

AGREEMENT ON TERMINATION
of Share Sale and Purchase Agreement # 10110_ as of July 20, 2010

August 04, 2010

This Agreement on termination ("this Agreement") is entered into by and between **DINO CAPITAL S.A.** (the "Seller"), represented by its Attorney Ara Sailyan, acting pursuant to the Power of Attorney dated May 7, 2010, from the one part, and **International Media Overseas S.A.** (the "Buyer"), represented by its Director Carmen Wong, from the other part.

For the purposes of this Agreement the Buyer and the Seller shall be hereinafter collectively referred to as the "Parties" and each "Party".

THE PARTIES HEREBY HAVE AGREED AS FOLLOWS:

1. To terminate the Purchase And Sale Agreement # 10110 as of July 20, 2010 beginning from the date of this Agreement where through the Seller failed to perform its obligations to transfer the Shares to the Buyer.

2. According to p. 5.3.1 of the Share Sale and Purchase Agreement # 10110 as of July 20, 2010 the Seller undertakes to compensate to the Buyer an amount of losses to the extent of \$746,900.00 (Seven hundred forty six thousands nine hundred US Dollars) which equals the positive difference between the Purchase Price and the price for the Shares obtained by multiplying the number of Shares by the the weighted average per Share price on Moscow Interbank Currency Exchange as of the close of the trading day on July 29, 2010.

3. The Parties hereby warrants and represents that after the performance by the Seller of its obligation set forth in Section 2 of this Agreement, the Parties will not have any financial or other claims to each other in connection with the Purchase And Sale Agreement # 10110 as of July 20, 2010.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in 2 (two) originals each having equal legal force, one original for each Party, in the place and at the date first above written.

SELLER
CAPITAL S.A.)

Name: Ara Sailyan
Title: Attorney

BUYER
International Media Overseas S.A.



Name: Carmen Wong
Title: Director

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For the purposes of this Agreement the Buyer and the Seller shall be hereinafter collectively referred to as the "Parties" and each "Party".

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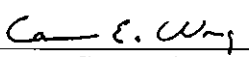
1. To terminate the Purchase And Sale Agreement # 10110 as of July 20, 2010 beginning from the date of this Agreement where through the Seller failed to perform its obligations to transfer the Shares to the Buyer.
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SELLER
CAPITAL S.A.)

Name: Ara Sailyan
Title: Attorney

BUYER
International Media Overseas S.A.



Name: Carmen Wong
Title: Director

SHARE SALE AND PURCHASE AGREEMENT #10110

This Share Sale and Purchase Agreement (the «**Agreement**») is executed on this 20 day of July, 2010 by and between:

- A) **DINO CAPITAL S.A.**, a company duly organized and existing under the laws of Panama (the "**Seller**"), represented by its Attorney Ara Sailyan, acting pursuant to the Power of Attorney as of May 7, 2010. on the one hand,
- and
- B) **International Media Overseas S.A.**, a company duly organized and existing under the laws of Panama (the "**Buyer**"), represented by its Director Carmen Wong, acting pursuant to the Charter, on the other hand,

For the purposes of this Agreement the Buyer and the Seller shall be hereinafter jointly referred to as the "**Parties**" and each as a "**Party**".

WHEREAS, the Seller is the registered holder and beneficial owner of the Shares of the Issuer (as such terms are defined hereinbelow);

WHEREAS, the Seller wishes to sell and transfer, and the Buyer wishes to purchase from the Seller the Shares on the terms and subject to the conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

For all purposes of this Agreement, certain capitalized terms used herein shall have the following meanings, except as otherwise expressly provided:

Business Day	day, when banks are open for business in Moscow, Russian Federation, and New York, USA;
Issuer	Open Joint Stock Company "Rosneft", company duly organized and validly existing in accordance with the Russian laws.
Depository	Closed Joint Stock Company "Depository Clearing Company";
Shares	1 265 932 (One million two hundred sixty five thousand nine hundred thirty two) common registered shares of the Issuer with face value of 0.01 (zero point zero one) Rubles for One (1) common registered share.
Purchase Price	amount of funds calculated by multiplying number of Shares by a per Share price of \$7,848,778.00 (Seven million eight hundred forty eight thousand seven hundred seventy eight) US Dollars.

2. SUBJECT OF THE AGREEMENT

2.1. Relying on the representations and warranties and on undertakings contained herein and subject to the terms and conditions set out in this Agreement, the Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, together with all rights attaching thereto, at the Purchase Price (as defined below) the Shares.

3. TERMS AND PROCEDURE FOR TRANSFER OF THE SHARES AND PAYMENT

3.1. Transfer of the Shares

3.1.1. The Seller shall not later than 30th of July 2010 transfer or procure the transfer of the Shares to a custody account of the Buyer's nominee to be opened in advance and maintained with the Depository, with full title guarantee and free from all liens, charges and encumbrances and with all rights attaching thereto on the date of such transfer.

3.1.2. The Seller shall be deemed to have duly performed its obligations to transfer the Shares from the Seller to the Buyer from the moment the Shares have credited to the custody account of the Buyer's nominee with the Depository.

