

PRODUCTION ENHANCEMENT CONTRACT

Dated 19th of August, 1999

between

Joint Stock Company UZGEONEFTEGAZDOBYCHA

and

BAKER HUGHES (Cyprus) LIMITED

and

Joint Stock Company UZNEFTEPERERABOTKA

North Urtabulak Field

Republic of Uzbekistan

**[table of contents omitted]*

PRODUCTION ENHANCEMENT CONTRACT

This Production Enhancement Contract ("Contract") is made the 19th day of August, 1999 between

Joint Stock Company Uzgeoneftegazdobycha organized under the laws of the Republic of Uzbekistan (together with its successors and assigns, "Uzgeoneftegazdobycha") and

Baker Hughes (Cyprus) Limited, a corporation organized under the laws of Cyprus (together with its respective successors and assigns, "Contractor"), and

Joint Stock Company Uzneftepererabotka organized under the laws of the Republic of Uzbekistan (together with its successors and assigns "Refining Agent")

WHEREAS

All Hydrocarbons (as defined herein) existing within the territory of Uzbekistan are a national resource owned and controlled by the Republic of Uzbekistan.

National Holding Company Uzbekneftegaz ("UNG") has the exclusive legal right to carry on all petroleum operations in the country.

Uzgeoneftegazdobycha, an Associated Entity of UNG, has the exclusive legal right and entitlement to carry on all operations with respect to the Hydrocarbons in the Field (as defined herein).

The Refining Agent, an Associated Entity of UNG, has the legal right, entitlement and capabilities to carry out crude oil refining operations in the country.

In accordance with the attached Guarantee Agreement, UNG has authorized this Contract and grants to Uzgeoneftegazdobycha and Refining Agent the right to enter into this Contract with the Contractor.

Uzgeoneftegazdobycha wishes to promote the development of the Field, and the Contractor has agreed to perform for Uzgeoneftegazdobycha and the Refining Agent, but at the risk and cost of the Contractor, those activities related to the enhancement or acceleration of production of the Liquid Hydrocarbons located in the Field, as further specifically set forth herein and as to be set forth in the Work Program and Budget as further specifically set forth in Clause 3.1 ("Operating Services").

The Contractor has the financial capacity, technical ability and professional expertise necessary to perform the Operating Services.

The Parties have agreed that payments due to the Contractor in relation to the Operating Services will be made solely from Incremental Production attributable to the Operating Services as established in Clause 12.

Uzgeoneftegazdobycha shall store and transport to the Refining Agent the Incremental Production produced from the Field at its risk and cost as further specifically set forth herein ("Transportation Services").

Refining Agent shall refine the Incremental Production from the Field and store the resulting petroleum products until such products are sold at its risk and cost as further specifically set forth herein ("Refining Services").

Marketing Agent shall market and sell for export the petroleum products refined from the Incremental Production produced from the Field at its risk and cost as further specifically set forth herein ("Marketing Services").

NOW, THEREFORE, the Parties hereby agree on the following terms and conditions to govern this Contract:

CLAUSE 1 - DEFINITIONS

The following terms shall have the following meanings for purposes of this Contract:

"AFE" shall mean an authorization for expenditure form containing all information referred to in Clause 7.4 together with any other information deemed appropriate by the Project Manager.

"Associated Entity" shall mean, with respect to the Parties, and any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, whether through ownership of voting securities or otherwise. For the avoidance of doubt, any Uzbekistan government, ministry, governmental agency (whether or not acting in a commercial capacity) or political subdivision shall be considered an Associated Entity of Uzgeoneftegazdobycha. Any group consisting of more than one Associated Entity shall be referred to as "Associated Entities".

"Baseline Production" shall have the meaning set forth in Clause 8.

"Business Day" shall mean any day other than a Saturday, Sunday or recognized holiday in Uzbekistan.

"Calendar Year" shall mean the period from and including January 1 in any year through and including December 31 in the same year.

“Contract” shall mean this Production Enhancement Contract, including all schedules, exhibits and annexes hereto, as amended or supplemented from time to time.

“Contractor” shall have the meaning set forth in the first paragraph of this Contract and any replacement Contractor appointed pursuant to Clause 26.

“Contractor Well” shall mean any well that the Contractor has either drilled or used in the Field for any purpose during the term of this Contract.

“Contractor’s Allocation” shall mean that portion of Production due to Contractor as compensation for the Contractors’ services hereunder as described in Clause 12.

**[definition of commercial terms omitted]*

**[definition of commercial terms omitted]*

“Effective Date” shall mean the date of registration of this Contract.

"Environmental Claim" shall mean: (a) any liabilities, costs or expenses arising from or relating to any claim, including but not limited to claims by either party, by the Uzbekistan Government or governmental authority or any other third party, for personal injury, property damage, or damage to natural resources or the environment (whether based on negligent acts or omissions, statutory liability, or strict liability without fault or otherwise), in connection with the Contract or the activities or operations conducted therein; (b) any liabilities, costs or expenses arising from or relating to any investigation, study, remediation or abatement of any Release, to the extent required by Environmental Law, in connection with the Contract or the activities or operations conducted therein; or (c) any fines or penalties assessed for non-compliance with Environmental Law in connection with the Contract or the activities or operations conducted therein.

"Environmental Law" shall mean any law of Uzbekistan relating to: (a) conservation, improvement, protection, pollution, contamination or remediation of the environment; (b) any Release, including, without limitation, investigation and cleanup of such Release or threatened Release; and (c) the storage, treatment, disposal, recycling or transportation of any Hazardous Substance.

“Event of Force Majeure” shall have the meaning set forth in Clause 21.2.

“Field” shall mean the “Field” specified in Annex A hereto.

"Hazardous Substance" shall mean any pollutant, contaminant, constituent, chemical, mixture, raw material, intermediate product, finished product or by-product, Hydrocarbon or any fraction thereof, asbestos or

asbestos-containing-material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive, infectious, disease-causing or hazardous substance, material, waste or agent, including, without limitation, all substances, materials or wastes which are identified or regulated under any Environmental Law.

“Hydrocarbons” shall mean Liquid Hydrocarbons and Natural Gas.

“Incremental Production” shall mean, for any Month, all Production in excess of Baseline Production for such Month.

“International Oil Industry Standards” shall mean such practices and procedures employed generally in the petroleum industry throughout the world by prudent and diligent operators under conditions and circumstances similar to those experienced in connection with the relevant aspect or aspects of the Operating Services.

“LIBOR” shall mean the one (1) month term London interbank offered rate for Dollar deposits as published by the Wall Street Journal or, if not published therein, by the Financial Times of London.

“Liquid Hydrocarbons” shall mean crude mineral oil obtained from the Field, regardless of gravity, which is in a liquid state at the wellhead or after extraction using separation equipment or which is obtained from Natural Gas in a liquid form as the result of natural condensation.

"Marketing Agent" shall mean the representative appointed by the parties to this contract to market, sell and monetize the refined products generated under this agreement. fiscal terms .

