

SHARING AGREEMENT AND ASSIGNMENT OF RIGHTS

This SHARING AGREEMENT AND ASSIGNMENT OF RIGHTS (this “Agreement”) is dated as of December [17], 2012 among (i) TRISTAN OIL LTD. (“Tristan”), (ii) ANATOLIE STATI (“A. Stati”), (iii) GABRIEL STATI (“G. Stati”), (iv) ASCOM GROUP, S.A. (“Ascom”), (v) TERRA RAF TRANS TRADING LTD. (“Terra Raf” and, collectively with A. Stati, G. Stati and Ascom, the “Claimant Parties”; and the Claimant Parties, together with Tristan, the “Tristan Parties”), (vi) the parties listed under the heading “Majority Noteholders” on the signature pages hereto (the “Majority Noteholders”) and (vii) those Noteholders (as defined below) who subsequently become bound by the terms of this Agreement.

R E C I T A L S

WHEREAS, pursuant to an indenture, dated as of December 20, 2006, by and among Tristan, the Guarantors and the Trustee (as amended or supplemented from time to time, the “Indenture”), on December 20, 2006 and June 7, 2007 Tristan issued 10½% Senior Secured Notes due 2012 in the aggregate amount of US\$420,000,000 and in June 2009, Tristan issued further 10½% Senior Secured Notes due 2012 in the aggregate amount of US\$110,000,000 (together, the “Existing Notes”), which Existing Notes remain outstanding.

WHEREAS, the Claimant Parties have initiated the Arbitration (as defined below) and have asserted claims therein that, *inter alia*, the Republic of Kazakhstan has seized Ascom’s and Terra Raf’s interests in the Guarantors, respectively, as well as certain other assets of the Guarantors.

WHEREAS, the Claimant Parties contend that in January 2010, the Republic of Kazakhstan seized Kazpolmunay LLP’s bank accounts and other assets, and in July 2010, the Republic of Kazakhstan terminated in advance the contracts with the Guarantors for hydrocarbon field exploration and exploitation, expropriated all of the Guarantors’ assets and prohibited the performance of the financial operations of the Guarantors.

WHEREAS, the Claimant Parties contend that as a result of the actions by the Republic of Kazakhstan referenced above, Tristan failed to pay interest on the Notes on July 1, 2010.

WHEREAS that failure became an Event of Default, and the Trustee issued a Notice of Event of Default dated August 2, 2010 and additional Events of Default under the Indenture have occurred and are continuing as a result of the Notes having matured and the failure of Tristan or the Guarantors to make payment thereon.

WHEREAS, the Majority Noteholders (as defined above), together with the Tristan Parties, desire to consummate a restructuring (the “Restructuring”) of the obligations owed by Tristan to the Noteholders in order to provide the relief sought in the Consent Solicitation and to provide the benefits of the sharing arrangements described herein to the Participating Noteholders. The Restructuring will be implemented through either (x) one or more out-of-court transactions as expressly contemplated by this Agreement (the “Out-of-Court Transaction”), including the Consent Solicitation (as defined below), or (y) prosecution of the Bankruptcy Case and

confirmation of the Prepackaged Plan. This Agreement sets forth the terms and conditions of the Restructuring, including the terms under which the Parties will (a) amend the Indenture and the terms of the Notes pursuant to a Consent Solicitation and (b) share in the Proceeds (as defined below) and provide for certain other agreements with respect to the foregoing.

WHEREAS, the Tristan Parties and the Majority Noteholders desire to make the terms of this Agreement available to all Noteholders through the Consent Solicitation or the Prepackaged Plan (as applicable).

WHEREAS, each Party hereto who is a natural person has obtained and provided to the Participating Noteholders all required spousal consents and waivers required in connection with the execution of this Agreement and consummation of the transactions contemplated hereby.

A G R E E M E N T

NOW, THEREFORE, in consideration of the representations, warranties, promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions.

The following capitalized terms used herein and not otherwise defined herein shall have the definitions set forth below. Other capitalized terms used herein and not otherwise defined herein shall have the definitions ascribed to them in the Indenture.

“*Account*” means (i) the account maintained by the Security Agent pursuant to the Security Agent Agreement, and shall include such sub-accounts or correspondent accounts maintained by or on behalf of the Security Agent through which any payment to the aforementioned account not in US Dollars may need to be made as are notified by the Security Agent to the Representative from time to time, or (ii) such other account as the Participating Noteholders Representative (or, following the Effective Date and the Trustee’s agreement to assume the obligations of the Participating Noteholders Representative, the Trustee on behalf of the Participating Noteholders) and the Representative shall agree in writing.

“*Action*” means any claim, request, demand, waiver, amendment, supplement, objection, instruction or other action.

“*Affiliate*” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control,” as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the voting equity interests of a Person will be deemed to be control. For purposes of this definition, the terms “*controlling*,” “*controlled by*” and “*under common control with*” have correlative meanings.

“*Arbitration*” means the arbitration before the Arbitration Institute of the Stockholm Chamber of Commerce (116/2010) between the Claimant Parties (as claimants) and the Republic of Kazakhstan (as respondent) commenced pursuant to The Energy Charter Treaty by way of a Request for Arbitration dated July 26, 2010 and/or any other arbitration or similar proceeding brought by any of the Claimant Parties or any of their Affiliates against the Republic of Kazakhstan in respect of some or all of the Claims or arising from materially the same facts as the aforementioned arbitration.

“*Asset Recovery Amounts*” means any monies received by the Participating Noteholders outside of Kazakhstan on or before the dates specified in Section 3(e) and generated by a sale of any Assets following enforcement against, or foreclosure on, the Assets by or on behalf of the Participating Noteholders, in all cases, net of any costs incurred or further capital investment made by or on behalf of the Participating Noteholders in managing or developing such Assets or generating such a sale. “Asset Recovery Amounts” shall not include any monies received following the termination of the Guarantors Standstill Period pursuant to Section 6(c)(i) or (ii).

“*Assets*” means any monies, balances in bank accounts, assets (including fields, plants and properties), underground resource contracts, subsoil use rights or licenses, previously or currently held by, issued to or registered in the name of either Guarantor, without prejudice to any claims in the Arbitration that such assets have been expropriated.

“*Assigned Property*” has the meaning ascribed to such term in Section 5(a) of this Agreement.

“*Award*” means any award of damages (or the payment of other monies or compensation) rendered in favor of some or all of the Claimant Parties in the Arbitration, and any subsequent Order issued for the purposes of confirming or recognizing an Award, executing an Award, enforcing the terms of an Award, collecting an Award, attaching assets in furtherance of an Award or otherwise rendered for the purposes of realizing on an Award or any of the Claims.

“*Bankruptcy Case*” means a “prepackaged” Chapter 11 bankruptcy case of Tristan, filed in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) pursuant to which (i) Tristan shall file, and seek prompt confirmation of, the Prepackaged Plan and (ii) the Claimant Parties shall loan to Tristan all funds necessary to pay the estate’s professionals and any other allowed administrative claims and otherwise finance the Bankruptcy Case.

“*Bankruptcy Code*” means the United States Bankruptcy Code, as amended or modified from time to time (11 U.S.C. § 101 et seq.).

“*Bankruptcy Solicitation Commencement Date*” means a date no later than sixty (60) days following the expiration of a Failed Consent Solicitation.

“*Business Day*” means any day other than a Saturday or a Sunday or a day on which banks located in New York, New York or London, UK generally are authorized or required by law to close.

“*Chapter 11*” means chapter 11 of the Bankruptcy Code.

“*Claim*” means any and all claims, demands, causes of action, litigations and suits asserted by or on behalf of the Claimant Parties prior to and after the date hereof in respect of the Arbitration, any Award or the Proceeds.

“*Claimant Parties Release Event*” has the meaning ascribed to such term in Section 7(c) of this Agreement.

“*Consent*” means a consent provided by a Noteholder in the Consent Solicitation.

“*Consent Solicitation*” means the solicitation by Tristan from Noteholders of consents to the Proposed Amendments to the Indenture and certain other matters, as more fully set forth on Exhibit A hereto.

“*Consent Solicitation Obligations*” means the obligation to comply with Section 8(a)(i) of this Agreement and to diligently pursue the Consent Solicitation. For the avoidance of doubt, such diligent pursuit (i) shall require the Tristan Parties to distribute the Offering Materials to holders of the Notes and to execute, deliver and to take all actions reasonably required on the part of the Tristan Parties to make effective the Supplemental Indenture and the Modified Notes (including by delivering any instruments, certificates or opinions reasonably requested by the Trustee in connection therewith) upon receipt of the Requisite Consents, but (ii) shall not require the Tristan Parties to directly or indirectly solicit Noteholders in any other manner.

“*Cure Period*” means (A) with respect to any Material Breach if such Material Breach consists of the failure to comply with an applicable time limit or deadline, 10 days following the date of the occurrence of such Material Breach, (B) with respect to any other Material Breach related to Section 3(a)(ii) or (iii), Section 4 or Section 8(a)(i), 30 days following the date of the occurrence of such Material Breach, or (C) in all other cases, (i) if one or more Participating Noteholders unaffiliated with any Tristan Party have knowledge of such breach or Material Breach, 30 days following the date the Trustee or Requisite Noteholders give written notice to the Tristan Parties of the occurrence of such breach or Material Breach or (ii) if one or more Participating Noteholders unaffiliated with any Tristan Party do not have knowledge of such breach or Material Breach, 30 days following the date of the occurrence of such breach or Material Breach.

“*Disclosure Statement*” means the disclosure statement for the Prepackaged Plan that sets a voting deadline of no more than thirty (30) days after the Bankruptcy Solicitation Commencement Date, satisfies the applicable requirements under the Bankruptcy Code, and complies with all applicable laws, together with all schedules, exhibits, and supplements thereto.

“*Effective Date*” means the date upon which the Proposed Amendments become effective through the execution of the Supplemental Indenture.

“*Failed Consent Solicitation*” means a Consent Solicitation in which the Required Consents are not delivered on or prior to the expiration of the Consent Solicitation other than to the extent the failure of such delivery arises from the failure of Tristan to commence the Consent Solicitation or the gross negligence, willful misconduct or Material Breach of this Agreement of or by any Tristan Party.

“*Governmental or Judicial Authority*” means any transnational, domestic or foreign federal, state or local governmental authority, department, court, agency or official, including any political subdivision thereof.

“*Guarantors*” means Kazpolmunay LLP and Tolkyneftegaz LLP.

“*Guarantors Default*” means the failure of the Tristan Parties or the Guarantors to pay all sums due under the Modified Notes (including the Outstanding Amount) on or before January 1, 2014.

“*Guarantors Standstill Period*” means the period beginning on the date hereof and ending on January 1, 2014 unless earlier terminated as provided herein.

“*Material Breach*” means a breach by any Tristan Party, directly or indirectly, of any provision of Section 3(a)(ii) or (iii), Section 4, Section 5, Section 8(a)(i) or Section 9 of this Agreement or any failure to pay when due and in full amounts due and payable under the Modified Notes following the Effective Date.

“*Minimum Payment*” has the meaning ascribed to such term in Section 7(a) of this Agreement.

“*Minimum Payment Date*” has the meaning ascribed to such term in Section 7(a) of this Agreement.

“*Modified Notes*” means the Notes to be held by each of the Participating Noteholders after the Effective Date.

“*New Default*” means a new Default occurring after the Effective Date with respect to Modified Notes (excluding any Default or Event of Default subject to Section 6(a) of the Sharing Agreement (Standstill)), but for the avoidance of doubt, not including any Default or Event of Default that existed and was continuing as of the Effective Date. In addition, for the avoidance of doubt, for purposes of Sections 6 and 7 of this Agreement, a New Default shall be deemed not to include a Guarantors Default.

“*New Default Cure Period*” means, with respect to any New Default, (A) if one or more Participating Noteholders unaffiliated with any Tristan Party have knowledge of such New Default, 30 days following the date the Requisite Noteholders give written notice to the Tristan Parties of the occurrence of such New Default or (B) if one or more Participating Noteholders unaffiliated with any Tristan Party do not have knowledge of such New Default, 30 days following the date of the occurrence of such New Default.

“*Noteholder*” means the owner of a beneficial interest in the Notes.

“*Notes*” means, prior to the Effective Date, the Existing Notes and after the Effective Date, the Modified Notes and the Existing Notes.

“*Order*” means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental or Judicial Authority, arbitrator or similar judicial entity.

“*Original Amount*” means an amount equal to US\$642,643,100 (being all principal and accrued interest under the Notes up to January 1, 2012).

“*Outside Date*” has the meaning ascribed to such term in Section 9(a)(ii)(E) of this Agreement.

“*Outstanding Amount*” means as of any date, an amount equal to the sum of (a) the Original Amount multiplied by the Participating Noteholders’ Percentage and (b) Special Interest accrued and unpaid as of such date.

“*Participating Noteholder*” means any Person that is (i) a Majority Noteholder, upon execution and delivery of this Agreement, (ii) a Noteholder that has provided its Consent in the Consent Solicitation, upon the Effective Date and (iii) any other Person that otherwise becomes bound by the terms of this Agreement as a Noteholder by (A) prior to the Effective Date, executing a joinder to this Agreement in the form attached hereto as Exhibit C and providing evidence reasonably satisfactory to the Participating Noteholders that such Person is a Noteholder or (B) after the Effective Date, acquiring any Modified Notes from a Participating Noteholder, in the case of clauses (i), (ii) and (iii) of this definition until such Person is no longer a Noteholder.

“*Participating Noteholders’ Percentage*” means a number expressed as a percentage and determined by multiplying 100 by the quotient of (i) the aggregate principal amount of outstanding Notes held by all Participating Noteholders, divided by (ii) US \$531,110,000, in the case of (i) as of the time of determination.

“*Participating Noteholders Representative*” has the meaning ascribed to such term in Section 2 of this Agreement.

“*Party*” means each of the Tristan Parties and each of the Participating Noteholders.

“*Person*” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental or Judicial Authority.

“*Prepackaged Plan*” means the prepackaged Chapter 11 plan of reorganization of Tristan (including all schedules, exhibits and supplements thereto) providing for (i) the relief sought by the Tristan Parties in the Consent Solicitation and the Proceeds sharing arrangements described herein, (ii) the extension of the maturity date of the Notes to January 1, 2016, (iii) the maintenance of the Participating Noteholders’ right of recourse against the Guarantors beginning from and after January 1, 2014 and (iv) containing such other terms as the Requisite Noteholders may approve in their reasonable discretion. All classes of claims under the Prepackaged Plan shall be unimpaired other than the Notes, which will be restructured in accordance with the Consent Solicitation.

“*Proceeds*” means: (i) any monies received by or on behalf of any of the Claimant Parties or any of their respective Affiliates from any source in partial or complete satisfaction of an Award or by way of a settlement or compromise of the Arbitration or any of the Claims, including in any

action initiated by or on behalf of the Claimant Parties in order to recognize or confirm an Award, enforce the terms of an Award, collect an Award, attach assets in furtherance of an Award or any other action taken or requested to be taken in furtherance of realizing an Award, including any consideration of the kind described in Section 3(b) below; and (ii) subject to Section 3(d) and (e), any Asset Recovery Amounts. For the avoidance of doubt, there will be no double counting of any Proceeds for the purposes of this Agreement.

“*Pro Rata Percentage*” means with respect to each Participating Noteholder, a number expressed as a percentage and determined by multiplying 100 by the quotient of (x) the aggregate principal amount of Notes held by such Participating Noteholder divided by (y) the aggregate principal amount of outstanding Notes held by all Participating Noteholders, in the case of (x) and (y) as of the time of determination. For the avoidance of doubt, following the Effective Date all determinations of Pro Rata Percentage and similar calculations necessary for determining the relative ownership of the Participating Noteholders, whether for making distributions to the Participating Noteholders or otherwise shall be made by the Trustee based solely upon the records of the Clearing Systems (as defined in Section 8(e) below).

“*Proposed Amendments*” means the proposed amendments to the Indenture and the Notes as more fully set forth on Exhibit A hereto.

“*Registrar*” means (a) prior to the Effective Date, Dechert LLP and (b) following the Effective Date, the Trustee.

“*Representative*” has the meaning ascribed to such term in Section 20 of this Agreement.

“*Required Consents*” means the delivery of Consents in the Consent Solicitation prior to the expiration thereof by Noteholders owning in the aggregate not less than 85% in aggregate principal amount of the outstanding Notes.

“*Requisite Noteholders*” means, as of the relevant date of determination, Participating Noteholders owning at least a majority in aggregate principal amount of Notes held by all Participating Noteholders outstanding and entitled to vote on matters pursuant to this Agreement and the Indenture.

“*Security Agent*” means Wilmington Trust, National Association or any successor thereto.

“*Security Agent Agreement*” means that certain Security Agent Agreement, to be entered into as provided in Section 2, by and among the Security Agent, the Representative and the Participating Noteholders Representative.

“*Security and Collateral Assignment Agreement*” has the meaning ascribed to such term in Section 5(a) of this Agreement.

“*Secured Obligations*” has the meaning ascribed to such term in Section 5(a) of this Agreement.

“*Sharing Global Note*” means the Global Note representing the Modified Notes in the form attached as Schedule I to Exhibit A.

“*Sharing Record Date*” means, with respect to the distribution of funds pursuant to this Agreement, the close of business in the place of the Registrar’s office on the date preceding each date funds are deposited into the Account.

“*Special Interest*” means interest on the principal amount of the Notes outstanding on January 1, 2012, multiplied by the Participating Noteholders’ Percentage, at the highest of any rates of interest provided for in the Award for any corresponding period (including any pre-Award interest or any other rate of return designed to account for the time value of money for the period between January 1, 2012 and the date of the Award or any portion thereof) and, to the extent that the compounding of interest is provided in the Award for any corresponding period, compounding after January 1, 2012 for the shortest of any intervals as are provided for in the Award for any corresponding period.

“*Supermajority Noteholders*” means, as of the relevant date of determination, Participating Noteholders owning at least two-thirds in aggregate principal amount of Notes held by all Participating Noteholders outstanding and entitled to vote on matters pursuant to this Agreement and the Indenture (and, following the Effective Date, such Notes being Modified Notes).

“*Supplemental Indenture*” means the supplemental indenture that will give effect to the Proposed Amendments.

“*Transfer*” means the making of any sale, transfer, participation, exchange, assignment, hypothecation, gift, security interest, pledge or other encumbrance, or any contract therefor, any voting trust or other agreement or arrangement, in each case, either directly or indirectly, with respect to the transfer of voting rights or any other direct or indirect beneficial interest in any of the Notes or any part thereof, the creation of any other claim thereto or any other transfer or disposition whatsoever, whether voluntary or involuntary, affecting the right, title, interest or possession in or to such Notes.

“*Triggering Event*” means the receipt by any Claimant Party of any Proceeds.

“*Tristan Standstill Period*” means the period beginning on the date hereof and ending on January 1, 2016 unless earlier terminated as provided herein.

“*Trustee*” means Wells Fargo Bank, N.A., until a successor replaces it in accordance with the applicable provisions of the Indenture and thereafter means the successor serving thereunder.

Section 2. Creation of Account.

(a) The Tristan Parties and the Participating Noteholders hereby irrevocably and unconditionally agree to appoint the Security Agent pursuant to the Security Agent Agreement and hereby irrevocably and unconditionally agree to authorize the Security Agent pursuant to the Security Agent Agreement to receive and deposit all Proceeds into the Account and to invest such Proceeds as provided in the Security Agent Agreement and to distribute all amounts in the Account from time to time as provided in this Agreement.

(b) The Tristan Parties hereby direct and authorize the Representative to enter into the Security Agent Agreement as soon as practicable following the date of execution of this

Agreement in the form set out at Exhibit F to this Agreement, subject to any changes that the Representative may agree with the Participating Noteholders or the Participating Noteholders Representative.

(c) The Participating Noteholders agree to appoint an institution to be their representative for the purposes of the Security Agent Agreement (the "Participating Noteholders Representative") and to direct and authorize the Participating Noteholders Representative to enter into the Security Agent Agreement as soon as practicable following the date of execution of this Agreement in the form set out at Exhibit F to this Agreement, subject to any changes that the Participating Noteholders Representative may agree with the Representative.

Section 3. Direction of Proceeds.

(a) Each Claimant Party hereby irrevocably and unconditionally agrees that (i) it shall promptly (and in any event within two Business Days) notify the Security Agent and the Participating Noteholders of the occurrence of any Triggering Event, (ii) if and when it receives any Proceeds, it shall promptly (and in any event within five Business Days) turn over such Proceeds as and when received directly to the Security Agent for deposit into the Account and (iii) if and to the extent it has the right or ability to direct any payment or transfer of funds in settlement, compromise or satisfaction (whether in whole or in part) of any Claim or in respect of any Award, each such Claimant Party shall take all actions reasonably necessary to direct the payment of such amounts into the Account and all such funds referred to in this clause (iii) shall be considered "Proceeds" for all purposes under this Agreement and the Indenture.

(b) Without limiting the foregoing, each Tristan Party hereby irrevocably and unconditionally agrees that to the extent that any of the Claimant Parties or any of their Affiliates receive any direct or indirect benefit from the Republic of Kazakhstan or any of its Affiliates, whether in cash or in-kind, in partial or total consideration for compromising, settling or failing to actively pursue any of the Claims or otherwise in satisfaction of such Claims, it shall notify the Participating Noteholders promptly (and in any event within two Business Days) upon receipt of any such consideration, account to them on a dollar-for-dollar basis (and with respect to non-cash consideration, on a cash equivalent basis) for any such benefit and deposit all such amounts in the Account.

(c) To the extent required by Section 3(e), including after giving effect to the time period limitations specified in such Section, each Participating Noteholder hereby severally as to itself only and not jointly agrees that following the termination of the Guarantors Standstill Period (other than a termination pursuant to Section 6(c)(i) or (ii)): (i) it shall promptly (and in any event within two Business Days) notify the Security Agent and the Claimant Parties of the receipt of any Asset Recovery Amounts; and (ii) if and when it receives any Asset Recovery Amounts, it shall promptly (and in any event within two Business Days) turn over such Asset Recovery Amounts as and when received directly to the Security Agent for deposit into the Account. In addition, each Participating Noteholder agrees that, following the Effective Date, it shall instruct the Trustee to comply with this Section 3(c) with respect to any Asset Recovery Amounts the Trustee receives on behalf of any such Participating Noteholder.

(d) The Parties acknowledge and agree that the Participating Noteholders are under no obligation to seek or to pursue, directly or through the Trustee, any Action against the Guarantors, including any Action relating to the foreclosure, attachment, sale or other disposition of the Assets, whether in connection with an enforcement of the Guarantors' guarantees of the Notes or otherwise.

