the Transaction contemplated hereby.

7 INDEMNIFICATION

- 7.1 **Indemnification by the Seller:** The Seller shall indemnify the Buyer, the Buyer's affiliates, officers, directors, employees, stockholders, agents and representatives against and from, and compensate them for any loss, liability, claim, damage or expense (including reasonable legal fees and expenses), suffered or incurred directly or indirectly by any such indemnified Party to the extent arising from any breach of representation or warranty of the Seller which survives the closing of the Transaction contained in this Contract and in any certificate delivered pursuant hereto.
- 7.2 **Indemnification by the Buyer:** The Buyer shall indemnify the Seller, the Seller's affiliates, officers, directors, employees, stockholders, agents and representatives against and from, and compensate them for any loss, liability, claim, damage or expense (including reasonable legal fees and expenses), suffered or incurred directly or indirectly by any such indemnified Party to the extent arising from any breach of representation or warranty of the Buyer which survives the closing of the Transaction contained in this Contract and in any certificate delivered pursuant hereto.
- 7.3 **Procedures for Indemnification:** In order for a Party (the "Indemnified Party") to be entitled to any indemnification provided for under this Contract in respect of, arising out of or involving a claim or demand made by any person against the Indemnified Party (a "Third Party Claim"), such Indemnified Party must notify the Indemnifying Party in writing, and in reasonable detail, of the Third Party Claim within thirty (30) Business Days after receipt by such Indemnified Party of written notice of the Third Party Claim for the Indemnifying Party to settle the claim directly by itself within thirty (30) Business Days after receipt of the notice, provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within 15 (fifteen) Business Days after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim.
- 7.4 **Mitigation:** The Seller and the Buyer shall cooperate with each other with

respect to resolving any claim or liability with respect to which one Party is obligated to indemnify the other Party hereunder, including by making commercially reasonable efforts to mitigate or resolve any such claim or liability. In the event that the Seller or the Buyer shall fail to make such commercially reasonable efforts to mitigate or resolve any claim or liability, then notwithstanding anything else to the contrary contained herein, the other Party shall not be required to indemnify any person for any loss, liability, claim, damage or expense that could reasonably be expected to have been avoided if the Seller or the Buyer, as the case may be, had made such efforts.

- 7.5 **Limitations:** One Party shall not be liable to the other Party for a claim based on a settlement agreement entered into by the other Party with a third party unless the first Party hereof has previously consented to the settlement agreement, which consent shall not be unreasonably withheld.

8 TERMINATION

- 8.1 Notwithstanding anything contained herein to the contrary, this Contract may be terminated and the Transaction contemplated hereby abandoned at any time prior to the Closing:
- 8.1.1 By mutual written consent of the Seller and the Buyer; or
- 8.1.2 By either the Seller or the Buyer, if the Transaction shall not have been closed on or prior to 30 August, 2003, provided, however, that the Party seeking termination or abandonment hereof is not in breach of any material respect of any of its representations, warranties covenants or agreements contained in this Contract.
- 8.2 In the event of termination by the Seller or by the Buyer pursuant to Section 8.1.2, a written notice of termination thereof shall be given to the other Party 7 (seven) Business Days prior to the termination hereof, and the Transaction contemplated hereby shall be terminated.
- 8.3 Nothing in this Section 8 shall be deemed to relieve either Party from any liability for any breach by such Party of the terms and provisions of this Contract or to impair the right of either Party to compel specific performance by the other Party of its obligation under this Contract.

9 FEES, EXPENSES AND TAXES

- 9.1 Neither the Seller nor the Buyer (including for the purpose of this Section their



respective officers, directors, employees, affiliates, or associates) have employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Transaction contemplated by this Contract.

- 9.2 Whether or not the Transaction contemplated hereby is consummated and except as otherwise specifically provided in this Contract, all costs and expenses incurred in connection with this Contract and the Transaction contemplated hereby shall be borne and paid by the Party incurring such costs or expenses.
- 9.3 A Party in breach of this Contract shall, on demand, indemnify and hold harmless the other Party from and against all reasonable out-of-pocket expense, including but not limited to, legal fees, incurred by such other Party by reason of the enforcement and protection of its rights under this Contract. The payment of such expense is in addition to any other relief or remedy to which such other Party is entitled.
- 9.4 The Seller shall be responsible for all the applicable Taxes attributable to and arising out of the Transaction, including any penalties and/or fines and hereby undertakes and agrees to fully indemnify the Buyer in respect of any and all costs, expenses, losses, damages or liabilities occasioned by the Seller's failure to pay the same.