"Marketing Agent Agreement" shall mean in the form as attached to this Contract as Annex F, pursuant to which Marketing Agent will be bound to the terms of this Contract and accepts its rights and obligations as described or referred to herein.

“Measurement Point” shall mean the location of the relevant collection site and measurement devices required to measure Hydrocarbon Production from each well.

“Month” shall mean a calendar month.

“Natural Gas” shall mean Wet gas, Dry gas, all other gaseous hydrocarbons and all substances contained therein, which are produced from oil or gas wells, excluding Liquid Hydrocarbons that condense naturally upstream of the Measurement Point.

“Parties” shall mean Uzgeoneftegazdobycha, the Refining Agent, the Marketing Agent and the Contractor. A “Party” shall mean any one of the Parties.

“Person” shall mean any individual, corporation, association, joint venture, partnership, trust, limited liability company, joint-stock company, unincorporated organization or government, or any agency or political subdivision thereof.

“Production” shall mean the Liquid Hydrocarbon production obtained from the exploitation of the Field.

**[definition of commercial terms omitted]*

“Release” shall mean any spill, discharge, leak, emission, injection, escape, dumping, leaching, dispersal, emanation, migration or release of any Hazardous Substance into the environment, including, without limitation, the abandonment or discard of barrels, containers, tanks or other receptacles containing or previously containing any Hazardous Substance.

“Takeover Date” shall mean the date on which the Contractor assumes control and responsibility for any Contractor Well.

“Tonne” shall mean a quantity consisting of 1000 kilograms, corrected to a temperature of 15 degrees Celsius under 101.3 kilo pascals of pressure (one atmosphere).

“Transfer” shall mean any sale, assignment, delegation, transfer or other disposition by any means (including by way of pledge or other similar encumbrance) of all or any part of a Party’s rights or obligations under this Contract; provided that “Transfer” shall not include a pledge of a Contractor’s rights to receive the Contractor’s Allocation that (a) is made as part of a bona fide financing transaction to enable a Contractor to perform the Operating Services hereunder and (b) does not purport to delegate to the pledgee or any other Person any of the Contractor’s other rights or obligations hereunder, or give such pledgee or other Person any right to attach, seize or execute on the Contractor’s participation or to transfer or convey all or any part of such participation to any third party.

“Work Program and Budget” shall mean a Work Program and Budget for any phase of the Operating Services prepared and submitted to the Operating Committee in accordance with Clause 7, as amended or supplemented from time to time in accordance with this Contract.

“\$” or “Dollar(s)” shall mean the lawful currency of the United States of America.

CLAUSE 2 - OBJECTIVE

2.1 The objective of this Contract is to increase Production from certain Hydrocarbon reservoirs within the Field by improving the efficiency of Field

development and by applying modern technologies and drilling and production methods, subject to the terms and conditions set forth herein.

2.2 The Contractor shall conduct the Operating Services hereunder not for its own account, but only for the accounts of Uzgeoneftegazdobycha and Refining Agent subject to the terms and conditions set forth herein.

2.3 Uzgeoneftegazdobycha shall conduct the Transportation Services hereunder for its own account and for the accounts of the Contractor and Refining Agent subject to the terms and conditions set forth herein.

2.4 The Refining Agent shall conduct the Refining Services hereunder for its own account and for the accounts of the Contractor and Uzgeoneftegazdobycha, subject to the terms and conditions set forth herein.

2.5 **[contains commercial terms omitted]*

2.6 **[commercial terms omitted]*

CLAUSE 3 - OPERATING SERVICES

3.1 On the terms and subject to the conditions set forth in this Contract, the Contractor undertakes to provide the following services (the "Operating Services") for Uzgeoneftegazdobycha and the Refining Agent:

(a) to fulfill, at its sole risk and expense, to increase the Production of the Field to the extent set out in the Development Plan by utilizing new drilling, completion and production methods pursuant to the Development Plan; and

(b) to provide any other service necessarily required to be provided by the Contractor to fulfill its obligations under the Operating Services as set forth in this Contract.

3.2 The Contractor and Uzgeoneftegazdobycha will measure Production at the relevant Measurement Point.

3.3 Contractor will use its best efforts to ensure that Contractor Wells do not adversely affect existing producing wells of Uzgeoneftegazdobycha which abut Contractor Wells.

3.4 It is the understanding of the Parties that:

(a) all activities involved in the provision of the Operating Services shall be carried out by the Contractor for the accounts of Uzgeoneftegazdobycha and the Refining Agent;

(b) all costs incurred in the provision of the Operating Services by the Contractor or one of its Associated Entities or subcontractors shall be funded

directly by the Contractor and not by Uzgeoneftegazdobycha or the Refining Agent;

(c) such costs shall be recoverable by the Contractor only from and to the extent of Contractor's Allocation as described herein; and

(d) Upon notification by Contractor of its completion of Operating Services with respect to a particular Contractor Well, Uzgeoneftegazdobycha shall thereafter re-assume all operations relating to such well, including Production operations, subject specifically to Clause 8.2 as well as all other provisions of this Contract.

CLAUSE 4 –

**[commercial terms omitted]*

CLAUSE 5 -

5.1 (a) (b) (c) (d) **[commercial terms omitted]*

5.2 (a) **[commercial terms omitted]*

(b) Uzgeoneftegazdobycha shall advise the Contractor of all permits and licenses which the Contractor and its subcontractors and suppliers require under the laws of Uzbekistan to carry out the Operating Services and shall assist in obtaining such permits and licenses. If, notwithstanding the fact that the Contractor and its subcontractors and suppliers have fulfilled the requirements of such permits and licenses, they are not granted, then the Contractor may terminate this Contract in accordance with Clause 15.

5.3 Uzgeoneftegazdobycha shall undertake no actions which result in an adverse impact on Production from the Contractor Wells, including, but not limited to, any decision or action related to the reservoir or production facilities. Subject to review and approval by the Operating Committee, Uzgeoneftegazdobycha shall compensate the Contractor by calculating the Production which otherwise would have been achieved and applying that calculation to increase the Contractor's Allocation accordingly.

5.4 (a) Uzgeoneftegazdobycha shall allow the Contractor to use, in activities relating to the Operating Services, all of its rights to the use of land, rights of way and rights of passage, water rights, and other rights of any nature whatsoever relating to the Field until the termination of this Contract in accordance with Clause 15. The Contractor shall be entitled to use such rights solely in connection with activities relating to the Operating Services, and may not use them for any other purpose or transfer or otherwise dispose of such rights in any manner without the prior consent of Uzgeoneftegazdobycha. Such

rights in respect of activities relating to the Operating Services are granted to the Contractor with respect to the Field on an exclusive basis. However, in no event will the exercise of such rights by the Contractor imply any assignment of title on the part of Uzgeoneftegazdobycha, nor will it deprive Uzgeoneftegazdobycha of the use of such rights so far as such use does not in any way interfere with the activities contemplated in this Contract. Uzgeoneftegazdobycha shall provide all reasonable assistance to the Contractor upon request in securing such rights to facilitate the orderly provision of the Operating Services. Contractor shall not be required to compensate Uzgeoneftegazdobycha for the use of such rights.