(e) (I) If and to the extent an Award of at least US\$10,000,000 has not been rendered prior to January 1, 2016, the obligations of the Participating Noteholders under Section 3(c) shall cease automatically and be of no further force and effect without any further action by or on behalf of the Parties hereto; (II) if and to the extent (A) an Award of at least US\$10,000,000 has been rendered prior to January 1, 2016 and (B) the Participating Noteholders have acquired, directly or through the Trustee or one or more special purpose entities, any portion of the Assets following enforcement against, or foreclosure on, such Assets by or on behalf of the Participating Noteholders prior to January 1, 2017, the obligations of the Participating Noteholders under Section 3(c) shall remain in effect until January 1, 2020, at which time the obligations of the Participating Noteholders under Section 3(c) shall cease automatically and be of no further force and effect without any further action by or on behalf of the Parties hereto; and (III) if and to the extent (X) an Award of at least US\$10,000,000 has been rendered prior to January 1, 2016 and (Y) the Participating Noteholders have not acquired, directly or through the Trustee or one or more special purpose entities, any portion of the Assets following enforcement against, or foreclosure on, such Assets by or on behalf of the Participating Noteholders prior to January 1, 2017, the obligations of the Participating Noteholders under Section 3(c) shall cease automatically and be of no further force and effect without any further action by or on behalf of the Parties hereto.

Section 4. Deposits and Distributions of Proceeds; Etc.

(a) Deposits of Proceeds; Payment Due Dates. Subject to Section 4(d), upon deposit of Proceeds or any other amounts into the Account, such Proceeds and other amounts shall not be released other than in accordance with Section 4(b), Section 4(c), Section 4(e), or pursuant to a joint written distribution instruction from the Claimant Parties (or the Representative) and the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders as directed by the Requisite Noteholders) (a "Joint Instruction"). Each payment of Proceeds will be made on the tenth (10th) Business Day following the determination of the amount of any such payment pursuant to Section 4(b) below to each Participating Noteholder reflected as such in the Registrar's records on each Sharing Record Date. Notwithstanding the foregoing, distributions payable hereunder to the Participating Noteholders or the Majority Noteholders in respect of Section 4(b)(ii), as applicable, shall be made by the Security Agent to the Participating Noteholders or the Majority Noteholders, as applicable. The payment obligations of the Claimant Parties shall be satisfied in full by their compliance with the provisions of Section 3 hereof, and any apportionment or distribution to the Participating Noteholders is not the responsibility of the Claimant Parties.

(b) Distributions of Proceeds: Order of Priority. Except as provided in Section 4(e), the Parties agree that the Proceeds from the Account shall be distributed by the Security Agent in the following order of priority:

(i) First, to the Claimant Parties to an account designated by the Representative in an amount equal to US\$15,000,000 to cover the legal fees, expenses and other costs incurred by the Claimant Parties with respect to the Arbitration, this Agreement, the Consent Solicitation and the Bankruptcy Case (including any fees and expenses incurred in enforcing and/or collecting an Award);

(ii) Second, to the Majority Noteholders (or to their predecessors or designees who paid the fees, expenses and other costs referred to in this subsection (ii)) and the Trustee *pro rata* (based on their respective proportion of the aggregate legal fees, expenses and other costs incurred in relation to the drafting, negotiation and execution of the term sheets related to this Agreement, the documents related to the Consent Solicitation, the Bankruptcy Case and the implementation of the Restructuring) in an amount equal to US\$3,000,000 in the aggregate; *provided that* such fees, expenses and other costs shall only be recoverable to the extent such fees and expenses have not been reimbursed by the Tristan Parties;

(iii) Third, 70% to the Participating Noteholders in accordance with their respective Pro Rata Percentages and 30% to the Claimant Parties until the Participating Noteholders have received aggregate distributions of Proceeds totaling their respective Pro Rata Percentages of the Outstanding Amount; and

(iv) Fourth, after the Participating Noteholders have received aggregate distributions totaling their respective Pro Rata Percentages of the Outstanding Amount pursuant to clause (iii) above, 100% to the Claimant Parties.

(c) Distribution Formula. For the avoidance of doubt, unless otherwise specified herein, all Proceeds distributable hereunder to the Participating Noteholders shall be distributed to the Participating Noteholders in accordance with their respective Pro Rata Percentages. Notwithstanding anything to the contrary contained herein, following the Effective Date distributions payable hereunder to the Participating Noteholders under Section 4(b)(iii) shall be made to the Trustee for further distribution to the Participating Noteholders in accordance with the terms of the Indenture.

(d) Distribution Holdback. Notwithstanding anything to the contrary contained in this Section 4, no distributions shall be made from the Account until the earliest to occur of (i) the date on which the Required Consents are received in the Consent Solicitation, (ii) the confirmation by the Bankruptcy Court of the Prepackaged Plan, or (iii) as contemplated by Section 4(e).

(e) Termination of Security Agent Agreement and Collateral Assignment. If this Agreement terminates pursuant to Section 17(b), then the Security Agent Agreement and the Security and Collateral Assignment Agreement shall terminate also and all Proceeds in the Account shall be distributed promptly by the Security Agent to the Claimant Parties.

Section 5. Assignment of Rights and Further Agreements Regarding the Arbitration, Award and Claims.

In furtherance of the purposes of this Agreement, the Claimant Parties hereby jointly and severally agree as follows:

(a) Collateral Assignment. Each of the Claimant Parties, jointly and severally, hereby grants in favor of the Participating Noteholders (and, following the appointment thereof, the Participating Noteholders Representative on behalf of the Participating Noteholders) and, following the Effective Date and the Trustee's agreement to assume the rights and obligations, if any, of the Participating Noteholders Representative, the Trustee, on behalf of the Participating Noteholders, a first-priority security interest in, and collateral assignment of, all of its right, title, and interest in and to the Proceeds, the Account and over any other monies or other assets received by any of the Claimant Parties or any of their respective Affiliates in settlement of or through the enforcement of an Award or otherwise paid into the Account, and any and all products and proceeds of the foregoing (collectively, the "Assigned Property"), to secure the payment and performance of all obligations of Tristan Parties under the Modified Notes, this Agreement and under the collateral assignment (collectively, the "Secured Obligations"). Concurrently with the execution of this Agreement, each Claimant Party has executed and delivered a security and collateral assignment agreement in the form attached hereto as Exhibit E to further memorialize such collateral assignment (the "Security and Collateral Assignment Agreement"). As promptly as practicable following the appointment of the Participating Noteholders Representative, the Parties shall take all actions necessary to file or cause to be filed one or more UCC-1 financing statements in all United States jurisdictions necessary to perfect the Participating Noteholders Representative's security interest in and to the Assigned Property, and the Claimant Parties hereby authorize all such filings and all other such filings necessary to perfect the security interest of the Participating Noteholders Representative or the Trustee, as applicable, therein. For the avoidance of doubt, the Participating Noteholders shall not and shall not cause the Trustee to assert any rights or remedies against the Assigned Property unless and until a Material Breach which has not been cured pursuant to the terms of this Agreement has occurred.

(b) Settlement Limitations. Each of the Claimant Parties, jointly and severally, agrees that it shall not without the prior written consent of the Requisite Noteholders (or the Trustee on behalf of the Participating Noteholders) in their sole discretion, enter into any settlement agreement, arrangement, understanding or other compromise with respect to the Arbitration or any Claims as a result of which any Participating Noteholder will receive an amount in cash that is less than the product of (x) such Participating Noteholder's Pro Rata Percentage multiplied by (y) the Outstanding Amount.

(c) Diligent Pursuit of Arbitration and Claims. Without prejudice to the Claimant Parties' other obligations under this Agreement, including under Sections 3(a) and 3(b), which shall continue notwithstanding expiration of the time limits provided in this Section 5(c), each of the Claimant Parties, jointly and severally, agrees, through the later of (i) the third anniversary of the date of an Award and (ii) January 1, 2020, to diligently fund and prosecute the Arbitration and the Claims, including using all commercially reasonable efforts to collect an Award, for the direct benefit of the Claimant Parties and for the indirect benefit of the Participating Noteholders and the Trustee and to keep the Participating Noteholders and the Trustee reasonably informed of any and all material developments with respect to the Arbitration and all Claims, including the issuance of any Awards and any monies received in respect of any such Awards. The Claimant Parties shall make themselves and their representatives reasonably available, directly or through their counsel, during normal business hours to respond to reasonable inquiries from the Participating Noteholders and the Trustee regarding the status of the Arbitration and all Claims, the collection and enforcement of any Awards and all other matters appurtenant thereto, and to discuss and agree to

(or reasonably disagree with) any proposed settlement or compromise of the Arbitration and any Claims. For the avoidance of doubt, no Claimant Party shall be in breach of this Section 5(c) solely on account of such Claimant Party's tactical decisions with respect to the Arbitration and the Claims so long as such Claimant Party made such tactical decision in good faith.

(d) No Assignment. Except as expressly provided by the terms of this Agreement, none of the Claimant Parties shall, directly or indirectly, in whole or in part, sell, assign, convey, transfer or otherwise dispose of any interest (including any security interest) in any Claim, any Award, the Account, the Proceeds or any of their rights, title and interest under this Agreement and none of the Claimant Parties shall grant to any Person (other than the Participating Noteholders) any right to receive or any rights of set-off against any amounts payable in respect of any Claim, Award or the Proceeds. Notwithstanding the foregoing, the Claimant Parties may assign their right to receive Proceeds pursuant to Sections 4(b)(iii) and 4(b)(iv) of this Agreement to any third party up to a maximum amount of 20% of the portion of the Proceeds which the Claimant Parties are entitled to receive under this Agreement; *provided* that (i) prior to such assignment the Participating Noteholders are given written notice of such proposed assignment, including the name and address of the proposed assignee, and (ii) no such assignment may impair in any respect the rights and privileges of the Participating Noteholders under this Agreement, the Modified Notes or the Indenture. Any assignment made by the Claimant Parties in accordance with this subsection (d) shall be in the form of a right of participation, shall not in any way abrogate the obligations of the Claimant Parties hereunder and the Claimant Parties shall remain parties to this Agreement. For the avoidance of doubt, no assignee of any Claimant Party shall become a party to this Agreement on account of any such assignment.

Section 6. Standstill by Participating Noteholders.

(a) Standstill Periods.

(i) During the Tristan Standstill Period, the Participating Noteholders agree to forbear (and to instruct the Trustee to forbear by voting the Notes held by such Participating Noteholders in such manner) from exercising any and all default-related remedies to the extent provided under the Indenture or otherwise under any related documents (other than this Agreement) or under applicable law or at equity against the Tristan Parties or any family member of A. Stati or G. Stati with respect to the Defaults or Events of Default under the Indenture existing on or prior to the Effective Date, or arising after the Effective Date solely related to a Guarantors Default; and

(ii) During the Guarantor Standstill Period, the Participating Noteholders agree to forbear (and to instruct the Trustee to forbear by voting the Notes held by such Participating Noteholders in such manner) from asserting any claims against the Guarantors and/or the Republic of Kazakhstan or any of its Affiliates, arising out of or connected to the Notes (including the Modified Notes) or the Indenture.

(b) In the event either the Tristan Standstill Period or the Guarantor Standstill Period, as applicable, ends, the obligations of the Participating Noteholders under this Section to forbear shall terminate and the Participating Noteholders shall be entitled to exercise immediately all of their

remedies under the Indenture, the Notes (including the Modified Notes), this Agreement or otherwise under any related documents or under applicable law or at equity.

(c) Termination of Standstill Periods.

(i) Each of the Tristan Standstill Period and the Guarantor Standstill Period shall terminate if: (x) any of the Tristan Parties commits a Material Breach of this Agreement, (y) any New Default occurs, or (z) the Claimant Parties Release Event occurs, then, in the case of each of the events specified in clauses (x), (y) and (z), the Tristan Standstill Period and the Guarantors Standstill Period shall end either (A), in the case of a Material Breach, immediately following any Cure Period in respect of such Material Breach if such Material Breach has not been cured within that period; or (B), in the case of any New Default (other than, with respect to the Tristan Standstill Period, a Guarantors Default), immediately following any New Default Cure Period if such New Default has not been cured within that period; or (C), in the case of a Claimant Parties Release Event, immediately following the Claimant Parties Release Event; *provided that* the Tristan Standstill Period shall not terminate solely because of the occurrence of the Guarantors Default.

(ii) Without limiting the foregoing, if and to the extent the Arbitration concludes and no Award has been rendered in favor of the Claimant Parties or an Award or Awards for a sum in aggregate less than US\$10,000,000 have been rendered in favor of the Claimant Parties, then the Tristan Standstill Period and the Guarantor Standstill Period shall each automatically terminate upon the issuance of an Award or the conclusion of the Arbitration.

(iii) If and to the extent any third party creditor of any Guarantor (other than the Republic of Kazakhstan) seeks to enforce any remedies against any Guarantor, including by way of involuntary bankruptcy proceeding, or seeks to foreclose on or otherwise assert a claim against the assets of any Guarantor, then the Claimant Parties may terminate the Guarantor Standstill Period in their sole discretion by providing notice of such termination to the Participating Noteholders.

Section 7. Effect of Compliance By Claimant Parties and Minimum Payment.

(a) Compliance By Claimant Parties and Minimum Payment: Repurchase Right and Release. If (i) there is no Material Breach of the Claimant Parties' obligations under this Agreement that is not cured by the Claimant Parties within the applicable Cure Period, (ii) there is no New Default (other than for a Guarantors Default) that is not cured by the Claimant Parties within the applicable New Default Cure Period, (iii) all enforcement and other remedies reasonably available in respect of the Award and the Claims have been exhausted, (iv) all distributions due under Section 4(b)(iii) of this Agreement have been made to the Participating Noteholders (or, after the Effective Date, to the Trustee for further distribution to the Participating Noteholders) and, as a result thereof, the Participating Noteholders (exclusive of amounts received pursuant to Section 4(b)(ii)) have received prior to January 1, 2016 (the "Minimum Payment Date") no less than their Pro Rata Percentage of US\$449,850,170 plus interest at a rate of 10.5% per annum accruing from January 1, 2013 to the date of final payment (the "Minimum Payment"), (v) the Claimant Parties

have delivered to the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders) a written certification signed by the Representative as to the fulfillment of the conditions set forth in clauses (i) through (v), inclusive (the “Compliance Notice”) and (vi) within fifteen (15) Business Days after receipt of the Compliance Notice, the Participating Noteholders do not dispute the Compliance Notice (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders does not dispute the Compliance Notice), then:

(A) Tristan may, at its option, elect to redeem (by following the provisions of Article 3 of the Indenture *mutatis mutandis*) all of the Modified Notes held by the Participating Noteholders for an aggregate purchase price of US\$1.00; and

(B) if Tristan effects the redemption set forth in clause (A) above, the release of the Tristan Parties of liability to the Participating Noteholders set forth in Section 7(a) of the Sharing Global Note shall become operative in accordance with its terms.

For the avoidance of doubt, in the event the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders) dispute a Compliance Notice, such dispute shall be resolved by the Parties in accordance with Section 18(k); *provided* that to the extent Claimant Parties are successful in any such dispute, the Claimant Parties shall be entitled to effect the redemption set forth in clause (A) above in accordance with its terms.

(b) Failure to Comply by Claimant Parties. If, prior to the termination of this Agreement, the Claimant Parties have received from the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders) written notice of the Claimant Parties’ Material Breach of their obligations under this Agreement that has not been cured within the applicable Cure Period, the Participating Noteholders (in addition to all other rights and remedies available to them under this Agreement or otherwise) shall be entitled to enforce fully the terms of the Notes and the Indenture either directly or, after the Effective Date, through the Trustee, but shall give pro rata credit for any payments actually received in respect of the Outstanding Amount under this Agreement.

(c) Compliance by Claimant Parties and No Minimum Payment. If (i) there is no Material Breach of the Claimant Parties’ obligations under this Agreement that is not cured by the Claimant Parties within the applicable Cure Period (ii) there is no New Default (other than a Guarantors Default) and (iii) the Participating Noteholders do not receive the Minimum Payment on or before the Minimum Payment Date and the Representative has delivered to the Participating Noteholders a Compliance Notice certifying the fulfillment of the conditions set forth in clauses (i), (ii) and (iii) and within ten (10) Business Days of receipt of the Compliance Notice, Participating Noteholders do not dispute the Compliance Notice (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders does not dispute the Compliance Notice), then (the foregoing, the “Claimant Parties Release Event”):

(A) the release of the Tristan Parties of liability to the Participating Noteholders set forth in Section 7(b) of the Sharing Global Note shall become operative in accordance with its terms, and, for the avoidance of doubt, the Participating Noteholders will covenant not to sue the Tristan Parties or any of their respective Affiliates (including A. Stati, G. Stati or any of their family members) except as set forth in the succeeding clause (B);

(B) notwithstanding anything to the contrary contained herein, the Participating Noteholders either directly or, after the Effective Date, directly or through the Trustee, shall be entitled to enforce the terms of, and exercise all remedies available to them under, the Indenture, the Notes (including the Modified Notes), the Note Guarantees, the Pledge Agreements, the related security documents, the Security and Collateral Assignment Agreement, the Collateral and the Secured Obligations against Tristan, any Guarantor and all other obligors under any of the foregoing, including Terra Raf (but specifically excluding A. Stati, G. Stati and any of their family members, except to the extent of their respective obligations under this Agreement to collect, account for and deposit into the Account Proceeds from an Award) but shall give pro rata credit for any payments actually received in respect of the Outstanding Amount under this Agreement, and any such claims shall be non-recourse against any amounts received by the Tristan Parties under this Agreement.

For the avoidance of doubt in the event the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders) dispute a Compliance Notice, such dispute shall be resolved by the Parties in accordance with Section 18(k).

Section 8. Consent Solicitation.

(a) Commencement; Review.

(i) No later than 30 days after the date of this Agreement Tristan shall commence the Consent Solicitation. No later than five (5) Business Days prior to the commencement of the Consent Solicitation, Tristan shall provide copies of all documents related to the Consent Solicitation (the "Offering Materials"), to the Participating Noteholders and the Trustee for their review and comment, and the Tristan Parties shall make all changes reasonably requested by the Participating Noteholders and the Trustee; *provided* that the Tristan Parties shall be responsible for all statements made in, or omitted from, the Offering Materials, and the Participating Noteholders and their counsel shall have no liability therefor.

(ii) The Tristan Parties shall conduct the Consent Solicitation in compliance with all applicable non-U.S. laws and the U.S. federal securities laws, including, the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Trust Indenture Act of 1939, as amended (the "TIA"), and, in each case, the rules and regulations promulgated thereunder.

(b) Future Reports. The Tristan Parties shall advise the Participating Noteholders, promptly after they receive notice thereof, of the time when any supplement or amendment to the Offering Materials has been made (or is required to be made) or when any supplement to the Offering Materials or any amended Offering Materials has been prepared (or is required to be prepared) and furnish to the Participating Noteholders, at its expense, copies thereof.

(c) Daily Updates. The Tristan Parties will arrange for the information agent or the registrar engaged in connection with the Consent Solicitation to inform the Participating Noteholders or their designated counsel during every other Business Day during the Consent

Solicitation as to the number of Consents received pursuant to the Consent Solicitation during the interval since its previous daily report to the Participating Noteholders under this provision.

(d) Prompt Execution of the Supplemental Indenture. The Tristan Parties shall accept Consents as they are provided in the Consent Solicitation and shall execute the Supplemental Indenture as soon as practicable after the Consent Deadline; provided, however, that the Proposed Amendments shall not become operative unless and until each condition to the Consent Solicitation described in the Offering Materials is satisfied or waived by the Tristan Parties.

(e) Book-Entry Transfer. The Tristan Parties have made or will make appropriate arrangements with The Depository Trust and Clearing Corporation, Clearstream Banking, S.A., Euroclear Bank, S.A./N.V. (as operator of the Euroclear system) and any other “qualified” registered securities depository (collectively, the “Clearing Systems”) to allow for the book-entry transfer of all Notes, including Notes held by the Participating Noteholders. For so long as any Notes are outstanding, the Tristan Parties shall comply in all respects with all procedures, policies, rules and regulations of the Clearing Systems as may be necessary to allow the “book-entry” transfer of all such Notes through the Clearing Systems.

(f) Further Actions Related to the Consent Solicitation. The Tristan Parties shall (and shall cause the Tristan Parties’ officers, directors, advisors and other representatives to) deliver or cause to be delivered to third parties (including the Trustee) all certificates (of officers of the Tristan Parties or otherwise), legal opinions, certified formation documents, evidence of good standing, incumbency documents, authorizing resolutions and all such other customary instruments and documents as may be necessary to commence and consummate the Consent Solicitation in accordance with its terms, to enter into the Supplemental Indenture in accordance with its terms and the terms of the Indenture, to authenticate the Sharing Global Note in accordance with the terms of the Indenture and all such other actions appurtenant thereto.

(g) Legal Opinions. On the date of this Agreement, the Tristan Parties shall cause to be delivered to the Majority Noteholders a legal opinion in the form attached hereto as Exhibit B-3 from King & Spalding LLP or such other law firm reasonably acceptable to the Majority Noteholders. On the commencement date of the Consent Solicitation the Tristan Parties shall cause to be delivered to the Participating Noteholders a legal opinion in the form attached hereto as Exhibit B-1 from King & Spalding LLP or such other law firm reasonably acceptable to the Participating Noteholders. On the date on which the Tristan Parties accept all Consents validly delivered in the Consent Solicitation the Tristan Parties shall cause to be delivered to the Participating Noteholders a legal opinion in the form attached hereto as Exhibit B-2 from King & Spalding LLP or such other law firm reasonably acceptable to the Participating Noteholders.

(h) Extension of the Consent Deadline. The Tristan Parties agree to extend the Offer Period set forth on Exhibit A hereto (the “Consent Deadline”) by a period of up to 20 days if instructed to do so by the Participating Noteholders.

(i) Securities Law Compliance. In connection with the Consent Solicitation, Tristan shall (a) not engage in any directed selling efforts within the meaning of Regulation S (b) comply with the offering restrictions requirement of Regulation S and (c) not solicit any offer to buy or offer to sell the Modified Notes by means of any form of general solicitation or general advertising

(including, without limitation, as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

Section 9. Company Support.