10 GOVERNING LAW AND ARBITRATION

- 10.1 This Contract shall be governed by, construed, interpreted and enforced in accordance with the laws of England and such generally accepted principles and practices of the international petroleum industry and other generally accepted principles of international law as may apply.
- 10.2 All disputes arising in connection with this Contract shall be first settled amicably. Failing such settlement, the Parties of the disputes hereby consent to submit such dispute for arbitration in accordance with Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"). All arbitration proceedings shall be held in London unless otherwise agreed by the Parties and shall be in English. The number of arbitrators shall be three. The Claimant shall appoint one arbitrator and the Respondent shall appoint another arbitrator. In case that the Respondent fails to nominate an arbitrator within thirty (30) days after receipt of written request to do so, the claimant may request in writing the President of International Court of Justice to appoint the arbitrator. The arbitrators nominated by the Claimant and the Respondent or

the President of International Court of Justice, as the case may be, shall appoint the Third Arbitrator to preside over the arbitration. Failing such an appointment of the Third Arbitrator in this manner within thirty (30) days after the appointment of the arbitrator of the Respondent, the President of International Court of Justice shall appoint the Third Arbitrator of the tribunal. The arbitrators shall have the authority to decide the controversy or claim. The decisions of the majority of the arbitrators shall be final and binding on the Parties of the disputes. Unless otherwise determined by the Arbitration each of the Parties of the disputes shall bear its own cost of the arbitration.

11 GENREAL PROVISIONS

- 11.1 **ASSIGNMENT:** This Contract and the rights and obligations hereunder shall not be assignable or transferable by the Seller or the Buyer, including by operation of law in connection with a merger, or sale of substantially all the assets of the Seller or the Buyer, without the prior written consent of the other Party hereto.
- 11.2 **NO THIRD PARTY BENEFICIARIES:** This Contract is for the sole benefit of the Parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.
- 11.3 **AMENDMENTS:** This Contract may not be amended or modified except by a written instrument signed by each of the Parties hereto.
- 11.4 **COUNTERPARTS:** This Contract has been executed in two (2) counterparts in the English language.
- 11.5 **ENTIRE CONTRACT:** This Contract contains the entire agreement, contract and understanding among the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, contracts and understandings relating to the subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

12 NOTICES

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be (a) delivered in person, (b) transmitted by telefax, or (c) sent by registered mail or postage prepaid, to the applicable addresses set forth below, or

at other addresses as may have been specified by the receiver.

If to the Seller

Attention:

Fax:

Copy to:

Fax:

If to the Buyer

Attention: Mr Peter Luis O Gross
Stockerstrasse 44
PO Box 1078
CH-8039 Zurich

Fax: +41 43 210 8090

Copy to: --

Fax: --

Notices and other communications shall be deemed to have been received (a) when delivered if delivered in person, (b) when a confirmation of a telefax is received, and (c) on the actual receipt of a notice on the receipt of the registered mail or postage prepaid.

Handwritten signature or initials in black ink, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed by their authorized representatives as of the day and year first above written.

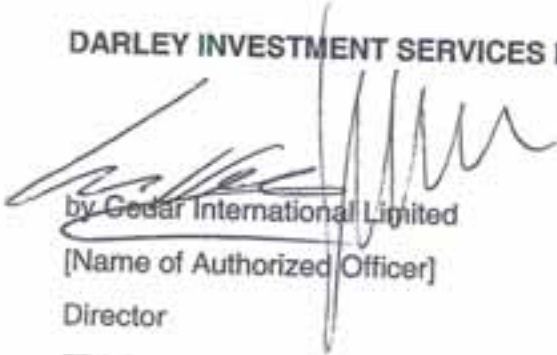
CNPC INTERNATIONAL LIMITED

Witness:

[Name of Authorized Officer]

[Title]

DARLEY INVESTMENT SERVICES INC.



by Cedar International Limited
[Name of Authorized Officer]
Director
[Title]

Witness:



Все акции ОАО "СНПС-Актобемунайгаз", принадлежащие государству, сегодня проданы на KASE четырьмя лотами за 22,6 млрд тенге (\$150,2 млн)

/KASE, 29.05.03/ – Казахстанская фондовая биржа (KASE) сообщает о том, что 29 мая 2003 года в торговой системе биржи на открытых торгах четырьмя неделимыми лотами проданы все 2 484 653 простые именные акции (KZ1C15990118, официальный список KASE категории "А", AMGZ, номинал 1 500,0 тенге) ОАО "СНПС-Актобемунайгаз" (ОАО "СНПС-АМГ", Актобе), принадлежащие правительству Республики Казахстан.