(b) Uzgeoneftegazdobycha shall be obligated to supply to the Contractor Natural Gas, fuel, water and electric power of the quality and in the quantity as required by the Contractor for the purpose of conducting Operating Services, including, but not limited to, Natural Gas for purposes of gas lift. Contractor shall not be required to compensate Uzgeoneftegazdobycha for supplying such items beyond the implicit compensation calculated in the deemed Dollar value per tonne product price of Contractor's Allocation as specified in Clause 24.12 herein.

5.5 Uzgeoneftegazdobycha shall use its best efforts to ensure that its operations and activities do not in any way conflict or interfere with those of the Contractor in performing the Operating Services.

5.6 All contracts or other arrangements for the furnishing of goods or services to the Contractor or any Associated Entity of the Contractor shall be on terms that would be no less favorable to the Contractor than the terms that could reasonably be obtained in respect of a similar contract or arrangement between the providers of such goods or services and Uzgeoneftegazdobycha.

5.7 The Contractor will be required to contract for any required goods or services in such a manner as to ensure that it obtains the most advantageous cost in keeping with the objectives of this Contract, and to take into account both quality as well as delivery time for such goods or services, and the consultation of the Operating Committee. In cases where there is a supply of both Uzbekistan goods or services (i.e. such goods as are manufactured in Uzbekistan) as well as non-Uzbekistan goods or services (including goods or services available from Uzgeoneftegazdobycha), the participation of such Uzbekistan goods or services in the bidding or contracting process must be assured, and when such Uzbekistan goods or services are equivalent in cost, quality and delivery time to the non-Uzbekistan goods or services, the Contractor will acquire such Uzbekistan goods or services. In any event, in order to guarantee the optimal quality of the goods or services acquired, any non-Uzbekistan supplier of goods or services must comply with the same requirements as are imposed on any Uzbekistan supplier of goods or services. For the purposes of this clause, Uzbekistan goods or services will be understood to mean those goods or services supplied by offices or plants that provide such goods or services in Uzbekistan.

5.8 The Contractor shall be responsible for engaging employees, subcontractors, agents and other representatives in the course of the Operating Services. The Contractor shall be exclusively responsible for the performance of the obligations assumed in respect of employees (if any) performing the Operating Services by virtue of any law or regulation of Uzbekistan relating to the relations between employers and employees. The Contractor will not have any obligation to engage any current employees of Uzgeoneftegazdobycha or any of its Associated Entities, subcontractors or agents.

CLAUSE 6 –

**[commercial terms omitted]*

CLAUSE 7 –

**[financial and commercial terms omitted]*

CLAUSE 8 - PRODUCTION MEASUREMENT AND VALUATION

8.1 “Baseline Production” shall mean, for any Month, a volume of Production of Liquid Hydrocarbons in such Month, determined as follows:

(a) for a new well or re-work or re-drill of an existing well which was previously shut in or was a non-producing well, such Baseline Production shall be zero so that all Production from such a well shall be Incremental Production.

(b) **[commercial terms omitted]*

8.2 For information purposes only, Contractor shall have the right to access and copy any data relating to the Field during the term of this Contract.

8.3 Contractor agrees to use modern reservoir engineering practices in carrying out the Work Program with the aim of minimizing the impact on the existing operations of Uzgeoneftegazdobycha which abut the Contractor Wells. In the event that Production from existing Uzgeoneftegadobycha wells falls into decline, and it can be proved that the decline occurred as a direct result of Contractor's Work Program, then Contractor shall, with the approval of the Operating Committee, undertake repair operations of such wells, at its sole cost, to return production to the same level as it was immediately before Contractor began the Work Program.

8.4 For purposes of calculating the Contractor's Allocation, the volume of all Liquid Hydrocarbons will be measured at the relevant Measurement Point. Uzgeoneftegazdobycha shall provide the Contractor with a description of its Production measurement, testing and allocation procedures for the Field. The

Contractor may observe Uzgeoneftegazdobycha in the conduct of measurements of the Production of such wells.

8.5 **[commercial terms omitted]*

CLAUSE 9 - INSURANCE

9.1 Prior to commencing any Operating Services and for so long as any Operating Services are conducted, the Contractor will be required to provide Uzgeoneftegazdobycha and the Refining Agent with satisfactory evidence that it has obtained and is maintaining in force any insurance required by Uzbekistan law.

9.2 Prior to commencing the Transportation Services and for so long as any Transportation Services are conducted, Uzgeoneftegazdobycha will be required to provide Contractor with satisfactory evidence that it has obtained and is maintaining in force any insurance required by Uzbekistan law.

9.3 Prior to commencing the Marketing Services and upon execution of the Marketing Agent Agreement, and for so long as any Marketing Services are conducted, the Marketing Agent will be required to provide Uzgeoneftegazdobycha, the Contractor and the Refining Agent with satisfactory evidence that it has obtained and is maintaining in force any insurance required by Uzbekistan law.

9.4 Prior to commencing the Refining Services and for so long as any Refining Services are conducted, Refining Agent will be required to provide Contractor with satisfactory evidence that it has obtained and is maintaining in force any insurance required by Uzbekistan law.

CLAUSE 10 - WARRANTY AND INDEMNITY

10.1 Contractor shall have no responsibility for any equipment, plant or materials supplied by Uzgeoneftegazdobycha or any of Uzgeoneftegazdobycha's other contractors or suppliers. With regard to equipment, plant or materials furnished by third-party suppliers of Contractor, all such equipment, plant or materials shall be fit for purpose, and Contractor's sole obligation shall be limited to the assignment of such third-party supplier's warranty to Uzgeoneftegazdobycha. Contractor's sole obligation in performance of the Operating Services carried out in the Contract shall be strictly limited to such warranties included in subcontractor or third-party supplier contracts with Contractor for any services, equipment, plant, or materials used in performance of the Operating Services, in accordance with Clause 5.8. Contractor shall supply such warranties from third-party suppliers of Contractor upon request of Uzgeoneftegazdobycha.

10.2 In making interpretations of data, Contractor's employees will give Uzgeoneftegazdobycha the benefit of their best judgment as to the correct interpretation, but Contractor cannot and does not guarantee the accuracy or correctness of these interpretations.