(a) Tristan believes after due deliberation and considering its alternatives that the consummation of the transactions set forth in this Agreement is in its best interests and in the best interests of its creditors, equity holders and other parties in interest. Accordingly, Tristan hereby agrees to use commercially reasonable efforts to take, or to cause to be taken, all actions, and to do, or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate the Restructuring in order to give effect to the relief sought in the Consent Solicitation, the Proceeds sharing arrangements described herein and to otherwise implement the transactions set forth in this Agreement. Without limiting the foregoing:

(i) Each of the Tristan Parties, to the extent applicable, undertakes and commits, in each case consistent with the terms and conditions of this Agreement, with respect to the Out-of-Court Transaction:

(A) not to take any action inconsistent with this Agreement or the Restructuring being given effect through the Out-of-Court Transaction;

(B) not, nor encourage any other person or entity to, interfere with, delay, impede, appeal or take any other negative action, directly or indirectly, in any respect regarding the Restructuring being given effect through the Out-of-Court Transaction;

(C) to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the Restructuring being given effect through the Out-of-Court Transaction;

(D) to file, execute and/or deliver, as the case may be, as promptly as practicable, such documents as may be reasonably required to carry into effect the purposes and intent of this Agreement;

(ii) Tristan undertakes and commits, in each case consistent with the terms and conditions of this Agreement, with respect to the Bankruptcy Case:

(A) following a Failed Consent Solicitation, to use commercially reasonable efforts to prepare or cause the preparation of the Prepackaged Plan, Disclosure Statement, and all other Prepackaged Plan-related documents and pleadings (collectively, and including any exhibits and proposed orders, the "Plan Pleadings") and cause the filing and seek the approval of the Plan Pleadings;

(B) commencing on the Bankruptcy Solicitation Commencement Date, to solicit the requisite votes (the "Bankruptcy Solicitation Process") in favor of the Prepackaged Plan consistent in all material respects with applicable law, including distributing the Disclosure Statement;

(C) as soon as practicable after obtaining the requisite number of votes in favor of the Prepackaged Plan in accordance with applicable law, but no later than five (5) Business Days after the deadline for casting ballots on the Prepackaged Plan as set forth in the Disclosure Statement (the “Petition Date”), to file the Bankruptcy Case and take all reasonably necessary or appropriate actions, and use reasonable efforts to support and obtain at the earliest practicable date, which, in any event, shall be no later than sixty (60) days after the Petition Date, Bankruptcy Court approval of the Disclosure Statement and the Bankruptcy Solicitation Process and confirmation of the Prepackaged Plan;

(D) to take all reasonably necessary or appropriate actions, and use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring being given effect through the Bankruptcy Case;

(E) take all reasonably necessary or appropriate actions, and use commercially reasonable efforts to achieve the consummation of the Prepackaged Plan by no later than ninety (90) days after the Petition Date (the “Outside Date”);

(F) not to take any action not otherwise required by law that is inconsistent with this Agreement;

(G) not to take any actions (either by affirmative action or omission), nor cause or encourage any other person or entity to take any actions (either by affirmative action or omission) (I) inconsistent with this Agreement or (II) that would interfere with, delay, or impede the confirmation or consummation of the Prepackaged Plan or the Restructuring being given effect through the Bankruptcy Case;

(H) to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement;

(iii) Each of the Tristan Parties, to the extent applicable, undertakes and commits, in each case consistent with the terms and conditions of this Agreement, to use commercially reasonable efforts to file, execute and/or deliver, as the case may be, as promptly as practicable, such documents as may be required to carry into effect the purposes and intent of this Agreement;

(b) In the event the Bankruptcy Case is pursued, the Claimant Parties shall loan or otherwise advance to Tristan all funds necessary to pay the bankruptcy estate’s professionals and any other allowed administrative claims and otherwise finance the Bankruptcy Case.

Section 10. Participating Noteholders’ Support.

(a) Each Participating Noteholder believes that a Restructuring that will give effect to the relief sought in the Consent Solicitation, including the Proceeds sharing arrangements described herein, is in its best interests. Accordingly, each Participating Noteholder, on a several and not joint basis, supports the consummation of the Restructuring that will give effect to the relief

sought in the Consent Solicitation, including the Proceeds sharing arrangements described herein, and commits to, on a several and not joint basis, and in each case consistent with the terms and provisions of this Agreement:

(i) With respect to the Out-of-Court Transaction:

(A) provide its Consent in the Consent Solicitation prior to the end of the Consent Deadline;

(B) not take any action inconsistent with this Agreement and the terms and conditions set forth herein or the Restructuring being given effect through the Out-of-Court Transaction;

(C) not, nor encourage any other person or entity, to interfere with, delay, impede, appeal or take any other negative action, directly or indirectly, in any respect regarding the Restructuring being given effect through the Out-of-Court Transaction;

(D) otherwise use commercially reasonable efforts to take all actions, and to do all things, necessary, proper or advisable under applicable laws and regulations to consummate and make effective the Restructuring contemplated by the Out-of-Court Transaction prior to the expiration of the Consent Solicitation, in all cases, to the extent capable of being undertaken by a Participating Noteholder within the context of the Restructuring, but excluding any obligation to solicit Consents from any Noteholder or to otherwise seek to induce any Noteholder to become bound by this Agreement; and

(E) use commercially reasonable efforts to file, execute and/or deliver, as the case may be, as promptly as practicable, such documents as may be required to carry into effect the purposes and intent of this Agreement.

(ii) With respect to the Bankruptcy Case:

(A) following receipt of the Disclosure Statement, timely and properly vote (or cause the voting of) its claims in Tristan in favor of the Prepackaged Plan and use commercially reasonable efforts to support and facilitate the filing, confirmation and consummation of the Restructuring being given effect through the Bankruptcy Case consistent with the dates set forth in Section 9(a)(ii), and not withdraw, change or revoke its vote (or cause its vote to be withdrawn, changed or revoked with respect to the Prepackaged Plan);

(B) not pursue, propose, support, vote to accept or direct any vote to accept or encourage the pursuit, proposal or support of, any chapter 11 plan, or other restructuring or reorganization for Tristan, or any Tristan Affiliate, directly or indirectly in any jurisdiction, that is not consistent with this Agreement and the terms and conditions set forth herein;

(C) not take any actions (either by affirmative action or omission), nor cause or encourage any other person or entity to take any actions (either by affirmative action or omission) (I) inconsistent with this Agreement or (II) that would interfere with, delay, or

impede the confirmation or consummation of the Prepackaged Plan or the Restructuring being given effect through the Bankruptcy Case;

(D) not commence any proceeding, or prosecute any objection or file any pleading with the Bankruptcy Court, the effect of which is to oppose or object to the Restructuring being given effect through the Bankruptcy Case, and not to take any action not otherwise required by law that would delay approval, confirmation or consummation, as applicable, of the Prepackaged Plan;

(E) use commercially reasonable efforts to file, execute and/or deliver, as the case may be, as promptly as practicable, such documents as may be required to carry into effect the purposes and intent of this Agreement; and

(F) with respect to and to the extent it is the legal or beneficial holder of, or holder of investment authority over, any claims in Tristan arising from Notes, to support the Restructuring being given effect through the Bankruptcy Case as set forth in this Agreement.

Section 11. Acknowledgement. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT AND SHALL NOT BE DEEMED TO BE A SOLICITATION FOR CONSENT TO (OR ACCEPTANCE OF) THE PREPACKAGED PLAN OR ANY DOCUMENTS RELATING THERETO. THE ACCEPTANCE OF THE PARTICIPATING NOTEHOLDERS WILL NOT BE SOLICITED UNTIL THE PARTICIPATING NOTEHOLDERS HAVE RECEIVED THE EXECUTED VERSION OF THE DISCLOSURE STATEMENT AND THE RELATED BALLOTS.

Section 12. Out-of-Court Transaction. Notwithstanding anything contained herein to the contrary, the Parties hereto acknowledge and agree that the Bankruptcy Case shall not be filed or otherwise pursued unless and to the extent there is a Failed Consent Solicitation.

Section 13. Representations and Warranties of the Claimant Parties and Tristan.

The Claimant Parties jointly and severally represent and warrant to the Participating Noteholders as follows:

(a) Authorization. The execution, delivery and performance by each Claimant Party of this Agreement and the consummation of the transactions contemplated hereby by each Claimant Party are, if such Claimant Party is not a natural person, within the corporate or other applicable entity powers of each Claimant Party and have been duly authorized by all necessary corporate or other entity action on the part of each Claimant Party. This Agreement constitutes a valid and binding agreement of each Claimant Party enforceable against each Claimant Party in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and subject to general principles of equity.

(b) Governmental Authorization. The execution, delivery and performance by each Claimant Party of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental or Judicial Authority other

than compliance with applicable requirements, if any, of U.S. federal securities laws or any other applicable securities laws and/or the Bankruptcy Code. Notwithstanding anything in this Agreement to the contrary, none of the Claimant Parties gives any representation, warranty or covenant in this Agreement or otherwise with respect to the laws of the Republic of Kazakhstan, including with respect to their application, contravention or enforcement.

(c) Non-Contravention. Except as contemplated by this Agreement, the execution, delivery and performance by each Claimant Party of this Agreement and the consummation of the transactions contemplated hereby do not and will not require any consent or other action by any Person under, constitute a default under (or an event which might, with the passage of time or the giving of notice, or both, constitute a default), or give rise to any right of termination, cancellation or acceleration of any right or obligation of each Claimant Party under any provision of any agreement or other instrument binding upon each Claimant Party, or result in the creation or imposition of any lien on any assets of any Claimant Party.

(d) No Competing Claims. Except as expressly provided by this Agreement, none of the Claimant Parties has directly or indirectly in whole or in part sold, assigned, conveyed, transferred or otherwise disposed of any interest in the Arbitration, any Claim or any Award. No Person other than the Participating Noteholders and the Claimant Parties has any right to receive or any rights of set-off against any amounts payable in respect of any Claim, Award or the Proceeds.

(e) No Partnership or Joint Venture Created. The Claimant Parties acknowledge and agree that nothing in this Agreement shall be construed or interpreted to make the Participating Noteholders and the Claimant Parties partners or joint venturers, or to make one an agent or representative of the other, or to afford any rights to any third party. None of the Participating Noteholders and the Tristan Parties is authorized to bind the other to any contract, agreement or understanding.

Tristan represents, warrants and covenants to the Participating Noteholders as follows:

(f) Authorization. The execution, delivery and performance by Tristan of this Agreement and the consummation of the transactions contemplated hereby by Tristan is, within the corporate or other applicable entity powers of Tristan and has been duly authorized by all necessary corporate or other entity action on the part of Tristan. This Agreement constitutes a valid and binding agreement of Tristan enforceable against Tristan in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and subject to general principles of equity.

(g) Governmental Authorization. The execution, delivery and performance by Tristan of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental or Judicial Authority other than compliance with applicable requirements, if any, of U.S. federal securities laws or any other applicable securities laws and/or the Bankruptcy Code. Notwithstanding anything in this Agreement to the contrary, Tristan gives no representation, warranty or covenant in this Agreement or otherwise with respect to the laws of the Republic of Kazakhstan, including with respect to their application, contravention or enforcement.

(h) Non-Contravention. Except as expressly provided by this Agreement, the execution, delivery and performance by Tristan of this Agreement and the consummation of the transactions contemplated hereby do not and will not require any consent or other action by any Person under, constitute a default under (or an event which might, with the passage of time or the giving of notice, or both, constitute a default), or give rise to any right of termination, cancellation or acceleration of any right or obligation of Tristan under any provision of any agreement or other instrument binding upon Tristan, or result in the creation or imposition of any lien on any assets of any Claimant Party.

(i) No Partnership or Joint Venture Created. Tristan acknowledges and agrees that nothing in this Agreement shall be construed or interpreted to make the Participating Noteholders and the Tristan Parties partners or joint venturers, or to make one an agent or representative of the other, or to afford any rights to any third party. None of the Participating Noteholders and the Tristan Parties is authorized to bind the other to any contract, agreement or understanding.

(j) Modified Notes. The Modified Notes will constitute valid and binding obligations of Tristan, entitled to the benefits of the Indenture, as supplemented by the Supplemental Indenture, and enforceable against Tristan in accordance with their terms, except that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws now or hereafter in effect relating to creditor's rights generally, general principles of equity (regardless of whether considered in a proceeding in equity or at law) and concepts of good faith and fair dealing. No registration under the Securities Act of the Notes (including the Modified Notes) is required in connection with the consummation of the transactions contemplated by the Consent Solicitation and the Proposed Amendments.

(k) Notices; Breaches. The Tristan Parties shall promptly (and in any event within two Business Days) provide written notice to the Participating Noteholders (or, following the Effective Date, the Trustee on behalf of the Participating Noteholders), of any breach of this Agreement by any Tristan Party, together with a reasonably detailed description of the nature of the breach, the facts and circumstances giving rise to the breach and a reasonably detailed description of all actions the Tristan Parties have taken or propose to take to cure such breach (a "Breach Notice"). The Tristan Parties shall keep the Participating Noteholders fully informed of the status of the breach specified in the Breach Notice, and to the extent within the Cure Period Tristan has not delivered a second notice to the Participating Noteholders (or, following the Effective Date, the Trustee on behalf of the Participating Noteholders) certifying that such breach has been cured together with all supporting documentation evidencing such cure, the Participating Noteholders shall be entitled to assume that the breach specified in the Breach Notice remains uncured. For the avoidance of doubt, the Participating Noteholders will be entitled to assert that any breach remains uncured notwithstanding any notice from the Tristan Parties indicating that it has been cured and any dispute arising in relation to such matters will be subject to the dispute resolution mechanism in Section 18(k) herein. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall limit the ability of the Participating Noteholders to seek injunctive relief against the Tristan Parties prior to or during any Cure Period in the event any Tristan Party breaches this Agreement.

Section 14. Representations, Warranties and Certain Covenants of the Majority Noteholders.

Each of the Majority Noteholders, severally as to itself only and not jointly with any other Party, represents and warrants to the Tristan Parties as follows:

(a) Authorization. The execution, delivery and performance by such Majority Noteholder of this Agreement and the consummation of the transactions contemplated hereby by such Majority Noteholder are within the corporate or other applicable entity powers of such Majority Noteholder and have been duly authorized by all necessary corporate or other entity action on the part of such Majority Noteholder. This Agreement constitutes a valid and binding agreement of such Majority Noteholder enforceable against such Majority Noteholder in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to creditors' rights generally, and subject to general principles of equity.

(b) Governmental Authorization. The execution, delivery and performance by such Majority Noteholder of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, any Governmental or Judicial Authority other than compliance with applicable requirements, if any, of U.S. federal securities laws or any other applicable securities laws. Notwithstanding anything in this Agreement to the contrary, no Majority Noteholder gives any representation, warranty or covenant in this Agreement or otherwise with respect to the laws of the Republic of Kazakhstan, including with respect to their application, contravention or enforcement.

(c) Non-Contravention. The execution, delivery and performance by such Majority Noteholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not require any consent or other action by any Person under, constitute a default under (or an event which might, with the passage of time or the giving of notice, or both, constitute a default), or give rise to any right of termination, cancellation or acceleration of any right or obligation of such Majority Noteholder under any provision of any agreement or other instrument binding upon such Majority Noteholder, or result in the creation or imposition of any lien on any asset of such Majority Noteholder.

(d) Limitations on Transfer. Each Participating Noteholder hereby agrees not to Transfer, directly or indirectly, its right, title or interest in respect of its Notes, in whole or in part, or any interest therein (collectively, the "Relevant Claims") unless the recipient of such Relevant Claim (a "Transferee") is a Party hereto or agrees in writing (such writing, a "Transferee Acknowledgment"), prior to and as a condition of such Transfer, to be bound by this Agreement in its entirety without revisions by executing the Transferee Acknowledgment attached hereto as Exhibit C. Upon the execution of the Transferee Acknowledgment and following the Transfer, the Transferee shall be a Participating Noteholder. Any Transfer that does not comply with this paragraph shall be void *ab initio* and the original Participating Noteholder shall remain a Participating Noteholder and shall remain bound by this Agreement in all respects. In the event of a Transfer, the transferor shall, within three (3) Business Days after the proposed effective date of such transfer, provide written notice of such transfer to Tristan, together with a copy of the Transferee Acknowledgment. Except as provided in this Section 14(d), nothing in this Agreement shall limit the right of any Participating Noteholder to Transfer its Notes in whole or in part. The

restrictions on Transfer set forth in this Section 14(d) shall automatically terminate and be of no further force and effect on the Effective Date.

(e) Further Acquisition of Notes. This Agreement shall in no way be construed to preclude any Participating Noteholder from acquiring additional Notes.

(f) Ownership Representations. Each Participating Noteholder shall provide true, complete and accurate accountings of its ownership interest in the Notes at the time it becomes party to this Agreement and as may be requested from time to time by Dechert LLP in furtherance of the provisions of Section 20 hereof. The obligation set forth in this Section 14(f) shall automatically terminate and be of no further force and effect on the Effective Date.

(g) No Further Diligence. This Agreement and the terms and conditions set forth in the documents necessary to consummate the Restructuring are not subject to or conditioned upon other or further diligence to be performed by it or its representatives.

Section 15. Public Disclosure. Upon the earlier to occur of (i) the commencement date of the Consent Solicitation and (ii) one (1) Business Day after notice from the Participating Noteholders to Tristan directing it to issue a press release, Tristan shall issue a press release through Business Wire substantially in the form of Exhibit D to this Agreement. Thereafter, promptly upon request of the Participating Noteholders, Tristan shall make such public disclosures as are necessary to ensure that the Participating Noteholders do not possess “material nonpublic information” within the meaning of the Federal securities laws of the United States as a result of information related to the transactions contemplated hereby (the “Cleansing Disclosure”). To the extent Tristan fails to promptly comply with its obligations under this Section 15, the Participating Noteholders may, notwithstanding any confidentiality agreements or obligations by which the Participating Noteholders or any of them may be bound, make any Cleansing Disclosure as they deem necessary.

Section 16. Indemnification.

(a) Indemnification of the Participating Noteholders. The Tristan Parties jointly and severally, hereby agree to indemnify, defend and hold harmless each of the (x) Participating Noteholders, the Trustee and each of their respective owners and Affiliates, (y) the respective directors, officers, employees, partners (whether general or limited), owners, members, managers, employees, attorneys, agents and other representatives of the Persons referred to in clause (x) and (z) the respective successors, heirs, personal representatives and assigns of the Persons referred to in clauses (x) and (y) (collectively, the “Indemnified Parties” and each individually a “Indemnified Party”) from and against any and all claims, demands, suits, actions, causes of action, losses, liabilities, costs (including settlement costs), damages and expenses, including reasonable attorneys’ fees, other professionals’ and experts’ fees, and court or arbitration costs and all other losses (collectively, “Damages”) directly or indirectly incurred, asserted against, paid or accrued in connection with, resulting from or arising out of:

(i) the breach of any representation or warranty of any Tristan Party contained in this Agreement; and

(ii) the breach of any covenant or agreement of any Tristan Party contained in this Agreement.

(b) Notification and Other Indemnification Procedures. As promptly as reasonably practicable after receipt by an Indemnified Party of notice of the commencement of any action for which such Indemnified Party is entitled to indemnification under this Section, such Indemnified Party will, if a claim in respect thereof is to be made against the Tristan Parties under this Section, notify the Tristan Parties of the commencement thereof in writing; but the omission to so notify the Tristan Parties (i) will not relieve the Tristan Parties from any liability under Section 16(a) above unless and only to the extent they are materially prejudiced as a proximate result thereof and (ii) will not, in any event, relieve the Tristan Parties from any obligations to any Indemnified Party other than the indemnification obligation provided in Section 16(a) above.

(c) Settlements. The Tristan Parties shall not be liable under this Section for any settlement of any claim or action (or threatened claim or action) effected without their written consent, which shall not be unreasonably withheld, but if a claim or action settled with their written consent, or if there be a final judgment for the plaintiff with respect to any such claim or action, each Tristan Party jointly and severally agrees, subject to the exceptions and limitations set forth above, to indemnify and hold harmless each Indemnified Party from and against any and all Damages (and legal and other expenses as set forth above) incurred by reason of such settlement or judgment. No Tristan Party shall, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement or compromise of any proceeding in respect of which the Indemnified Party is or could have been a party, or indemnity could have been sought hereunder by the Indemnified Party. Notwithstanding the foregoing, if at any time an Indemnified Party shall have requested a Tristan Party to reimburse the Indemnified Party for legal or other expenses as contemplated by this Section, the applicable Tristan Party agrees that it shall be liable for any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such Tristan Party of the aforesaid request and (ii) such Tristan Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement or compromise of, or consent to the entry of such judgment

(d) Liability Limits. The total aggregate amount of liability of the Tristan Parties pursuant to this Section 16 shall be limited to the aggregate principal amount of the Notes held by the Participating Noteholders (after the Effective Date such notes being Modified Notes) outstanding at the time a claim for indemnification is made in accordance with this Section 16. In addition, the aggregate amount of liability of the Tristan Parties to any particular Participating Noteholder and the Affiliates thereof, shall be limited to the aggregate principal amount of the Notes held by the applicable Participating Noteholder at the time the events took place giving rise to the relevant claim for indemnification made in accordance with this Section 16.

(e) No Consequential Damages. Notwithstanding the foregoing, in no event shall any Indemnifying Party be liable to any Indemnified Party for indirect, special, or consequential damages (including loss of profits) pursuant to this Section 16, even if advised of the possibility thereof. Any Damages determined by reference to the difference between the price paid by an

Indemnified Party for the Notes held by such Indemnified Party and the value of the Notes held by such Indemnified Party shall not be considered lost profits for purposes of this Section 16(e).

(f) Exclusive Remedy. For the avoidance of doubt, this Section 16 shall constitute the sole and exclusive remedy for monetary damages in respect of any breach of or default under this Agreement by any Indemnified Party and each Indemnified Party hereby waives and releases any and all statutory, equitable, or common law remedy for monetary damages any Indemnified Party may have in respect of any breach of or default under this Agreement. For the avoidance of doubt, nothing in this Section 16(f) shall prohibit or preclude the Participating Noteholders from seeking specific performance of this Agreement in accordance with its terms.

Section 17. Termination of Agreement.

(a) Unless terminated earlier pursuant to Section 17(b), this Agreement shall terminate upon the final distribution of all funds distributable hereunder.

(b) This Agreement shall automatically terminate and be of no further force and effect in the event that: (i) a Failed Consent Solicitation occurs; and (ii) the Prepackaged Plan has not been confirmed by the Bankruptcy Court on or before the Outside Date (subject to any agreement by the Parties to extend the Outside Date); *provided* that this Agreement shall not terminate pursuant to this Section 17(b) to the extent that the occurrence of a Failed Consent Solicitation (including a failure by Tristan to commence the Consent Solicitation) or the failure to obtain confirmation from the Bankruptcy Court is caused, directly or indirectly, by the failure of any Tristan Party to satisfy its Consent Solicitation Obligations or by the gross negligence or willful misconduct of any Tristan Party or if as of the Outside Date any Tristan Party is then in Material Breach of this Agreement.

(c) Sections 7(c), 16, 18(i), 18(k) and 19 shall survive any termination of this Agreement.