3.1.3. For the purposes of execution by the Seller of its obligations to transfer the Shares, the Buyer shall ensure timely opening by the Buyer's nominee of the relevant custody account with the Depository and notify the Seller on the details of such custody account.

3.1.4. All expenses related to transfer of the title to the Shares from the Seller to the Buyer shall be borne by the Seller.

3.2. Payment for the Shares

3.2.1. In consideration for transfer of the Shares by the Seller to the Buyer, the Buyer shall pay to the Seller the price of the Shares in the amount equal to \$7,848,778.00 (Seven million eight hundred forty eight thousand seven hundred seventy eight) US Dollars (the "Purchase Price").

3.2.2. Payment of the Purchase Price shall be effected by the Buyer on the same Business Day on which the relevant amount of Shares is credited to the custody account of the Buyer's nominee as set forth in Section 3.1.1 above, by means of wire transfer of the relevant amount of immediately available and freely convertible funds to the Seller's bank account specified in Section 13.6 of this Agreement.

3.2.3. The Buyer shall be deemed to have duly performed its payment obligations hereunder from the moment of crediting of the Purchase Price to the Seller's bank account.

4. ADDITIONAL UNDERTAKINGS AND COVENANTS

4.1. Cooperation

Upon the terms and subject to the conditions hereof, each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under any applicable laws to consummate and make effective the transactions contemplated by this Agreement.

4.2. Subsequent Events

Each Party shall notify the other Parties promptly in writing of the occurrence of any event, or the failure of any event to occur, during the term of this Agreement that results in an omission from, or breach of, any of the covenants, representations or warranties made by or on behalf of such Party in this Agreement, but such notification shall not excuse breaches of representations, warranties or covenants disclosed in such notification.

5. TERM AND TERMINATION

5.1. Term

This Agreement shall enter into force (shall be deemed to be executed) on the date of its signing by the authorized representatives of the Parties.

5.2. Termination

Unless otherwise agreed by the Parties in writing, this Agreement may be terminated in the following circumstances and under the following conditions:

- 1) by the mutual written consent of the Parties;
- 2) by the Buyer, in case if the Seller fails to perform its obligations to transfer the Shares or any part thereof to the Buyer; and
- 3) by the Seller, in case if the Buyer fails to perform its obligations to pay for the Shares.

5.3. Effect of Termination

5.3.1. In the event this Agreement is terminated as provided for herein, this Agreement shall forthwith become void and of no effect, and the Parties shall be released from all future obligations hereunder, except for the obligation of defaulting Party (if the Agreement terminated according to Section 5.2 2) or 3) above) to compensate the affected Party for an amount of losses caused by any default in the performance of its respective obligations hereunder, which amount shall equal the positive difference between the Purchase Price and the price for the Shares obtained by multiplying the number of Shares by the weighted average per Share price on Moscow Interbank Currency Exchange as of the close of the trading day which falls on or immediately precedes the Business Day on which the relevant obligation of the defaulting Party should have been performed. Such payment shall be effected within 30 (Thirty) Business Days following the termination date of this Agreement.

5.3.2. Notwithstanding any termination of this Agreement as herein provided the Parties' obligations as to confidentiality provisions under Article 10 shall not be extinguished but shall survive such termination. The Parties shall have any and all remedies to enforce such obligations provided at law or in equity (including, without limitation, specific performance).

6. Confidentiality

6.1. The Parties hereby agree that neither Party may disclose or in any way comment upon to the third parties, with the exception of their consultants, auditors and affiliates, any information related to (i) the Parties, (ii) business intentions of the Parties, (iii) terms of this Agreement or the Shares purchase and sale transaction as a whole, as well as the information that became known to the Parties in connection with the Agreement and/or in the course of executing of the Agreement, except as required by applicable law or any stock exchange or other self-regulatory organization requirement.

6.2. If a Party breaches the terms of confidentiality as stated in Section 10.1 above, the other Party shall be released from any obligation with regard to representations and warranties, provided to it under this Agreement, and shall be entitled to claim compensation of the damages sustained as a result of such breach.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the substantive law of England.

7.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, Great Britain. The language to be used in the arbitration shall be English.

8. FORCE-MAJEURE

8.1. Neither Party shall be liable for non-performance or improper performance of its obligations hereunder if such non-performance or improper performance has been caused by an event of Force-Majeure. For purposes hereof, Force-Majeure shall be understood to mean any event arising after the execution of this Agreement whose origin is found in a circumstance which Parties cannot reasonably foresee or prevent, and shall include (without limitation) any acts of governmental agencies rendering impossible or materially hindering the performance by the Parties of their respective obligations hereunder

If the nature of Force-Majeure circumstances substantially or finally prevents the Parties from attaining the goals of this Agreement, or if the performance by either Party of its obligations hereunder remains seriously hampered for longer than three (3) consecutive months, the Parties shall take a joint decision on the future of this Agreement.

9. MISCELLANEOUS

9.1. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, administrators, legal representatives and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party.

9.3. This Agreement constitutes the entire agreement between the Parties with respect to its subject, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the subject matter provided for in Section 2.1. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the Parties.

9.4. The headings set forth herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.5. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by one Party to the other Party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by registered mail, return receipt requested, postage prepaid, and also forwarded or transmitted by telegram, telecopy or telex, addressed as follows:

If to the Seller:

Address: 50th Street, Global Plaza Tower, 19th Floor, Suite H, Panama City, Panama

Fax:

Attention to: Ara Sailyan

If to the Buyer:

Address: Mossfon Building, Second Floor, East 54th Street, Panama, Republic of Panama

Fax:
Attention to: Carmen Wong

9.6. Account details of the Parties:

Account for payments to Seller:

Commerzbank AG
Germany, Frankfurt/Main
400886671700
SWIFT COBADEFF
for credit to
UKIO BANKAS
Maironio g. 25, LT-44250, Kaunas, Lithuania
SWIFT UKIOLT2X
for further credit to
Acc. No. LT827010000038603609
Dino Capital S.A.

Account for payments to Buyer:

Russian Commercial Bank (Zurich), Swift: RKBZCHZZ
USD account - IBAN: CH96 0866 0012 8407 0033 3

Corr. bank: Deutsche Bank Trust Company Americas, New York, corr. acc. 04-408-388,
SWIFT: BKTRUS33

9.7. This Agreement may be executed in any number of counterparts. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

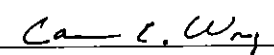
SELLER

DINO CAPITAL S.A.

Name: Ara Sailyan
Title: Attorney

BUYER

International Media Overseas S.A.


Name: Carmen Wong
Title: Director

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This Share Sale and Purchase Agreement (the «**Agreement**») is executed on this 20 day of July, 2010 by and between:

- A) **DINO CAPITAL S.A.**, a company duly organized and existing under the laws of Panama (the "**Seller**"), represented by its Attorney Ara Sailyan, acting pursuant to the Power of Attorney as of May 7, 2010. on the one hand,
- and
- B) **International Media Overseas S.A.**, a company duly organized and existing under the laws of Panama (the "**Buyer**"), represented by its Director Carmen Wong, acting pursuant to the Charter, on the other hand,

For the purposes of this Agreement the Buyer and the Seller shall be hereinafter jointly referred to as the "**Parties**" and each as a "**Party**".

WHEREAS, the Seller is the registered holder and beneficial owner of the Shares of the Issuer (as such terms are defined hereinbelow);

WHEREAS, the Seller wishes to sell and transfer, and the Buyer wishes to purchase from the Seller the Shares on the terms and subject to the conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

For all purposes of this Agreement, certain capitalized terms used herein shall have the following meanings, except as otherwise expressly provided:

Business Day	day, when banks are open for business in Moscow, Russian Federation, and New York, USA;
Issuer	Open Joint Stock Company "Rosneft", company duly organized and validly existing in accordance with the Russian laws.
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2. SUBJECT OF THE AGREEMENT

2.1. Relying on the representations and warranties and on undertakings contained herein and subject to the terms and conditions set out in this Agreement, the Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, together with all rights attaching thereto, at the Purchase Price (as defined below) the Shares.

3. TERMS AND PROCEDURE FOR TRANSFER OF THE SHARES AND PAYMENT

3.1. Transfer of the Shares

3.1.1. The Seller shall not later than 30th of July 2010 transfer or procure the transfer of the Shares to a custody account of the Buyer's nominee to be opened in advance and maintained with the Depository, with full title guarantee and free from all liens, charges and encumbrances and with all rights attaching thereto on the date of such transfer.

3.1.2. The Seller shall be deemed to have duly performed its obligations to transfer the Shares from the Seller to the Buyer from the moment the Shares have credited to the custody account of the Buyer's nominee with the Depository.

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4.2. Subsequent Events

Each Party shall notify the other Parties promptly in writing of the occurrence of any event, or the failure of any event to occur, during the term of this Agreement that results in an omission from, or breach of, any of the covenants, representations or warranties made by or on behalf of such Party in this Agreement, but such notification shall not excuse breaches of representations, warranties or covenants disclosed in such notification.

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Attention to: Ara Sailyan

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400886671700
SWIFT COBADEFF
for credit to
UKIO BANKAS
Maironio g. 25, LT-44250, Kaunas, Lithuania
SWIFT UKIOLT2X
for further credit to
Acc. No. LT827010000038603609
Dino Capital S.A.

Account for payments to Buyer:

Russian Commercial Bank (Zurich), Swift: RKBZCHZZ
USD account - IBAN: CH96 0866 0012 8407 0033 3

Corr. bank: Deutsche Bank Trust Company Americas, New York, corr. acc. 04-408-388,
SWIFT: BKTRUS33

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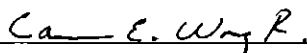
SELLER

DINO CAPITAL S.A.

Name: Ara Sailyan
Title: Attorney

BUYER

International Media Overseas S.A.


Name: Carmen Wong
Title: Director