10.3 (a) Uzgeoneftegazdobycha shall provide Contractor with all information concerning well conditions required for the safe and efficient performance of the equipment of Contractor. Uzgeoneftegazdobycha shall notify Contractor of any hazardous or unusual circumstances existing in the well in advance of actual operation of the equipment. The equipment shall be fit for purpose and shall not be operated, serviced, altered, or in any way modified, without prior written approval of Contractor. Notwithstanding anything contained in these terms and conditions to the contrary, in the event equipment of Contractor, its subcontractors or its Associated Entities is lost, destroyed, damaged beyond repair, or abandoned, regardless of the cause, unless caused by the sole negligence of Contractor, any loss incurred as a result of said equipment being lost, damaged beyond repair, or abandoned, shall be reimbursed to Contractor by Uzgeoneftegazdobycha. Lost equipment subsequently recovered shall be returned to Contractor. Any residual value to such returned equipment shall be credited by Contractor to Uzgeoneftegazdobycha. In the event Contractor's equipment is damaged, but, in the sole opinion of the Contractor is repairable, Uzgeoneftegazdobycha shall reimburse Contractor the repair cost as applicable herein for any such damage to Contractor's equipment. All rights in and to equipment shall at all times remain that of Contractor, notwithstanding payment of losses.

(b) Uzgeoneftegasdobycha shall not be responsible for storage and exploitation of Contractor's equipment.

10.4 **[commercial terms omitted]*

10.5.1 Contractor shall defend, indemnify, and hold Uzgeoneftegazdobycha Group and Marketing Agent Group harmless from and against any and all claims, liabilities, damages, and expenses (including without limitation attorneys' fees and other costs of defense), for all injuries to, deaths, or illnesses of persons within Contractor Group, when arising out of or incidental to this Contract, the Operating Services, the Transportation Services, the Refining Services and the Marketing Services, regardless of how, when or where such loss, damage, injury or death occurs, irrespective of insurance coverages whether or not occasioned by or the result in whole or in part of the negligence of fault, whether sole, concurrent, joint, active, or passive, of Uzgeoneftegazdobycha Group and/or Marketing Agent Group or the unseaworthiness of any vessel or un-airworthiness of any aircraft.

10.5.2 Uzgeoneftegazdobycha shall defend, indemnify, and hold Contractor Group and Marketing Agent Group harmless from and against any and all claims, liabilities, damages, and expenses (including without limitation attorneys'

fees and other costs of defense), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract, the Operating Services, the Transportation Services, the Refining Services and the Marketing Services:

- (i) all injuries to, deaths, or illnesses of persons within Uzgeoneftegazdobycha Group, and
- (ii) all damages to or losses of property belonging to any member of the Uzgeoneftegazdobycha Group,

whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group and/or Marketing Agent Group or the un-seaworthiness of any vessel or un-airworthiness of any aircraft.

10.5.3 Marketing Agent, pursuant to Marketing Agent Agreement, shall defend, indemnify, and hold the Contractor Group and Uzgeoneftegazdobycha Group harmless from and against any and all claims, liabilities, demands (including without limitation attorneys' fees and other costs of defense), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract, the Operating Services, the Transportation Services, the Refining Services and the Marketing Services:

- (i) all injuries to, deaths, or illnesses of persons within Marketing Agent Group, and
- (ii) all damages to or losses of property belonging to any member of the Marketing Agent Group,

whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group and/or Uzgeoneftegazdobycha Group or the un-seaworthiness of any vessel or un-airworthiness of any aircraft.

10.6 Uzgeoneftegazdobycha shall defend, indemnify, and hold the Contractor Group and Marketing Agent Group harmless from and against all claims, liabilities, demands, causes of action and judgments (including without limitation attorneys' fees and other costs of defense) of every kind for damage to or loss of property of Thirds Parties, and injuries to or deaths of Third Parties, caused by, resulting from, arising out of or incidental to this Contract, the Operating Services, the Transportation Services, the Refining Services, the Transportation Services, the Refining Services and the Marketing Services regardless of how, when or where such loss, damage, injury or death occurs, irrespective of insurance coverages whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive,

of Contractor Group and/or Marketing Agent Group or the unseaworthiness of any vessel or unairworthiness of any aircraft.

10.7 Uzgeoneftegazdobycha shall defend, indemnify, and hold Contractor Group harmless for loss of or damage to any geological formation, strata, or oil or gas reservoir, or in respect of the escape of such oil and gas from a reservoir, whether or not such loss or damage or escape is caused by Contractor Group's active, passive, concurrent or solely negligent acts or omissions.

10.8 In the event a well being drilled or reworked shall blowout or crater due to Contractor's active, passive or concurrent or solely negligent acts or omissions, Contractor shall bear the cost of killing the well, drilling a relief well(s) or otherwise bringing such well under control, and the costs of redrilling the well and all associated costs of replacement casing, tubulars and other in-well equipment.

10.9 Contractor, at its sole cost and expense, shall correct and remediate all damage caused by Contractor Group due to any fire, explosion, blowout or cratering whether or not occasioned by or the result of the negligence or fault of the Contractor Group. Uzgeoneftegazdobycha shall defend, indemnify, and hold the Contractor Group harmless from and against all claims, liabilities, demands, causes of action and judgments (including without limitation attorneys' fees and other costs of defense) of every kind arising out of or in connection with any such event whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group beyond the cost and expense of such corrective work and remediation.

10.10 Contractor, at its sole cost and expense, shall correct and remediate all damage arising out of or in conjunction with any pollution or contamination of any kind or nature caused by Contractor Group, including but not limited to radioactive contamination, together with all costs of clean up, containment and de-contamination whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group. Uzgeoneftegazdobycha shall defend, indemnify, and hold the Contractor Group harmless from and against all claims, liabilities, demands, causes of action and judgments (including without limitation attorneys' fees and other costs of defense) of every kind arising out of or in connection with any such pollution or contamination whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group beyond the cost and expense of such corrective work and remediation.

10.11 Notwithstanding anything to the contrary contained in this Contract, in no event shall any Party be liable to any other Party for any consequential damages or lost profits that such other Party may suffer. The Parties acknowledge that this Clause is intended only to limit their liability to one another for consequential loss

or damage, and shall not be construed so as to limit their liability to Third Parties or their right to seek indemnification for third party claims in accordance with any other Clause.

CLAUSE 11 - TITLE TO AND USE OF FIXED ASSETS

11.1 The Contractor shall have exclusive title to (or, in the case of capital leases, shall be the named lessee of) all facilities, properties, equipment and other assets used by the Contractor to perform Operating Services hereunder, except for fixed assets owned by Uzgeoneftegazdobycha prior to the Effective Date or subsequently purchased by Uzgeoneftegazdobycha.

11.2 The Contractor shall have the right, but not the obligation, to use, in connection with the Operating Services, all existing wells in the Field, the flow lines between such wells and gathering stations and all electricity lines, gas lines and water lines between the appropriate Measurement Point and such wells, in addition to certain other fixed assets in the Field or outside the Field that are appropriate for the Operating Services, that are owned or leased by Uzgeoneftegazdobycha or its Affiliates. In addition, as part of the Work Program, the Project Manager will work with Uzgeoneftegazdobycha to create a list of such Uzgeoneftegazdobycha assets that the Contractor can use. Uzgeoneftegazdobycha warrants the condition and specification of these assets as being in good condition and fit for use in connection with the Operating Services, and Uzgeoneftegazdobycha shall repair or replace any of such assets that may be damaged, destroyed or lost, regardless of the cause of such damage, loss or destruction. The Contractor shall have no right to use any assets described in this Clause 11.2 for any purpose other than for use directly in connection with the Operating Services. Contractor shall not be required to compensate Uzgeoneftegazdobycha for the use of such fixed assets of Uzgeoneftegazdobycha beyond the implicit compensation calculated in the deemed Dollar value per tonne product price of Contractor's Allocation as specified in Clause 24.12 herein.

