

# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A  
OGRN 1021400967532. Phone +7 4113731590  
INN 1433015633 Fax +7 4113747734  
Email: info@neftegazodobycha.ru,  
export@neftegazodobycha.ru  
legal@neftegazodobycha.ru

CONTRACT CODE: TAAS-RU/GY/095137-LCO/20.  
BUYER CODE : GY20200601/LCO/2817399.  
SELLER CODE: TAAS-RU/20-82633129/LCO.

## SALES AND PURCHASE AGREEMENT

### LIGHT CYCLE OIL (LCO)

Quantity: 50,000MT First Trial Shipment, Follow By 200,000MT Per Month x 12 Months.  
Contract Quantity: 2,400,000 Metric Tons with Possible R&E.

This Agreement made on this 11<sup>th</sup> July, 2020.

Between:-

HEREINAFTER REFERRED TO AS THE SELLER:

|                   |  |
|-------------------|--|
| COMPANY NAME:     | TAAS-YURYAKH NEFTEGAZODOBYCHA LLC                                    |
| ADDRESS:          | 678144, RESPUBLIKA SAKHA (YAKUTIYA), LENSK, UL. PERVOMAYSKAYA, D.32A |
| TELEPHONE No:     | +7 4113731590  |
| FAX:              | +7 4113747734  |
| E - MAIL ADDRESS: | EXPORT@NEFTEGAZODOBYCHA.RU, INFO@ NEFTEGAZODOBYCHA.RU                |
| REPRESENTED BY:   | MR. SYUTKIN NIKOLAI NIKOLAEVICH                                      |
| TITLE :           | GENERAL DIRECTOR   |
| DATE:             | 11 JULY, 2020.   |

AND( & )

HEREINAFTER REFERRED TO AS THE BUYER:-

|               |  |
|---------------|--|
| COMPANY NAME: |  |
| ADDRESS:      |  |
| TELEPHONE NO: |  |
| FAX:          |  |



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633

Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

|                   |                  |
|-------------------|------------------|
| E - MAIL ADDRESS: |                  |
| REPRESENTED BY:   |                  |
| TITLE :           | GENERAL DIRECTOR |
| DATE:             | 11 JULY, 2020.   |

**WHEREAS:** THE SELLER AND BUYER, EACH WITH FULL CORPORATE AUTHORITY, CERTIFIES, REPRESENTS AND WARRANTS THAT EACH CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN, IN TIME AND UNDER THE TERMS AGREED TO HEREAFTER; AND

**WHEREAS:** THE SELLER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO DELIVER FIFTY THOUSAND METRIC TONS FIRST TRIAL SHIPMENT. AND AFTER, TWO HUNDRED THOUSAND METRIC TONS MONTHLY x 12 MONTHS (50,000MT TRIAL + 200,000MT MONTHLY x 12 MONTHS) METRIC TONS (+/-5%) OF RUSSIAN LIGHT CYCLE OIL (LCO) INSURANCEFREIGHT CIF CHINA. AND

**WHEREAS:** THE BUYER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO PURCHASE FIFTY THOUSAND METRIC TONS FIRST TRIAL SHIPMENT. AND AFTER, TWO HUNDRED THOUSAND METRIC TONS MONTHLY x 12 MONTHS (50,000MT TRIAL + 200,000MT MONTHLY x 12 MONTHS) METRIC TONS (+/-5%) OF RUSSIAN LIGHT CYCLE OIL (LCO) INSURANCEFREIGHT CIF CHINA. AND

**WHEREAS:** THE SELLER AND THE BUYER BOTH AGREE TO REFER TO THE GENERAL TERMS AND DEFINITIONS SET OUT BY THE INCOTERMS EDITION 2010 WITH LATEST AMENDMENTS AND FINALIZE THIS CONTRACT UNDER THE TERMS AND CONDITIONS, IT IS THEREFORE AGREED AS FOLLOWS:

## 1. PRODUCT / PRODUCT SPECIFICATIONS:

IT IS THE SOLE RESPONSIBILITY OF THE SELLER AND/OR THE SELLER REPRESENTATIVE TO PROVIDE CORRECT SPECIFICATIONS FOR THE RUSSIAN LIGHT CYCLE OIL (LCO) TO THE BUYER. FURTHER, IT IS THE SOLE RESPONSIBILITY OF THE SELLER TO INSURE THAT THE SPECIFICATIONS PROVIDED BY THE SELLER ARE IN FULL ACCORD WITH THOSE ESTABLISHED BY THE GOVERNING BODY HAVING JURISDICTION AT THE POINT OF USE. IF THE DELIVERED PRODUCT MEETS THE SPECIFICATIONS PROVIDED BY THE SELLER BUT DOES NOT MEET THE SPECIFICATIONS ESTABLISHED BY THE GOVERNING BODY, THEN THE SELLER SHALL BE RESPONSIBLE FOR THE FULL CONTRACT VALUE OF THE ORDER PLUS ANY PENALTIES, FEES, FINES, LEGAL EXPENSES, SHIPPING AND/ HANDLING COSTS, ETC. INCURRED BY THE SELLER IN DELIVERING THE PRODUCT TO THE BUYER.

## EXPORT SPECIFICATION OF LIGHT CYCLE OIL



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633

Fax +7 4113747734

Email: info@neftgazodobycha.ru,

export@neftgazodobycha.ru

legal@neftgazodobycha.ru

| NO | TEST ITEM                     | TEST METHOD | LIMIT                    |
|----|-------------------------------|-------------|--------------------------|
| 1  | Density@15°C kg/L             | ASTM D4052  | Min 0.86<br>Max 0.88     |
| 2  | Color ASTM                    | ASTM D1500  | Max 1.5 (Brownish Color) |
| 3  | Cetane Index (D4737)          | ASTM D4737  | Min 42.00                |
| 4  | Carbon MCRT wt%               | ASTM D4530  | Max 0.20                 |
| 5  | Pour Point degree °C          | ASTM D97    | Min 25<br>Max -5         |
| 6  | Flash Point PM degree °C      | ASTM D93    | Max 60                   |
| 7  | Distillation degree °C        | ASTM D86    | -                        |
| 8  | IBP                           | -           | Report                   |
| 9  | 50%                           | -           | Report                   |
| 10 | 90%                           | -           | Max 370                  |
| 11 | 95%                           | -           | Max 380                  |
| 12 | Final Point                   | -           | Max 390                  |
| 13 | Recovery @ 250 degree°C, vol% | -           | Max 90                   |
| 14 | Sulphur mass%                 | ASTM D4294  | Max 0.15                 |
| 15 | Viscos KIN @40 degree mm, cst | ASTM D445   | Max 4.0                  |
| 16 | Moisture Content wtppm        | ASTM D6304  | Max 0                    |
| 17 | Ash Mass%                     | ASTM 482    | Max 0.002                |
| 18 | Aromatics wt%                 | IP 391      | Min 51<br>Max 55         |
| 19 | BS&W, wt ppm                  | -           | Max 1000                 |
| 20 | Saturates                     | ASTM D1319  | Min 20<br>Max 50         |

## 2. ORIGIN:

RUSSIA

## 3. DESTINATION / PRODUCT DISCHARGE:

DESTINATION SHALL BE COST INSURANCE FREIGHTCIF CHINA. THE BASIS OF DELIVERY FOR ALL SHIPMENTS SHALL BE MINIMUM 200,000MT MONTHLY FOR 12 MONTHS. THE CONTRACTUAL QUANTITY OF TWO MILLION FOURHUNDRED THOUSAND METRIC TONS (2,400,000MT) SHOULD BE DELIVERED BY EACH SHIPMENT OF 200,000MT MONTHLY FOR 12 MONTHS FROM THE DATE OF RECEIPT OF BUYER'S FINANCIAL INSTRUMENT CONFIRMABLE TO SELLERS BANK. DELIVERY SHIPMENTS SHALL COMMENCE IMMEDIATELY UPON RECEIPT OF APPROVED PAYMENT INSTRUMENT BY SELLER'S DESIGNATE.