Section 18. Miscellaneous.

(a) All notices and other communications provided for herein shall be in writing and may be personally served, telecopied, e-mailed or sent by overnight courier of international reputation and shall be deemed to have been given when delivered in person, upon receipt of telecopy or e-mail or four Business Days after deposit with any such courier, with shipping costs prepaid and properly addressed. For the purposes hereof, the addresses of the Parties hereto (until notice of a change thereof is delivered as provided in this Section 18(a)) shall be as set forth under each party's name on the signature pages (including acknowledgments) hereof. Notwithstanding the foregoing, after the Effective Date, any notices shall be delivered in accordance with Section 13.02 of the Indenture and any notice to be provided by or to the Participating Noteholder shall be delivered to or by the Trustee as set out in the Indenture.

(b) This Agreement may be amended or modified only by an instrument or instruments in writing signed by the Representative on behalf of the Claimant Parties and the Supermajority Noteholders on behalf of the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders at the direction of the Supermajority Noteholders); *provided* that no amendment or modification to Section 4(a) or Section 4(b) of this Agreement

shall be effective as to any Participating Noteholder who does not vote in favor of or otherwise consent to such amendment or modification. Any provision of this Agreement may be waived only by an instrument or instruments in writing signed by, in the case of any obligation of some or all of the Tristan Parties the Representative on behalf of the Claimant Parties and, in the case of any obligation of the Participating Noteholders, the Supermajority Noteholders on behalf of the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders at the direction of the Supermajority Noteholders); *provided* that no waiver of any provision of Section 4(a) or Section 4(b) of this Agreement shall be effective as to any Participating Noteholder who does not vote in favor of or otherwise consent to such waiver.

(c) This Agreement shall be binding upon and inure to the benefit of the Security Agent, the Tristan Parties, the Participating Noteholders and the Participating Noteholders Representative and their respective successors and permitted assigns. Except as expressly set forth in Section 16(a) and this Section 18(c), nothing in this Agreement, express or implied, is intended to or shall confer upon anyone other than the Security Agent, the Tristan Parties, the Participating Noteholders and the Participating Noteholders Representative, their respective successors and permitted assigns any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Tristan Parties, including, for the avoidance of doubt, A. Stati, may not directly or indirectly (by operation of law or otherwise) assign, delegate, transfer or otherwise dispose of any of their respective rights or obligations under this Agreement in whole or in part without, in each case, obtaining the prior written consent of the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders), which the Participating Noteholders may withhold in their sole discretion. Any purported assignment, delegation, transfer or disposition in violation of the previous sentence shall be void and unenforceable *ab initio*. Notwithstanding anything to the contrary contained herein, the Parties hereto expressly intend that (x) the Trustee shall be regarded as an intended third party beneficiary of Sections 4(b)(ii), 16(a) and 20(b)(ii) of this Agreement with the right to enforce Sections 4(b)(ii), 16(a) and 20(b)(ii) of this Agreement against the Parties hereto.

(d) When reference is made in this Agreement to an Article, Exhibit or a Section, such reference shall be to an Article, Exhibit or Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise provided, when used herein, "dollar" or "\$" means the U.S. dollar. For the purposes of this Agreement, each representation and warranty and each covenant shall be analyzed independently of any other representation and warranty and covenant in order to determine whether there has been a breach.

(e) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the Parties may execute this Agreement by signing any such counterpart.

(f) This Agreement shall be effective (x) with respect to the Tristan Parties and the Majority Noteholders, as of the date hereof, and (y) with respect to each other Noteholder, when such Noteholder becomes a Participating Noteholder in accordance with the terms of this Agreement or the Consent Solicitation or the Prepackaged Plan, as applicable.

(g) Each of the Parties agrees to authorize the Security Agent to execute and file on its behalf all such further documents and instruments, and agrees to authorize the Security Agent to perform such other acts, as may be reasonably necessary or advisable to effectuate the purposes of this Agreement.

(h) Each of the Tristan Parties agrees to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably requested by the Participating Noteholders (or, after the Effective Date, the Trustee on behalf of the Participating Noteholders) to consummate, make effective and evidence the transactions contemplated by this Agreement and to vest in each Participating Noteholder (including those becoming such after the date hereof) the rights and benefits of this Agreement, including the execution and delivery of additional instruments. Without limiting the foregoing, the Parties hereto shall (and, following the Effective Date, the Participating Noteholders shall instruct the Trustee to) execute and deliver such other agreements, documents, instruments and other writings (including any additional sharing agreement or agreements) as may be necessary to vest the rights and privileges set forth in the Agreement in the Parties hereto, including any such agreements, documents, instruments and other writings, including additional amendments to this Agreement, reasonably requested by the Trustee, including to provide for the creation of two separate trust estates relating to the Existing Notes and the Modified Notes; provided that, in all cases, no such agreements, documents, instruments or other writings shall adversely modify or impact the economic rights of a Party hereto without the prior written consent of such Party.

(i) The Participating Noteholders (or, following the Effective Date, the Trustee on behalf of the Participating Noteholders) and the Claimant Parties may demand specific performance of this Agreement. Each of the Parties hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the Security Agent.

(j) THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS AGREEMENT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

(k) Each of the Parties agrees that any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The place of arbitration shall be New York, New York. Each of the Parties waives any objection which it may

now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such arbitration in any suit, action or proceeding. The language to be used in the arbitral proceedings shall be English. There shall be three arbitrators, one nominated by the initiating party in the request for arbitration, the second nominated by the other party within 30 days of receipt of the request for arbitration, and the third, who shall act as presiding arbitrator, nominated by the two parties within 30 days of the appointment of the second arbitrator. If any arbitrators are not nominated within these time periods, the ICC Court shall make the appointment(s) in accordance with the ICC Rules. In addition to the authority conferred on the arbitrators by the ICC Rules, and without prejudice to any provisional measures that may be available from a court of competent jurisdiction, the arbitrators shall have the power to grant any provisional measures that they deem appropriate, including but not limited to provisional injunctive relief, and any provisional measures ordered by the arbitrators shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

(l) Subject to Section 18(b), each Participating Noteholder agrees that if any Action is to be taken by the Participating Noteholders as a group and the process for such Action is not otherwise expressly provided for herein or in the Indenture as amended by the Proposed Amendments, the Action of the Requisite Noteholders (or the Trustee as directed by the Requisite Noteholders) shall be construed to be the Action of the Participating Noteholders as a group. For the avoidance of doubt, unless otherwise set forth herein, each Participating Noteholder is acting and agreeing to be bound by the terms of this Agreement severally on its own behalf and not jointly with any other Participating Noteholders.

Section 19. Confidentiality. Each Party hereto agrees that Confidential Information (as defined below) has been made available in connection with this Agreement. Such Party agrees that it will use, and that it will cause any Person to whom Confidential Information is disclosed pursuant to clause (i) below to use, the Confidential Information only in connection with the transactions contemplated by the Agreement and not for any other purpose. Each Party further acknowledges and agrees that such Party will not disclose any Confidential Information to any Person, *provided* that Confidential Information may be disclosed (i) to such Party's attorneys, (ii) to the Trustee, the Security Agent or the Participating Noteholders Representative, (iii) to the extent required by applicable law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which such Party is subject, *provided* that such Party gives the other Parties hereto prompt notice of such request(s), to the extent practicable (and not prohibited by law), so that the other Parties hereto may seek, at their expense, an appropriate protective order or similar relief (iv) for the purposes of enforcing the terms of this Agreement, or (v) to any Person who a Participating Noteholder believes is a prospective transferee of Notes or holder of Notes, but only to the extent such Participating Noteholder reasonably believes that such Person has a good faith intention to adhere to the terms of this Agreement, and, in each case, provided that such Person is advised of the terms of this Section 19 and agrees to a customary confidentiality agreement. "Confidential Information" means any information concerning the terms of the Agreement, the Arbitration, the Proceeds, the Consent Solicitation and the transactions contemplated hereby. The term "Confidential Information" does not include information that is or becomes generally available to the public, including pursuant to Section 15 herein, other than as a result of a

disclosure by a Party hereto in violation of this Agreement. This Section 19 shall terminate and be of no further force and effect on the Effective Date. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prohibit the Claimant Parties from providing a copy of this Agreement to any arbitration board or tribunal in connection with the Arbitration.

Section 20. Appointment of Representative; Requisite Noteholders.

(a) Each of the Tristan Parties (by virtue of their execution of this Agreement) hereby appoints, authorizes and empowers A. Stati (and any successor of A. Stati or any assign of A. Stati), to act as a representative (the "Representative"), for the benefit of the Tristan Parties in their capacity as such, as the exclusive agent and attorney-in-fact to act on behalf of each Tristan Party, in connection with and to facilitate the consummation of the transactions contemplated hereby, and to serve as each Tristan Party's authorized agent for purposes of service of process. The other Parties hereto shall have the right to rely upon all actions taken or omitted to be taken by the Representative pursuant to this Agreement and any other agreement or document referenced herein or therein, all of which actions or omissions shall be legally binding upon the Tristan Parties. The grant of authority provided for herein is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Tristan Party.

(b) For the avoidance of doubt and notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree to the following:

(i) Prior to the Effective Date:

(A) Each Participating Noteholder shall disclose to Dechert LLP its holding of Notes and shall provide to Dechert LLP evidence reasonably satisfactory to Dechert LLP of such ownership, which evidence may consist of copies of certificates, "screenshots" from any Clearing System, or from a Custodian. Dechert LLP will, without liability to any Person whatsoever and without any obligation to investigate or inquire as to the veracity or completeness of any such evidence, if requested, confirm to the Representative the aggregate holdings of the Participating Noteholders and, if requested for the purposes of determining whether a majority of the Notes held by the Participating Noteholders have taken or propose to take any Action, confirm to the Representative the aggregate Pro Rata Percentage of the relevant Participating Noteholders.

(B) The Participating Noteholders hereby authorize Dechert LLP to provide notices or instructions in respect of any Actions to the Tristan Parties pursuant to this Agreement on behalf of the Participating Noteholders as directed by the Requisite Noteholders. Dechert LLP shall be entitled to rely fully and without inquiry on certificates and representations made by the Participating Noteholders (or any of them) in documents delivered to it, and shall have no liability whatsoever to any Person for or in respect of taking any actions contemplated by this Section 20(b).

For the purposes of this Section 20(b), references to Dechert LLP shall include such other counsel as are appointed in their place by the Requisite Noteholders.

(ii) From the Effective Date:

(A) Subject to the limitations set forth herein, any Actions taken pursuant to this Agreement or the Indenture or the Sharing Global Note may be taken by the Trustee on behalf of the Participating Noteholders at the direction of the Requisite Noteholders in accordance with the terms of the Indenture as amended by the Proposed Amendments. In taking such Action, the Trustee shall be entitled to rely upon any evidence of ownership of Notes provided by a Clearing System or the Custodian and any calculation of percentage ownership of Notes derived therefrom.

(B) The Requisite Noteholders shall continue to have the right to take any Actions on behalf of the Participating Noteholders (subject to the limitations set forth herein and in the Indenture as modified by the Proposed Amendments) and for such purposes may provide evidence of their identity and holdings and provide instructions or notices to the Tristan Parties as set forth in clause 20(b)(i) above.

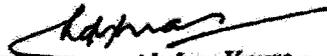
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**BLACK RIVER EMERGING MARKETS
FUND LTD.**

By: Black River Asset Management LLC
Its: Investment Advisor

By: 
Name: Akshay Kaura
Title: Authorized Signatory

Notice Address:
Black River Asset Management LLC
Attn: Mark G. Rabogliatti
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3350
E-Mail: mark.rabogliatti@black-river.com

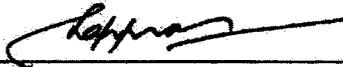
With a copy to:
Black River Asset Management LLC
Attn: Vicki Beeth
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3678
E-Mail: vicki.beeth@black-river.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**BLACK RIVER EMERGING MARKETS
CREDIT FUND LTD.**

By: Black River Asset Management LLC
Its: Investment Advisor

By: 
Name: Akshay Kaura
Title: Authorized Signatory

Notice Address:
Black River Asset Management LLC
Attn: Mark G. Rabogliatti
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3350
E-Mail: mark.rabogliatti@black-river.com

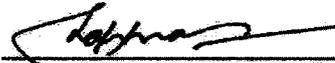
With a copy to:
Black River Asset Management LLC
Attn: Vicki Beeth
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3678
E-Mail: vicki.beeth@black-river.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**BLACK RIVER EMCO MASTER FUND
LTD.**

By: Black River Asset Management LLC
Its: Investment Advisor

By: 
Name: Akshay Kaura
Title: Authorized Signatory

Notice Address:
Black River Asset Management LLC
Attn: Mark G. Rabogliatti
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3350
E-Mail: mark.rabogliatti@black-river.com

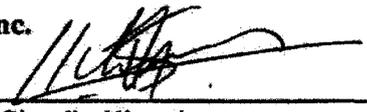
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Black River Asset Management LLC
Attn: Vicki Beeth
9320 Excelsior Boulevard
Hopkins, MN 55343
Tel: (952) 984-3678
E-Mail: vicki.beeth@black-river.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

Blu Funds Inc.

By: _____


Name: Claudio Khamis

Title: Power of Attorney

Notice Address:

1835 NE Miami Gardens Drive

Ste #236

North Miami Beach FL 33179

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**CVI GVF (Lux) Master S.a.r.l.
By CarVal Investors, LLC
Its Attorney-in-Fact**

By: Benjamin Ramli

Name: Benjamin Ramli

Title: Authorized Signatory

Notice Address:

C/O CarVal Investors, LLC
8320 Excelsior Blvd, 7th Floor
Hopkins, MN 55343
Email: Pbsettlements@carval.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

Deutsche Bank AG London

By: _____

Name: *B. McKee*

Title: *MD*

Notice Address:

Deutsche Bank AG, Winchester
House, 1 Great Winchester Street,
London, EC2N 2DB

With a copy to:

Serge Lioutyi

Deutsche Bank AG London

By: _____

Name: **Claire Coustar**

Title: **Managing Director**

Notice Address:

Deutsche Bank AG, Winchester
House, 1 Great Winchester Street,
London, EC2N 2DB

With a copy to:

Serge Lioutyi

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

GOLDMAN SACHS INTERNATIONAL

By: 
Name: SAIDENBERG
Title: TD

Notice Address:

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB
United Kingdom

Emerging Markets Trading:
Facsimile No. +44 20 7051 7649

Legal Department:
Facsimile No. +44 20 7774 0457

Telephone No. 44-20 7774 1000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

Gramercy Funds Management LLC, not in its individual capacity but solely on behalf of its investment funds and managed accounts holding the Notes

By: 
Name: Robert Lanava
Title: Partner, Gramercy Funds Management LLC

Notice Address: Robert Lanava
20 Dayton Avenue, Greenwich, CT
06830

With a copy to:

By: _____
Name:
Title:

Notice Address:

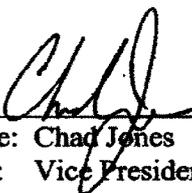
With a copy to:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**LATIN AMERICA RECOVERY FUND
LLC**

By: 
Name: Caroline M. Terry
Title: Vice President

By: 
Name: Chad Jones
Title: Vice President

Notice Address:

Attn: Bradshaw McKee
1011 Centre Road, Ste. 200
Wilmington, DE 19805
Tel.: (212) 250-3653
E-Mail: bradshaw.mckee@db.com

With a copy to:

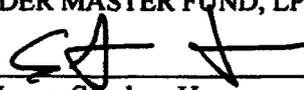
Black River Asset Management LLC
Attn: Mark G. Rabogliatti
9320 Excelsior Blvd.
Hopkins, MN 55343
Tel: (952) 984-3350
E-Mail: mark.rabogliatti@black-river.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

**Outrider Management LLC on behalf of
OUTRIDER MASTER FUND, LP**

By: _____


Name: Stephen Hope

Title: Managing Member

Notice Address:

c/o Outrider Management, LLC
1001 Bayhill Drive, Suite 125
San Bruno, CA 94066

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MAJORITY NOTEHOLDERS

Standard Bank plc

By: 
Name: David Feld
Title: Executive

Notice Address:
20 Gresham Street, London. EC2V
7JE

With a copy to:
[]

By: _____
Name:
Title:

Notice Address:
[]

With a copy to:
[]

TRISTAN PARTIES

TRISTAN OIL LTD.



By: _____

Name: ANATOLIE STATI
Title: DIRECTOR

Notice Address:

c/o Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

With a copy to:

Reginald R. Smith
King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002-5213

ASCOM GROUP, S.A.



By: _____

Name: ANATOLIE STATI
Title: PRESIDENT

Notice Address:

c/o Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

With a copy to:

Reginald R. Smith
King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002-5213

TERRA RAF TRANS TRADING LTD.

By: 

Name: ANATOLIE STATI
Title: DIRECTOR

Notice Address:

c/o Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

With a copy to:

Reginald R. Smith
King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002-5213

ANATOLIE STATI 

Notice Address:

c/o Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

With a copy to:

Reginald R. Smith
King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002-5213

GABRIEL STATI



Notice Address:

c/o Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

With a copy to:

Reginald R. Smith
King & Spalding LLP
1100 Louisiana Street
Suite 4000
Houston, TX 77002-5213

Exhibit A

Consent Solicitation and Exchange

Material Terms and Proposed Amendments

- Offeror.....Tristan Oil Ltd., a British Virgin Islands company.
- Purpose of the Consent Solicitation...The purpose of the consent solicitation (the “Consent Solicitation”) will be to solicit consents from holders of Notes (the “Consents”) to (i) the execution of a supplemental indenture to effect certain proposed amendments to the Indenture as set forth below (the “Proposed Amendments”), including the issuance of a new class of Notes (the “Modified Notes”) and (ii) approve the terms of and become bound by the provisions of the Sharing Agreement and Assignment of Rights (the “Sharing Agreement”).
- Offer and Exchange Period.....The Consent and Exchange Solicitation will be kept open for 20 Business Days and will be offered to each holder of Notes.
- Consents.....Only those holders of Notes who provide Consents in the Consent Solicitation (the “Consenting Noteholders”) will be agreeing to (i) the Proposed Amendments and (ii) the terms of the Sharing Agreement. The Proposed Amendments will amend the terms of the Indenture and be binding on all Holders. Provided, however, those Holders who do not provide Consents will not participate in the Exchange (described below), will not have their rights under their Notes altered, will not receive the rights and benefits identified under the Indenture as applicable to holders of the Modified Notes, will not have the burdens identified under the Indenture as applicable to holders of the Modified Notes and will not have the rights, benefits or burdens under the Sharing Agreement.

Tristan will accept Consents as they are provided by Holders. Tristan expects to consummate the supplemental indenture effecting the Proposed Amendments promptly following the receipt of Consents of holders of 85% of the Notes (although all Holders will be entitled to provide their consent and to participate in the Exchange until closing of the Offer and Exchange Period).

Existing Notes	10½% Senior Secured Notes due 2012 issued under the Indenture.
Modified Notes	Notes issued under the Indenture that will constitute a separate series from the Existing Notes and will have a separate CUSIP number. The terms of the Modified Notes vary significantly from the terms of the Existing Notes, as further described herein, and are not fungible with the Existing Notes.
Exchange.....	All Holders who provide their Consents will be required to exchange their position under the Existing Notes for a like position under the Modified Notes. As part of the exchange, the Noteholders will receive a like principal amount of Modified Notes in exchange for their interest in the Existing Notes and all accrued interest on the Existing Notes owing as of January 1, 2012 will be deemed owing under the Modified Notes. All Existing Notes with respect to which Consents are delivered will be exchanged for Modified Notes provided that Tristan receives Consents from Holders of at least 85% of the Notes and successfully consummates the supplemental indenture.
Consideration.....	The consideration for consents will be the rights and remedies accruing to the Participating Noteholders under the Modified Notes and Sharing Agreement.

Proposed Amendments:

The following is a summary of the Proposed Amendments to the Indenture, including the terms of the Modified Notes, for which Consents will be sought in the Consent Solicitation. The purpose of the Proposed Amendments is, among other things, to amend the Indenture to allow for the issuance of the Modified Notes and to codify certain of the terms of the Sharing Agreement within the Indenture solely for the benefit and burden of the holders of the Modified Notes. Certain of the Proposed Amendments would only impact the rights and privileges of the Consenting Noteholders (i.e., those Holders who provide Consents and successfully participate in the Exchange).

Modified Notes

The Proposed Amendments would create a new series of notes referred to as the “Modified Notes.” The Modified Notes will have their own separate trust estate under the Indenture separate and apart from the trust estate that exists for the benefit of the holders of the Existing Notes. The trust estate under both the Modified Notes and the Existing Notes will have the benefit of the existing pledge agreements, security documents and guaranties and any recoveries on those assets will continue to be shared pro rata between the holders of the Existing Notes and the holders of the Modified Notes as if there was not two separate trust estates. However, the holders of the Modified Notes will also have as part of its trust estate the exclusive benefit to the distribution of Proceeds in accordance

with the terms of the Sharing Agreement and will be granted, as additional security, the lien described in the Security and Collateral Assignment Agreement (described below). The Proposed Amendments would create a new Exhibit A3 to the Indenture, which would set forth the global form of the Modified Notes to be known as the Sharing Global Note. The proposed form of the Sharing Global Note is set forth on Schedule I hereto. The maturity date of the Modified Notes represented by the Sharing Global Note would be January 1, 2016 and the interest provisions related thereto will be as set forth in the Sharing Global Note. The Proposed Amendments would also provide the following definition of a “Sharing Global Note:”

“*Sharing Global Note*” means a global Modified Note substantially in the form of Exhibit A3 hereto bearing the Global Note Legend and the Sharing Agreement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee.”

Amendment to Definition of Global Notes. The Proposed Amendments would amend and restate the Definition of “Global Notes” in its entirety as follows:

“*Global Notes*” means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes deposited with or on behalf of and registered in the name of the Depository or its nominee, substantially in the form of Exhibits A1, A2 and A3 hereto and that bears the Global Note Legend and that has the “Schedule of Exchanges of Interests in the Global Note” attached thereto, issued in accordance with Section 2.01, 2.06(b)(3), 2.06(b)(4), 2.06(d)(2) or 2.06(f) hereof.

New Definitions. The Proposed Amendments would amend Section 1.01 of the Indenture to create the following defined terms in appropriate alphabetical order (or in the case of existing terms, amend and restated such terms):

“*Account*” means (i) the account maintained by the Security Agent (as such term is defined in the Security Agent Agreement) pursuant to the Security Agent Agreement, and shall include such sub-accounts or correspondent accounts maintained by or on behalf of the Security Agent through which any payment to the aforementioned account not in US Dollars may need to be made as are notified by the Security Agent to the Representative from time to time, or (ii) such other account as the Participating Noteholders Representative (or, following the Effective Date and the Trustee’s agreement to assume the obligations of the Participating Noteholders Representative, the Trustee on behalf of the Participating Noteholders) and the Representative shall agree in writing.