11.3 The Contractor shall safeguard and maintain in good condition, subject to normal wear and tear, all assets that the Contractor uses in accordance with Clause 11.2. The Contractor shall not sell, lease or otherwise dispose of any asset that the Contractor uses in accordance with Clause 11.2 without the prior approval of Uzgeoneftegazdobycha.

CLAUSE 12 - **[commercial terms omitted]*

CLAUSE 13 - OTHER PAYMENTS TO GOVERNMENT AND JSC UZGEONEFTEGAZDOBYCHA

13.1 Payments to which Contractor and its Associated Entities and its foreign contractors shall be subject shall be as set forth in the Decree.

13.2 The Parties agree that Contractor shall have no obligation to make any royalty, bonus or other payments to Uzgeoneftegazdobycha or its Affiliates or the Government of the Republic of Uzbekistan in cash, production or services, except as expressly set forth in this Contract. Specifically, Contractor shall not be obligated to pay any annual bonus, signing bonus, severance fees or transfer-back costs to Uzgeoneftegazdobycha or its Affiliates or the Government.

13.3 **[fiscal terms omitted]*

CLAUSE 14 - ACCOUNTING AND AUDIT

14.1 Contractor shall be responsible for keeping complete books and accounts with the assistance of Uzgeoneftegazdobycha reflecting all Contractor's expenses, the calculated value of Incremental Production and the Contractor's Allocation, consistent with international accounting standards as applied to such production enhancement contracts.

14.2 Refining Agent shall be responsible for keeping complete books and accounts reflecting the amounts of Hydrocarbons of the Contractor's Allocation and that of the Uzgeoneftegazdobycha and Refining Agent share of Incremental Production received from Uzgeoneftegazdobycha and respective amounts of refined products released to the Marketing Agent.

14.3 Marketing Agent pursuant to Marketing Agent Agreement, shall be responsible for keeping complete books and accounts reflecting all revenue generated from the sale of the Contractor's Allocation and that of the Uzgeoneftegazdobycha and Refining Agent share of Incremental Production.

14.4 Following the end of each Calendar Year, the statements and accounts for such Calendar Year will be audited, at the expense of Contractor, by an international auditing firm selected by Contractor and, unless disputed by any of the Parties, any adjustments found by such auditors will be reflected in the statement or invoice immediately following the delivery of the report of the auditors.

14.5 All Contractor books will be maintained in Dollars, and only if required, in any local currency. All Uzgeoneftegazdobycha books will be maintained in Uzbekistan soum, and, only if required, in Dollars.

CLAUSE 15 - TERM AND TERMINATION; EXTENSIONS

15.1 The term of this Contract shall begin on the Effective Date and, subject to the terms of Clauses 15.3 and 15.4, terminate eight (8) years from the date of the first Incremental Production from the final Contractor Well.

15.2 Notwithstanding the termination of this Contract, Marketing Agent, pursuant to Marketing Agent Agreement, shall continue to pay to

Uzgeoneftegazdobycha, the Contractor and the Refining Agent all monies due in respect of the sale and monetization of the Incremental Production as set out in Clause 24 herein until all amounts due to Uzgeoneftegazdobycha, the Contractor and the Refining Agent in terms of Clause 24 are fully paid.

15.3 The term of the Contract may be extended by the Contractor with the approval of the other Parties upon request made by the Contractor at least six months prior to the date on which the Contract would otherwise expire. The other Parties may grant or deny such request at their discretion or transfer their rights and obligations under this Contract to another entity approved by Uzgeoneftegazdobycha and Contractor.

15.4 (a) The Contractor will be entitled to terminate this Contract prior to the termination date specified in Clause 15.1, by notice in writing to the other Parties (i) pursuant to Clauses 15.5, 4.3, 5.2 (b), 25.1, 25.2, and 25.7, (ii) upon the breach of any representation or warranty of any of the other Parties, (iii) upon the failure of any of the other Parties to comply with their covenants in this Contract, or (iv) upon the breach of UNG of the Guarantee Agreement. In the event of any such termination, the Contractor shall have no other liability or claims to the other Parties, but shall be entitled to receive all of the proceeds of its allocation that is extracted prior to the termination of the Contract and all other fees that it accrues prior to the termination of the Contract.

(b) Uzgeoneftegasdobycha will be entitled to terminate this Contract prior to the termination date specified in Clause 15.1, by notice in writing to Contractor (i) upon the breach of any representation or warranty of the Contractor, (ii) upon the failure of Contractor to comply with its covenants in this Contract. In the event of any such termination, Uzgeoneftegasdobycha shall have no other liability or claims to Contractor, but shall be entitled to receive all of the proceeds of its allocation that is extracted prior to the termination of the Contract and all other fees that it accrues prior to the termination of the Contract.

15.5. Notwithstanding any other provision of this Contract to the contrary, in the event that the first newly-drilled Contractor Well is deemed by the Contractor in its sole discretion to be un-commercial, then Contractor may elect to terminate this Contract on giving 15 (fifteen) days written notice to the other Parties. In such event, the Parties agree that any production from such well will be exclusively for the benefit of Uzgeoneftegazdobycha, and Uzgeoneftegazdobycha shall have no further obligation to share production or pay the Contractor Allocation, however, in the event of such termination, the Contractor shall have no other liability to the other Parties or their Associated Entities.

CLAUSE 16 - CONTRACTOR WELLS

16.1 Prior to the Takeover Date, Contractor shall have no liability for any well in the Field. A well shall cease to be a Contractor Well as provided in Clause 16.2.

16.2 In the event that the Contractor advises the Operating Committee that it no longer intends to perform any Operating Services on a Contractor Well, Contractor shall plug and abandon such well at its own expense, or Uzgeoneftegazdobycha shall immediately assume responsibility for such well. In the latter such event:

(a) the Contractor shall not plug and abandon such well, and Uzgeoneftegazdobycha shall assume responsibility for such well and at that time, such well shall cease to be a Contractor Well; and

(b) Uzgeoneftegazdobycha may plug and abandon such well or retain such well for possible future use for production or otherwise all at Uzgeoneftegazdobycha's sole cost, risk and expense, except that Uzgeoneftegazdobycha may not during the term of this Contract use such well to drill to a target zone within the Field which is a target within the Development Plan.

