



**OAO VANKORNEFT
REFINERY**

ADDRESS: 663230, KRASNOYARSK TERRITORY, TURUKHANSKY DISTRICT,
SHADKHA AE STREET, 20 RUSSIAN FEDERATION
TELEPHONE: +7 495 002 300 23
E-MAIL: oisneft@vankorneft.ru
INN: 2437261831
KPP: 247150001
ODRN: 1042100920077

Contract No: РОСНЕФТЬ-ВАНКОРНЕФТЬ-KGD-101EN/RU

Seller's code: РОСНЕФТЬ/нефтераз41/9012/229/ENS90

Our ref: РОСНЕФТЬ/90/ВАНКОРНЕФТЬ-KGD/2019

Attention: MR. BYRON AMILCAR ORELLANA.

Date: 15TH January 2019.

LETTER OF CONTINUITY AND ACCEPTANCE.

This office of JSC VANKORNEFT here by inform your company(KINGDOM GROUPS FZE), that our refinery is willing, able, capable to supply this products for a period of one year without breaching the terms and condition assigned to this contract number РОСНЕФТЬ-ВАНКОРНЕФТЬ-KGD-101EN/RU

We also wished to inform the buyer MR. BYRON AMILCAR ORELLANA Director to sign this letter of acceptance that will lodge in with our Legal department for transparency and total commitment to this transaction.

ПРОДАВЕЦ БАНКОВСКИХ РЕВИЗИТОВ/SELLER BANKING DETAILS

Bank Name: SBER BANK
Address: Russia, Moscow, 117997, st. VAVILOVA, 19
Account Name: JSC "VANKORNEFT"
Account No: 30101810400000007272
Swift Code: SABBUR33

ПОКУПАТЕЛЬ БАНКОВСКИЕ РЕВИЗИТЫ



General Director.
VLADIMIR NIKOLAEVICH.
"JSC VANKORNEFT"

BUYER SIGN AND STAMP.





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INVOICE

INVOICE
DATE: 22
Valid for 4 w

TO:
Company: KINGDOM GROUPS FZE.
Address: p.o. box 123102, sharjah
Email: byron.ceo@kingdomlubricants.com
Title: Chairman

Item Description	Quantity		Am
RUSSIA DIESEL ULSD EN590	50,000 Metric Tons		\$50
Payment for contract Registration.	1 Metric Ton is calculated for \$1	Sub total	\$50
Transaction Code: ПОЧЕТЪ-ВАЖКОПЕЪТЪ-KGD-783EN/RU		Tax-0%	\$0
Invoice Number: #36372	TOTAL		\$50

Account information

Bank Name:	Bank of America.
Bank Address:	CAB-106-01-01, 930 westwood Blvd Los Angeles, CA 90024.
Account Number:	325120797567
Account Holder:	Megumi Properties LLC.
Bank Swift Code:	BOFAUS3N
Routine Number:	026009593
Reference:	Services



Authorized Signatory
Chernov Vladimir Nikolaevich



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DATE: 15TH January 2019
CONTRACT №: РОСНЕФТЬ-ВАНКОРНЕФТЬ-KGD-101EN/RU
SELLER CODE: РОСНЕФТЬ/нефтегаз41/9012/229/EN590

DRAFT CONTRACT
SALES AND PURCHASE CONTRACT

RUSSIA DIESEL ULSD EN590

CONTRACT №: РОСНЕФТЬ-ВАНКОРНЕФТЬ-KGD-101EN/RU
ISSUE DATE: 15/01/2019
EXPIRE DATE: 14/01/2020

This Contract made on this day 15th of January 2019 by Seller JSC "VANKORNEFT" and KINGDOM GROUPS FZE.

SELLER.

Company Name: JSC "VANKORNEFT"
Address: 663230 Krasnoyarsk Territory, Turukhan Districts, Turukhansk City, Shadrin AE Street, 20.
Country: Russia Federation.
Represented by: CHERNOV VLADIMIR NIKOLAEVICH
Designation: General Director.

And:

BUYER.

Company Name: KINGDOM GROUPS FZE
Address: p.o. box 123102, sharjah
Country: United Arab Emirates
Represented by: MR. BYRON AMILCAR ORELLANA
Designation: Chairman
(Hereinafter referred to as "Buyer")

Whereas, the parties mutually desire to execute this Contract which shall be bound upon and in accordance with the jurisdictional law of the negotiation and fully executed contract.



SELLER SIGN/SEAL

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Metric Ton	A measure of weight equivalent to one thousand kilogram mass (1 000kg).
Commodity	Referred to as being RUSSIA DIESEL ULSD EN590 elsewhere in the Agreement also referred to as which specifications are detailed in the "Appendix No 1" which is an integral part of this Contract.
Day	Means a Calendar day, unless differently specified.
Month	Means a Gregorian calendar month.
Calendar Quarter	Period of three (3) consecutive months - 1 st January, 1 st April, 1 st July or 1 st October.
ASTM	American Society for Testing and Materials, is the institute, internationally recognized, that approved all Standards, Tests and Procedures used in the Oil Industry and to be referred in The Agreement to the latest revised edition with amendments in force to date.
Out-turn	The quantity and quality of the product ascertained, according to the ASTM procedures, on completion of the discharge operations. The so determined out-turn quantity and quality is the base on which the amount will be computed for the payment of the product effectively delivered to the Buyer.
Bill of Lading	The official document, issued at the load port after completion of the loading operations, stating, among other things, the ship's loaded quantity, expressed in Metric Ton (MT) per the definitions herein. This document has to be signed in original by the ship's Master and made out in accordance with the instruction hereinafter specified in this contract.
Discharge Terminal	The safe port/berth designated by the Buyer as final receiving destination.
C.I.F.	Cost Insurance and Freight strictly as referred to in the interpretations defined by the INCOTERMS Edition 2010 with latest amendments.
Delivery Date	The date mutually accepted by both Seller and Buyer as the date on which the nominated international Surveyor Company has ascertained the quantity and quality of the product pumped into the Buyer's designated discharge terminal facilities.