Государственный пакет акций (ГПА) включал в себя 25,12% от общего количества выпущенных акций ОАО "СНПС-АМГ" при объявленном, выпущенном (оплаченном) уставном капитале эмитента в размере 14 835 637 500 тенге.

Как сообщалось ранее, ГПА был выставлен на торги четырьмя неделимыми лотами в виде:

- блокирующего пакета, состоящего из 2 236 619 простых именных акций (22,61% от общего количества выпущенных акций или 25,0% от общего числа простых акций плюс одна акция, торговый код NZ_AMGZ_22.61);
- пакета, состоящего из 98 904 простых именных акций (1,00% от общего количества выпущенных акций или 1,11% от общего числа простых акций, торговый код NZ_AMGZ_1/1);
- пакета, состоящего из 98 904 простых именных акций (1,00% от общего количества выпущенных акций или 1,11% от общего числа простых акций, торговый код NZ_AMGZ_1/2);
- пакета, состоящего из 50 226 простых именных акций (0,51% от общего количества выпущенных акций или 0,56% от общего числа простых акций, торговый код NZ_AMGZ_0.51).

Согласно условиям продажи, установленным Комитетом государственного имущества и приватизации Министерства финансов Республики Казахстан (Комитет), реализация второго, третьего и четвертого пакетов должна была начаться после продажи блокирующего пакета.

Торги блокирующим пакетом (NZ_AMGZ_22.61) были открыты на KASE 28 мая. Однако покупатели и продавец, в качестве которого выступало уполномоченное Комитетом ТОО "KIB ASSET MANAGEMENT Ltd." (Алматы), не сошлись в цене. В ходе продолженных 29 мая торгов цена продавца была снижена 27-ю заявками с 19 949,98 тенге до 9 100,00 тенге за акцию. Покупатели увеличили цену спроса, подав в торговую систему KASE 20 заявок, с 5 500,00 до 9 100,00 тенге за акцию. После достижения ценового компромисса на уровне 9 100,00 тенге за акцию (\$60,43) открылись торги методом франкфуртского аукциона, в ходе которых покупателям была предоставлена возможность поднять цену, однако этого не произошло. В результате блокирующий пакет акций ОАО "СНПС-АМГ" был продан за 20 353 232 900,00 тенге или 135 156 603,36 долларов США по текущему биржевому курсу тенге к доллару, установленному на KASE сегодня в ходе утренней сессии (150,59 тенге за доллар).

После открытия франкфуртского аукциона по блокирующему пакету ТОО "KIB ASSET MANAGEMENT Ltd." приступил к продаже оставшихся пакетов. В результате этих торгов все три пакета были проданы по цене 9 110,00 тенге за акцию (\$60,50):

- пакет NZ_AMGZ_1/1 продан за 901 015 440,00 тенге (\$5 983 235,54);
- пакет NZ_AMGZ_1/2 продан за 901 015 440,00 тенге (\$5 983 235,54);
- пакет NZ_AMGZ_0.51 продан за 457 558 860,00 тенге (\$3 038 441,20).

Общая сумма сделок по продаже всего ГПА ОАО "СНПС-АМГ" на KASE 29 мая 2003 года составила 22 612 822 640,00 тенге или 150 161 515,64 долларов США по текущему биржевому курсу.

Судя по поданным заявкам, в торгах ГПА принимало участие три члена KASE, в том числе указанный выше продавец и два покупателя. Гарантийные взносы для покупателей накануне торгов внесли четыре члена KASE.

Расчеты по результатам торгов ГПА должны быть проведены в соответствии со статьей 7 внутреннего документа KASE "Государственные пакеты акций. Порядок допуска к продаже на торгах и расчетов по итогам торгов" (<http://www.kase.kz/geninfo/normbase/gpa.asp>). Так как владелец ГПА не установил иной срок оплаты, нежели предусмотренный указанным порядком, сумма сделки за вычетом гарантийного взноса и комиссионного сбора KASE должна быть зачислена покупателем на корреспондентский счет ЗАО "Центральный депозитарий ценных бумаг" (Алматы) в течение семи рабочих дней со дня ее заключения. В случае неперечисления денег по каким-либо сделкам в указанный срок, данные сделки будут аннулированы KASE, о чем будет опубликовано соответствующее сообщение.

[2003-05-29]

Блокирующий ГПА ОАО "СНПС-Актобемунайгаз" не был продан на торгах KASE 28 мая, участники не сошлись в цене

/KASE, 28.05.03/ - Казахстанская фондовая биржа (KASE) сообщает, что по итогам проведенных 28 мая 2003 года в торговой системе KASE торгов по продаже государственного пакета акций (ГПА) ОАО "СНПС-Актобемунайгаз" (ОАО "СНПС-АМГ", Актобе), состоящего из 2 236 619 простых именных акций (22,61% от общего количества выпущенных акций или 25,0% от общего числа простых акций плюс одна акция, торговый код NZ_AMGZ_22.61), пакет продан не был.

В ходе торга продавец, в качестве которого выступало уполномоченное Комитетом государственного имущества и приватизации Министерства финансов Республики Казахстан (Комитет) ТОО "KIB ASSET MANAGEMENT Ltd." (Алматы), снизило цену предложения с 23 446,00 тенге до 19 949,98 тенге за акцию, то есть на 14,9%. Цена спроса в ходе торга поднялась с 5 500,00 тенге до 8 050,00 тенге за акцию или на 46,4%. По итогам торга контрагенты не сошлись в цене, и сделка не состоялась.

Торги транслировались в режиме реального времени в сети Интернет по http://bird.kase.kz/applets/nz_amgz_2261.html.

После окончания торгов ТОО "KIB ASSET MANAGEMENT Ltd." предоставило KASE письмо Комитета, в котором говорится, что с 29 мая 2003 года выставление заявок на продажу упомянутого ГПА ОАО "СНПС-АМГ" на KASE приостанавливается до особого распоряжения Комитета.

Так как реализация на бирже трех других ГПА ОАО "СНПС-АМГ" планировалась только после продажи вышеуказанного блокирующего пакета, приведенное распоряжение фактически приостанавливает продажу всех акций ОАО "СНПС-АМГ", принадлежащих государству, на неопределенное время.

[2003-05-28]

Простые акции ОАО "СНПС-Актобемунайгаз" (Казахстан) прошли процедуру листинга на KASE по категории "А"

/KASE, 26.05.03/ - Решением Биржевого совета Казахстанской фондовой биржи (KASE) от 26 мая 2003 года простые именные акции ОАО "СНПС-Актобемунайгаз" (Актобе) первой эмиссии (KZ1C15990118; 1 500,0 тенге; 13 419 705 000 тенге) включены в официальный список ценных бумаг KASE категории "А". На KASE акциям присвоен торговый код AMGZ.

Дата вступления в силу вышеупомянутого решения Биржевого совета (дата, с которой акции будут включены в официальный список ценных бумаг KASE) будет объявлена дополнительно после оплаты эмитентом вступительного и первого ежегодного листинговых сборов за данные ценные бумаги (Договор о листинге между KASE и ОАО "СНПС-Актобемунайгаз" уже заключен).

О дате открытия торгов акциями на KASE также будет сообщено позднее. В торговой системе KASE акции будут котироваться в тенге с точностью до второго знака после запятой.

Статус маркет-мейкера простых акций ОАО "СНПС-Актобемунайгаз" на KASE на основании поданного заявления присвоен TOO "KIB ASSET MANAGEMENT" (Алматы).

Впервые простые и привилегированные акции ОАО "СНПС-Актобемунайгаз" были выведены на нелистинговую площадку KASE 11 ноября 1997 года. В период с 10 февраля 1998 года по 01 апреля 1999 года акции торговались в официальном списке ценных бумаг KASE категории "В", а с 01 апреля 1999 года и до настоящего времени - вновь на нелистинговой площадке. Простые акции имеют торговый код AMGZ, привилегированные - AMGZp.

Основные виды деятельности компании: разработка и добыча углеводородного сырья; бурение поисковых, разведочных, оценочных, структурных и эксплуатационных скважин; поиск, разведка и эксплуатация нефтяных и газовых месторождений, переработка нефти и газа; транспортировка и реализация нефти, газа и продуктов их переработки; получение и реализация электро- и теплоэнергии; строительство трубопроводов и трубопроводная транспортировка; разработка и добыча пробуренного минерального ресурса и минерального ресурса совместного происхождения, их реализация и другие виды деятельности в соответствии с уставом Компании и имеющимися лицензиями.