In either event, the Contractor shall have no liability for any costs, expenses or damages arising out of or based upon the improper use or plugging and abandoning of such well, and Uzgeoneftegazdobycha shall indemnify and hold harmless the Contractor from and against, any costs, expenses (including without limitation reasonable legal costs, expenses and attorneys' fees), damages and liabilities incident to claims, demands or causes of action of every kind and character brought by or on behalf of any Person, for damage to or loss of property or the environment, or for injury to, illness or death of any Person, in each case to the extent such costs, expenses, damages and liabilities arise from or are based upon the improper use or plugging and abandoning of such well by Uzgeoneftegazdobycha.

CLAUSE 17 - ENVIRONMENTAL MATTERS

17.1 The Parties shall observe all Environmental Laws of the Republic of Uzbekistan when performing their respective obligations under this Contract and shall use their reasonable endeavors, so far as consistent with performing the Operating Services in accordance with International Oil Industry Standards, to protect the natural resources and to avoid pollution and damage to the environment.

17.2 Notwithstanding the provisions of Clause 17.1, the Contractor shall have no liability for any Environmental Claim, other than as set out in Clause 17.3, arising in connection with the Operating Services and Uzgeoneftegazdobycha shall indemnify and hold harmless the Contractor Group against any such Environmental Claim whether or not occasioned by or the result in whole or in

part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group. In the event that the Contractor is threatened with, or believe they may be liable for, any Environmental Claim, they shall promptly notify Uzgeoneftegazdobycha. Uzgeoneftegazdobycha will promptly reimburse the Contractor for any Environmental Claim that they may suffer or incur.

17.3 Contractor shall indemnify and hold harmless Uzgeoneftegazdobycha, Refining Agent and Marketing Agent for control and removal of pollution or contamination which originates above the surface of the land from spills of oils, lubricants, motor oils, normal water base drilling fluid and attendant cuttings, pipe dope, paints, solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities.

17.4 Notwithstanding the provisions of Clause 17.1, the Contractor shall have no liability for any Environmental Claim arising in connection with the Transportation Services and Uzgeoneftegazdobycha shall indemnify and hold harmless the Contractor Group and the other Parties against any such Environmental Claim whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group. In the event that the Contractor is threatened with, or believe they may be liable for, any Environmental Claim, they shall promptly notify Uzgeoneftegazdobycha. Uzgeoneftegazdobycha will promptly reimburse the Contractor for any Environmental Claim that they may suffer or incur.

17.5 Notwithstanding the provisions of Clause 17.1, the Contractor shall have no liability for any Environmental Claim arising in connection with the Refining Services and the Refining Agent shall indemnify and hold harmless the Contractor Group and the other Parties against any such Environmental Claim whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group. In the event that the Contractor is threatened with, or believe they may be liable for, any Environmental Claim, they shall promptly notify the Refining Agent. Refining Agent will promptly reimburse the Contractor for any Environmental Claim that they may suffer or incur.

17.6 Notwithstanding the provisions of Clause 17.1, the Contractor, Uzgeoneftegazdobycha and the Refining Agent shall have no liability for any Environmental Claim arising in connection with the Marketing Services and Marketing Agent shall indemnify and hold harmless the Contractor Group, the Uzgeoneftegazdobycha Group and the Refining Agent Group against any such Environmental Claim whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, or passive, of Contractor Group, the Uzgeoneftegazdobycha Group and/or the Refining Agent Group. In the event that the Contractor, Uzgeoneftegazdobycha or Refining Agent are threatened with, or believe they may be liable for, any

Environmental Claim, they shall promptly notify Marketing Agent. Marketing Agent will promptly reimburse the Contractor, Uzgeoneftegazdobycha and/or the Refining Agent for any Environmental Claim that they may suffer or incur.

17.7 Any Natural Gas produced from the Operating Services, to the extent not used in operations hereunder, may be flared if the processing or utilization hereof is not economical. Such flaring shall be permitted to the extent that gas is not required to effectuate the economic recovery of Hydrocarbons by secondary recovery operations, including repressuring and recycling.

CLAUSE 18 - GOVERNING LAW AND ARBITRATION

18.1 This Contract shall be governed by and construed in accordance with the laws of Sweden excluding conflict rules and choice of law principles.

18.2 (a) Any dispute arising out of or concerning this Contract shall be settled exclusively and finally by arbitration. The arbitration shall be conducted and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (the "ICC Rules"). All arbitration proceedings under this Contract shall be conducted in Stockholm in Sweden. The arbitration proceedings shall be conducted in the English language. The English version of this Contract signed by the Parties shall be used as the official transaction in such proceedings and as the exclusive basis for determining the agreement of the Parties with respect to any matter considered therein. Any decision or award of the arbitral tribunal shall be final and binding upon the Parties. Judgment for execution of any award rendered by the arbitral tribunal may be entered by any court of competent jurisdiction without review of the merits of such award. To the extent permitted by law, any rights to appeal from or to cause a review of any such award by any court or tribunal are hereby waived by the Parties.

(b) To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from attachment in aid of execution of any other legal process (other than pre-judgment attachment) in any action or proceeding conducted pursuant to this Clause 18.2 (including any proceeding for the enforcement of an arbitral judgment) with respect to itself or any of its assets, the Party and any of its Associated Entities hereby irrevocably agrees not to invoke such immunity as a defense, and irrevocably waives such immunity.

18.3 The Parties also acknowledge the applicability of any international treaties relating to the mutual protection of foreign investment to which both Uzbekistan and any country of which a Contractor or a guarantor thereof is a national may now be or hereafter become parties.

CLAUSE 19 - OWNERSHIP OF TECHNOLOGY, INFORMATION AND DATA

19.1 To the fullest extent permitted by applicable law or agreements, the Contractor agrees to make available on reasonable commercial terms their most appropriate technical expertise and technology for use in the provision of the Operating Services, including such technology as can best improve the economic yield or recovery of the Hydrocarbon reservoirs developed and operated by the Contractor under this Contract.

19.2 Any technology specifically developed by the Contractor during the course of its activities under this Contract shall be owned by the Contractor. All geological, geophysical and other data, as well as all other information developed in the course of the activities contemplated by this Contract (other than technology specifically developed by the Contractor) will be owned by Uzgeoneftegazdobycha, but may be used free of charge by the Contractor in connection with the Operating Services during the term of this Contract.

19.3 Subject to Clause 20, Uzgeoneftegazdobycha shall have reasonable access to all data, records and information used or produced by or for the Contractor in connection with the Operating Services, regardless of whether such data, records and information would otherwise be considered proprietary or confidential, and shall have the right to inspect or cause to be inspected any and all facilities used in the Operating Services during regular business hours in a manner that will not materially interfere with the provision of the Operating Services. Uzgeoneftegazdobycha shall not be entitled to use, or to permit its representatives or any other Person to use, for any purpose whatsoever, any proprietary information of any Contractor or any of its respective Associated Entities that is inspected pursuant to this Clause 19.3.

CLAUSE 20 - CONFIDENTIALITY

20.1 All data, records and information referred to in Clause 19.2, and any other information exchanged between the Parties in connection with this Contract, including the terms and conditions of this Contract, ("Confidential Information") shall be treated as confidential by the party receiving such information (the "Receiving Party"), and shall not be disclosed by it to any third party unless the party that provided such information, data or materials (the "Disclosing Party") has given its prior consent to such disclosure.

