

MEMORANDUM OF UNDERSTANDING - JOINT DEVELOPMENT OF SOZAK GAS FIELD

苏克气田项目合作开发备忘录

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made this 11th of March, 2016 (the “Effective Date”) between

合作开发备忘录（下称“本备忘录”）由以下双方于 2016 年 3 月 11 日订立。

- (1) Sozak Oil & Gas LLP, a company incorporated in the Republic of Kazakhstan (registered number 10100081709478) whose registered office is at House 42, Street Zheltoksan, 120014, Kyzylorda, Kyzylorda region, Kazakhstan (hereinafter referred to as “Sozak”); and

Sozak Oil & Gas LLP 是一家注册于哈萨克斯坦共和国（以下简称“哈萨克斯坦”）的公司，注册地址位于 House 42, Street Zheltoksan, 120014, KYZYLORDA, Kyzylorda region, KAZAKHSTAN。公司注册号:10100081709478，（以下简称“苏克公司”）

- (2) Schlumberger Logelo, Inc., a company incorporated in Republic of Panama (registered number 191278) whose registered office is at №.8 Aquilino de la Guardia, Panama City, Republic of Panama (hereinafter referred to as “Schlumberger”).

Schlumberger Logelo, Inc. 是一家注册于巴拿马共和国的公司，注册地址位于№.8 Aquilino de la Guardia, Panama City, Republic of Panama。公司注册号：191278（以下简称“斯伦贝谢”）

Parties may also be referred to herein individually as a “Party” or collectively as the “Parties”.

本备忘录中各方可单独称为“一方”，合称为“双方”。

BACKGROUND 背景

1. Pursuant to the No.2433 Exploration and Development Contract dated 15 June 2016 as amended and supplemented from time to time (hereinafter referred to as “**No.2433 Contract**”), which was signed between Oil and Gas Ministry of Kazakhstan and Sozak, Sozak is authorized to explore oil and gas in the defined area (hereinafter referred to as “**Sozak Contract Area**”) located in the South Kazakhstan Province and Qyzylorda Province of Kazakhstan.

苏克公司依据其与哈萨克斯坦油气部签署的 2433 号勘探开发合同及其补充协议（以下简称“《2433 号合同》”）拥有在哈萨克斯坦境内的南哈萨克斯坦州和克孜尔达州的特定区域（以下简称“苏克气田”）从事石油天然气勘探的权利。

2. Schlumberger is engaged in the business of performing services for the international oil and gas industry. The Schlumberger Production Management business (hereinafter referred to as “SPM”) is a Schlumberger service offering which utilises the “SPM model”. The main principle behind the SPM model is that Schlumberger as a partner in the development of the asset, shares the investment and takes remuneration from a share of the incremental production. This shared investment with shared return creates a unique alignment with the company partner. The development of the asset will also benefit from the unique portfolio of Schlumberger group technology and know-how gained from its global foot print of experience. This will be particularly important in this tight gas development requiring multi stage frac completions.

斯伦贝谢为全球的石油天然气公司提供各项技术服务。斯伦贝谢生产一体化服务（简称 SPM）即斯伦贝谢以“SPM 模式”提供的服务。SPM 合作模式的核心是斯伦贝谢作为资产开发的合作伙伴，提供投资并获取增产份额的报酬。这种共同投资共享收益的合作模式在斯伦贝谢与合作伙伴之间建立了一种独特的绑定关系。油气田的开发也同样受益于斯伦贝谢来自全球应用经验领域独一无二的技术与特色工艺的组合，这对于需要通过采取多段压裂改造的致密气田开发尤为重要。

3. Sozak represents to Schlumberger that:

苏克气田概况：

- a. the area of Sozak Contract Area is 18,720.9 km²;
苏克气田矿权面积 18720.9 平方公里
- b. at present, gas-bearing area of drilled sections is more than 5000 km²;
目前探明含气面积达到 5000 平方公里以上
- c. Assessment results of international assessment company GCA indicate that the FNPV (10%) of the best estimate of contingent resource (2C) of the block is US\$5.006bn;
国际评估公司 GCA 评估结果表明，区块最佳可采天然气储量财务净现值（10%）50.06 亿美元;
- d. Based on the research of China University of Petroleum, it shows that recoverable resources of the block are more than 1.8 trillion m³.
中国石油大学研究表明，区块可采资源量达到 18000 亿方以上。