“*Action*” means any claim, request, demand, waiver, amendment, supplement objection, instruction or other action.

“*Arbitration*” means the arbitration before the Arbitration Institute of the Stockholm Chamber of Commerce (116/2010) between the Claimant Parties (as claimants) and the Republic of Kazakhstan (as respondent) commenced pursuant to The Energy Charter Treaty by way of a Request for Arbitration dated July 26, 2010 and/or any other arbitration or similar proceeding brought by any of the Claimant Parties or any of their Affiliates against the Republic of Kazakhstan in respect of some or all of the Claims.

“Asset Amounts” means any monies received by the Trustee on or before the dates specified in Section 3(e) of the Sharing Agreement and generated by a sale of any Assets following enforcement against, or foreclosure on, the Assets by or on behalf of the Participating Noteholders, in all cases, net of any costs incurred or further capital investment made by or on behalf of the Participating Noteholders in managing or developing such Assets or generating such a sale. *“Asset Amounts”* shall not include any monies received following the termination of the Guarantors Standstill Period pursuant to Section 6(c)(i) or (ii) of the Sharing Agreement.

“Assets” means any monies, balances in bank accounts, assets (including fields, plants and properties), underground resource contracts, subsoil use rights or licenses, previously or currently held by, issued to or registered in the name of either Guarantor, without prejudice to any claims in the Arbitration that such assets have been expropriated.

“Award” means any award of damages (or the payment of other monies or compensation) rendered in favor of some or all of the Claimant Parties in the Arbitration, and any subsequent Order issued for the purposes of confirming or recognizing an Award, executing an Award, enforcing the terms of an Award, collecting an Award, attaching assets in furtherance of an Award or otherwise rendered for the purposes of realizing on an Award or any of the Claims.

“Claimant Parties” has the meaning ascribed to such term in the Sharing Agreement.

“Claims” has the meaning ascribed to such term in the Sharing Agreement.

“Cure Period” means (A) with respect to any Material Breach if such Material Breach consists of the failure to comply with an applicable time limit or deadline, 10 days following the date of the occurrence of such Material Breach, (B) with respect to any other Material Breach related to Section 3(a)(ii) or (iii), Section 4 or Section 8(a)(i) of the Sharing Agreement, 30 days following the date of the occurrence of such Material Breach, or (C) in all other cases, (i) if one or more Participating Noteholders unaffiliated with any Tristan Party have knowledge of such breach or Material Breach, 30 days following the date the Trustee or Requisite Noteholders give written notice to the Tristan Parties of the occurrence of such breach or Material Breach or (ii) if one or more Participating Noteholders do not have knowledge of such breach or Material Breach, 30 days following the date of the occurrence of such breach or Material Breach.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A2 with respect to the Existing Notes and substantially in the form of Exhibit A3 with respect to the Modified Notes, except in each case such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interest in the Global Note” attached hereto.

“Effective Date” has the meaning ascribed to such term in the Sharing Agreement.

“Existing Notes” means the 10½% Senior Secured Notes due 2012, which as of December 1, 2012 were in the aggregate amount of US\$531,110,000.

“Governmental or Judicial Authority” means means any transnational, domestic or foreign federal, state or local governmental authority, department, court, agency or official, including any political subdivision thereof.

“Guarantors Default” means the failure of the Tristan Parties or the Guarantors to pay all sums due under the Modified Notes (including the Outstanding Amount) on or before January 1, 2014.

“Guarantors Standstill Period” means the period beginning on the date hereof and ending on January 1, 2014 unless earlier terminated in accordance with the Sharing Agreement.

“Material Breach” means a breach by any Tristan Party, directly or indirectly, of any provision of Section 3(a)(ii) or (iii), Section 4, Section 5, Section 8(a)(i) or Section 9 of the Sharing Agreement or any failure to pay when due and in full amounts due and payable under Modified Notes following the Effective Date.

“Modified Notes” means the Notes issued by the Company under the Indenture containing the terms set forth in Exhibit A-3 as the Sharing Global Note.

“Modified Notes Collateral” means all collateral pledged under the Security and Collateral Assignment Agreement.

“Modified Notes Collateral Agent” means Wells Fargo Bank, National Association, as the collateral agent with respect to the Modified Notes Collateral for the benefit of the Holders of the Modified Notes, and its successors and assigns.

“New Default” means a new Default occurring after the Effective Date with respect to Modified Notes (excluding any Default or Event of Default subject to Section 6(a) of the Sharing Agreement (Standstill)), but for the avoidance of doubt, not including any Default or Event of Default that existed and was continuing as of the Effective Date. In addition, for the avoidance of doubt, for purposes of Sections 6 and 7 of this Agreement, a New Default shall be deemed not to include a Guarantors Default.

“Notes” means, prior to the Effective Date, the Existing Notes and after the Effective Date, the Modified Notes and the Existing Notes.

“Order” means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental or Judicial Authority, arbitrator or similar judicial entity.

“Original Amount” means an amount equal to \$642,510,000 (being all principal and accrued interest under the Notes up to January 1, 2012)

“Outstanding Amount” means as of any date, an amount equal to the sum of (a) the Original Amount multiplied by the Participating Noteholders’ Percentage and (b) Special Interest accrued and unpaid as of such date on the Modified Notes, .

“Participating Noteholders” means each Holder of a Global Sharing Note who thereby is bound by the Sharing Agreement from time to time.

“Participating Noteholders’ Percentage” means a number expressed as a percentage and determined by multiplying 100 by the quotient of (i) the aggregate principal amount of the outstanding Modified Notes, and (ii) US \$531,110,000, in the case of (i) as of the time of determination.

“Requisite Noteholders” means Holders beneficially owning at least a majority in aggregate principal amount of the Modified Notes and entitled to vote on matters pursuant to the Sharing Agreement and the Indenture.

“Security Agent Agreement” has the meaning ascribed to such term in the Sharing Agreement.

“Security and Collateral Assignment Agreement” has the meaning ascribed to such term in Section 5(a) of the Sharing Agreement.

“Secured Obligations” has the meaning ascribed to such term in Section 5(a) of the Sharing Agreement.

“Series” means either the series of Notes evidenced by the Existing Notes or the series of Notes evidenced by the Modified Notes.

“Sharing Agreement” means that certain Sharing Agreement and Assignment of Rights, dated as of December [], 2012, by and among the Company and the other parties named therein, as amended, restated or supplemented from time to time.

“Sharing Record Date” means, with respect to the distribution of funds pursuant to this Agreement, the close of business in the place of the Registrar’s office on the date preceding each date funds are deposited into the Account.

“Special Interest” interest on the principal amount of the Modified Notes outstanding on January 1, 2012 at the highest of any rates of interest provided for in the Award for any corresponding period (including any pre-Award interest or any other rate of return designed to account for the time value of money for the period between January 1, 2012 and the date of the Award or any portion thereof) and, to the extent that the compounding of interest is provided in the Award, compounding after January 1, 2012 for the shortest of any intervals as are provided for in the Award for any corresponding period.

“Supermajority Noteholders” means, as of the relevant date of determination, Holders owning at least two-thirds in aggregate principal amount of Modified Notes outstanding and entitled to vote on matters pursuant to the Sharing Agreement and the Indenture.

“Tristan Parties” means, collectively, the Company, Anatólie Stati, Gabriel Stati, Ascom Group, S.A. and Terra Raf Trans Trading Ltd.

“*Tristan Standstill Period*” means the period beginning on the date hereof and ending on January 1, 2016 unless earlier terminated in accordance with the Sharing Agreement.

Amendment to Section 2.01 of the Indenture. The Proposed Amendments would amend and restate Section 2.01 of the Indenture in its entirety as follows:

Section 2.01 Form and Dating.

(a) *General.* The Notes and the Trustee’s certificate of authentication will be substantially in the form of Exhibits A1, A2 and A3 hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note will be dated the date of its authentication. The Notes shall be in denominations of \$1,000 and integral multiples thereof.

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) *Global Notes.* Notes issued in global form will be substantially in the form of Exhibits A1, A2 and A3 hereto (including the Global Note Legend thereon and the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Notes issued in definitive form will be substantially in the form of Exhibits A1, A2 and A3 hereto (but without the Global Note Legend thereon and without the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Each Global Note will represent such of the outstanding Notes as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) *Euroclear and Clearstream Procedures Applicable.* The provisions of the “Operating Procedures of the Euroclear System” and “Terms and Conditions Governing Use of Euroclear” and the “General Terms and Conditions of Clearstream” and “Customer Handbook” of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by Participants through Euroclear or Clearstream.

Amendment to Section 2.06 of the Indenture. The Proposed Amendments would amend Section 2.06 of the Indenture to add a new subsection (h)(9), which would read as follows:

(9) Notwithstanding anything to the contrary contained in this Section 2.06, the Existing Notes and the Modified Notes shall constitute separate series of Notes. After the Effective Date, Holders may not transfer their interest in a Existing Note for an interest in a

Modified Note nor transfer their interest in a Modified Note for an interest in the Existing Note. All references in Section 2.06 to the transfer from one Note to another Note shall be interpreted as to referring to transfers with respect to the same series of Notes.

Amendment to Section 2.06 of the Indenture. The Proposed Amendments would amend Section 2.06 of the Indenture to add a new subsection (i), which would read as follows:

- (i) Each Sharing Global Note (and any such Note in certificated form) shall include the following legend (the “Sharing Agreement Legend”):

“THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SHARING AGREEMENT AND ASSIGNMENT OF RIGHTS, DATED AS OF DECEMBER 11, 2012, BY AND AMONG TRISTAN OIL LTD. AND THE OTHER PARTIES NAMED THEREIN (THE “SHARING AGREEMENT”). THE SHARING AGREEMENT IMPOSES SIGNIFICANT RESTRICTIONS ON YOUR ABILITY TO PURSUE CLAIMS AGAINST TRISTAN OIL LTD., EITHER OF THE GUARANTORS OR PURSUANT TO THE PLEDGE AGREEMENTS OR TO CAUSE THE TRUSTEE TO PURSUE SUCH CLAIMS ON YOUR BEHALF. ANY TRANSFEREE OF THIS NOTE WILL TAKE THE NOTE SUBJECT TO THE TERMS AND CONDITIONS OF THE SHARING AGREEMENT. ACCORDINGLY, THE HOLDER OF THIS NOTE AND ANY PROPOSED TRANSFEREE THEREOF IS URGED TO READ THE SHARING AGREEMENT IN ITS ENTIRETY, A COPY OF WHICH IS AVAILABLE UPON REQUEST FROM THE TRUSTEE AND TRISTAN OIL LTD.”

Amendment to Section 2.07 of the Indenture. The Proposed Amendments would amend Section 2.07 of the Indenture by amending and restating the first sentence of such Section so as to read as follows:

If any mutilated Note is surrendered, to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company will issue and the Trustee upon receipt of an Authentication Order, will authenticate a replacement Note of the same series if the Trustee’s requirements are met.

Amendments to Section 3.07 of the Indenture. The Proposed Amendments would amend Section 3.07 of the Indenture to re-label existing subsection (d) as “(e)” and would add a new subsection (d) that would read as follows and that would only apply to the Participating Noteholders:

(d) Notwithstanding anything to the contrary contained herein, but subject to the conditions set forth in, Section 7(a) of the Sharing Agreement, the Company may redeem all (but not less than all) of the Modified Notes upon not less than 30 nor more than 60 days’ notice. The total redemption price paid to redeem all the Modified Notes shall be \$1.00, which amount will be retained by the Trustee as part of its compensation and no portion of such \$1.00 redemption price shall be distributed to Holders. Upon compliance with the redemptions provisions of this Article III, each Holder’s interest in the Modified Notes will be terminated and will not be considered outstanding for any reason.

Amendments to Article IV of the Indenture. The Proposed Amendments would amend Article IV of the Indenture to delete the following Sections: 4.03(a) and (b), 4.04, 4.09, 4.10, 4.11, 4.17, 4.18, 4.20, 4.21, 4.22, 4.23 and 4.24 and to add new Section 4.25 as follows:

Section 4.25 Pledge Agreements and Security and Collateral Assignment Agreement.

The Company will not assign its interest in any Pledge Agreement or the Security and Collateral Assignment Agreement or otherwise amend any Pledge Agreement or the Security and Collateral Assignment Agreement.

Amendment to Section 4.05 of the Indenture. The Proposed Amendments would amend Section 4.05 to delete the clause “, and will cause each of its Subsidiaries to pay,” from the first sentence of such Section.

Amendment to Section 4.06 of the Indenture. The Proposed Amendments would amend Section 4.06 to remove all references therein to the Guarantors.

Amendment to Section 4.08 of the Indenture. The Proposed Amendments would amend Section 4.08 to read in its entirety as follows:

Section 4.08 Restricted Payments.

(a) The Company will not directly or indirectly declare or pay any dividend or make any other payment or distribution on account of the Company’s or such Guarantor’s Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company) or to the direct or indirect holders of the Company’s Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company and other than dividends payable to the Company).

(b) Notwithstanding the foregoing, nothing shall prohibit the payment of any amounts by the Company in connection with the Sharing Agreement.

Amendment to Section 4.12 of the Indenture. The Proposed Amendments would amend Section 4.12 to remove all references therein to the Guarantors and to add a new subsection (c) that would read as follows:

(c) Notwithstanding the foregoing, nothing herein shall prohibit any transaction conducted in connection with the Sharing Agreement.

Amendment to Section 4.13 of the Indenture. The Proposed Amendments would amend Section 4.13 to remove all references therein to the Guarantors and to add the following language at the end of such Section: “and Liens imposed by or as a result of any action taken at the direction of the Republic of Kazakhstan.”

Amendment to Section 4.14 of the Indenture. The Proposed Amendments would amend Section 4.14 to read in its entirety as follows:

Section 4.14 Business Activities.

The Company will not engage in any new business different from that in which it was engaging on **[date of Sharing Agreement]** except with respect to pursuing the Arbitration or pursuing other activities consistent with the Sharing Agreement.

Amendment to Section 4.15 of the Indenture. The Proposed Amendments would amend Section 4.15 to remove all references therein to the Guarantors.

Amendment to Section 4.16 of the Indenture. The Proposed Amendments would amend Section 4.16 to read in its entirety as follows:

Section 4.16 *Company Change of Control.*

Other than as permitted by the Sharing Agreement, the Company shall not permit the transfer of any of the equity interests in the Company.

Amendment to Section 4.19 of the Indenture. The Proposed Amendments would amend Section 4.19 to delete the last sentence of such Section.

Amendment to Section 5.01 of the Indenture. The Proposed Amendments would amend Section 5.01 to remove all references therein to the Guarantors.

Amendment to Section 6.01 of the Indenture. The Proposed Amendments would amend Section 6.01 to add the following sentence at the end of such section: "Notwithstanding the foregoing, an Event of Default with respect to the Modified Notes shall have the definition set forth in the form of Sharing Global Note and for the purposes therein references to this Section in that definition shall exclude any reference to the Guarantors."

Amendment to Section 6.04 of the Indenture. The Proposed Amendments would amend Section 6.04 by amending and restating the first sentence of such Section so as to read as follows:

(A) Holders of not less than a majority in aggregate principal amount of the then outstanding Notes of the Series represented by the Existing Notes by notice to the Trustee may on behalf of the Holders of all the Existing Notes waive an existing Default or Event of Default and its consequences hereunder with respect to the Existing Notes, except a continuing Default or Event of Default in the payment of principal of, premium, if any, Additional Amounts, if any, or interest on, the Existing Notes (including in connection with an offer to purchase); provided, however, that the Holders of a majority in aggregate principal amount of the Existing Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration; and (B) Holders of not less than two-thirds in aggregate principal amount of the Series represented by the Modified Notes by notice to the Trustee may on behalf of the Holders of all the Modified Notes waive an existing Default or Event of Default and its consequences hereunder with respect to the Modified Notes, except a continuing Default or Event of Default in the payment of principal of, premium, if any, Additional Amounts, if any, or interest on, the Modified Notes (including in connection with an offer to purchase); provided, however, that the Holders of not less than two-thirds in aggregate principal amount of the Modified Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration.

Amendment to Section 6.05 of the Indenture. The Proposed Amendments would amend Section 6.05 to add the following clause at the end of such Section: “Notwithstanding the foregoing, if an proceeding or remedy relates solely to a Series of Notes, the majority Holders of such Series of Notes shall be considered when determining if a sufficient amount to Holders have provided direction to the Trustee.”

Amendment to Section 6.06 of the Indenture. The Proposed Amendments would amend Section 6.06 to add the following clause at the beginning of the first sentence of such Section: “Except to enforce the rights of the Participating Noteholders under the Sharing Agreement, which may be enforced either by the Requisite Noteholders (as defined in the Sharing Agreement) or the Trustee,”.

Amendment to Section 6.07 of the Indenture. The Proposed Amendments would amend Section 6.07 to replace the first clause of such section in its entirety with the following: “Notwithstanding any other provision of this Indenture, but subject to the terms of the Sharing Agreement with respect to Holders of the Modified Notes,”.

Amendment to Section 6.10 of the Indenture. The Proposed Amendments would amend Section 6.10 by amending and restating the first clause of such Section up to “First” so as to read as follows:

The Existing Notes and the Modified Notes represent two separate series of Notes and two separate trust estates are deemed created under this Indenture. The repayment terms, collateral and rights under each Series of Notes are different. Subject to the prior payment of any amounts owed to the Trustee, the Trustee shall apply any proceeds received from the Collateral to the two series of Notes on a pro rata basis based upon the aggregate principal amount of the then outstanding Notes. Subject to the prior payment of any amounts owed to the Trustee, any proceeds received by the Trustee on (i) the Modified Note Collateral or (ii) on account of the Sharing Agreement shall be distributed solely to Holders of the Modified Notes and no such funds shall be distributable to the Holders of the Existing Notes. Each reference in this Section 6.10 to Notes should be deemed a reference to the applicable Series of Notes, unless the distribution is on account of both Series. Subject to the foregoing, if the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money or property in the following order:

Amendment to Section 6.10 of the Indenture. The Proposed Amendments would amend Section 6.10 by adding a new paragraph at the end of such Section, which would read as follows:

For the avoidance of doubt, if and to the extent any Asset Amounts are received by the Trustee, such amounts shall be distributed by the Trustee to the Holders of the Existing Notes and the Modified Notes on a pro rata basis, considering for this purpose the Existing Notes and the Modified Notes to be a single class of Notes. If more than one distribution is made on account of Asset Amounts, all prior distributions of Asset Amounts shall be considered payments of principal for purposes of calculating the pro rata amount due to each Series of Notes (notwithstanding any language contained in the Modified Notes regarding how Asset Amounts impact the amount due on the Modified Note). Under the terms of the Sharing Agreement, Asset Amounts to be distributed to the Holders of the

Modified Note will be required to be paid over to the Security Agent (as such term is defined in the Security Agent Agreement). For the avoidance of doubt, to the extent that the Trustee receives proceeds from the Collateral that are not Asset Amounts, such proceeds shall be applied pursuant to the first paragraph of this Section 6.10.

Notwithstanding the foregoing, the actual principal amount of the Modified Notes shall only be reduced by that portion of the Asset Amounts actually held by the Security Agent for distribution to the holders of the Modified Notes pursuant to Section 4(b)(iii) of the Sharing Agreement.

Amendment to Section 7.06 of the Indenture. The Proposed Amendments would delete Section 7.06 in its entirety and replace it with “[Intentionally Omitted].”

Amendment to Section 9.02 of the Indenture. The Proposed Amendments would amend Section 9.02 of the Indenture to add a new paragraph at the end of such Section which shall read as follows:

Notwithstanding anything to the contrary contained herein, including Section 9.01, the Modified Notes shall rank *pari passu* in right to payment with the Existing Notes under the Indenture and shall share *pari passu* in any recoveries on the Collateral or under the Pledge Agreements. However, Holders of the Modified Notes shall vote as a separate class with respect to any matters whatsoever relating to the Sharing Agreement, the Sharing Global Note, the Security and Collateral Assignment Agreement, the Security Agent Agreement and the rights, privileges and obligations inuring to the Participating Noteholders on account of their status as a Holder of a Modified Note, and the Holder of the Existing Notes shall not be entitled to any vote with respect thereto and shall have no rights in the Sharing Agreement, the Sharing Global Notes, the Security and Collateral Assignment Agreement or the Security Agent Agreement. To the extent any action may be taken or is required to be taken by Holders of the Modified Notes pursuant to the Sharing Agreement, the Indenture or the Modified Notes, the vote of the Requisite Noteholders shall be sufficient to effect such action and the Trustee shall be entitled to rely upon any action so taken. Subject to Section 18(b) of the Sharing Agreement and Section 9.02 of the Indenture, to the extent any amendment to or any waiver of, any provision of the Sharing Agreement, the Sharing Global Note, the Indenture, the Modified Notes or the rights, privileges and obligations inuring to Holders of the Modified Notes is required or requested, the vote of the Supermajority Noteholders shall be required to effect such amendment or waiver.

Amendment to Section 9.06 of the Indenture. The Proposed Amendments would amend Section 9.06 of the Indenture to delete the second to last paragraph thereof in its entirety.

Amendment to Article 10 of the Indenture. The Proposed Amendments would amend Section 10.01 of the Indenture to add a new paragraph at the end of such Section, which shall read as follows:

In addition to the security of the Pledge Agreements, the Modified Notes are also secured by the Security and Collateral Assignment Agreement and the Security Agent Agreement. Each Holder of the Modified Notes by its acceptance thereof, consents and agrees to the terms of the Security and Collateral Assignment Agreement, the Security Agent

Agreement and the Sharing Agreement and directs the Notes Collateral Agent to enter into the Security and Collateral Assignment Agreement and the Security Agent Agreement and to exercise its rights thereunder in accordance with the directions delivered by the Requisite Noteholders. The Company will take any and all actions reasonably required to cause the Security and Collateral Assignment Agreement to create and maintain, as security for the Modified Notes, a valid and enforceable perfected first priority Lien in and on all the Notes Collateral, in favor of the Modified Notes Collateral Agent for the benefit of the Holders of the Modified Notes, superior to and prior to the rights of all third Persons and subject to no other Liens.

Amendment to Article 10 of the Indenture. The Proposed Amendments would amend Section 10.02 to delete subsections (b) and (c) thereof in their entirety.