20.2 Each Receiving Party may disclose such Confidential Information to any of its officers, directors, employees, Associated Entities, agents, subcontractors and advisors who (a) has a need to know the same in connection with carrying out the Operating Services and (b) has been advised of, and agrees to comply with, the restrictions upon such Confidential Information set forth in this Contract as if it were a Receiving Party.

20.3 Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to a third party without the Disclosing Party's prior written consent to the extent such information:

- (a) is already known to the Receiving Party as of the date of disclosure other than as a result of a breach of this Clause 20;
- (b) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party;
- (c) is developed independently by the Receiving Party without the use of any Confidential Information;
- (d) is acquired independently from a third party, which is under no legal obligation known to the Receiving Party prohibiting such disclosure; or
- (e) is required to be disclosed pursuant to any applicable law, decree, regulation, rule or order of any competent authority.

In the event that any Receiving Party is required by applicable law, decree, regulation, rule or order of any competent authority to disclose any Confidential Information supplied to it by any Disclosing Party, the Receiving Party shall promptly notify in writing the Disclosing Party, so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the confidentiality requirement. In the event that such protective order or other remedy is not obtained, then the Receiving Party shall furnish only that portion of such Confidential Information that is legally required to be disclosed.

20.4 Notwithstanding the foregoing, the Contractor may disclose Confidential Information to any Person with whom such Contractor enters into bona fide negotiations for the Transfer of an interest hereunder, or for the financing or ensuring of any activities hereunder, or to their respective advisors, so long as (a) the Confidential Information is limited to such information as the potential transferee, financier, insurer or any such advisor, requires for purposes of evaluating the proposed transaction, and (b) the potential transferee, financier, insurer or advisor, agrees in writing to abide by confidentiality restrictions identical to those set forth in this Clause 20.

20.5 All press releases, advertisements and other announcements or publications by any Party or any of its Associated Entities involving information relating to this Contract or the Operating Services must be approved by all other Parties prior to distribution or dissemination, except to the extent such announcements relate to emergency situations and are reasonably necessary for the protection of the environment or health or safety.

CLAUSE 21 - FORCE MAJEURE

21.1 Failure of a Party to fulfill any obligation incurred under this Contract shall be excused and shall not be considered a default hereunder during the time and to the extent that such non-compliance is caused by an Event of Force Majeure,

except that if the Event of Force Majeure is an act of the Republic of Uzbekistan that is not of general applicability, such Event of Force Majeure shall not preclude an action for damages against Uzgeoneftegazdobycha and/or the Refining Agent for the non-performance of the relevant obligation.

21.2 For the purposes of this Contract, an “Event of Force Majeure” shall mean any event or circumstance, other than lack of finances or an inability to make payment under this Contract for whatever reason, beyond the reasonable control of and unforeseeable by the Party obligated to perform the relevant obligation, or which, if foreseeable, could not be avoided in whole or in part by the exercise of due diligence, including but not limited to strikes, boycotts, stoppages, lockouts and other labor or employment difficulties, fires, earthquakes, tremor, landslides, avalanches, floods, hurricanes, tornadoes, storms, other natural phenomena or calamities, explosions, epidemics, wars (declared or undeclared), hostilities, guerrilla activities, terrorist acts, riots, insurrections, civil disturbance, acts of sabotage, blockades, embargoes, or acts of state or any governmental body. At the request of the Parties, such “Event of Force Majeure” may be verified by an independent third party agreed to by all the Parties to this Contract.

21.3 If any Party cannot comply with any obligation stipulated herein because of an Event of Force Majeure, such Party shall notify the other Parties in writing as promptly as possible giving the reason for non-compliance, particulars of the Event of Force Majeure and the obligation or condition affected. Except as provided in Clause 21.1, any obligation of a Party shall be temporarily suspended during the period in which such Party is unable to perform by reason of an Event of Force Majeure, but only to the extent of such inability to perform. The obligations of the Parties to perform as provided by this Contract through facilities not affected by the Event of Force Majeure shall continue. The Party affected by the Event of Force Majeure shall promptly notify the other Parties as soon as such event has been removed and no longer prevents it from complying with its obligation, and shall thereafter resume compliance with the Contract.

21.4 The Party that has given notice of an Event of Force Majeure shall endeavor to mitigate the effects of such Event of Force Majeure on the performance of its obligations. Where an Event of Force Majeure continues for more than sixty (60) days, the Parties shall meet to review the situation and its implications for operations and to discuss the appropriate course of action in the circumstances. If an Event of Force Majeure occurs that substantially impedes the Operating Services, the term of this Contract shall be extended by an amount of time equal to the period during which such event is in effect.

CLAUSE 22 – TRANSPORTATION SERVICES

22.1 On the terms and subject to the conditions set forth in this Contract, Uzgeoneftegazdobycha undertakes to provide the following services as more

specifically set out in this Clause 22 (the "Transportation Services") for the Contractor and the Refining Agent:

- (a) the uplifting, transportation and related storage of the Contractor's Allocation to Refining Agent;
- (b) the delivery of the Contractor's Allocation together with the Uzgeoneftegazdobycha and the Refining Agent shares of the Incremental Production to Refining Agent; and
- (c) any other services reasonably required to ensure the efficient transportation of the Incremental Production to Refining Agent.

22.2 All operations and activities relating to the provision of the Transportation Services shall be carried out by Uzgeoneftegazdobycha in accordance with:

- (i) The laws of the Republic of Uzbekistan;
- (ii) The specific requirements of this Contract and the decisions of the Operating Committee made pursuant to Clause 4; and
- (iii) International Oil Industry Standards.

22.3 Uzgeoneftegazdobycha shall uplift the Contractor's Allocation at the time the allocation is made, shall promptly notify the Refining Agent regarding the timing and volumes of Incremental Production available for Refining Services and shall thereafter transport the Contractor's Allocation together with its own share of Incremental Production and that of the Refining Agent to the Fergana refinery for refining. In addition, Refining Agent shall promptly notify Marketing Agent regarding the timing and volumes of the products available for Marketing Services as further defined in Clause 24, herein. Uzgeoneftegazdobycha shall, at their sole cost and expense, arrange for any transportation or storage necessarily required as part of the Transportation Services.

22.4 All costs and expenses incurred by Uzgeoneftegazdobycha in the provision of the Transportation Services shall be funded directly by Uzgeoneftegazdobycha. The Contractor shall have no liability for any such costs and expenses.

CLAUSE 23 **[commercial and fiscal terms omitted]*

CLAUSE 24 - MARKETING SERVICES

Contractor, Uzgeoneftegasdobycha, and the Refining Agent shall engage a Marketing Agent to conduct Marketing Services, as described herein, and will execute an agreement with Marketing Agent in the form attached to the Contract as Annex F, whereby the Marketing Agent Agreement shall include, but not be limited to, the following provisions of this Clause 24.

24.1 **[commercial terms omitted]*

CLAUSE 25 – JSC UZGEONEFTEGAZDOBYCHA UNDERTAKINGS

25.1 Uzgeoneftegazdobycha shall assist Contractor to ensure all privileges set forth in the Decree are guaranteed during the term of this Contract.

25.2 Uzgeoneftegazdobycha shall register this Contract with all the appropriate ministries and agencies as directed by the current law of Uzbekistan. The failure to so register this Contract shall give Contractor the right, at its discretion, to terminate this Contract in accordance with the terms of Clause 15.

25.3 Uzgeoneftegazdobycha shall facilitate the clearance through customs of all material and equipment necessary to perform the Operating Services under this Contract as requested by Contractor and its subcontractors. Uzgeoneftegazdobycha shall, at the request of the Contractor or its subcontractors, facilitate the re-export of any and all such material and equipment that, in the sole opinion of the Contractor, is no longer necessary to perform the Operating Services under this Contract.

25.4 Uzgeoneftegazdobycha shall, as requested by Contractor, facilitate and assist Contractor and its subcontractors in obtaining any and all required registration or certification of Contractor's or its subcontractors' material and equipment necessary to perform the Operating Services under this Contract.

25.5 Uzgeoneftegazdobycha shall also facilitate and effect in its name the clearance of all Contractor's, its Associated Entities' and subcontractors' employees' personal material shipments in order to allow such employees and their families to establish temporary living accommodations.

25.6 Uzgeoneftegazdobycha shall arrange for all necessary employee work permits and visas on behalf of Contractor and its subcontractors.

25.7 If any change in or to any Uzbekistan law, rule or regulation by any authority results in a material change to the economic benefits accruing to any of the Parties after the Effective Date, the Parties shall consult promptly to make necessary revisions and adjustments to the Contract in order to maintain such expected benefits to each of the Parties or Contractor may terminate the Contract pursuant to Clause 15.

CLAUSE 26 - ASSIGNMENT; CHANGE IN CONTROL

26.1 The Contractor may not effect a Transfer to a Third Party without the prior consent of the other Parties, which consent shall not be unreasonably withheld or delayed. At least 30 days prior to any proposed Transfer, the Contractor shall

provide notice to the other Parties of the Transfer, including the name of the proposed transferee and the participation to be transferred. Notwithstanding the foregoing, the Contractor may effect a Transfer to any Associated Entity of the Contractor without requiring the consent of the other Parties.

26.2 None of Uzgeoneftegazdobycha, the Refining Agent or the Marketing Agent shall effect a Transfer without the prior written consent of the Contractor in its sole discretion.

26.3 Upon the consummation of any Transfer by a Contractor, the transferee shall be considered for all purposes a Contractor, with the participation in the Field specified in the notice delivered to the other Parties pursuant to Clause 27.

26.4 Any purported Transfer by Uzgeoneftegazdobycha, the Refining Agent or the Contractor that does not comply with this Clause 26 shall be null and void and shall vest no rights in the purported transferee.

26.5 Nothing in this Clause 26 shall prohibit the Contractor from subcontracting all or any portion of the activities involved in the Operating Services in compliance with the terms of this Contract. The Contractor shall be fully responsible for the performance of its obligations hereunder, notwithstanding any such subcontracting arrangement (although the Contractor may agree with any subcontractor on indemnity arrangements satisfactory to the Contractor and such subcontractor).

CLAUSE 27 - NOTICES

27.1 All notices, demands, instructions, waivers, consents or other communications to be provided pursuant to this Contract shall be in writing in English and in Russian, shall be effective upon receipt, and shall be sent by personal delivery, courier, facsimile or telex, to the following addresses:

**[commercial details omitted]*

The addresses and telex and facsimile numbers for notices given pursuant to this Contract may be changed by means of a notice given to the other Parties at least fifteen (15) Business Days prior to the effective date of such change.

CLAUSE 28 - MISCELLANEOUS

28.1 This Contract contains the entire agreement between the Parties and supersedes and replaces any oral or written communications or agreements heretofore made between the Parties relating to the services. This Contract shall not be amended except by a written instrument executed by the duly authorized representatives of all Parties.

28.2 No benefit or right accruing to a Party under this Contract (or any amendment or addendum thereto) shall be deemed to be waived unless the waiver is in writing, expressly refers to this Contract, and is signed by a duly authorized representative of all other affected Parties. A waiver in any one or more instances shall not constitute a continuing waiver unless specifically so stated in the written waiver.

28.3 If any provision (or portion thereof) of this Contract shall be declared invalid, illegal or unenforceable, the remaining provisions shall not be affected thereby, and this Contract shall be construed as if such invalid, illegal or unenforceable provision (or portion thereof) had never been contained herein.

28.4 Nothing contained herein is intended to create, or shall be deemed or construed as creating, any legal entity between the Parties. None of the Parties shall have the authority or right, or hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of any other Party, except as expressly provided herein. Except to the extent that the Contractor is to acquire goods and services from third parties for the account of Uzgeoneftegazdobycha on a non-recourse basis as provided herein, no provision in this Contract shall constitute the Contractor, or any of its employees, subcontractors, agents or representatives, as an employee, contractor, agent or representative of Uzgeoneftegazdobycha. The Contractor shall be an independent contractor and shall be responsible for and have control over the performance of the Operating Services hereunder, subject to the standards set forth in this Contract.

28.5 Sections 10, 11, 12, 13, 15, 17, 18, 19 and 20 of this Contract survive termination.

28.6 This Contract may be executed in one or more counterparts, each of which shall be considered an original.

28.7 This Contract is being executed in both English and Russian languages. Both the English and the Russian texts are binding and have the same force. However, in the event of a dispute between the versions of this Contract, the English version shall prevail.

This Contract has been executed by the Parties by their duly authorized representatives as of the date set forth on the first page of this Contract.

Joint Stock Company UZGEONEFTEGAZDOBYCHA

By: “signed”
Name:
Title:

By: “signed”
Name:
Title:

Baker Hughes (Cyprus) Limited

By: “signed”
Name:
Title:

Joint Stock Company UZNEFTEPERERABOTKA

By: “signed”
Name:
Title:

By: “signed”
Name:
Title:

ANNEX A

DESCRIPTION OF FIELD

The Field of interest, commonly known as the North Urtabulak Field, is a hydrocarbon accumulation of the Kashkadarya Region, in the southwest portion of Uzbekistan. The field lies approximately 150 kilometers west, northwest from Karshi, at approximately 39.02°-north latitude and 64.5°-east longitude.

The reservoir of interest is a reef structure with a limestone section “above the reef”. Average well depths are approximately 2500 m (8200 ft) total vertical depth.

ANNEX B

**[commercial terms omitted]*

ANNEX C

**[commercial and fiscal terms omitted]*

ANNEX D

**[commercial and fiscal terms omitted]*

ANNEX E

**[commercial and fiscal terms omitted]*