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**Proof of
Product**

Document issued by authority entity and should be confirmed with bank responsibility. Whereas, Seller and Buyer, under full corporate or trust authority and responsibility, respectively represent to each other on the date hereof that the Seller is lawful Seller of the commodity, in the quantity and quality hereunder specified, and the Buyer has the full capability to purchase the said commodity.

USD

United State Dollar

CLAUSE 1 - SCOPE OF THE CONTRACT

1. The Seller and Buyer, under full corporate authority and responsibility, respectively represent that one part is a lawful owner of the commodity in quantity and quality as hereunder specified, and the other has the full capacity to purchase the said commodity.

2. The following documents will be considered as an integral part of the present contract:

- Appendix № 1 - Quality Specification.
- Appendix № 2 - Schedule of Deliveries.
- Appendix № 3 - Text of DLC.
- Appendix № 4 - Text of Performance Bond (PB).
- Appendix № 5 - Letter of Indemnity.

CLAUSE 2 - COMMODITY

2.1 RUSSIA DIESEL ULSD EN590, having the contractual minimum guaranteed specifications as per Appendix № 1.

CLAUSE 3 - QUANTITY

3.1 The monthly contractual quantity of the commodity sold and purchased under this contract is 50,000 MT after the trial shipment of 50,000 MT, with a variation of plus minus five percent (+/-5%) at Seller's option as Appendix № 2.

3.2 Seller and Buyer hereby agree to deliver and accept the above quantity in partial shipments with reference to provisions set out in clause 8 (Delivery).

That the validity of the allocation assignment, as reported in the above clause 3.2 is subject to and secured by the Seller of the Buyer's financial instrument.



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3.4 The actual quantity of each shipment of RUSSIA DIESEL ULSD EN590 shall be assessed by the Independent surveyor at the loading port on completion of each loading operation, on the basis of shores figures, or as otherwise stipulated by *clause 9.3* of the contract. This assessed quantity shall be used for computing the amount to be paid to the Seller.

CLAUSE 4 - TIME PERIOD

4.1 The duration of this contract is for a period of Twelve (12) months, consecutive calendar months OR end of allocation with rolls and extensions to 1 year.

4.2 The first delivery shall take place within Ten-Fifteen (10-15) days from the date of the acceptance and verification of the Buyer's financial instrument.

4.3 The time period for the conclusion of each monthly supply shall terminate once the final batch of current monthly lot has been assessed as the final batch and not to exceed thirty (30) days.

CLAUSE 5 - QUALITY

5.1 For the full duration of the contract, the Seller guarantees that the quality of the product will conform to the guaranteed specification indicated in *Appendix No 1 RUSSIA DIESEL ULSD EN590* which constitutes an integral part of this contract.

CLAUSE 6 - PRICE

5.1 For the full duration of the contract, the Seller guarantees that the quality of the product will conform to the guaranteed specification indicated in *Appendix No 1 RUSSIA DIESEL ULSD EN590* which constitutes an integral part of this contract.

CLAUSE 6 - PRICE

6.1 The price shall be fixed price of USD \$250 Gross, \$240 Net per MT, CIF Dubai (Jabal Ali. Port), for the entire contract period the price for this contract is to be paid in US Dollars.

2. Commission: USD\$5 Buyer side/USD\$5 Seller side.

CLAUSE 7 - PAYMENT/BANKING PROCEDURES

1. Buyer to issue ICPO along with Company profile.



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2. Seller issues the Draft Contract (SPA), Buyer sign, returns the signed Draft Contract.
3. Seller and Buyer, agree on all conditions of the contract and annexes or negotiating about amendments, seller register contract, at buyer's cost.
4. All party sign NCNDA/IMFPA.
5. The refinery provides (PPOP) and Refunds Notarize Guarantee and Penalty Letter to Buyer sends via swift bank to bank.

List of Documents (PPOP) to send bank to bank via swift:

Certificate of origin.
Passport of the Product (SGS reports).
Commitment to Supply.
Statement of Availability of the Product.
Title Transfer Affidavit,
Export clearance Affidavit,
Pro-forma Invoice.
Registered, Legalized, Approved Contract.
Endorsed NCNDA/IMFPA

Transaction certificate for 12 months which gives the buyer the legitimate approval to purchase oil products from the Russian Federation for yearly contracts.

Refunds Notarize Guarantee and Penalty letter.

6. The buyer is to choose from below two payment options;

A. Upon confirmation of the PPOP, Buyer release payment instrument DLC/MT700 for the total contract face value, and the seller respond with 2% PB, and buyer pays for the available monthly shipment via MT103 after successful dip test by the buyer (at buyer expense) in the port of loading and discharge.

B. Buyer pays agreed % to the seller fiduciary agent US Bank account (Payment via MT103-T/T wire transfer) in US Dollars (USD), and if the seller does not deliver products on times as agreed in signed/seal approved contract, the seller will refund buyer % payment and pay a penalty of the same amount to % to buyer.

C. The stage is will be realistic if the buyer is unable to provide DLC/MT700 to seller' bank.

7. Refinery schedule shipment and full sets of delivery/payment documents to send bank and refinery ships out the cargo to buyer destination port with refinery cost.



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List of Full POP to send bank to bank via swift and the original hard copies will be handed over to the buyer by the vessel captain at the discharge port.

Endorsed Charter Party Agreement (CPA)
Chartered Vessel Receipt (CVR)
Cargo Manifest
Tank ullage report
Certificate of Authenticity
Bill of Lading
Q88
Fresh SGS Report (At Loading Port)
Packing List Certificate
Export Clearance Permit
ATS/Authority to sell cargo if not exit buyer.
Insurance Policy
Commercial Invoice

8. Buyer pays the cargo invoice value after customs clearance (Q&Q Certificate(s) issued by CIQ at discharge port) to the seller account via (Payment via MT103-T/T wire transfer) in USD or the remaining % to the seller fiduciary agent US bank account in US Dollars (USD).