Amendment to Article 10 of the Indenture. The Proposed Amendments would amend Article 10 of the Indenture to add a new Section 10.07, which shall read as follows:

Section 10.07. Marshalling of Assets. For the avoidance of doubt, notwithstanding anything to the contrary contained in the Indenture or the Pledge Agreements, the parties acknowledge and agree that the Collateral is for the ratable benefit of all Holders, including Holders owning an interest in the Modified Notes, and all Holders, the Company, and the Guarantors irrevocably and conditionally waive their rights to assert, directly or indirectly, any right to a marshalling of assets or a sale in inverse order of alienation.

Schedule I

[attached]

[Face of Note]

CUSIP No.: []

ISIN No. []

Senior Secured Note due 2016

No. ____

\$

TRISTAN OIL LTD.

promises to pay to [_____] or registered assigns on January 1, 2016,

(i) the principal sum of ____ [\$_____] DOLLARS (the "Principal Amount") and (ii) accrued interest in the sum of [\$_____] DOLLARS (the "Accrued Interest") which represents a portion of the accrued interest on the Existing Note at the time the Holder exchanged its interest in the Existing Note for an interest in this Modified Note. The sum of the Principal Amount and Accrued Interest equals the Original Amount multiplied by the Participating Noteholders' Percentage on the date hereof.

Interest Payment Dates: (A) On the tenth (10th) Business Day following each deposit of any Proceeds into the Account under the Security Agent Agreement ; and (B) the date on which an Event of Default has occurred and/or the date on which the Tristan Standstill Period ends.

The Security Agent shall notify the Trustee on each day that a deposit of Proceeds into the Account under the Security Agent Agreement stating that such a deposit has been made and identifying the amount of funds that will be distributed to the Trustee for the benefit of the Holders.

Sharing Record Date: The close of business in the place of the Registrar's office on the date preceding each date funds are deposited into the Account under the Security Agent Agreement.

Dated: [], 2012

Tristan Oil Ltd.

By: _____

Name: Anatolie Stati

Title: President, Chief Executive Officer and
Chairman of the Board

This is one of the Modified Notes referred to
in the within-mentioned Indenture:

Wells Fargo Bank, N.A.,
as Trustee

By: _____
Authorized Signatory

[Back of Note]

Senior Secured Notes due 2016

“THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

“THIS NOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SHARING AGREEMENT AND ASSIGNMENT OF RIGHTS, DATED AS OF DECEMBER [] 2012, BY AND AMONG TRISTAN OIL LTD. AND THE OTHER PARTIES NAMED THEREIN (THE “SHARING AGREEMENT”). THE SHARING AGREEMENT IMPOSES SIGNIFICANT RESTRICTIONS ON YOUR ABILITY TO PURSUE CLAIMS AGAINST TRISTAN OIL LTD., EITHER OF THE GUARANTORS OR PURSUANT TO THE PLEDGE AGREEMENTS OR TO CAUSE THE TRUSTEE TO PURSUE SUCH CLAIMS ON YOUR BEHALF. ANY TRANSFEREE OF THIS NOTE WILL TAKE THE NOTE SUBJECT TO THE TERMS OF THE SHARING AGREEMENT. ACCORDINGLY, THE HOLDER OF THIS NOTE AND ANY PROPOSED TRANSFEREE THEREOF IS URGED TO READ THE SHARING AGREEMENT IN ITS ENTIRETY, A COPY OF WHICH IS AVAILABLE UPON REQUEST FROM THE TRUSTEE AND TRISTAN OIL LTD.”

“THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), ANY STATE SECURITIES LAWS IN THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “INVESTMENT COMPANY ACT”). THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED BY

THIS LEGEND. THE HOLDER HEREOF, BY ITS ACCEPTANCE OF THIS NOTE, REPRESENTS, ACKNOWLEDGES AND AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE EXCEPT **(A)** TO THE COMPANY, **(B)** TO A TRANSFEREE THAT IS NOT A U.S. PERSON (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 903 OR 904 OF REGULATIONS UNDER THE SECURITIES ACT AND THAT AGREES TO PROVIDE NOTICE TO ANY SUBSEQUENT TRANSFEREE OF THE TRANSFER RESTRICTIONS PROVIDED IN THIS LEGEND AND **(C)** IN EACH CASE **(1)** UPON DELIVERY OF ALL CERTIFICATIONS, OPINIONS AND OTHER DOCUMENTS THAT THE COMPANY OR THE TRUSTEE MAY REQUIRE AND **(2)** IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAW OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION.

ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE. NOTWITHSTANDING ANY INSTRUCTION TO THE CONTRARY TO THE COMPANY, THE TRUSTEE OR ANY INTERMEDIARY.

THE COMPANY HAS THE RIGHT, UNDER THE INDENTURE TO COMPEL ANY HOLDER OF NOTES THAT IS A U.S. PERSON AND IS NOT A QUALIFIED PURCHASER AND A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

EACH BENEFICIAL OWNER OF THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN THE NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES.”

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) *INTEREST.* Tristan Oil Ltd., a British Virgin Island company (the “*Company*”), promises to pay Special Interest on the aggregate of the Principal Amount from January 1, 2012 until maturity. The applicable rate of the Special Interest shall be calculated as the highest of any rates of interest provided for in the Award for any corresponding period (including any pre-Award interest or any other rate of return designed to account for the time value of money for the period between January 1, 2012 and the date of the Award or any portion thereof) and, to the extent that the compounding of interest is provided in the Award for any corresponding period, compounding after January 1, 2012 for the shortest of any intervals as are provided for in the Award for any corresponding period. All calculations of the rate of the Special Interest due on a particular date hereunder shall be promptly provided to the Trustee by the Company in an Officers’ Certificate as soon as it can be determined by the Company (or in the absence of such provision, the Requisite Noteholders). All calculations of the total amount of Special Interest due on a particular date hereunder shall be calculated by the Security Agent pursuant to the terms of the Security Agent Agreement. In no event shall the Trustee be responsible for calculating the rate of Special Interest or determining the aggregate amount of Special Interest due at any time hereunder.

Payments of Special Interest shall be due and made (i) on the tenth (10th) Business Day following each deposit of any Proceeds into the Account under the Security Agent Agreement; and (ii) on the date on which an Event of Default has occurred and/or the date on which the Tristan Standstill Period terminates. The amount of Special Interest due and payable on any Interest Payment Date shall not exceed the amount of Proceeds and monies due to the Participating

Noteholders in accordance with the terms of Section 4(b)(iii) of the Sharing Agreement on the associated Sharing Record Date. Special Interest will be computed on the basis of a 360-day year of twelve 30-day months.

(2) *METHOD OF PAYMENT.* The Notes will be payable as to the Principal Amount, Accrued Interest, Special Interest and Additional Amounts, as applicable, at the office or agency of the Company maintained for such purpose; provided that payment by wire transfer of immediately available funds will be required with respect to payments on this Global Note. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

The Holder of this Note is entitled to receive payments on this Note from certain distributions made pursuant to the Sharing Agreement. If an Asset Amount is payable to the Holder of this Note, under the terms of the Sharing Agreement, the Holder is required to cause such funds to be delivered to the Security Agent under the Security Agent Agreement. As a result of this feature of the Sharing Agreement, other than for the limited purpose of calculating the pro rata amounts outstanding as described in Section 6.10, payments of Asset Amounts to the Holder hereof shall not be considered a payment of any amount outstanding under this Note if such funds are delivered to the Security Agent (but the subsequent redistributions of such funds to the Holder of this Modified Note through the Security Agent and Trustee shall be considered payments hereunder). Except as provided in the previous sentence, each such distribution when made to the Trustee for application to this Note shall be deemed a payment by the Company on this Note. On the tenth Business Day following the deposit of Proceeds into the Account under the Security Agent Agreement, the Company will pay or cause to be paid to the Trustee for distribution to the Holder of this Note on the Sharing Record Date the Proceeds and monies due to the Participating Noteholders in accordance with the terms of Section 4(b)(iii) of the Sharing Agreement. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All amounts paid under this Note shall be applied first to any accrued unpaid Special Interest under this Note, second to any unpaid Accrued Interest under this Note and finally to the outstanding Principal Amount of this Note.

(3) *PAYING AGENT AND REGISTRAR; SECURITY AGENT.* Initially, Wells Fargo Bank, N.A. the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may not act in any such capacity. Wilmington Trust, National Association will serve as Security Agent under the Security Agent Agreement.

(4) *INDENTURE AND PLEDGE AGREEMENTS.* The Company issued the Notes under an Indenture dated as of December 20, 2006 (the "*Indenture*") among the Company, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the TIA. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes issued under the Indenture (including this Note) are secured by a pledge of the Capital Stock of the Guarantors and the Company, and all intercompany notes payable to the Company by Kazpolmunay LLP ("Kazpolmunay"), Tolkyneftegaz LLP ("Tolkyneftegaz"), and Terra Raf Trans Trading Limited pursuant to the Pledge Agreements referred to in the Indenture. Additionally, this Note (and not any of the Existing Notes) is secured by the Security and Collateral Assignment Agreement and the Security Agent Agreement. The Indenture does not limit the aggregate principal amount of Notes that may be issued thereunder.

(5) *OPTIONAL REDEMPTION.*

The Company will have the option to redeem all (but not less than all) of the Notes outstanding under the Indenture (as a single class) upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100.000% of the Principal Amount plus the Accrued Interest plus accrued and unpaid Special Interest and Additional Amounts, if any, on the Notes redeemed to the applicable redemption date.

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

The Company may redeem all of the Modified Notes represented hereby upon not less than 30 nor more than 60 days' notice, at an aggregate redemption price equal to \$1.00 in accordance with, and subject to the conditions set forth in, Section 7(a) of the Sharing Agreement. The \$1.00 redemption price will be retained by the Trustee as part of its compensation and no portion of such \$1.00 redemption price shall be distributed to Holders. Prior to the redemption under this paragraph, the Company will deliver to the Trustee an Officer's Certificate stating that the Company is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent under Section 7(a) of the Sharing Agreement to the right of the Company so to redeem has occurred.

(6) *MANDATORY REDEMPTION AND PREPAYMENTS.* The Company is not be required to make mandatory redemption or sinking fund payments with respect to the Notes other than an amount equal to the Proceeds and monies due to the Participating Noteholders in accordance with the terms of Section 4(b)(iii) of the Sharing Agreement less any amount paid on this Notes as Special Interest (the "Prepayment Amount"). The Prepayment amount shall be considered due and payable on this Note on the applicable Interest Payment Date with respect to the funds to be distributed under Section 4(b)(iii) of the Sharing Agreement.

(7) *RELEASES.*

(a) Effective upon the date this Note is redeemed pursuant to Section 5, the Holder of this Note shall be deemed to grant to the Tristan Parties the following release:

The Holder of this Note, for itself and its successors, assigns and heirs (the "Releasors"), to the fullest extent permitted by applicable law, hereby releases and forever discharges each of the Tristan Parties and the Guarantors and each of their respective past, present and future affiliates, directors, officers, stockholders, partners (general and limited), members, employees, agents, consultants, advisors, fiduciaries, and other representatives (including, without limitation, legal counsel, investment bankers, accountants and financial advisors), and all of the foregoing Persons' successors, assigns and heirs (individually, a "Releasee" and collectively, "Releasees") from any liability or obligation, and covenants not to assert, bring or instigate against the Releasees any claims, demands, proceedings, actions, causes of action, investigations, litigations or suits (whether civil, criminal, administrative, investigative, or informal), whether sounding in contract (including this Note and the Indenture), tort or otherwise, by reason of, relating to or arising from the fact that the Releasor is or was a holder of this Note, which any Releasor now has, has ever had, or may hereafter have against any Releasee (the "Releases").

(b) If (i) the Claimant Parties have not received from any other party to the Sharing Agreement written notice of the Claimant Parties' Material Breach of their obligations under the Sharing Agreement, which has not been cured, (ii) there is no New Default and (iii) the Participating Noteholders do not receive the Minimum Payment (as defined in the Sharing Agreement) on or before the Minimum Payment Date (as defined in the Sharing Agreement) and the Representative (as defined in the Sharing Agreement) has delivered to the Participating Noteholders a Compliance Notice certifying the fulfillment of the conditions set forth in clauses (i), (ii) and (iii), and within ten (10) Business Days of receipt of the Compliance Notice the Requisite Noteholders do not dispute the Compliance Notice, then the holder of this Note shall be deemed to grant to the Tristan Parties the following release:

The holder of this Note, for itself and its successors, assigns and heirs (the "Releasors"), to the fullest extent permitted by applicable law, hereby releases and forever discharges each of the Tristan Parties and the Guarantors and each of their respective past, present and future affiliates, directors, officers, stockholders, partners (general and limited), members, employees, agents, consultants, advisors, fiduciaries, and other representatives (including, without limitation, legal counsel, investment bankers, accountants and financial advisors), and all of the foregoing Persons' successors, assigns and heirs (individually, a "Releasee" and collectively, "Releasees") from any and all liability or obligation, and covenants not to assert, bring or instigate any claims, demands, proceedings, actions, causes of action, investigations, litigations or suits (whether civil, criminal, administrative, investigative, or informal), whether sounding in contract (other than as set forth below), tort or otherwise ("Claims"), which any Releasor now has, has ever had, or may hereafter have against any Releasee (the "Releases"); notwithstanding the foregoing, the Release in this Section 7(b) shall not apply to any liability, obligation or Claim that a Holder may have against the Company any Guarantor and all other obligors under the Indenture, the Notes (including the Modified Notes), the Note Guarantees, the Pledge Agreements, the related security documents, the Security and Collateral Assignment Agreement, the Secured Obligations and the Collateral (but specifically excluding A. Stati, G. Stati and any of their family members, except to the extent of their respective obligations under the Sharing Agreement to collect, account for and deposit into the Account Proceeds from an Award) pursuant to this Note or the Indenture or any security documents relating thereto, including the Pledge Agreements and pursuant to any promissory note pledged under the Pledge Agreements, including by Terra Raf Trans Trading Ltd.

(8) *NOTICE OF REDEMPTION.* Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction or discharge of the Indenture. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed.

(9) *DENOMINATIONS, TRANSFER, EXCHANGE.* The Notes are in registered form without coupons in denominations of \$1,000 and integral multiples of \$1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes during the period between a Sharing Record Date and the corresponding Interest Payment Date.

(10) *PERSONS DEEMED OWNERS.* The registered Holder of a Note may be treated as its owner for all purposes.

(11) *AMENDMENT, SUPPLEMENT AND WAIVER.* Subject to certain exceptions, the Indenture or the Notes, the Note Guarantees and the Pledge Agreements may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes including Additional Notes, if any, and Modified Notes voting as a single class; provided that to the extent any amendment to or any waiver of, any provision of the Sharing Agreement, the Sharing Global Note, the Indenture (to extent such amendments or waivers only affect or impact the rights of the Holders of the Modified Notes), the Modified Notes or the rights, privileges and obligations inuring to Holders of the Modified Notes is required or requested, the vote of the Supermajority Noteholders shall be required to effect such amendment or waiver; and provided further that (A) Holders of not less than a majority in aggregate principal amount of the then outstanding Notes of the Series represented by the Existing Notes by notice to the Trustee may on behalf of the Holders of all the Existing Notes waive an existing Default or Event of Default and its consequences hereunder with respect to the Existing Notes, except a continuing Default or Event of Default in the payment of principal of, premium, if any, Additional Amounts, if any, or interest on, the Existing Notes (including in connection with an offer to purchase); provided, however, that the Holders of a majority in aggregate principal amount of the Existing Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration; and (B) Holders of not less than two-thirds in aggregate principal amount of the Modified Notes by notice to the Trustee may on behalf of the Holders of all the Modified Notes waive an existing Default or Event of Default and its consequences hereunder with respect to the Modified Notes, except a continuing Default or Event of Default in the payment of principal of, premium, if any, Additional Amounts, if any, or interest on, the Modified Notes (including in connection with an offer to purchase); provided, however, that the Holders of not less than two-thirds in aggregate principal amount of the Modified Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Without the consent of any Holder of a Note, the Indenture, the Notes, the Note Guarantees or the Pledge Agreements may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's or a Guarantor's obligations to Holders of the Notes and Note Guarantees in case of a merger or consolidation, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with the requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA, to conform the text of the Indenture, the Pledge Agreements or the Notes to any provision of the "Description of Notes" section of the Company's Offering Memorandum dated December 13, 2006, relating to the initial offering of the Notes, to the extent that such provision in that "Description of Notes" was intended (as certified in the applicable Officer's Certificate delivered to the Trustee) to be a verbatim recitation of a provision of the Indenture, the Note Guarantees, the Pledge Agreements or the Notes; to provide for the issuance of Additional Notes in accordance with

the limitations set forth in the Indenture, or to allow any Guarantor to execute a supplemental indenture to the Indenture and/or a Note Guarantee with respect to the Notes. Notwithstanding anything to the contrary contained herein or in the Indenture, including Section 9.01 of the Indenture, the Holders of the Modified Notes shall vote as a separate class with respect to any matters whatsoever relating to the Sharing Agreement, the Sharing Global Note, the Security and Collateral Assignment Agreement, the Security Agent Agreement and the rights, privileges and obligations inuring to the Holders of the Modified Notes on account of their status as such, and no other Holder of Notes (including Holders of Existing Notes) shall be entitled to any vote with respect thereto. To the extent any action may be taken or is required to be taken by the Participating Noteholders pursuant to the Sharing Agreement, the Indenture or the Notes, the vote or written consent of the Requisite Noteholders shall be sufficient to effect such Action and the Trustee shall be entitled to rely upon any Action so taken. For the avoidance of doubt, no amendment or modification to or waiver of Section 4(a) or 4(b) of the Sharing Agreement shall be effective as to any Participating Noteholder that does not vote in favor thereof or consent thereto.

(12) *DEFAULTS AND REMEDIES.* Events of Default include: (i) default in the payment when due of the Principal Amount, Accrued Interest or Special Interest when the same becomes due and payable pursuant to the terms of the Sharing Agreement and this Note, at maturity, upon redemption or otherwise, including the occurrence of a Guarantors Default, (ii) the occurrence of any event specified in subsections (4), (9) or (10) of Section 6.01 of the Indenture, and (iii) the occurrence of either a Material Breach (which has not been cured within the Cure Period) or a Claimant Parties Release Event (as defined in the Sharing Agreement) (in each case, an “Event of Default”). For the avoidance of doubt, only an Event of Default as defined in this Note shall constitute an Event of Default under the Indenture for purposes of a Holder of this Note. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Modified Notes may declare all the Modified Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture and the Sharing Agreement. Subject to certain limitations and the terms of the Sharing Agreement and Section 13 of this Note, Holders of a majority in aggregate principal amount of the then outstanding Notes or Modified Notes, as applicable, may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest or premium, if any, or Additional Amounts, if any) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may, on behalf of the Holders of all of the Notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of the Principal Amount, Accrued Interest, Special Interest or Additional Amounts on the Notes. The Company is required, upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

(13) *STANDSTILL.* Subject to Section 6(c) of the Sharing Agreement relating to the termination of the Tristan Standstill Period and the Guarantors Standstill Period: (i) during the Tristan Standstill Period, the Participating Noteholders agree to forbear (and to instruct the Trustee to forbear by voting the Modified Notes held by such Participating Noteholders in such manner) from exercising any and all default-related remedies to the extent provided under the Indenture or otherwise under any related documents (other than the Sharing Agreement) or under applicable law or at equity against the Tristan Parties or any family member of A. Stati or G. Stati with respect to the Defaults or Events of Default under the Indenture existing on or prior to the Effective Date; and (ii) during the Guarantor Standstill Period, the Participating Noteholders agree to forbear (and to instruct the Trustee to forbear by voting the Modified

Notes held by such Participating Noteholders in such manner) from asserting any claims against the Guarantors and/or the Republic of Kazakhstan or any of its Affiliates, arising out of or connected to the Notes (including the Modified Notes) or the Indenture.

(14) *TRUSTEE DEALINGS WITH COMPANY.* The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

(15) *NO RECOURSE AGAINST OTHERS.* Except as provided in the Sharing Agreement, a director, officer, employee, incorporator or stockholder of the Company or any of the Guarantors, as such, will not have any liability for any obligations of the Company or the Guarantors under the Notes, the Note Guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

(16) *AUTHENTICATION.* This Note will not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(17) *ABBREVIATIONS.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(18) *CUSIP NUMBERS.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes, and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed thereon.

(19) *GOVERNING LAW.* THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THIS NOTE AND THE NOTE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

(20) *ARBITRATION.* Each of the Company, Kazpolmunay, and Tolkynneftegaz agree that any suit, action or proceeding against any member of the Tristan Group or the Pledgors brought by the Initial Purchaser, the directors, officers, employees and agents of the Initial Purchaser, or by any person who controls the Initial Purchaser, arising out of or based upon this Agreement or the transactions contemplated hereby shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The place of arbitration shall be New York, New York. Each of the Company, Kazpolmunay and Tolkynneftegaz waive any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such arbitration in any suit, action or proceeding. The language to be used in the arbitral proceedings shall be English. There shall be three arbitrators, one nominated by the initiating party in the request for arbitration, the second nominated by the other party within 30 days of receipt of the request for arbitration, and the third, who shall act as presiding arbitrator, nominated by the two parties within 30 days of the appointment of the second arbitrator. If any arbitrators are not nominated within these time periods, the ICC Court shall make the appointment(s) in accordance with the ICC Rules. In addition to the authority conferred on the arbitrators by the ICC Rules, and without prejudice to any provisional

measures that may be available from a court of competent jurisdiction, the arbitrators shall have the power to grant any provisional measures that they deem appropriate, including but not limited to provisional injunctive relief, and any provisional measures ordered by the arbitrators shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Sharing Agreement. Requests may be made to:

Tristan Oil Ltd.
75 Mateevici Street
Chisinau, Moldova, MD 2009
Attention: Mr. Anatolie Stati

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____
(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date:

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE *

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Note</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease (or increase)</u>	<u>Signature of authorized officer of Trustee or Custodian</u>
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** This schedule should be included only if the Note is issued in global form.*

Exhibit B-1

Form of Commencement Date Legal Opinion

(a) To our knowledge, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of Tristan, threatened in writing against or affecting Tristan before or brought by any court or other governmental authority or arbitration board or tribunal that seeks to restrain, enjoin, prevent the consummation of or otherwise questions the validity or legality of the transactions contemplated by the Consent Solicitation (the "Transactions") Transactions and no order preventing or suspending the use of any Offering Materials has been issued by the United States Securities and Exchange Commission (the "Commission") or any other U.S. regulatory or governmental authority.

(b) To our knowledge, no applicable judgments, orders or decrees, consents, authorizations, approvals, orders, exemptions, registrations, qualifications or other actions of, or filing with or notice to, the Commission or any other U.S. regulatory or governmental authority (collectively "Approvals") are required in connection with the execution and delivery of the documents relating to the Transactions and the consummation of the Transactions, except for (i) such Approvals which, considering all such Approvals in the aggregate, would not have an adverse effect on Tristan's ability to consummate the Transactions and (ii) those that have been made or obtained.

(c) The statements in the Offering Materials under the heading ["The Proposed Amendments"] insofar as such statements constitute a summary of certain provisions of the Indenture, the Supplemental Indenture and the Sharing Agreement referred to therein, constitute an accurate summary of such provisions in all material respects.

(d) The statements in the Statement under the heading ["Certain United States Federal Income Tax Consequences,"] insofar as such statements constitute statements or summaries of matters of U.S. Federal tax consequences to certain Holders of the Notes, constitute an accurate summary of such consequences under current law in all material respects.

Exhibit B-2

Form of Closing Date Legal Opinion

(a) Assuming due authorization, execution and delivery of the Supplemental Indenture by each Party thereto, the Supplemental Indenture is or will be a legal, valid and binding obligation of Tristan and will be enforceable against Tristan in accordance with its terms, except that such enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law) and concepts of good faith and fair dealing.

(b) To our knowledge, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of Tristan, threatened in writing against or affecting Tristan before or brought by any court or other governmental authority or arbitration board or tribunal that seeks to restrain, enjoin, prevent the consummation of or otherwise questions the validity or legality of the transactions contemplated by the Consent Solicitation (the "Transactions") and no order preventing or suspending the use of any Offering Materials has been issued by the United States Securities and Exchange Commission (the "Commission") or any other U.S. regulatory or governmental authority.

(c) To our knowledge, no applicable judgments, orders or decrees, consents, authorizations, approvals, orders, exemptions, registrations, qualifications or other actions of, or filing with or notice to, the Commission or any other U.S. regulatory or governmental authority (collectively "Approvals") are required in connection with the execution and delivery of the documents relating to the Transactions and the consummation of the Transactions, except for (i) such Approvals which, considering all such Approvals in the aggregate, would not have an adverse effect on Tristan's ability to consummate the Transactions and (ii) those that have been made or obtained.

(d) The Modified Notes constitute valid and binding obligations of Tristan, entitled to the benefits of the Indenture, as supplemented by the Supplemental Indenture, enforceable against Tristan in accordance with their terms, except that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws now or hereafter in effect relating to creditor's rights generally, general principles of equity (regardless of whether considered in a proceeding in equity or at law) and concepts of good faith and fair dealing.

(e) The statements in the Offering Materials under the heading ["The Proposed Amendments"] insofar as such statements constitute a summary of certain provisions of the Indenture, the Supplemental Indenture and the Sharing Agreement referred to therein, constitute an accurate summary of such provisions in all material respects.

(f) The statements in the Statement under the heading ["Certain United States Federal Income Tax Consequences,"] insofar as such statements constitute statements or summaries of matters of U.S. Federal tax consequences to certain Holders of the Notes, constitute an accurate summary of such consequences under current law in all material respects.

All such opinions will contain assumptions that local law conforms in all material respects to New York law and enforceability exceptions related to the actions of the Republic of Kazakhstan.

Exhibit B-3

Form of Legal Opinion

(a) Assuming due authorization, execution and delivery of the Agreement by each Party thereto, the Agreement is or will be a legal, valid and binding obligation of each Tristan Party and will be enforceable against each Tristan Party in accordance with its terms, except that such enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law) and concepts of good faith and fair dealing.

(b) To our knowledge, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of any Tristan Party, threatened in writing against or affecting any Tristan Party before or brought by any court or other governmental authority or arbitration board or tribunal that seeks to restrain, enjoin, prevent the consummation of or otherwise questions the validity or legality of the Agreement or the Transactions.

(c) To our knowledge, no applicable judgments, orders or decrees, consents, authorizations, approvals, orders, exemptions, registrations, qualifications or other actions of, or filing with or notice to, the Commission or any other U.S. regulatory or governmental authority (collectively "Approvals") are required in connection with the execution and delivery of this Agreement and the consummation of the Transactions, except for (i) such Approvals which, considering all such Approvals in the aggregate, would not have an adverse effect on the Tristan Parties' ability to consummate each of the Transactions and (ii) those that have been made or obtained.

(d) The Sharing Agreement is in a form sufficient to create a valid and enforceable security interest in favor of the Participating Noteholders in those types of Assigned Property described in the Sharing Agreement in which a security interest may be created under the Uniform Commercial Code as in effect in the State of New York (such Assigned Property, the "Article 9 Collateral"). The Security and Collateral Assignment Agreement is in a form sufficient to create a valid and enforceable security interest in favor of the Assignee in those types of Assigned Property described in the Security Agreement constituting Article 9 Collateral.

All such opinions will contain assumptions that local law conforms in all material respects to New York law and enforceability exceptions related to the actions of the Republic of Kazakhstan.

Exhibit C

Form of Transferee Acknowledgment

THIS IS A TRANSFEEE ACKNOWLEDGMENT, dated as of [] (the "Acknowledgment") executed by [] (the "Joining Party"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Sharing Agreement (as defined below).

WHEREAS, on [], 2012, Tristan, the other Tristan Parties and the Majority Noteholders entered into that certain Sharing Agreement and Assignment of Rights attached hereto as Exhibit A (the "Sharing Agreement");

WHEREAS, the Joining Party [desires to acquire Notes from a Participating Noteholder][desires to become a party to the Sharing Agreement];

WHEREAS, the Sharing Agreement [requires each Person who acquires Notes from a Participating Noteholder prior to the Consent Deadline to sign an acknowledgement that it is bound by the Sharing Agreement][permits Persons to become a Participating Noteholder by signing an acknowledgement that it is bound by the Sharing Agreement].

NOW, THEREFORE, in consideration of the representations, warranties, promises and covenants contained in this Acknowledgment, and other good and valuable consideration, including the benefits of the Sharing Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agreement to be Bound. The Joining Party hereby joins in and becomes a party to the Sharing Agreement as a "Participating Noteholder" and agrees to be fully bound by, and subject to, all of the covenants, terms and conditions of the Sharing Agreement applicable to a Participating Noteholder as though an original party thereto, including the obligation to provide Consents in the Consent Solicitation.

2. Execution. This Acknowledgment is executed by the Joining Party on behalf of itself.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment as of the date first above written.

JOINING PARTY

[]

By: _____

Exhibit D

Form of Press Release

Tristan Oil Ltd.
Execution of Sharing Agreement
[●] December 2012

For immediate release, [Insert City]

Tristan Oil Ltd. (**Tristan**), the issuer of 10 ½ per cent senior secured notes due January 1, 2012 in the aggregate principal amount of US\$531,110,000 (the **Notes**) announces that on December [] 2012, it entered into an agreement (the **Sharing Agreement**) with holders of Notes holding [62]% of the aggregate principal amount of Notes (the **Majority Noteholders**). *[Subsequently, additional holders of Notes have adhered to the Sharing Agreement (together with the Majority Noteholders, the "Participating Noteholders") such that, as at today's date, Participating Noteholders holding in excess of [85%] of the aggregate principal amount of the Notes are parties to the Sharing Agreement.]*

Background:

Parties associated with Tristan, including its shareholder Anatolie Stati, along with Gabriel Stati, Ascom Group S.A. and Terra Raf Trans Trading Ltd. (the **Claimant Parties**), have initiated an arbitration against the Republic of Kazakhstan seeking substantial damages for the alleged expropriation of certain of the Claimant Parties' interests in Kazpolmunay LLP and Tolkyneftegaz LLP, the Guarantors under the Notes, as well as certain other assets of the Guarantors (the **Arbitration**).

The Claimant Parties contend that as a result of these actions by the Republic of Kazakhstan, Tristan failed to pay interest on the Notes on July 1, 2010. That failure subsequently became an Event of Default and additional Events of Default under the Notes have occurred and are continuing as a result of the Notes having matured and the failure of Tristan or the Guarantors to make payment thereon.

Summary Description of Sharing Agreement:

Under the Sharing Agreement:

- Any proceeds collected as a result of an award or settlement of the Arbitration (an **Award**) will be paid into a blocked account in New York.
- The Proceeds will be shared between the Claimant Parties and the Participating Noteholders; once certain costs have been paid, the Participating Noteholders will receive 70% of any such proceeds until principal and interest on their Notes have been repaid in full.
- Interest will accrue under the Notes after January 1, 2012 at the rate of interest, in any, provided in the Award.

- The Claimant Parties have granted to the Participating Noteholders a collateral assignment over the product and proceeds of the Arbitration as security for their obligations under the Sharing Agreement.
- The Participating Noteholders have agreed to extend the maturity of their Notes until January 1, 2016, although the Participating Noteholders have retained the right to take enforcement action against the original guarantors of the Notes after January 1, 2014.
- The Participating Noteholders have agreed that, in the event that they recover any proceeds from enforcement action against the guarantors of the notes, they will, in certain circumstances, share these with the Claimant Parties applying the same formula that will apply in relation to the proceeds of an Award.
- If the Participating Noteholders recover a “Minimum Payment” (being approximately 70% of what they are owed in respect of the Notes) and certain conditions have been satisfied, Tristan will be entitled to redeem their Notes for US\$1.00. In the event that the Participating Noteholders recover less than this amount they will retain their rights to take enforcement action under the Notes in respect of the amounts they are still owed.

The Consent Solicitation and the Pre-Packaged Bankruptcy:

The benefits of the Sharing Agreement are to be made available to all holders of Notes by way of a consent solicitation (the **Consent Solicitation**) which will amend the terms of the Notes, including those changes as set out above. Following the Consent Solicitation, the Notes held by Participating Noteholders will cease to be in default and the Participating Noteholders will forbear from seeking any remedies with respect to the Notes until January 1, 2014 unless other material defaults under the Sharing Agreement or the Notes occur prior thereto. The Consent Solicitation is expected to be launched before the end of this year.

The Participating Noteholders have agreed to vote in favour of the Consent Solicitation and have agreed that they will only sell their Notes to parties which adhere to the terms of the Sharing Agreement and vote in favour of the Consent Solicitation.

*[In the event that Noteholders holding 85% in aggregate principal amount of the Notes do not vote in favour of the Consent Solicitation, Tristan will seek to implement the restructuring by way of a pre-packaged Chapter 11 bankruptcy filing in the United States Bankruptcy Court for the Southern District of New York (the **Bankruptcy**). The Participating Noteholders have also agreed to vote in favour of any such bankruptcy plan to give effect to the Sharing Agreement.]*

For further information contact [.....]

Exhibit E

Form of Security and Collateral Assignment Agreement

This SECURITY AND COLLATERAL ASSIGNMENT AGREEMENT (This “Assignment”), dated as of [], is among Anotolie Stati (“A. Stati”), Gabriel Stati (“G. Stati”), Ascom Group, S.A. (“Ascom”), Terra Raf Trans Traiding Ltd. (“Terra Raf” and, collectively with A. Stati, G. Stati and Ascom, the Assignors”) and the parties listed under the heading “Assignees” on the signature pages hereto (the “Assignees”). Following the appointment of the Participating Noteholders Representative, all references to the “Assignees” in this Assignment shall be deemed to be references to the Participating Noteholders Representative. Following the Effective Date and the Trustee’s agreement to assume the rights and obligations, if any, of the Participating Noteholders Representative, all references to the “Assignees” in this Assignment shall be deemed to be references to the Trustee.

WHEREAS, pursuant to the terms of the Sharing Agreement and Assignment of Rights, dated as of December [], 2012 (the “Agreement”), the Assignors have agreed, at the request of the Assignees, to assign to the Assignees for their benefit all of the Assignors’ right, title and interest in and to the Proceeds, the Account and over any other monies or other assets received by any of the Assignors or their Affiliates in settlement of or through the enforcement of an Award, and any and all products and proceeds of the foregoing (collectively, the “Assigned Property”), to secure the payment and performance of all obligations of the Tristan Parties under the Modified Notes, the Agreement and under this Assignment (collectively, the “Secured Obligations”); and

NOW, THEREFORE, the parties hereby agree as follows:

1. Each Assignor hereby pledges, assigns and grants to the Assignees for their ratable benefit a first-priority continuing security interest in and lien on, and conditionally assigns for collateral purposes, all of the Assignor’s right, title and interest in the Assigned Property to secure the Secured Obligations.
2. This Assignment is made solely for the purpose of securing the payment and performance of all obligations of the Assignors under the Modified Notes, the Agreement and this Assignment. If and so long as there shall not have occurred any Material Breach of the Agreement by any of the Assignors which has not been cured pursuant to the terms of the Agreement, the Assignees shall permit the Assignors to have the benefit of all rights of the Assigned Property, subject to the terms of the Agreement.
3. The Assignors further, jointly and severally, agree, represent and warrant that:
 - (a) The Assignors will, in the exercise of their reasonable business judgment, do all things necessary and proper to protect and preserve the Assigned Property.
 - (b) The Assignors specifically acknowledge and agree that the Assignees neither assume, nor shall have any responsibility for, the payment of any sums due or to become due with respect to the Assigned Property.

(c) If any Assignor commits a Material Breach of the Agreement which has not been cured pursuant to the terms of the Agreement, in addition to all other rights and remedies of the Assignees pursuant to applicable law or otherwise, the Assignees or their successors or designees shall have all of the rights and remedies under applicable law, including, without limitation, the rights and remedies provided to a secured party under the Uniform Commercial Code.

(d) The Assignors hereby designate and appoint the Assignees and each of their designees or agents as attorney-in-fact of the Assignor irrevocably and with power of substitution, with authority to execute and deliver for and on behalf of the Assignor after the occurrence and continuance of a breach of the Agreement any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of the Assignor of any rights created or existing under or pursuant to the Assigned Property.

4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the Assignors and the Assignees.

5. All capitalized terms not specifically defined in this Assignment that are defined in the Agreement shall have the same meanings herein as in the Agreement.

6. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)).

7. This Assignment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

8. Assignors hereby agree to pay all costs and expenses of the Assignees in connection with the enforcement, collection, or other realization of the benefits of this Assignment, including the fees and expenses of counsel.

9. Notwithstanding anything to the contrary contained herein, (i) following the appointment of the Participating Noteholders Representative, the Assignees shall automatically, and without any further act or any required notice to or consent from the other parties hereto, be deemed to have assigned all of its rights and obligations, if any, hereunder as Assignee to the Participating Noteholders Representative and (ii) following the Effective Date and the Trustee's agreement to assume the rights and obligations, if any, of the Participating Noteholders Representative, the Participating Noteholders Representative shall automatically, and without any further act or any required notice to or consent from the other parties hereto, be deemed to have assigned all of its rights and obligations, if any, hereunder as "Assignee" to the Trustee.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

ASSIGNORS

[]

By: _____

Name: _____

Title: _____

ASSIGNEES

[]

By: _____

Name: _____

Title: _____

Exhibit F

Form of Security Agent Agreement

SECURITY AGENT AGREEMENT

THIS SECURITY AGENT AGREEMENT is made this ___ day of _____, 2012, by and among Anatolie Stati, as representative of the Claimant Parties (the "Representative"), GTCS Borders Limited, as representative of the Participating Noteholders (the "Participating Noteholders Representative"), and WILMINGTON TRUST, NATIONAL ASSOCIATION (the "Security Agent"). The Representative, the Participating Noteholders Representative, and the Security Agent are collectively referred to as the "Parties."

WHEREAS, the Majority Noteholders and the Tristan Parties entered into a certain Sharing Agreement and Assignment of Rights (the "Sharing Agreement") on November [·], 2012, attached hereto as Exhibit A; and

WHEREAS, the Sharing Agreement contemplates the distribution of certain Proceeds to the Claimant Parties and the Participating Noteholders through the use of the Security Agent;

NOW, THEREFORE, in consideration of the premises, and further consideration of the covenants set forth hereafter, it is hereby agreed mutually as follows:

I. Definitions.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Sharing Agreement.

II. Designation as Security Agent.

Subject to the terms and conditions hereof, the Representative and the Participating Noteholders Representative hereby appoint Wilmington Trust, National Association as the Security Agent and Wilmington Trust, National Association hereby accepts such appointment and confirms that the Account has been opened.

III. Deposit of Proceeds.

(a) The Security Agent will hold all Proceeds in the Account in escrow for the benefit of the Participating Noteholders (or Wells Fargo Bank, N.A. (the "Trustee" as defined in the Sharing Agreement) on behalf of the Participating Noteholders) and the Claimant Parties upon the terms and conditions set forth in this Security Agent Agreement and shall not disburse funds from the Account except as provided herein. The Account shall be opened in the Security Agent's name as a trust account.

(b) Funds deposited in the Account shall not be invested.

(c) Wire instructions for the Account are:

Wilmington Trust, National Association
ABA: 031100092
Account:

Ref: Tristan Security Agency
Attn: Alecia Anderson, Global Capital Markets

(d) Account Statement. The Representative and the Participating Noteholders Representative hereto instruct the Security Agent that on each date on which Proceeds are deposited in the Account, the Security Agent shall deliver to the Representative and the Participating Noteholders Representative a statement in writing setting forth in reasonable detail the balance of funds then in the Account (the "Account Statement"). The Representative and the Participating Noteholders Representative hereto further instruct the Security Agent that on the first date upon which the balance in the Account is reduced to zero, the Security Agent shall promptly thereafter deliver to the Representative and the Participating Noteholders Representative written notice that the balance in the Account has been reduced to zero.

IV. Disbursement of Account

(a) Disbursements Generally

(i) Prior to the Effective Date and the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder, all distributions of the Proceeds in the Account shall be made in accordance with Section IV(b) below or pursuant to directions set forth in a Joint Instruction executed by the Representative and the Participating Noteholders Representative in the form attached hereto as Exhibit C (a "Joint Instruction"). Each such Joint Instruction shall specify the wire transfer or other payment instructions for each release of Proceeds to the applicable Persons.

(ii) Except as provided in Section IV(a)(vii), below, following the occurrence of the Effective Date and the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment in the form attached hereto as Exhibit F (the "Assumption Acknowledgment"), all distributions of the Proceeds in the Account shall be made in accordance with Section IV(b) below or pursuant to directions set forth in a Joint Instruction executed by the Representative and the Trustee. Each such Joint Instruction shall specify the wire transfer or other payment instructions for each release of Proceeds to the applicable Persons.

(iii) When an Award is issued, the Representative will deliver to the Security Agent a notice confirming (x) the interest rate; and (y) whether interest is to compound and, if so, for what period, for the purposes of any calculation of the Outstanding Amount from time to time. Prior to receipt of such notice, the Security Agent is entitled to assume that the Outstanding Amount is \$642,643,100 for the purposes of making distributions hereunder.

(iv) In the event that any payments become due under IV(b) (iii) below, prior to the Effective Date, the Security Agent shall not be required to make such payments until it has received notice from the Participating Noteholders Representative of: (x) the Pro Rata Percentage of each Participating Noteholder; and (y) wire instructions for making payments to the Participating Noteholders.

(v) Within two (2) Business Days of the occurrence of the Effective Date and the Trustee's assumption of the Participating Noteholders Representative's rights and obligations under this Agreement through the execution of the Assumption Acknowledgment or, if such notice cannot be provided within such two (2) Business Day period, as soon as reasonably practicable thereafter, the Participating Noteholders Representative will provide written notice to the Security Agent of: (x) the occurrence of the Effective Date; and (y) the Trustee's assumption of the Participating Noteholders Representative's rights and obligations under this Agreement.

(vi) Within two (2) Business Days of the occurrence of the Effective Date and the Trustee's assumption of the Participating Noteholders Representative's rights and obligations under this Agreement through the execution of the Assumption Acknowledgment, the Trustee will provide written notice to the Security Agent of the Participating Noteholders' Percentage. The Security Agent shall be entitled to rely upon such notice for the purposes of making distributions hereunder.

(vii) Notwithstanding anything to the contrary contained herein, for all payments due under Section IV(b)(ii) below the Security Agent shall make such payments directly to the Majority Noteholders (or their predecessors or designees) and the Trustee in the amounts and to the parties set forth in the written instructions of the Participating Noteholders Representative, which instructions shall be delivered immediately prior to the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment, but only to the extent such instructions were not previously so delivered by the Participating Noteholders Representative.

For the avoidance of doubt, if and to the extent any wire instructions are provided to the Security Agent in a Joint Instruction, such wire instructions shall be deemed to be incorporated by reference into this Agreement.

(b) Instructions; Priority of Disbursements. The Parties agree that the Proceeds from the Account shall be distributed by the Security Agent as follows and in the following order of priority:

(i) First, to the Claimant Parties pursuant to written disbursement instructions delivered by the Representative to the Security Agent and the Participating Noteholders Representative (each such disbursement instruction delivered pursuant to this Section IV(b), a "Disbursement Instruction"), in an amount equal to \$15,000,000;

(ii) Second, to the Majority Noteholders (or their predecessors or designees) and the Trustee pursuant to a Distribution Instruction delivered by the Participating Noteholders Representative to the Security Agent and the Representative, in an amount equal to \$3,000,000 in aggregate;

(iii) Third, 70% to the Participating Noteholders in accordance with their respective Pro Rata Percentages (or after the Effective Date to the Trustee for the benefit of the Participating Noteholders) and 30% to the Claimant Parties until the Participating Noteholders (or after the Effective Date to the Trustee for the benefit of the Participating Noteholders) have received aggregate distributions of Proceeds totaling the Participating Noteholders respective Pro Rata Percentages of the Outstanding Amount; and

(iv) Fourth, after the Participating Noteholders have received aggregate distributions totaling their respective Pro Rata Percentages of the Outstanding Amount pursuant to clause (iii) above, 100% to the Claimant Parties;

Following the Effective Date, the Security Agent shall provide written notice to the Trustee within one Business Day following the deposit of funds into the Account, which notice shall specify (i) the date on which the Proceeds were deposited into the Account and (ii) the amount of funds that will be distributed to the Trustee for the benefit of the Holders pursuant to Section IV(b)(iii), above.

(c) Automatic Release. If a Failed Consent Solicitation occurs and the Prepackaged Plan is not confirmed by the Bankruptcy Court on or before the Outside Date, except to the extent that a Failed Consent Solicitation occurred (including following a failure by Tristan to launch the Consent Solicitation) or the failure to obtain confirmation from the Bankruptcy Court is caused, directly or indirectly, by the gross negligence or willful misconduct of any Tristan Party or if as of the Outside Date any Tristan Party is then in Material Breach of the Sharing Agreement, all Proceeds in the Account shall be distributed promptly by the Security Agent to

the Claimant Parties. The Representative and the Participating Noteholders Representative shall deliver promptly to the Security Agent joint written notice of the occurrence of the events described in this Section IV(c) and the Security Agent shall make the distributions required by this Section IV(c) solely pursuant to a Joint Instruction.