4. Sozak and its affiliates Sino-Science Netherlands Petroleum B.V. (hereinafter referred to as “Sino-Science Netherlands”) and Geo-Jade Petroleum Corporation (hereinafter referred to as “Geo-Jade Petroleum”) signed Joint Development Agreement dated 2 December 2015 pursuant to which a Joint Management Committee (hereinafter referred to as “JMC”) was established for joint management of Sozak Contract Area.
2015 年 12 月 2 日，苏克公司及其实际控股股东 Sino-Science Netherlands Petroleum B.V.(以下简称“中科荷兰”)与洲际油气股份有限公司(以下简称“洲际

油气”)就苏克气田的合作开发事宜签署了《合作开发协议》 , 成立了联合管理委员会 (以下简称“联管会”) 对苏克气田进行共同管理。

5. Schlumberger has conducted a detailed screening of the Sozak Contract Area. As part of this screening, Schlumberger has analysed the geological setting of the block and verified the potential reserves. Several development concepts were modelled to perform a project level economic study. The initial screening suggests that the development of the Sozak Contract Area is economically viable and Schlumberger wishes to continue to engage with Sozak and progress to a more detailed asset evaluation and a detailed Term Sheet negotiation.

斯伦贝谢对哈萨克斯坦南部的苏克气田进行了详细的资料收集、项目研究及评估工作, 分析了该区块地质条件, 并验证了区块地质储量。同时进行了开发设计及经济评价工作。评估结果表明, 开发苏克气田经济可行, 因此斯伦贝谢期望进一步与苏克公司合作, 并进行下一阶段更加详细的资产评估和条款讨论。

6. In January 2016, the management of Sozak on Schlumberger's invitation, visited a SPM project located in Malaysia. While there the Parties discussed specific issues of the development of Sozak Contract Area and both Parties agreed to continue its engagement and progress Term Sheet negotiations.

2016年1月, 苏克高层应斯伦贝谢邀请现场考察了斯伦贝谢马来西亚某油田 SPM 合作项目。苏克公司高层对该 SPM 合作模式给予了高度认可, 并与斯伦贝谢深入讨论了双方按照 SPM 模式共同开发苏克气田的具体事项。双方同意, 以本协议作为双方合作之基石, 根据本协议规定之合作框架, 斯伦贝谢与苏克公司将签署具体的合作协议。

7. Sozak has carefully reviewed the "Schlumberger Production Management – Sino Science Engagement Strategy" letter dated 8 December 2015 and following such review Sozak has decided that Schlumberger satisfies Sozak's requirements for a development partner of Sozak Contract Area. This decision reflects Schlumberger's company strength, development process technology level, management ability and investment ability.

苏克公司认真研究了斯伦贝谢的《合作计划书》, 并就该合作计划书中对苏克气田的研究认识、提供的管理模式、资产评估、工作阶段划分以及后续工作安排进行了认真的研究讨论, 并与其它表示合作意向的多家公司进行了综合对比。苏克公司认为, 斯伦贝谢在公司实力、开发工艺技术水平、管理能力以及投资能力等方面均符合开发苏克气田合作伙伴的要求, 苏克公司同意斯伦贝谢成为苏克气田开发的合作伙伴。

8. Any term sheet entered into by the Parties will outline the principle terms on which Parties would jointly pursue development of Sozak Contract Area (hereinafter referred to as the **“Term Sheet”**).

双方达成的任何投资条款将概述双方共同开发苏克气田的主要条款（以下简称“投资条款”）。

9. The following would be considered principle terms for the purposes of the Term Sheet:
以下内容将被视为投资条款的主要条款：

- a. Schlumberger proposes to develop the hydrocarbon accumulations in the Sozak Contract Area by:

斯伦贝谢通过以下方式开发苏克气田的油气资源：

- i. Participating in Sozak investments with the goal of optimising the recovery and production of hydrocarbons from the Sozak Contract Area and apportioning the value generated thereby.

提供苏克气田的开发投资，目标是优化苏克气田的开发方案及生产运行管理工作，获取因此带来的价值。

- ii. Participating in the funding of mutually agreed operations for the development of the Sozak Contract Area utilizing technology and engineering processes applicable for these types of low permeability tight reservoirs.