9. The seller pays commissions to party all involved as per signed/sealed endorsed NCNDA/IMFPA.

CLAUSE 8 - DELIVERY

8.1 The Seller warrants performing delivery of the transacted Commodity on CIF inside customs outturn quality and quantity basis, to the Buyer's designated discharge CIF Dubai (Jabal Ali. Port).

8.2 In accordance with the provisions set out in clause 3 (quantity) above, the Seller and Buyer hereby acknowledge to performing the delivery of monthly lot in batches to conclude the total amount of not less than 50,000 MT on every shipment.

8.4 The Seller notifies the Buyer of the full-chartered ship's particulars (general dimensions, cargo system arrangement, maximum unloading capacity rate, cargo tanks capacities at 98% loaded, manifolds sizes and reductions available on board). This information must be provided to the Buyer at least five (5) days prior to the Seller's vessel nomination, so as to assure compliance at the Buyer's discharge port.

8.5 The Seller shall ensure timely arrival of the ship to the discharge port in conformity with the approved schedule.



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8.6 The vessels chartered by the Seller shall in all respects meet port rules and regulations in terms of sea worthiness, fire and common safety, ballasting operations and discharge rates, otherwise, all and any damages caused by non-compliance with such rules and regulations shall be imposed on the Seller.

8.7 The Seller's chartered vessel(s) will arrive at the loading port with her tanks in a prepared state for fitness and cleanliness inspection.

8.8 The vessel's Master shall advise the Buyer and Ship owner's Agent at the port of discharge, the ship's ETA 120 hours before her arrival, her name, tonnage, flag, draughts, on board quantities and actual time of arrival, 48, 36, 24 and 12 hours before her arrival to the discharge port.

8.9 The Seller's chartered vessel may arrive at the designated load port with slops in one or two tanks. It is the sole and exclusive option of the seller to perform LOT (Load on Top) procedure or keep said amount of slops segregated from the incoming cargo. In the event of any LOT procedure, Seller will arrange that said tanks containing the slops would be sampled separately.

8.10 Vessel(s) to be accepted by Buyer and such acceptance shall not be unreasonably withheld. However, the Seller's chartered vessel shall comply with the three major oil company's requirements and shall be TOVALOP/PANDI or equivalent registered.

8.11 DOCUMENTS

The Seller shall present the following documents to the buyer's bank for negotiation and all of the following documents shall be faxed directly to the Buyer prompt after completion of loading, latest within two (2) days after vessel sailed from loading port.

8.11.1 A full set of 3/3 originals plus 2 N/N copies of Ocean Bill of Lading made out "Clean on Board" marked "Freight Prepaid". The B/L to be signed in original by the ship's Master and "Blank" issued or endorsed for the destination, identification of the loaded cargo with quantity expressed in US MT at 60 degrees Fahrenheit and Metric Tons (15 °C).

The Bill of Lading shall be consigned "to the order of Alton Pacific Limited".

8.11.2 Original quantity and quality inspection certificates plus three (3) copies as issued at loading port and discharging ports by an independent Surveyor Company (SGS) nominated by Buyer and Seller.

8.11.3 Certificate of Origin plus two (2) copies countersigned by a local Chamber of Commerce.

4. Signed commercial Invoice based on the delivered quantity and quality, name of vessel, date of completion discharge quantity and state of delivery, three (3) originals and two (2) copies.

8.11.4 Full set of one (1) original plus two (2) copies of Insurance policy for not less than 110% of the value against All Risks and War Risk and making end buyer as beneficiary.



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- 8.11.6 Time sheet showing at least date of Notice of Readiness (N.O.R) tendering at discharging port and date of hoses disconnection showing demurrage if any.
- 8.11.7 Tank's Cleanliness certificate & Tank's Inspection certificate.
- 8.11.8 Ullagex report.
- 8.11.9 Cargo manifest (original).
- 8.11.10 Captain's receipt (original) confirming receipt of bottles containing Arbitration quality samples of product loaded by vessel.
11. Captain's receipt of one copy of all documents of the shipped product (original).

CLAUSE 9 - INSPECTION - QUANTITY / QUALITY DETERMINATION

9.1 Seller and Buyer mutually agree that an internationally recognized first class independent Surveyor Company SGS (Societies General de Surveillance) or CIQ shall be appointed at both designated loading and discharging ports, to assess the quality and quantity of the cargo according fee, the inspection costs at loading ports shall be covered by Seller and discharging ports shall be covered by Buyer.

9.2 Quantity and quality assessments, conducted by the appointed Surveyor Company, shall be in accordance with methods and procedures usually used in the oil industry practice, and however, at all times, shall strictly comply with the revised ASTM/IP International standards and procedures enforced at the date of compliance.

9.3 For converting volumes, from observed to standard temperature, and volumes to weight, ASTM tables, latest revised edition, have to be used.

9.4 The assessed quantity will be used for computing the amount to be paid to the Seller, applying the price as per the agreement.

9.5 In the event of an inaccuracy with the devices used to measure the quantity received at the discharge port (failure of flow meters, meter banks and / or other devices) then manual shore tank measurement shall be applied. If the Surveyor has reason to believe that the shore tanks are not calibrated in accordance with the ASTM standards and procedures, then ship's figures TCV (Total Calculated Volume): applied with a valid V.E.F. (Vessel Experience Factor) shall be used to compute the delivered quantity of the current batch. In the event that the Surveyor reports from the loading port do not agree with the Surveyor from the discharge port (per clause 9.1 herein), the Buyer and seller shall appoint an independent Surveyor at the expense of the Buyer.



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9.6 During loading of the tanker, Arbitration Samples are to be taken from the auto sampler or flow meter. Sampling should be performed according to the standard procedure currently accepted in Russia. Samples thus taken shall be thoroughly mixed. Put into bottles and sealed.

9.7 One part of these samples filled into not less than two (2) bottles and sealed by Seller or their appointed representative, is to be placed on board the tanker under the care of the captain for delivery to the buyer or their nominated representative at the discharge port. The other part of the same samples, filled into not less than two (2) bottles, is sealed by the Captain, and delivered to the Seller.

9.8 The taken samples shall be considered as the only samples for arbitration. If loading was made under the observance of the independent shall be considered as arbitration samples.

9.9 Both parties shall keep these samples within the duration of this contract, and in case of claims, until moment of settlement.

CLAUSE 10 - INSURANCE

10.1 Seller, at his own expense, shall procure a policy with a first class Marine Insurance Institute to cover the one hundred and ten percent (110%) of the value of the cargo. The insurance policy will cover all risks of loss or damages to said cargo, including War, hijacking, explosion etc. from the time the cargo has passed the ship's manifold flanges at the loading port. Copy of the policy shall be submitted to Buyer.

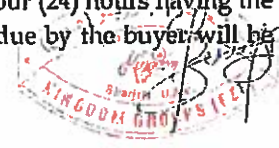
10.2 Marine Insurance will cover all risk, of loss or damage to said cargo, including war, hijacking, explosion etc. until cargo commences to pass the ship's manifold flanges at the discharge port.

CLAUSE 11 - PERFORMANCE BOND (PB)

11.1 The Seller's Bank, in accordance with the provisions set out, will post into the beneficiary's bank account nominated by the Buyer, an irrevocable, revolving, transferable, Performance Bond to cover two percent (2%) of each monthly quantity, revolving for the entire contract period as per Appendix № 4.

11.2 The format of the Performance Bond shall be in accordance with the least UCP 500 (Uniform Customs and Practice for Documentary Credits, 1999 revision, ICC Publication No. 500 & 2000).

11.3 In the event of Non-Performance by the Seller, the Seller's PB will be called up by the Buyer and the Seller will instruct his bank to issue a new PB within a period twenty four (24) hours having the same value as the previous one. Should this be the case, all future payments due by the buyer will be suspended until such a time the new PB has been placed.



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CLAUSE 12 - CLAIMS

12.1 Any claims that either party may have, due to an occurrence, has to be submitted to the other party within a period of two (2) weeks from the dates of that occurrence. Any claims made after that the Seller not accept date, and Buyer will have no right to apply to Arbitration.

12.2 In case the independent inspection proves that the chemical composition of any consignment does not conform to the specification agreed in the present Contract, the Buyer shall accept such consignment with reduction of price as agreed by the Parties.

If the Buyer fails to inform the Seller within four (4) calendar days after the date of goods' arrival to the port of discharge in written form (via facsimile) with enclosure of all necessary copies of inspection reports proving the inferior quality of the consignment as compared with the goods shall be declared by the Seller as conforming to the agreed quality and no further Buyer's claim shall be accepted for consideration.

12.3 If the Seller receives a claim with respect to quality, quantity of a consignment of the goods within the stipulated period of the time in accordance with the terms of this Contract, he shall have the right to agree with the Buyer as regards the discount in the price for such consignment of the goods.

12.4 The Buyer shall submit the following documents for consideration of claims:

- a. Act of stoppage time registration.
- b. Notice of readiness.
- c. Bill of lading 3/3 originals plus one copy.
- d. Certificate of quality.
- e. Certificate of quantity.
- f. Certificate of origin.
- g. Act of flow-meter passing.
- h. Certificate of loading, as well as any other documents relevant to the particular shipment signed by authorized persons.

CLAUSE 13 - TAXES, OBLIGATIONS AND IMPORT

13.1 The Seller shall pay all and any taxes, duties related to the performance of this contract and collected up to the nominated loading port.

13.2 The Buyer shall pay all and any taxes, duties related to the performance of this contract and collected at discharging port.

CLAUSE 14 - FORCE - MAJEURE

The Contract is governed by the regulations of the international Chamber of Commerce with regard to Force-majeure circumstances.





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2. Neither of the Parties shall be liable for complete or partial non-performance of obligations, if such non-performance is the result from Force-majeure circumstances such as fire, floods, strikes, wars (whether wars declared or undeclared), riots, embargoes, accidents, restrictions imposed by any governmental authority (including protection, quotas, priorities, requisitions and price control) and any other circumstances which are beyond control of the contracting parties and have arisen after conclusion of this contract.

14.3 If any of above mentioned circumstances directly affects performance of the obligations in the period of time determined by the present Contract, the time for performance of obligations shall be extended correspondingly by the period for which such Force-majeure circumstances lasted.

14.4 In the case of force-majeure circumstances continue for more than 90 (ninety) days, the Parties shall have the right to cancel this Contract partially or completely, In this case either or the parties shall have the right to claim any compensation from the other party for possible losses.

CLAUSE 15 - APPLICABLE LAW

15.1 This contract shall be interpreted in accordance with the law and in the event of any dispute incapable of amicable solution, the dispute shall be submitted to the International Chamber of Commerce Germany and London High Court will make the final judgement.

CLAUSE 16 - BREACH

16.1 In the event failure by the seller or buyer to comply with any of the obligation assumed under this contract, shall entitle the other party, without prejudice to any other or resources available to it, to consider such failure as breach of this contract and to terminate the same, or to unilaterally suspend its performance until such failure is collected, and in both cases, may claim direct damages for the breach of this contract.

CLAUSE 17 - ARBITRATION

1. The present Contract is a purely commercial deal concluded in accordance with international rules related to preparations, interpretation, execution of legality and any other issues regarding performance of the present contract including customary norms of honesty, confidentiality adopted by the International chamber of Commerce (ICC), London UK, as well as temporary suspension of deliveries due to force - majeure circumstances. Should the Parties fail to reach an agreement as regards any aspect of performance of the present contract; the Parties agree to submit the matter to the London Court of international arbitration.

1. All disputes arising in connection with the present contract shall be settled in an amicable way. If the parties reach no agreement, and then the case shall be brought for final settlement.



SELLER SIGN/SEAL

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BUYER SIGN/SEAL



**OAO VANKORNEFT
REFINERY**

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SHADRINA AE STREET, 20 RUSSIAN FEDERATION
TELEPHONE: +7 916 964 2596
E-MAIL: rosneft@rosneftvankorneft.ru
INN: 2437261631
KPP: 997150001
OGRN: 1042400920077

under the rules of Conciliation and Arbitration of the International Chamber of Commerce in London, UK, by one or more arbitrators appointed in accordance with the said rules.

17.3 Decision of the stated Arbitration Court shall be final and binding upon both parties.

CLAUSE 18 - SPECIAL CONDITIONS

18.1 The Parties hereby agree that all terms, which are not specially confirmed and agreed upon in this Contract, have to be referred to the general rules of the ICC INCOTERMS Edition 2010 with latest amendments.

CLAUSE 19 - LAYCAN - LAYTIME - DEMURRAGES

19.1 LAYCAN

19.1.1 Seller and Buyer hereby agree on a quarterly delivery schedule specifying the Lay can's at Buyer designated discharge port(s) per each single batch to be delivered.

19.1.2 Each fifteenth (15th) day of the third (3rd) month of the current quarter, the next quarterly delivery schedule shall be agreed upon by parties.

19.1.3 Lay can's Buyer's designated port(s) to be fixed with five (5) days range.

19.2 LAYTIME

19.2.1 Buyer warrants that Seller's nominated vessel(s) will be allowed to discharge her cargo within seventy-two (72) free running hours SHINC' plus six (6) hours NOR, and however, maintaining at the ship's manifolds an average discharge pressure of not more than ten (10) kilograms per square centimetre (kg/cm²).

19.2.2 Notice of readiness (N.O.R) shall be given, on ship's arrival at the Buyer's designated discharge port(s), by the ship's master to Buyer and/or Agent, by radio, cable or by hand, at any time including Saturdays, Sundays and holidays.

19.2.3 Lay time shall commence upon the expiration of six (6) hours after tender of notice of readiness, or upon vessel being all-fast in berth, whichever is earlier.

19.2.4 Time spent for customs/health/port authority formalities, pilot age from anchorage area to berth, mooring, or crossing river mouth, shall not to count as lay time.

19.3 DEMURRAGES

Demurrages at both load and discharge ports, if any and if not caused by Seller's nominated vessel, shall be paid by the Seller to the Buyer at sight, at first and simple written request.



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Conversely, if demurrages have been caused by the Buyer's discharge terminal, then the corresponding amount shall be borne by the Buyer to be paid to the Seller at sight, at first and simple written request. Time shall not count against lay time or if the vessel is on demurrage, or demurrage when spent or load.

19.3.2 Demurrages amount shall be computed at the Chartered party rate. For this purpose, Seller shall provide the Buyer with a copy of the original Charter Party.

19.3.3 Demurrages will be based on daily rate or pro-rata thereof.

19.3.4 If the vessel arrives at the discharge terminal ahead of the range of days in accordance with clause 19.1.3, such notice shall only be effective as from 00.01 hours on the first of these days, unless the discharge terminal begins to discharge the vessel before such time.

5. In the case of the vessel arriving later than the range of days accepted, the discharge terminal will use its best efforts to minimize the delay to discharge. However, in such cases, LAYTIME will only start to count upon the vessel being all-fast in berth.

CLAUSE 20 - CONFIDENTIALITY NON-DISCLOSURE/ NON-CIRCUMVENTION

20.1 The undersigned Parties do hereby accept and agree to the provisions of the International Chamber of Commerce for Non-Circumvention and Non-Disclosure with regards to all and anyone of the Parties in this transaction.

20.2 To include but not limited to the Buyer, Seller, their agents, mandates, nominees, assignees, and all intermediaries party to this agreement/contract.

20.3 This agreement shall be kept in the strictest confidence between them for at least five (5) years from the date hereof.

20.4 Neither party is entitled to transfer their rights and/or obligations under this contract to a third party with exceptions of Financial Agent of the Seller/Buyer, and except where the third party is an entity whose majority ownership is the same as the original ownership contract partner. In any case the transferring party will notify the other party in writing. After signing the present contract all previous negotiations and correspondence between the Parties in this connection will be considered null and void.



LETTER OF INDEMNITY



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21.1 In case the Seller is not able to deliver to the Buyer in due time the set of original bills of lading of each cargo's batch, and then the Seller has to provide the Buyer with a hard-copy of letter of indemnity to temporarily missing original bills of lading.

21.2 Wording of this letter of indemnity to be acceptable to the Buyer and shall cease to have effect upon presentation of the original bills of lading.

21.3 In the event of unusual circumstances, which prevent the Seller from presenting to the Buyer the original bills of lading within a sixty (60) day period, the Seller agrees to provide the Buyer and the Buyer agrees to accept a second and subsequent letter of indemnity covering the cargo batch in question.

CLAUSE 22 - ASSIGNMENT

22.1 The right of Goods' property, liability and all risks of damage or loss of the Goods shall pass from the Seller to the Buyer from the moment of Goods' passing through the vessel's connection flange.

22.2 Both Parties have the right to transfer this contract to a third party subject to the written agreement of the both parties.

22.3 Any such assignment shall be effected by notice in writing from the assign or signed by assignee who takes responsibility for the obligations under this Contract.

CLAUSE 23 - GENERAL PROVISIONS

23.1 This contract contains the entire understanding between the parties with respect to the transactions contemplated hereby and can only be amended by a written contract. Any prior contract, written or verbal is deemed merged herein and shall be superseded by this contract.

23.2 This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be an original.

23.3 The article and other headings in this agreement are for convenience only and shall not be interpreted in any way to limit or change the subject matter of this agreement.

23.4 All signed Appendices and Additions are the integral part of the present Contract.

23.5 Except as expressly provided in this contract, neither the Seller nor the Buyer shall be liable for consequential, indirect or special losses or special damages of any kind arising out of, or in any way connected with the performance or failure to perform obligations under this contract.

23.6 Terms and conditions, which have not been mentioned in the present contract, are to be regulated by INCOTERMS-2010 and latest relevant addenda for C.I.F deliveries.

This contract is formed in English language and signed in six (6) copies, three (3) for the Buyer and three (3) for the Seller. All originals have equal legal force.



SELLER SIGN/SEAL

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23.8 Both parties agree that the signed and sealed fax or EDT (*Electronic document transmission*) copies of the contract are fully binding and enforceable until the hard copy will be exchanged by courier and contract of terms of performance of this agreement made in writing and verified by signature and seals of the party's representative shall be acceptable.

23.9 Grammar mistakes and misprint shall not be considered as contradictions.

CLAUSE 24 - PARTIES' LEGAL ADDRESSES

SELLER:

Company Name: JSC "VANKORNEFT"
Address: 663230 Krasnoyarsk Territory, Turukhan Districts, Turukhansk City, Shadrin AE Street, 20.
Tel No: +7 916 964 2596
E-mail: rosneft@rosneftvankorneft.ru
Represented by: CHERNOV VLADIMIR NIKOLAEVICH

BUYER

Company Name:
Address:
Tel No:
e-mail:
Represented by:



CLAUSE 25 - BANKING DETAILS

SELLER BANK NAME: SBER BANK



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INN: 2437261631
KPP: 997150001
OGRN: 1042400920077

ADDRESS: RUSSIA, MOSCOW, 117997, ST. VAVILOVA, 19

ACCOUNT NAME: JSC "VANKORNEFT"

ACCOUNT No: SABRRUMM

SWIFT CODE: 30101810400000007272

(ALONG THE COURSE OF THIS TRANSACTION, SELLER RESERVES EVERY RIGHT TO APPOINT ANY FIDUCIARY PARTNERS IN UNITED STATES OR ASIA TO RECEIVE ANY AMOUNT ON THEIR BEHALF DUE TO RUSSIAN FEDERATION SANCTIONS IMPOSED BY THE UNITED STATES ON THE SBERBANK).

"Alternative Bank Provided."

BUYER BANK:

BANK NAME:

ADDRESS:

ACCOUNT NAME:

ACCOUNT NUMBER:

Swift Code:

Sign & Seal:

BUYER:

Title:

Date:



JSC "VANKORNEFT"

[Handwritten signature]



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Sample document fraudsters



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INN: 2437261631
KPP: 997150001
OGRN: 1042400920077

Name: CHERNOV VLADIMIR NIKOLAEVICH

Date: 25 January 2019



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Appendix No 1

QUALITY SPECIFICATION

Quality of RUSSIA DIESEL ULSD EN590 delivered under the present contract should meet to Requirements, switching, but not being limited to the requirements of the mentioned below specification.

ANNEX "A" RUSSIA DIESEL ULSD EN590

Winter from November to February (PP - 10, 0 degrees C) (CPO - 5, 0 degrees C)

(*) Summer from March to October (PP - 5, 0 degrees C) (CPO 10, 0 degrees C)

RUSSIA DIESEL ULSD EN590

COMPONENT	METHOD OF ANALYSIS	UNIT	RESULT	
			Min.	Max.
Aspect Color	Visual inspection ASTM D 1500		Clear	2,0
Density @ 15°	EN ISO 3675:98 / EN ISO 12185:96 / C1:2001	Kg/m ³	820, 0	845, 0
	EN ISO 2719:2002	C°	55(0)	



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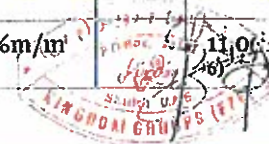
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- Recovered @ 150 °C	EN ISO 3405:2000	% vol		2,0	
- Recovered @ 250 °C		% vol		65,0(2)	
- Recovered @ 350 °C		% vol	85,0(2)		
- Recovered at 95%		°C			360,0
C.F.P.P. (summer) (3)	EN 116:1997	°C		-2	
C.F.P.P. (winter) (3)		°C	50,0	-12	
CLOUD Point (summer)	EN 23015:1994	°C	Report		
CLOUD Point (winter)		°C		0	
Cetane number	EN ISO 5165:1998	n°	51,0		
Cetane index	EN ISO 4264:1996	Index	46,0		
Viscosity @ 40 °C	EN ISO 3104:1996	mm ² /s	2,0 0	4,5 0	
Water content	EN ISO 12937:2000	mg/kg		200	
Total contamination	EN ISO 12662:2002	mg/kg		15	
Sulfur content	EN ISO 20884:2004	mg/kg		10,0	
Copper strip corrosion (3 hr at 50 °C)	EN ISO 2160: 1998	Indice		1 st Class	
Carbon residue (on 10% distillation residue)	EN ISO 10370:1995	% weight		0,15	
Total acidity	ASTM D 974:2002	mgKO H/g		0,3	
Ash content	EN ISO 6245:2002	% weight		0,01	
Lubricity, correct wear scar	EN ISO 12156-1:2000	µm		460	
Oxidation stability	EN ISO 12205:1996	g/m ³	20		
Electrical conductivity (4)	IP 274; ASTM 2624; ISO 6297	pS/m	50		
Non-aromatic hydrocarbons	EN 12916:2001	%m/m		11,0	



[Handwritten signature]



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Biodiesel content (s)	EN 14078:2003	% vol	4,5	7,0
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Appendix № 2

QUANTITY SPECIFICATION

MONTH	QUANTITY/SHIPMENT [in Metric Ton]	DISCHARGE PORT
Jan/feb 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Feb 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Mac 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Apr 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
May 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Jun 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Jul 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Aug 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Sep 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Oct 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Nov 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
Dec 2019	50,000/Month	CIF Dubai (Jabal Ali. Port).
TOTAL	600,000 MT YEARLY	



[Handwritten signature]



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The total quantity of the Goods sold and purchased under this contract is equal 600,000 MT with variation of +/- 5% (plus/minus five percent) at Seller's option. The Delivery Schedule of the Goods can be changed upon mutual parties' agreement.

Appendix № 3

TEXT OF DOCUMENTARY LETTER OF CREDIT

Date : _____
SBLC Number of Opening Bank : _____
Issue of Documentary Credit : _____
DLC number of Advising Bank: _____
LETTER OF CREDIT TO BE OPENED DIRECTLY WITH _____
BANK _____ AND TESTED.

We hereby open Irrevocable/Non-Transferable Documentary Letter of Credit payable at after sight number _____ and shall be automatically revolving to the next shipment until completion of the contracted quantity, subject to the uniform, customs and practice for Documentary Credits ICC Publication No. 500-1993 revision, as follows and basis of the sealed and signed by the Seller and Buyer "Contract Number : " _____", Dated _____.

BY ORDER FOR ACCOUNT OF: _____

IN FAVOR OF : _____ (SELLER) (Subject to our final confirmation)

Account Name : _____

Account Number : _____

For the account of : _____



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OGRN: 1042400920077

Validity : _____ at our counters in _____

This Letter of Credit is available for payment at our counters, the issuing Bank, by referred payment on each of stage are made by first demand at sight after CIQ inspection at discharging port(s) on presentation of the following documents per shipment as per the documents shown below in one original and three copies unless otherwise stated:

1. Signed Commercial Invoice one (1) original and three (3) copies covering the value of the actual shipment.
2. 3/3 original clean on board Bills of Lading made out the order of shipper bank endorsed notify buyer's company name marked "Freight payable as per Charter party"" , plus 3 non-negotiable copies to be originally signed by Master or Vessel's Agents.
3. Original quality and quantity Certificate and analysis report issued by SGS or CIQ three (3) issues at loading port and discharging port (s).
4. Original surveyor company inspector report issued at loading port certifying that the quality and quantity are as per agreement showing:
 - Date of completion Loading
 - Showing quantity in Metric Tonnes loading
 - Quality confirming to the specification per agreement, Certificate or Origin issued by Chamber of Commerce.
 - Tally - one (1) original and three copies.
 - Certificate of Insurance one (1) original and three (3) copies.
5. All loading details including loaded quantity, quality and Bill of Lading Date will be faxed directly to the Buyer prompt after completion of loading, latest forty eight (48) hours after vessel sailed from loading port. All documents from a third party are acceptable by the Buyer.
6. Certificate of Quality issued or countersigned by Independent inspector (Name of inspector company: SGS or CIQ) at loading port and discharging port, and also issued "To whom it may concerned" showing test results.

COVERING:

Quantity: $\pm 6\%$ percents at Seller's option.



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Delivery loading Lay can be not later than _____.

The following delivery Lay can's to be agreed according to the terms and conditions of the contract.

PRICE CALCULATIONS:

The price shall be price of USD \$250 Gross, \$240 Net per MT CIF Dubai (Jabal Ali. Port), for period of twelve (12) months Contract period.

SPECIAL CONDITIONS:

The amount of this Letter of Credit will fluctuate according to the above mentioned price clause and will automatically be adjusted without amendment:

1. Partial shipment are allowed, Transshipment prohibited.
2. Photostat copy instead of copies of documents acceptable.
3. Obvious spelling mistakes not to be considered as discrepancies (except in cargo figures).
4. All charges inside of discharge port are on Buyer's expense. All outside of discharge port are on Seller's expense.
5. Charter and or (third party) documents are acceptable.
6. Documents to be presented within twenty one (21) days after Bills of Lading date, but within the validity of this DLC are acceptable.

REIMBURSEMENT CLAUSE:

This is an operative instrument: no mail confirmation will follow.

This Letter of Credit is subject to uniform customs practice for documentary credits.

This Documentary Letter of Credit valid together by the contract number " _____ " which sealed and signed between Seller and Buyer.

For:



Accepted By:



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Appendix № 4

TEXT OF PERFORMANCE BOND

Date : _____
To : _____ (The Buyer's Bank)
Beneficiary : _____

We are informed that JSC "VANKORNEFT" hereinafter called the Seller) has entered into a Contract with your client KINGDOM GROUPS FZE.. (hereinafter called the Buyer), dated 15th January 2019, Contract Number: РОСНЕФТЬ-БАНКОРНЕФТЬ-KGD-101EN/RU for the supply of RUSSIA DIESEL ULSD EN590 that a Performance Guarantee of two percent (2%) is required, in the sum of USD xxx, 000,000 (xxx million US Dollars) for shipment 50,000 MT for the first trial shipment plus/minus six percent (+/- 6%), non-revolving.

Therefore, We, Bank _____, hereby issue an irrevocable, transferable, revolving letter of credit or letter of guarantee as a Performance Bond, our Guarantee № _____ and undertake to pay you any sum or sums not exceeding in aggregate USD _____ on receipt by us of your first demand in writing accompanied by your signed declaration stating that the amount claimed is due by reason of the Seller having failed to fulfill his obligation in accordance with the terms and conditions of the above Contract.

Our guarantee is valid until the end of the Contract, and thereafter automatically reinstated for the same period against simultaneous receipt of reinstated monthly Letter of Credit for the each following month and is available by payment at our counters, Any claim must be received by us or before that date, after which our liability to you under our guarantee will cease and our guarantee will be of no further effect.

Our guarantee is governed by the laws of _____.



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INN: 2437261631
KPP: 997150001
OGRN: 1042400920077

Address :
Name :
Title :
Tel/Fax :
E-mail :

Appendix № 5

LETTER OF INDEMNITY

We refer to cargo of _____ MT of _____
Discharged on board the vessel _____ at the CIF Dubai (Jabal Ali. Port).
Pursuant to Bill of Lading dated _____

Although we have sold and transferred the said cargo to you, we have been unable to provide you with the full set original Bill of Lading and other shipping documents covering the said sale.

In consideration of _____ Paying for your account to us the full purchase amount of USD _____ (United States Dollars _____), we hereby expressed warrant that we have marketable title, free and clear of any lien or encumbrance to such material and that we have full right and authority to transfer such title and effect delivery of such material to you.

We further agree to make all reasonable efforts to obtain and surrender to you as soon as possible the full set original Bill of Lading and other shipping documents, and to protect, indemnify and save you harmless from and against any and all damages, costs and expenses which you may suffer by the reason of the originals Bill of Lading and other shipping documents remaining outstanding, or breach of the warranties given above including, but not limited to any claims and demands which may be made by a holder or transferee of the original Bill of lading and other usual shipping documents, or by any other third party claiming an interest in or lien on the cargo or proceeds thereof.

This indemnity shall be governed by and construed in accordance with the English law and all disputes, controversies or claims arising out or in relation to this indemnity English court therefore shall decide the breach, termination or validity.

This indemnity shall be expired upon tendering the original Bill of Lading and other shipping documents issued in conformity with the terms and conditions of letter of credit number _____ issued from _____



[Handwritten Signature]



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Sample document
used by fraudsters



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OGRN: 1042400920077

INVOICE

INVOICE: REF2516
DATE: 29-01-2019

TO:


Company: KINGDOM GROUPS FZE.
Address: p.o. box 123102, sharjah
Email: byron.ceo@kingdomlubricants.com
Title: Chairman

Item Description	Descriptions		Amount	
<i>RUSSIA DIESEL ULSD EN590</i> <i>Payment for TTM meetings to refinery boards.</i> <i>Transaction Code:</i> <i>ПОЧЕБТЬ-БАЖКОПЕБТЬ-KGD-783EN/RU</i> <i>Invoice Number: REF2516</i>	(2) persons	\$4800 per person	\$9600	
	Meetings for USLD EN590 transactions.	Sub total	\$9600	
		Tax-0%	\$0.00	
	TOTAL			\$9600

Account information

Bank Name: BANK OF AMERICA
Bank Address: CAB-106-01-01,930 WESTWOOD Blvd Los Angeles, CA 90024.
Account Number: 325120797567
Account Holder: Megumi Properties LLC
Bank Swift Code: BOFAUS3N
Routine Number: 026009593

Reference: Services.


Authorized Signatory
Chernov Vladimir Nikolaevich
General Manager
Date 29th of January 2019





**OAO VANKORNEFT
REFINERY**

ADDRESS: 663230, KRASNOYARSK TERRITORY, TURUKHANSKY DISTRICT,
SHADRINA AE STREET, 20 RUSSIAN FEDERATION
TELEPHONE: +7 495 002 300 23
E-MAIL: rosneft@rosneftvankorneft.ru
INN: 2437261631
KPP: 997180001
OGRN: 1042400920077

INVOICE

INVOICE: #36372
DATE: 22-01-2019
Valid for 4 working days

TO:

Company: KINGDOM GROUPS FZE.
Address: p.o. box 123102, sharjah
Email: byron.ceo@kingdomlubricants.com
Title: Chairman

Item Description	Quantity		Amount
<i>RUSSIA DIESEL ULSD EN590</i>	50,000 Metric Tons		\$50,000
<i>Payment for contract Registration.</i>			
<i>Transaction Code: ПОЧЕТЬ-БАЖКОПЕТЬ-КСД- 783ЕН/РУ</i>	1 Metric Ton is calculated for \$1	Sub total	\$50,000
<i>Invoice Number: #36372</i>		Tax-0%	\$0.00
	TOTAL		\$50,000

Account information

Bank Name: Bank of America.
Bank Address: CAB-106-01-01, 930 westwood Blvd Los Angeles, CA 90024.
Account Number: 325120797567
Account Holder: Megumi Properties LLC.
Bank Swift Code: BOFAUS3N
Routine Number: 026009593

Reference: Service



Authorized Signatory
Chernov Vladimir Nikolayevich
General Manager
Date 22nd of January 2019



Министерство энергетики
Российской Федерации

Департамент нефти и газа
Ул. Щепкина д.42
Г. Москва, 109074

Телефон: 631 83 64

41-02-2019 № 491-691-00

Предупреждение об аннулировании
Контракта

OAO VANKORNEFT REFINERY
Mr. CHERNOV VLADIMIR NIKOLAEVICH
General Director.

Внимание Владимир Николаевич.

Мы подтверждаем получение вами поданной заявки и копии паспорта вашего партнера заграничный паспорт на ТТМ в Российской Федерации и документы были отклонены по следующим причинам:

1. Из-за уровня терроризма одно лицо не может посещать Российскую Федерацию без сопровождения еще двух делегатов в деловых целях.
2. Раздел 12 подраздел 23 гласит, что покупатель должен представить, как минимум одного директора плюс 2 вспомогательных сотрудника для посещения (ТТМ), и то, что мы получили от вас, было просто документами для одного человека, которые не могут быть обработаны, кроме как немедленно изменены для повторной отправки.
3. В разделе 90А говорится, что покупатель, как ожидается, либо посещает с 2 или более делегатов, поэтому мы советуем Вам попросить вашего клиента предоставить по крайней мере 2 человек заграничный паспорт для ТТМ или оплатить регистрацию контракта/SPA, чтобы обеспечить доставку в соответствии с графиком в договоре.

Признавая следующие причины отклонения заявки, мы просим незамедлительно рассмотреть ниже следующее и представить повторную заявку для дальнейшего рассмотрения.

Директор департамента
переработки нефти и газа

Селченко Е.В.
+7 (917) 585 3376

Рубцов А.С.



Министерство энергетики
Российской Федерации

Департамент нефти и газа
Ул. Щепкина д.42
Г. Москва, 109074

Телефон: 631 83 64
М-ОЛ-2019 № 491-691-00
Предупреждение об аннулировании
Контракта

OAO VANKORNEFT REFINERY
Mr. CHERNOV VLADIMIR NIKOLAEVICH
General Director.

Attention Mr. Vladimir Nikolaevich.

We acknowledge the receipt of your submitted application and passport copy of your partner international passport for ITM in Russia Federation and the documents was rejected for the following reasons:

1. Single individual is not allowed to visit the Russia federation without accompanying of another two more delegates for business purposes because of terrorism rate.
2. Section 12 sub section 23 states, buyer is expected to submit a minimum of one director plus 2 sub staffs for visitation (ITM) and what we received from you was just documents for one person which cannot be process except awarded immediately for resubmission.
3. Section 90A states that a buyer is expected to either visits with 2 or more delegates, so we advise you ask your client provide at least 2 Person international passport for ITM or pay for registration of Contract/SFA to enable delivery as scheduled in the contract.

Acknowledging the following reasons for the rejection of the application, we kindly request for an immediate considering of the following and resubmission to proceed further.

Директор департамента
переработки нефти и газа

Семченко Е.В.
+7 (917) 585 3376

Рубцов А.С.