(d) Account details. All payments to be made to the Claimant Parties shall be made to such account or accounts as are notified to the Security Agent by the Representative from time to time. All payments to the Participating Noteholders or the Trustee shall be made as follows:

(i) Prior to the Effective Date, to such accounts as notified to the Security Agent by the Participating Noteholders Representative from time to time.

(ii) After the Effective Date and following the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment, to such account as notified to the Security Agent by the Trustee from time to time.

(e) Calculations. The Security Agent will calculate all sums to be paid pursuant to IV(b)(iii), including, in respect of each payment made, the amounts attributable to principal, Special Interest and Accrued Interest. Special Interest will be computed on the basis of a 360-day year of twelve 30-day months.

(f) Notwithstanding anything contained herein to the contrary, in the event funds transfer instructions are given, whether in writing, by telecopier or otherwise, the Security Agent is authorized (but not required) to seek confirmation of such instructions by telephone call-back to the intended recipients of the payments, and the Security Agent may rely upon the confirmations of anyone purporting to be the person or persons designated in the instructions. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Security Agent. The Parties to this Security Agent Agreement acknowledge that such security procedure is commercially reasonable.

V. Authority of Security Agent and Limitation of Liability.

(a) In acting hereunder, the Security Agent shall have only such duties as are specified herein and no implied duties shall be read into this Security Agent Agreement, and the Security Agent shall not be liable for any act done, or omitted to be done, by it in the absence of its gross negligence, bad faith or willful misconduct.

(b) The Security Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

(c) The Security Agent shall be entitled to consult with legal counsel, and shall incur no liability and shall be fully protected in taking any action or omitting to take any action in good faith in accordance with the advice or opinion of such counsel.

(d) The Security Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Security Agent's reasonable judgment, it believes is contrary to law or to the terms of this Security Agent Agreement or which it believes would subject it or any of its officers, employees or directors to liability unless furnished with security and indemnity which it deems, in its reasonable discretion, to be satisfactory.

(e) For any payment required under this Security Agent Agreement, the Representative shall pay to the Security Agent compensation for its services hereunder to be determined from time to time by the application of the current rates then charged by the Security Agent as set forth in the Schedule of Fees attached hereto as Exhibit D, and as invoiced from time to time by the Security Agent. In the event the Security Agent renders any extraordinary services in connection with the Account at the joint written request of the Parties, the Security Agent shall be entitled to additional compensation therefor. The terms of this paragraph shall survive termination of this Security Agent Agreement.

(f) The Representative hereby agrees to indemnify the Security Agent, its directors, officers, employees and agents (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless, from any and against all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature, which an Indemnified Party may incur or with which it may be threatened by reason of acting as or on behalf of the Security Agent under this Security Agent Agreement or arising out of the existence of the Account, except to the extent the same shall be caused by the Security Agent's gross negligence, bad faith or willful misconduct. The terms of this paragraph shall survive termination of this Security Agent Agreement.

(g) In the event the Security Agent receives conflicting instructions hereunder, the Security Agent shall be fully protected in refraining from acting until such conflict is resolved to the reasonable satisfaction of the Security Agent.

(h) The Security Agent may resign as Security Agent, and, upon appointment of a Substitute Security Agent (as defined below), shall thereupon be discharged from any and all further duties and obligations under this Agreement by giving notice in writing of such resignation to the Representative and the Participating Noteholders Representative, which notice shall specify a date upon which such resignation shall take effect. Upon receipt of notice of the resignation of the Security Agent, the Representative and the Participating Noteholders Representative shall, within thirty (30) business days after receiving the foregoing notice from the Security Agent, designate a substitute Security Agent (the "Substitute Security Agent"), which Substitute Security Agent shall, upon its designation and notice of such designation to the Security Agent, succeed to all of the rights, duties and obligations of the Security Agent hereunder. In the event that the Representative and the Participating Noteholders Representative shall not have delivered to the Security Agent a written designation of a Substitute Security Agent within the aforementioned thirty (30) day period, together with the consent to such designation by the Substitute Security Agent, the Security Agent or the Participating Noteholders Representative may apply to a court of competent jurisdiction to appoint a Substitute Security Agent, and the costs of obtaining such appointment shall be reimbursable by the Representative. From and after the date of a Material Breach of the Sharing Agreement (after giving effect to the applicable Cure Period) or a material breach of this Agreement by the Representative the Participating Noteholders Representative shall have the sole authority to appoint a successor Security Agent in the event the Security Agent resigns.

VI. Tax Reporting.

The Parties hereto, other than the Security Agent, agree that, for tax reporting purposes, all interest, dividends, gains and other income earned from the investment of amounts in the Account ("Taxable Income") in any tax year shall be allocated to the Representative ("Taxpayer"). Upon execution of this Security Agent Agreement, Taxpayer shall provide the Security Agent with its certified tax identification number ("TIN"), if available, on an executed Internal Revenue Service Form ("IRS") W-9 or other applicable IRS Form. Taxpayer agrees to report all Taxable Income allocable to it on its federal and other applicable tax returns. Taxpayer acknowledges and agrees that, in the event its TIN, if available, is not certified to the Security Agent, and/or it does not make all certifications set forth in IRS Form W-9 or other applicable IRS Form, applicable tax laws may require withholding of a portion of any income earned with respect to amounts in the Account

that are allocable to it.

VII. Account Control

Solely for the purposes of this Article VII, references to the "Participating Noteholders Representative" shall be deemed to refer to: (i) prior to the Effective Date, GTCS Borders Limited; and (ii) on and following the Effective Date and following the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment, the Trustee. From and after the Effective Date and the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment, and without limiting the provisions of Article XI, all of the rights and privileges afforded to GTCS Borders Limited under this Article VII shall be assigned by the Participating Noteholders Representative to the Trustee without further act, deed, consent of, or notice to, the other Parties hereto other than the Participating Noteholders Representative's obligations under Section IV(b)(ii), which shall remain with GTCS Border Limited and not be assigned to or assumed by the Trustee.

(a) Establishment of Controlled Account

(i) The parties acknowledge that the Account constitutes a "deposit account" within the meaning of Section 9-102 of the Uniform Commercial Code of the State of New York (the "UCC"), and Security Agent is a "bank" within the meaning of Section 9-102 of the UCC. Security Agent's jurisdiction for purposes of Section 9-304 of the UCC is New York. The provisions of this Agreement constitute "control" over the Account within the meaning of Section 9-104 of the UCC.

(ii) The Representative, on behalf of itself and each of the Claimant Parties, has granted to the Participating Noteholders Representative for the ratable benefit of all Participating Noteholders a security interest in the Account and in all Proceeds, cash, funds, items, instruments, and any other amounts now or later deposited into or held therein. The Security Agent acknowledges the lien on and security interest in the Account so granted by the Representative to Participating Noteholders Representative. Other than as set forth in Section VII(c)(i), the Security Agent does not have a security interest in the Account.

(iii) The Security Agent has not entered into any other control agreement governing the Account with any other party.

(iv) The Security Agent agrees that it will not enter into a control agreement with any other party with respect to the Account without the Participating Noteholders Representative's prior written consent.

(b) Control Provisions

(i) The Participating Noteholders Representative has control over the Account, provided that, until the Security Agent receives from the Participating Noteholders Representative a Notice of Exclusive Control (as described and set forth in Section VII(b)(iii) below), the Representative will be entitled to jointly direct with the Participating Noteholders Representative, the disposition of funds from the Account in accordance with and subject to the terms of the Sharing Agreement. So long as this Agreement is in effect, the Representative may not close or seek to close the Account without Participating Noteholders Representative's prior written consent.

(ii) Participating Noteholders Representative's Control of Account. Except as permitted in Section VII(c) hereof, after the Security Agent receives a Notice of Exclusive Control and has reasonable opportunity to comply with it, but no later than two Business Days (as defined below) after the Notice of

Exclusive Control has been validly given (in accordance with Section VII(b)(iii) below), the Security Agent and Representative agree that: (a) the Security Agent will comply only with Participating Noteholders Representative's instructions as to the withdrawal or disposition of any funds credited to the Account and to any other matters relating to the Account, without Representative's further consent, and (b) the Security Agent will not comply with any instructions from Representative concerning the Account or any funds therein. The Security Agent shall have no duty to inquire or determine whether Participating Noteholders Representative is entitled to send a Notice of Exclusive Control. The Participating Noteholders Representative's instructions may include, without limitation, the giving of stop payment orders for any items being presented to the Account for payment. The Security Agent will be fully entitled to rely upon such instructions from the Participating Noteholders Representative even if such instructions are contrary to any instructions or demands given by the Representative. The Representative confirms that the Security Agent (x) shall follow instructions from the Participating Noteholders Representative even if the result of following such instructions is that the Security Agent dishonors items presented for payment from the Account, and (y) will have no liability to the Representative for wrongful dishonor of such items by following such instructions from the Participating Noteholders Representative. For purposes of this Agreement, "Business Day" means a day on which the Security Agent is open to the public for business and is measured in a 24 hour increment.

(iii) A Notice of Exclusive Control shall be in writing, in the form set forth in Exhibit E hereto, and delivered to the address listed below the Security Agent's signature at the end of this Security Agent Agreement via hand delivery, messenger, overnight delivery or facsimile, and shall be considered to have been validly given when received, except that a facsimile will be considered to have been validly given only when acknowledged in writing by the Security Agent (the Security Agent agrees that it will use its good faith effort to promptly acknowledge receipt of such facsimile). To the extent the Participating Noteholders Representative does not deliver the Notice of Exclusive Control as set forth in this Section VII(b)(iii) or to the address listed below the Security Agent's signature at the end of this Security Agent Agreement, Participating Noteholders Representative (a) acknowledges that the Security Agent may not be able to respond to such Notice of Exclusive Control pursuant to Section VII(b)(ii) above, and (b) agrees that the Security Agent will not be held liable for any failure to respond to such Notice of Exclusive Control.

(c) Priorities of Security Interests

(i) The Security Agent shall have a first lien against the Account to secure the payment obligations of the Representative to the Security Agent under Section V(e).

(ii) The Participating Noteholders Representative agrees that nothing herein subordinates or waives, and that the Security Agent expressly reserves, any and/or all of the Security Agent's present and future rights (whether described as rights of setoff, Security Agent's liens, chargeback or otherwise), with respect to all cash, funds, items, instruments, and any other amounts now or later deposited into or held in the Account.

(iii) The Participating Noteholders Representative agrees that notwithstanding receipt of the Notice of Exclusive Control, the Security Agent may exercise the Security Agent's rights and remedies in connection with any liens or claims it may have in or on the Account as described in Section VII(c)(i).

VIII. Notices.

Except as otherwise provided herein, any notice, instruction or instrument to be delivered hereunder shall be in writing and shall be delivered personally, by overnight courier service or sent by certified, registered or express air mail, postage prepaid (and shall be deemed given when delivered, if delivered by hand, one (1) Business Day after deposited with an overnight courier service, if delivered by overnight courier, and five (5)

days after mailing, if mailed) to the addresses or e-mail addresses set forth on the signature page hereof or at such other address specified in writing by the addressee, or if to the Security Agent, upon receipt via facsimile, e-mail, or telecopier transmission, at the number set forth on the signature page hereof, or at such other number specified by the Security Agent.

IX. Amendment.

Except as provided in Section X, this Security Agent Agreement may not be amended, modified, supplemented or otherwise altered except by an instrument in writing signed by the Parties hereto.

X. Termination.

This Security Agent Agreement will terminate upon the receipt by the Security Agent of a joint notification from the Representative and the Participating Noteholders Representative that the Sharing Agreement has terminated.

XI. Assignability; Successors.

This Security Agent Agreement may not, without the prior written consent of the other Parties hereto, be assigned by operation of law or otherwise, and any attempted assignment shall be null and void. Subject to the foregoing and the next succeeding sentence, this Security Agent Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, permitted assigns and legal representatives. Notwithstanding anything to the contrary contained herein, on the Effective Date and following the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder through the execution of the Assumption Acknowledgment, GTCS Borders Limited shall automatically, and without any further act or any required notice to or consent from the other Parties hereto, be deemed to have assigned all of its rights and obligations as the "Participating Noteholders Representative" under this Security Agent Agreement to the Trustee (other than the Participating Noteholders Representative's obligations under Section IV(b)(ii) shall remain with GTSC Border Limited and not be assigned to or assumed by the Trustee), and from and after the Effective Date and following the Trustee's assumption of the Participating Noteholders Representative's rights and obligations hereunder, GTCS Borders Limited shall no longer be a party hereto other than for purposes of Section IV(b)(ii) hereof.

XII. Anti-Terrorism/Anti-Money Laundering Laws.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the United States government fight the funding of terrorism or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. What this means for the Parties to this Security Agent Agreement: the Security Agent will ask for your name, address, date of birth, and other information that will allow the Security Agent to identify you (e.g., your social security number or tax identification number.) The Security Agent may also ask to see your driver's license or other identifying documents (e.g., passport, evidence of formation of corporation, limited liability company, limited partnership, etc., certificate of good standing.)

Each party to this Security Agent Agreement hereby agrees to provide the Security Agent, prior to the establishment of the Account, with the information identified above pertaining to it by completing the form attached as Exhibit B and returning it to the Security Agent. Exhibit B includes one form for individuals and another form for entities.

XIII. Governing Law.

This is a New York contract and shall be governed by New York law in all respects. NO CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS SECURITY AGENT AGREEMENT MAY BE COMMENCED, PROSECUTED OR CONTINUED IN ANY COURT OTHER THAN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE PARTIES HERETO CONSENT TO THE JURISDICTION OF SUCH COURTS AND PERSONAL SERVICE WITH RESPECT THERETO. EACH PARTY HERETO WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS SECURITY AGENT AGREEMENT.

XIV. Entire Agreement.

This Security Agent Agreement, the Sharing Agreement and any documents referred to herein and therein contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior negotiations, agreements and undertakings among the Parties with respect to such subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein with respect to the subject matter hereof.

XV. Counterparts.

This Security Agent Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

XVI. Successor Security Agent.

Any business entity into which the Security Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Security Agent shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Security Agent, shall be the successor of the Security Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be hereto subscribed as of the day and year first above written.

_____,
Anatolie Stati, as the Representative

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Security Agent

By: _____
Title:

Address:

Fax No.: _____
Tel.No.: _____
Attention: _____
Email: _____

Address:
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Fax No.: 612-217-5651
Tel. No.: 612-217-5642
Attention: Alecia Anderson
Email: AAnderson@wilmingtontrust.com

GTCS BORDERS LIMITED,
as the Participating Noteholders Representative

By: _____
Title:

Address:
2nd Floor Midtown Plaza,
PO Box 448
George Town
Grand Cayman KY1-1106
Cayman Islands
Fax No.: +345 945 3470
Tel.No.: +345 945 3466
Attention: The Directors
Email: info@genesis.ky

EXHIBIT A
Sharing Agreement



**EXHIBIT B
Due Diligence Questionnaire for Entity Customers**

Dear Customer:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Please complete the items identified and sign below. In certain circumstances, we may be required to request additional information. Thank you for your cooperation in this matter.

Company Name: _____

SSN/TIN*: _____

Street Address:** _____

City: _____ **State:** _____ **Zip Code:** _____

Phone (Optional): _____ **Fax (Optional):** _____ **eMail (Optional):** _____

**If SSN/TIN has been applied for please attach copy of filed application*

*** Business street address, address for the principal place of business, local office or other physical location,*

P.O. Box address is not acceptable

Required documents from non-individuals:

Please provide the following *executed* document:
Completed IRS Form W-9/W-8 (form attached)

- Please provide **at least one (1)** of the following certified documents:
- Certificate or Articles of Incorporation
 - Government-issued business license
 - Partnership Agreement
 - LLC Agreement
 - Trust Agreement
 - Certificate of Good Standing (issued within the last six months)

Signature

Date

EXHIBIT B (Cont'd)
Due Diligence Questionnaire for Individual Customers

Dear Customer:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism or money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Please complete the items identified and sign below. In certain circumstances, we may be required to request additional information. Thank you for your cooperation in this matter.

Your Name: _____

SSN/TIN*: _____ **Date of Birth (Individuals):** _____

Street Address (individual's residential address):** _____

City: _____ **State:** _____ **Zip Code:** _____

Phone (Optional): _____ **Fax (Optional):** _____ **eMail (Optional):** _____

* *If SSN/TIN has been applied for please attach copy of filed application*

** *P.O. Box address is not acceptable*

Required documents from individuals:

Please provide the following *executed* document:

Completed IRS Form W-9/W-8 (form attached)

Copy of *at least one* (1) of the following documents:

1) Driver License (Photo ID):

State/Country of Issuance: _____

License Number: _____

Issuance Date: _____

Expiration Date: _____

2) Passport:

Country of Issuance: _____

Issuance Date: _____

Passport Number: _____

Expiration Date: _____

3) Government Issued ID Card (Photo ID):

State/Country of Issuance: _____

ID Number: _____

Issuance Date: _____

Expiration Date: _____

Signature

Date

Revised: January 9, 2007/Due Diligence Form

Internal Use Only

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. **Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided. **Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line. **Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A *disregarded domestic entity* that has a *foreign owner* must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification. **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. individual	The individual
2. Two or more individuals Joint account)	The actual owner of the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	or, if combined funds, the first individual on the account ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The minor ² The grantor-trustee ¹ The actual owner ¹
b. So-called trust account that is not a legal or valid trust under state law	The owner ³
5. Sole proprietorship or single-owner LLC	
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³ Legal entity ⁴
7. A valid trust, estate, or pension trust	The corporation The organization
8. Corporate or LLC electing corporate status on Form 8832	The partnership The broker or nominee The public entity
9. Association, club, religious, charitable, educational, or other tax-exempt organization	
10. Partnership or multi-member LLC	
11. A broker or registered nominee	
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program	

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT C
Form of Joint Instruction

_____, 2012

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Alecia Anderson
Phone: (612) 217-5642
Facsimile: (612) 217-5651
Email Address: AAnderson@wilmingtontrust.com

[Via E-Mail]

Re: Security Agent Agreement, dated as of [], 2012 (the "Security Agent Agreement"), by and among [] ("Representative"), [] (the "Participating Noteholders Representative"), and Wilmington Trust, National Association (the "Security Agent").

The undersigned Representative and [Participating Noteholders Representative/Trustee], pursuant to Section IV(a)/IV(c) of the Security Agent Agreement, hereby authorize and direct the Security Agent to disburse on [], 2012 \$[•] from the Account by wire transfer to the following accounts:

Name:
Amount: \$
Bank:
Address:
ABA:
Acct:

Name:
Amount: \$
Bank:
Address:
ABA:
Acct:

Name:
Amount: \$
Bank:
Address:
ABA:
Acct:

Name:
Amount: \$
Bank:
Address:
ABA:

EXHIBIT D
Schedule of Fees

Security Agent Acceptance Fee:	\$2,000.00
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This one-time fee covers the acceptance of the engagement created or modified by an Agreement (the "Agreement"). This charge includes a complete study of drafts of the Agreement and all supporting documents until a final agreement is agreed upon and execution of the final agreement.

The Acceptance Fee is due and payable on the date the execution of the Security Agent Agreement.

Security Agent Administrative Fee:	\$13,000.00
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This annual fee encompasses the day-to-day discharge of the Agent's duties and responsibilities under the Security Agent Agreement. The Security Agent Administrative Fee is due and payable on the date of the execution of the Security Agent Agreement.

Administration Extraordinary Fees:	Vice President \$410.00/hour Assistant Vice President \$325.00/hour
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Extraordinary fees may be charged for services beyond those contemplated by the Agreement. You will be informed in advance of services that are considered extraordinary.

Tax Reporting:

IRS Form 1099 or 1042 reporting, if applicable	\$7.00 per Form
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Out-of-Pocket Expenses:	At Cost
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We only charge for out-of-pocket expenses in response to specific tasks assigned by the client. Therefore, we cannot anticipate what specific out-of-pocket items will be needed or what corresponding expenses will be incurred. Possible expenses would be, but not limited to, express mail and messenger charges, travel expenses to attend closing or other meeting. There are no charges for indirect out-of-pocket expenses.

NOTE: Charges for any services not specifically covered in this schedule will be billed commensurate with the services rendered. This schedule reflects charges that are now in effect for our normal and regular services and are subject to modification where unusual conditions or requirements prevail, and does not include counsel fees or expenses and disbursements, which will be billed at cost. The fees of our counsel shall be due and payable whether or not the transaction closes.

Schedule is subject to periodic review and adjustment by mutual consent.

Please wire the Agent Fees to:

Wilmington Trust
ABA: 031100092
Account No.:
Re: Tristan Agent Fees
Attn: Alecia Anderson, Global Capital Markets

EXHIBIT E
Notice of Exclusive Control

To:Wilmington Trust, National Association ("Security Agent")
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Alecia Anderson
Phone: (612) 217-5642
Facsimile: (612) 217-5651
Email Address: AAnderson@wilmingtontrust.com

From: _____ ("Participating Noteholders Representative")
Re: _____ ("Representative ")
Date: _____

Pursuant to the Security Agent Agreement dated _____ ("Agreement")
entered among Security Agent, Representative and Participating Noteholders Representative, Participating
Noteholders Representative hereby notifies Security Agent of Participating Noteholders Representative's
exercise of Participating Noteholders Representative's rights under the Agreement and directs Security Agent
to cease complying with instructions or any directions originated by Representative or its agents.

PARTICIPATING NOTEHOLDERS REPRESENTATIVE:

By: _____
Title: _____

ACKNOWLEDGED BY:
(for facsimile only)

**WILMINGTON TRUST,
NATIONAL ASSOCIATION**

By: _____
Title: _____
Date: _____
Time: _____

EXHIBIT F
FORM OF ASSUMPTION ACKNOWLEDGMENT

To: Wilmington Trust, National Association ("Security Agent")
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Alecia Anderson
Phone: (612) 217-5642
Facsimile: (612) 217-5651
Email Address: AAnderson@wilmingtontrust.com

Pursuant to the Security Agent Agreement dated [] (the "Agreement") entered among Security Agent, Representative and Participating Noteholders Representative, the undersigned hereby confirms that, save for the rights and obligations, if any, under Section IV(b)(ii) of the Agreement, it has assumed the rights and obligations of GTCS Borders Limited in its capacity as Participating Noteholders Representative to the extent provided in the Agreement, and hereby agrees to be bound by the terms and conditions in the Agreement applicable to the Participating Noteholders Representative to the extent provided in the Agreement. Capitalized terms used in this letter and not otherwise defined have the meaning ascribed to them in the Agreement.

FARGO BANK, N.A.:

WELLS

By:

Title:

ACKNOWLEDGED BY:

(for facsimile only)
ASSOCIATION

WILMINGTON TRUST,

NATIONAL

By:

Title:

Date:

Time:

CC: Representative