利用适用于此类低渗致密储层的工艺技术和工程方法开发苏克气田，为经双方同意的开发作业提供投资。

- iii. Providing oilfield services and products as well as asset management services to Sozak.

向苏克公司气田提供油气田服务、产品以及资产管理服务。

- b. Schlumberger shall not take or hold any equity interest in the Sozak Contract Area.

斯伦贝谢在苏克气田中不持有或占有任何股权。

10. The Parties agree to negotiate with a view to agreeing a Term Sheet.
双方同意在协商一致的基础上进行投资条款的谈判。

MISCELLANEOUS 其他

11. A confidentiality agreement was entered into between the Parties dated 17 June 2015 relating to the exchange of data and information pertaining to the potential collaboration between the Parties (hereinafter referred to as the **“Confidentiality Agreement”** or **“CA”**) which shall apply to the discussions, exchanges of information and negotiation related to this MoU.

双方在 2015 年 6 月 17 日就双方可能合作的数据和信息交换签署了保密协议（“保密协议”或“CA”），保密协议适用于与本备忘录相关的讨论、信息交换以及协商。

12. This MoU will terminate automatically and with immediate effect on the execution of a Term Sheet or shall terminate on the first anniversary of the Effective Date.
本备忘录在签订投资条款时自动终止，或在本备忘录生效之日后一年自动终止。
13. Each Party shall pay its own costs incurred in connection with this MoU, any Term Sheet or any documents contemplated by the same.
双方各自承担与本备忘录、投资条款或任何其他文件相关的各项费用。
14. No one other than a Party to this MoU shall have any right to enforce any of its terms.
本备忘录的执行权限仅限于签署双方。
15. This MoU shall be interpreted and construed according to the English language. If this MoU translated into any other language, the English language version shall prevail.
本备忘录按照英文解释和释义。如需翻译成其他语言，以英文为准。
16. This MoU may be signed in any number of counterparts and by the Parties on different counterparts.
本备忘录可以有任意数量的副本，由双方在不同副本上签字。
17. This MoU outlines some of the principle terms which the Parties currently intend to include in a Term Sheet. The Parties agree that this MoU is not a binding commitment to negotiate, pursue or enter into the Term Sheet (or for any Term Sheet to contain the terms detailed herein) or enter into any other binding commitments. A binding commitment will exist only if and when the Parties have signed definitive binding contracts relating to the joint development of the Sozak Contract Area. Notwithstanding the foregoing, the provisions of this paragraph 17 and paragraphs 11, 12, 13, 14, 15, 16, 18 and 19 of this MoU are intended to be binding upon the Parties.
本备忘录仅概括双方目前意图签署的投资条款的主要内容。双方同意本备忘录中的任何条款都不能被解释为约束双方谈判或达成任何投资条款（或关于本备忘录细述的条款有关的任何条款书）的承诺。只有在双方就苏克气田的开发签署了有约束力的最终合同时才存在具有约束力的承诺。尽管有以上规定，本备忘录 17 条及 11、12、13、14、15、16、18 和 19 条对双方还是具有约束力。
18. This MoU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

本备忘录和因此而产生或与其相关的任何争议和/或其标的（无论是契约性或非契约性标的）受英格兰和威尔士法律管辖，并按英格兰和威尔士法律解释。

19. Any dispute arising out of or in connection with this MoU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (hereinafter referred to as the "LCIA") Rules, which Rules are deemed to be incorporated by reference into this paragraph 19. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The location of the hearing shall be Hong Kong.

因本备忘录引起的或与本备忘录有关的任何争议，包括对本备忘录的存在、有效性或终止的任何争议，应提交至伦敦国际仲裁院（简称为“LCIA”）仲裁规则进行最终仲裁。该等仲裁规则被视为并入本第 19 条。仲裁员人数为 1 人，仲裁地为伦敦。仲裁语言为英文。听证地为香港。

Each Party hereby confirms its agreement to the terms contained in this MoU.

各方在此确认其同意本备忘录中包含的条款。

For and on behalf of Sozak Oil & Gas LLP

代表 Sozak Oil & Gas LLP

Name 姓名:

Position 职位:

For and on behalf of Schlumberger Logelo, Inc

代表 Schlumberger Logelo, Inc

Name 姓名:

Position 职位: