

Leader in China's
oil & gas supply



Our Ref: FOP/CORP/031421

Date; 06/07/2009

ATTENTION: SAURABH SAXENA,

1.0 EXECUTIVE SUMMARY:

Fortune oil plc seeks to employ your services as an EXPATRIATE QUALITY EXECUTIVE MANAGER, for the provision of administrative services as stipulated in the following acts in this document. This document embodies the approved Terms for the purpose of this contract.

On the above subject matter, the Fortune and Gas company management hereby congratulates you on your successful emergence based on detailed recruitment by our official recruitment consultants; the FORTUNE RECRUITMENT SERVICES.

2.0 POSITION:

YOU WILL SERVE AS QUALITY EXECUTIVE MANAGER, FOR THE REQUIREMENTS OF FORTUNE OIL AND GAS COMPANY IN UNITED KINGDOM.

RESUMPTION DATE

You would be expected to resume on site on the 19th of July 2009. Prior to resumption as inscribed above, you shall be expected to start your job processes by acquiring and procuring your necessary Residence/Work permits papers (With the Easy Way Travel Agent United Kingdom) on it's earliest acquisition, you will receive all your due entitlements/ emoluments prior to resumption of duty to enable you settle all domestic necessities before embarking on project trip and avoidance of excuses leading to delays on your side.

3.0 CONSULTING PERSONNEL:

You shall be expected to work lead a team of prime experienced individuals with the mandate to provide excellent services.

4.0 ENTITLEMENTS:

All salary and expense figures shall be in Pounds (GBP), Sterling or Euros equivalent depending on employee home country and salary preference, (except where employee prefers currency on his/her local/home currency).

4.1 SALARY:

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Wanchai, Hong Kong

Salary shall be paid on monthly bases. Work time shall be 40 hours work week for the Twenty Four (24) month contract term as such employee shall also be entitled to over-time allowance if employee work time exceeds the official stipulated hours. Salary shall also be liable to increments with time and employees' official promotions and position in service.

Monthly salary is £18,500 GBP (Eighteen Thousand Five hundred Pounds).

5.0 EXPENSES:

Expenses incurred by the employee related to job before commencement of duties will be substantiated with receipts and the employer will reimburse the employee not later than Five (5) working days after submission of employee's expense report and receipts.

5.1 ACCOMODATION:

First class accommodations will be provided for employee. Accommodation shall be of first class international standard same as accommodates FORTUNE OIL PLC expatriate senior and management staff. Employer shall also pay for and provide complete meals for employee / (Family) as deem appropriate for period of contract.

5.2 TRAVEL:

£3,600.00 flat rate travel/entertainment allowance shall be paid to employee by employer for each intercontinental trip. Travel shall be by business class/first class.

However for the purpose of commencement, the cost of travel ticket shall be paid in addition to travel/entertainment allowance. Cost shall be substantiated and shall be the rate charged at the Period/time of purchase. Employer shall also take care of employees' travel ticket including that of employees' family only on employees' early notification to employer and as shall be requested by employee.

5.3 MEALS:

This will be taken care of by us (employer) Fortune Oil and Gas Company.

5.4 MOVING EXPENSES:

You shall be required to furnish us with your valid residence, work permits and visa on or before the **11th of July 2009** as a proof of readiness to join FORTUNE OIL AND GAS COMPANY project team in the due time as stipulated above for your job resumption with the FORTUNE OIL PLCCOMPANY in London and also to enable you receive your first monthly salary including your due entitlements/emoluments prior to your departure for services with FORTUNE OIL AND GAS COMPANY in London.

The employee will be reimbursed by the employer for reasonable moving expense incurred only as a result of relocation or early termination of leases, storage charges; procurement of travel

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documents, immunizations etc. Reimbursements shall be paid not more than five (5) Working days from submission of report/and receipts as proof of payments.

5.5 MEDICAL EXPENSES:

Employer will provide the employee with comprehensive health care for the term of contract, and follow-on care for injuries suffered during the term of contract for employee and family.

5.6 OTHER ALLOWANCES AND/OR BENEFITS:

This shall be provided for as deemed appropriate, and will be paid by employer.

- . Quality single or family housing in company community.
- . Personal effects shipment and excess baggage allowances.
- . Free medical care in uk for you and your family for contract duration.

5.7 VACATION:

Employees' shall be authorized paid four times vacation during the term of the contract, to be used at the employee's discretion after duly informing and receiving approval from employer's management. Employer will pay for travel expenses (i.e. flight tickets) and flat Rate travel allowance of £3,600.00.

6.0 MOBILIZATIONS:

The first monthly salary shall be paid in advance before you embark on journey to assume duty. This is to enable you settle all domestic needs before travel. As such no excuses will be entertained on assumption of duty relating to default. All payment of Salary after assumption of duty in UK shall be 75% paid into an offshore account to be provided by employee with the remaining 25% paid locally in United Kingdom. This is in line with the United Kingdom expatriate financial statutory laws. Expatriate shall also be liable to pay 10% of salary as withholding tax to the relevant authority in United Kingdom

7.0 JOB PROCESSING/ PROCEEDINGS:

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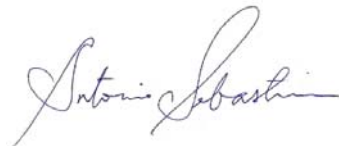
All employees successfully screened and recruited for FORTUNE OIL PLC shall be required to furnish us with a valid UK residence and work permits papers on or before the **11th of July 2009** as a proof of readiness to join the FORTUNE OIL PLC team in the due time as stipulated above for your job resumption with the FORTUNE OIL PLC in UK and also to enable you receive your first monthly salary including your due entitlements/emoluments prior to your departure for services in United Kingdom.

However, for expatriate services employees who do not presently possess their valid UK residence and Work Permits papers, they are to make contact with the address given below for directives and assistance on the acquisition and procurement of their valid residence and work permits papers with the Easy Way Traveling Agency here in United Kingdom.

VISIT UK TRAVEL AGENT
International Travel Solution
Visit UK Travel Agent
78 Water Crescent - Oakwood Press GB 989 London, United Kingdom
E: mail: uk-workpermit@live.com
Tel: **(+44) 7031869794**

8.0 CONTRACT:

This is with effect from **19TH of July 2009** when the contractor/consultant assumes duty in UK.



Mr. Winston Dickson
Chief Recruiting Personnel
Phone: **(+44) 7031872889**



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Fortune Oil Plc

Registered Address:
6/F, Belgrave House
76 Buckingham Palace Road
London SW1W 9TQ
United Kingdom.
Tel: (+44) 7024010751
Tel: (+44) 7024010751
Email: hr-fortuneoil@live.com

THE MISSION CONSULAR
BRITISH HIGH COMMISSION
UNITED KINGDOM.

19 DECEMBER 2008

Our Ref: **FOP/CORP/031421**

Dear Sir/Madam,

CONFIRMATION OF APPOINTMENT LETTER

This is to certify that the above named person has been employed with **Fortune Oil Plc** United Kingdom for a Two (2) year contract.

APPOINTMENT DETAILS:

Name: **KAPIL SENGAR**

Nationality: **INDIAN**

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senior management, may from time to time request.

The Company reserves the right to assign you to duties of a different nature either additional to or instead of those referred to above, it being understood that you will not be assigned duties which you cannot reasonably perform.

Employee shall at all time faithfully, with diligence, and to the best of his ability, experience and talents, perform all the duties that may be required of and from him pursuant to the terms of this letter agreement.

ARTICLE 3: COMPENSATION.

In consideration of the work and other services that Employee performs for **Fortune Oil Plc** hereunder, **Fortune Oil Plc** shall pay Employee the following:

- (a) **SALARY:** Your salary will be paid on a monthly basis. You will be entitled to commission to be paid on a monthly basis **one month** in arrears, specific details on quota targets and achievement incentives will be as discussed with your manager and as provided separately in a Sales Incentive Plan.

Salary payments will be made on the **(26th) twenty-sixth day** of each month. Performance reviews will be carried out once in a 2 month period; The first monthly salary shall be paid in advance before employee embarks on journey to assume duty, this is to enable employee settle all domestic needs before travel as no excuses will be entertained on assumption of duty relating to default.

This is in accordance with the British and European Union expatriate Financial Statutory law.

- (b) **ACCOMODATION:** **Fortune Oil Plc** will provide fully furnished accommodations in the forms of self content (applying to single employees) and family sized accommodations (in the case of married employees) in the **Fortune Oil Plc** Housing estates. Services of Chauffeurs, gardeners, stewards and butlers are available upon request by employees at the expense of Fortune Oil Plc. Privacy rights are strictly observed and will **"NOT BE VIOLATED"**.

- (c) **AUTO ALLOWANCE:** Employee is entitled to an official car with company chauffeur. In addition to the monthly Salary, Employer shall pay **£ 1,200** per month for Employee's use of his personal automobile on behalf of Employer. Such auto allowance shall be payable in accordance with Employer's normal payroll policies, not subject to withholding for federal

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income tax, and local taxes;

- (d) **INSURANCE:** Employer will provide Employee with coverage under a policy of hospitalization and major medical insurance at no cost to the Employee. Such of Employee's dependants may be covered under such insurance policy, subject to the terms of such policy, at the expense of Employer.

Employer will provide life insurance coverage in amount of not less than **£ 200,000** and short term disability insurance coverage in an amount to be determined by the company.

- (e) **HOURS OF WORK:** Your normal hours of work are **40 hours** in a five-day week exclusive of lunch breaks. The core office hours are **8.30am to 6.00pm**, however the times are negotiable with your manager. You may be required to work additional hours from time to time.

The Working Time **Regulations 1998** ("**the Regulations**") impose a limit on the hours which employees can be required to work, and this limit is a maximum of **48 hours** over a **7 day** period, averaged over **17 weeks**.

The Regulations give some workers entitlement to rest breaks. Certain parts of the Regulations may not apply to certain workers or workers in special circumstances. Unless you are a worker who is not covered by or who is excluded from the Regulations or some parts or provisions of the Regulations, you will have the following entitlements:

- (i) An entitlement to **11** hours rest between each working day;
- (ii) An entitlement to **24** hours rest in each **7** day period;
- (iii) An entitlement to an uninterrupted break of **20** minutes rest if you work continuously for more than 6 hours (it is likely that this will be covered by your lunch break).

We expect you to take the rest breaks to which you are entitled. If for any reason you encounter any difficulty in taking your rest breaks, you should contact the Human Resources department immediately.

You must obtain the consent of the Chief Executive officer and President before you become engaged or employed in, or provide services to, any other business or Organization. Even if you obtain such consent, you must only work such hours with all employers so that you

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enjoy all entitlements you may have under the Regulations.

ARTICLE 4: TRAVEL DOCUMENTS:

JOINING US: Currently employed Internationals (**Non UK Residents**) contact Ministry of Works UK to secure Appointment by applying for your Employment Eligibility Certificate.

MINISTRY OF WORKS UK

OFFICE ADDRESS:

45 Red Lion Street
London, WC1R 4PP

Tel: (+44) 702 4070903

Email: london.ministrywork@yahoo.co.uk or uk-ministry.work@live.com

ARTICLE 5: VACATION AND SICK LEAVE

In addition to statutory public and bank holidays, you are entitled to **22** working days' annual holiday in each calendar year, paid at your normal basic rate of pay such vacations/holidays shall be taken at such time, or times, as shall not be disruptive to the business of Employer. Scheduling shall be accomplished with the Executive Committee.

Employer will pay for travel expenses (**flight tickets**) and travel allowances of employee.

Vacations/holidays must be requested using the Company's official holiday request form that must be properly authorized and then handed to Human Resources for filing.

With the exception of an employee taking maternity or parental leave, an employee on unpaid leave of absence does not accrue holiday during any such period. An employee must work more than half the days in a month to be eligible for holiday to be accrued in that month.

If you are absent from work due to sickness or other medical incapacity the Company will continue to pay your normal salary ("**Company sick pay**"). Your entitlement to Company sick pay increases with length of service and is subject to your compliance with the Company's sickness reporting procedures set out below. Company sick pay entitlement in any period of **12** months is as follows:

Length of Service

Company sick pay entitlement (working days)

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Less than 1 year	5 days
1-3 years	10 days
3-5 years	15 days
5 years and above	20 days

Thereafter you will be entitled to statutory sick pay subject to the normal limits.

To qualify for sick pay a Company certification form must support any period of absence. For periods of absence of 5 working days or more, medical certification from your GP must be provided.

If your attendance is unsatisfactory because of frequent or continuous sick absence, whether medically or self-certified, your suitability for continued employment may be reviewed. No payments will be made in respect of periods of unauthorized absence from work.

You must ensure that the Company is informed by telephone as early as possible on the first working day of your illness. The Company's printed sickness form should be completed and sent to the Human Resources Director no later than 7 days after the first day of absence due to illness.

It is your responsibility to notify the Company at the earliest opportunity of the anticipated duration of absence and in the case of a longer term absence, it is your responsibility to ensure that the Company is kept informed at least once a week of your progress and likely date of your return.

ARTICLE 6: CONFIDENTIAL INFORMATION

Employee acknowledges that in the course of employment by Employer, Employee will receive certain trade secrets and confidential information belonging to the Employer which Employer desires to protect as confidential.

For the purposes of this Agreement, the term "**confidential information**" shall mean information of any nature and in any form which at the time is not generally known to those persons engaged in business similar to that conducted by Employer. Employee agrees that such information is confidential and will not reveal such information to anyone other than officers, directors and employees of Employer. Upon termination of employment, for any reason, Employee shall surrender all papers, documents and other property of Employer.

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ARTICLE 7: TERMINATION FOR CAUSE

Employer may terminate employment of Employee under this letter agreement if any of the following occur:

- (a) The death of Employee; or
- (b) The Employee breaches any material provision of this agreement; or
- (c) For a period of **120** days or more in any period of **6** consecutive months be incapable of performing your duties hereunder by reason of ill health or other incapacity (whether accidental or otherwise); or
- (d) The Employee fails, or refuses to perform any job duty resulting in substantial prejudice to employer's business interests; or
- (e) Be guilty of continuing unsatisfactory conduct or poor performance of your duties, after having received a written warning from the Company relating to the same.

In the event of a termination for cause pursuant to the provisions of this letter agreement, Employer shall give a written statement to Employee specifying the event causing such termination, and the termination will be immediately effective.

Any delay by the Company in asserting its rights under these provisions does not constitute a waiver.

However, any of the provisions of this agreement relating to activities and conduct after the termination of the employment relationship between Employer and Employee shall remain in full force and effect, and be enforceable.

ARTICLE 8: TERMINATION AND COMPENSATION

In the event that Employer elects to terminate Employee from employment prior to the expiration of a One (1) year initial term, or renewal term, of this Agreement for any reason other than termination for cause as expressly provided for in (Termination and Cause) then, and in that event, Employer

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shall pay to Employee, on the effective date of such termination, the following compensation:

- (1) A lump sum payment equal to six (6) month's base salary.
- (2) A lump sum payment equal to six (6) month's automobile allowance.
- (3) Shall continue the payment of premiums for hospitalization and major medical insurance for the lesser period of either three (3) months or the date on which Employee secures full time employment that affords equivalent medical coverage.

ARTICLE 9: RETURN OF COMPANY PROPERTY ON TERMINATION

On termination of your employment at any time, you will return forthwith to your immediate supervisor any Company property. If you fail to return such property, or damage the property, the Company reserves the right to deduct the value of the property from any salary or other monies.

ARTICLE 10: HEALTH & SAFETY REGULATIONS

You will be required to comply with the requirements of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work (Amendment) Regulations 1994 to take responsible care of yourself and other persons who may be affected by your acts or omissions at work. You must not misuse or intentionally interfere with anything provided in the interests of health and safety.

ARTICLE 11: EXCLUSIVITY OF SERVICE

You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times. You must not, without the written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or activities where this is, or is likely to be, in conflict with the interests of the Company or any Associated Company or where this may adversely affect the efficient performance of your duties.

ARTICLE 12: PRIOR TO RESUMPTION

As inscribed above, you shall also be expected to start your job processes by acquiring all necessary traveling papers With the professional assistance of **Legal Services Commission (LSC)** on or before **10 JANUARY 2009** as a sign of readiness to enable you receive all your due entitlements prior to resumption of duty to enable you settle all domestic necessities before

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embarking on project trip and avoidance of excuses leading to delays on your side.

ARTICLE 13: ASSIGNMENT

This letter agreement shall not be assignable by Employee. In the event of a future disposition of the properties and business of by merger, consolidation, sale of assets, or otherwise, then may assign this letter agreement and all of its rights and obligations to the acquiring or surviving entity; provided that any such entity shall assume all of the obligations of hereunder.

ARTICLE 14: GOVERNING LAW

This letter agreement shall be construed and enforced in accordance with, and be governed by, the laws of the United Kingdom.

ARTICLE 15: SEVERABILITY

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

ARTICLE 16: WAIVER The failure of either party to enforce any rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver which has been signed by the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision hereof.

ARTICLE 17: ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement and Employee's job duties shall be submitted to and finally settled by binding arbitration to be held in UK, in accordance with the rules of the **British Arbitration Association (BAA)** in effect on the date of this letter agreement, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All agreements contemplated herein to be entered into to which the parties hereto are parties shall contain provisions which provide that all claims, actions or disputes pursuant to, or related to, such agreements shall be submitted to binding arbitration.

ARTICLE 18: ENTIRETY OF AGREEMENT

This letter agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to the employment.

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