

**RESOLUTIONS
OF ABSENTEE VOTING MEETING OF THE BOARD OF DIRECTORS
of Caspi neft Joint Stock Company**

Full name of the Company:

Caspineft Joint Stock Company (hereinafter the "Company")

Registered office of the Company and the Executive Body of the Company (Management Committee): 131, Kulmanov St., 060011, Atyrau, Republic of Kazakhstan

Date of sending absentee ballots to the members of the Board of Directors: 01 July 2012

Date of submission of signed absentee ballots: 16 August 2012

Place and date of registration of resolutions: 16 August 2012

Secretary of the Meeting of the Board of Directors: B.K. Abaiyldanov

Members of the Board of Directors:

- M.G. Kalyuzhny (Chairman of the Board of Directors);
- B.K. Abaiyldanov (Director);
- S.Y. Yugay (Independent Director).

The absentee ballots has been signed and submitted by:

- M.G. Kalyuzhny (Chairman of the Board of Directors);
- B.K. Abaiyldanov (Director);
- S.Y. Yugay (Independent Director).

AGENDA OF THE MEETING:

1. Reviewing the draft oil export contract and adopting a resolution in respect of the Company's entering into the large transaction

The Company proposes to enter into an export contract (hereinafter the "Export Contract") with Vitol Central Asia S.A. (hereinafter "VCA") and Precious Oil Products Investments B.V. (hereinafter the "Sole Shareholder") by which it shall deliver and sell VCA crude oil representing 100% of the Company's crude oil production available for export during a period of 3 years from the date of the execution of the Export Contract. The specified period may be extended in accordance with the terms and conditions of the Export Contract which also includes the following provisions:

- Subject of the contract shall be the transaction of sale and purchase of crude oil according to which the Company shall sell (supply) and VCA shall purchase (accept and pay for) 100% of crude oil available for export by the Company on terms and conditions set forth in the Export Contract;
- The volume of oil shall be three million (3,000,000) metric tons (in vacuum) (which volume shall be subject to amendment and adjustment upon agreement between the Parties, subject to the terms and conditions of the Export Contract);
- Approximate contract amount shall be one billion six hundred eighty million US dollars (US\$ 1,680,000,000) (which amount shall be subject to amendment and adjustment upon agreement between the Parties, subject to the terms and conditions of the Export Contract); and
- The effective period of the Export Contract shall be three calendar years from the date of its execution, and with regard to payments and claims it shall remain effective until all payments are made and all claims are settled, respectively.

Since such transaction shall be deemed as large transaction according to Article 70.1.1 of the RK Law *On Joint Stock Companies* (hereinafter the "Law"), the resolution in respect of the Company's entering into such transaction shall be adopted by the Board of Directors of the Company (Article 70.1 of the



Law, Article 11.2.18 of the Charter of the Company).

2. Adopting a resolution to increase the Company's liabilities by ten or more percent of the Company's equity

Concurrent with the Export Contract, the Sole Shareholder proposes to enter into a US\$182,800,000 loan facility with VCA (hereinafter the "Facility"). The security arrangement for the Facility requires that the Company enter into a deed of guarantee between the Company and VCA by which the Company shall guarantee the Sole Shareholder's obligations under the Facility (hereinafter the "Guarantee") and VCA shall have a right of set-off under the Export Contract.

This transaction will increase the Company's liabilities by ten or more percent of its equity, in which connection the respective resolution shall fall within the exclusive competence of the Board of Directors of the Company (Article 70.2.16 of the Law, Article 11.2.15 of the Charter of the Company)

3. Appointing an Authorised Person

The Company proposes to enter into any further documents, deeds, instruments, agreements, notices (including drawdown notices), powers of attorney, resolutions, acknowledgements, letter agreements, memoranda, statements and certificates as may be ancillary, necessary, required or useful in connection with the Export Contract, the Facility and transactions envisaged thereby (the documents, agreements and other instruments referred to in paragraph 1-3 above, hereinafter the "Facility Documents") and appoint an authorised person to do all such acts and things and agree and execute on behalf of the Company all documents as may be required to implement the Facility, the Facility Documents and the transaction envisaged therein and generally to sign and deliver any certificates, corporate filings and other documents as may be required in connection therewith (including, as may be required in order to comply with the Law), subject in each case to such amendments as those executing the same on behalf of the Company think fit.

The Company proposes to appoint B.K. Abaiyldanov, Chairman of the Board of the Company.

RESULTS OF VOTING ON EACH ITEM:

1. On the first item 3 votes have been received; based on the voting results, the Board has resolved as follows:

The Company shall enter into the export contract (hereinafter the "Export Contract") with Vitol Central Asia S.A. (hereinafter "VCA") and Precious Oil Products Investments B.V. (hereinafter the "Sole Shareholder") by which it shall deliver and sell VCA crude oil representing 100% of the Company's crude oil production available for export during a period of 3 years from the date of the execution of the Export Contract. The specified period may be extended in accordance with the terms and conditions of the Export Contract which also includes the following provisions:

- Subject of the contract shall be the transaction of sale and purchase of crude oil according to which the Company shall sell (supply) and VCA shall purchase (accept and pay for) 100% of crude oil available for export by the Company on terms and conditions set forth in the Export Contract;
- The volume of oil shall be three million (3,000,000) metric tons (in vacuum) (which volume shall be subject to amendment and adjustment upon agreement between the Parties, subject to the terms and conditions of the Export Contract);



- Approximate contract amount shall be one billion six hundred eighty million US dollars (US\$ 1,680,000,000) (which amount shall be subject to amendment and adjustment upon agreement between the Parties, subject to the terms and conditions of the Export Contract); and
- The effective period of the Export Contract shall be three calendar years from the date of its execution, and with regard to payments and claims it shall remain effective until all payments are made and all claims are settled, respectively.

The resolution has been adopted unanimously by three votes.

2. On the second item 3 votes have been received, based on the voting results, the Board has resolved as follows:

The Company shall enter into a deed of guarantee between the Company and VCA by which the Company shall guarantee the Sole Shareholder's obligations under the Facility (hereinafter the "Guarantee") and that VCA shall have a right of set-off under the Export Contract.

The resolution has been adopted unanimously by three votes.

3. On the third item 3 votes have been received, based on the voting results, the Board has resolved as follows:

The Company shall enter into any further documents, deeds, instruments, agreements, notices (including drawdown notices), powers of attorney, resolutions, acknowledgements, letter agreements, memoranda, statements and certificates as may be ancillary, necessary, required or useful in connection with the Export Contract and the Facility and the transactions envisaged thereby (the documents, agreements and other instruments referred to in paragraph 1-3 above, hereinafter the "Facility Documents") and appoint an authorised person to do all such acts and things and agree and execute on behalf of the Company all documents as may be required to implement the Facility, the Facility Documents and the transaction envisaged therein and generally to sign and deliver any certificates, corporate filings and other documents as may be required in connection therewith (including, as may be required in order to comply with the Law), subject in each case to such amendments as those executing the same on behalf of the Company think fit.

The Company shall appoint B.K. Abaiyldanov, Chairman of the Board of the Company.

The resolution has been adopted unanimously by three votes.

Three (3) original absentee ballots signed by members of the Board of Directors are attached to these Resolutions, forming an integral part hereof.

M.G. Kalyuzhny
Chairman of the Meeting of the Board of Directors

B.K. Abaiyldanov
Secretary of the Meeting of the Board of Directors