[2003-05-26]

ОПРЕДЕЛЕН ПОРЯДОК ПРОДАЖИ НА KASE ГПА ОАО "СНПС-АКТОБЕМУНАЙГАЗ"

/KASE, 27.05.03/ - Решением Правления Казахстанской фондовой биржи (KASE) от 27 мая 2003 года на основании уведомления уполномоченного Комитетом государственного имущества и приватизации Министерства финансов Республики Казахстан TOO "KIB ASSET MANAGEMENT Ltd." (Алматы) от той же даты определены условия продажи государственного пакета акций (ГПА) ОАО "СНПС-Актобемунайгаз" (ОАО "СНПС-АМГ", Актобе).

Как сообщалось ранее, правительство хочет продать на открытых биржевых торгах ГПА, состоящий из 2 484 653 простых именных акций (KZ1C15990118, официальный список KASE категории "А", AMGZ) ОАО "СНПС-АМГ" номинальной стоимостью 1 500,00 тенге каждая, что составляет 25,12% от общего количества выпущенных акций при объявленном, выпущенном и оплаченном уставном капитале эмитента в размере 14 835 637 500 тенге.

Решением Правления KASE определено, что ГПА выставляется на торги в следующем порядке:

- пакет, состоящий из 2 236 619 простых именных акций (22,61% от общего количества выпущенных акций ОАО "СНПС-АМГ" или 25,0% от общего числа простых акций, торговый код NZ_AMGZ_22.61), будет предложен на продажу единым неделимым лотом 28 мая 2003 года;
- пакет, состоящий из 98 904 простых именных акций (1,00% от общего количества выпущенных акций или 1,11% от общего числа простых акций, торговый код NZ_AMGZ_1/1), будет предложен на продажу единым неделимым лотом только после заключения сделки по ГПА NZ_AMGZ_22.61;
- пакет, состоящий из 98 904 простых именных акций (1,00% от общего количества выпущенных акций или 1,11% от общего числа простых акций, торговый код NZ_AMGZ_1/2), будет предложен на продажу единым неделимым лотом только после заключения сделки по ГПА NZ_AMGZ_22.61;
- пакет, состоящий из 50 226 простых именных акций (0,51% от общего количества выпущенных акций или 0,56% от общего числа простых акций, торговый код NZ_AMGZ_0.51), будет предложен на продажу единым неделимым лотом только после заключения сделки по ГПА NZ_AMGZ_22.61.

Если ГПА NZ_AMGZ_22.61 не будет продан 28 мая 2003 года, торги им будут продолжены в следующие рабочие дни. Согласно информации TOO "KIB ASSET MANAGEMENT Ltd." другие пакеты (NZ_AMGZ_1/1, NZ_AMGZ_1/2 и NZ_AMGZ_0.51) будут предлагаться на продажу последовательно только после заключения сделки по NZ_AMGZ_22.61 в тот же день либо в последующие рабочие дни.

Упомянутым решением Правления биржи на основании сообщения TOO "KIB ASSET MANAGEMENT Ltd." гарантийный взнос для потенциальных покупателей устанавливается в размере 10% от номинальной стоимости приобретаемых акций. Этот взнос должен быть перечислен на корреспондентский счет KASE в Управлении платежных систем Национального Банка Республики Казахстан #900161427 (МФО 190201125, РИН 600200049149) до начала торгов.

Торги будут проходить в указанные даты в рамках сессии по негосударственным эмиссионным ценным бумагам на KASE с 11:30 до 17:00 алматинского времени.

Расчеты по результатам торгов указанными ГПА должны быть проведены в соответствии со статьей 7 внутреннего документа KASE "Государственные пакеты акций. Порядок допуска к продаже на торгах и расчетов по итогам торгов" (<http://www.kase.kz/geninfo/normbase/gpa.asp>). Так как владелец ГПА не установил иной срок оплаты, нежели предусмотренный указанным порядком, сумма сделки за минусом гарантийного взноса и комиссионных биржи должна быть зачислена покупателем на корреспондентский счет ЗАО "Центральный депозитарий ценных бумаг" (Алматы) в течение семи рабочих дней со дня ее заключения.

[2003-05-27]