## 4. PRODUCT DELIVERY:



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

THE DATE (S) OF BILL OF LADING SHALL BE CONSIDERED THE DATE (S) OF DELIVERY. THE FIRST DELIVERY SHALL BEGIN IMMEDIATELY ON CONFIRMATION OF BUYER'S FINANCIAL INSTRUMENT ACCEPTABLE TO THE SELLER. THE SELLER SHALL HAVE THE RIGHT TO DELIVER EARLIER THAN AGREED IN THIS CONTRACT GIVING NOTICE TO ALL DESIGNATED PARTIES AS REQUIRED HEREIN, WITH THE APPROVAL OF THE BUYER.

## 5. CONTRACTED QUANTITY:

THE TOTAL QUANTITY OF THE CONTRACT IS TWO MILLION FOUR HUNDREDTHOUSAND (2,400,000MT) METRIC TONS.

## 6. PRODUCT QUANTITY AND QUALITY:

THE SELLER GUARANTEES THAT EACH SHIPMENT OF RUSSIAN LIGHT CYCLE OIL (LCO) SHALL BE PROVIDED WITH AN INSPECTION CERTIFICATE OF QUALITY AND QUANTITY AT TIME OF LOADING AND SUCH CERTIFICATE SHALL BE PROVIDED AS FOLLOWS:

PRE-INSPECTION OF THE PRODUCT SHALL BE CARRIED OUT BY SOCIETE GENERALE DE SURVEILLANCE (SGS) AT PORT OF LOADING AT SELLERS EXPENSE. SGS SHALL ISSUE AN INSPECTION CERTIFICATE OF QUALITY AND QUANTITY TO CERTIFY THAT THE PRODUCTS ARE IN GOOD ORDER AND CONDITION AND CONFORM TO THE SPECIFICATIONS HEREIN STATED. THE BUYER OR HIS REPRESENTATIVE MAY INSPECT THE GOODS AND WITNESS THE CARGO AT THE LOADING PORT AT HIS OWN COST AND SHOULD NOT HAVE ANY AUTHORIZATION IN NEGOTIATION OF THE SAID DOCUMENTS. THE SELLER SHALL INSTRUCT THE SAID AUTHORITY TO CARRY OUT THE INSPECTION IN STRICT ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.) RULES THE BUYER AT HIS OWN EXPENSE SHALL PROVIDE ADDITIONAL INSPECTION AT PORT OF DESTINATION TO CONFIRM LOADING SINGLE BULK VESSEL AND QUANTITY & QUALITY. IF DISCREPANCIES SHOULD AT ANY TIME AND IN PARTICULAR CASE RESULT IN RELATION TO THE INSPECTION CERTIFICATE(S) ISSUED AT THE PORT OF LOADING AND DESTINATION, IT IS HEREBY AGREED THAT ARBITRATION SHALL BE EMPLOYED TO DETERMINE THE APPROPRIATE JUDGEMENT. BOTH PARTIES AGREE TO BE BOUND BY THE ARBITRATOR'S DECISION FOR OR AGAINST EITHER BUYER OR SELLER.

## 7. SHIPMENT QUANTITY:

EACH MONTHLY SHIPMENT OF TWO HUNDRED THOUSAND METRIC TONS OF RUSSIAN LIGHT CYCLE OIL (LCO) SHALL BE SHIP FROM SELLER'S PORT VLADIVOSTOK TO CIFCHINA. WILL FURTHER SPECIFY WHERE BUYER CONFIRMS QUALITY AND QUANTITY AND LIFTS ON A MONTHLY BASIS.

## 8. PACKING:

SINGLE BULK VESSEL

## 9. PRICE PER METRIC TON:



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

GROSS USD \$180.00 / NET USD \$170.00 -CIF CHINA.

10. **COMMISSION:** COMMISSION IS USD \$5 PER TON, 50% FOR BUYER'S SIDE AND 50% FOR SELLER'S SIDE BY INTERNATIONAL CHAMBER OF COMMERCE COMMISSION PROTECTION AGREEMENT(NCND).

11. **CONTRACT AMOUNT:** IN USD \$432,000,000 (FOUR HUNDRED AND THIRTY TWO MILLION UNITED STATE DOLLARS) CIFCHINA.

**MONTHLY AMOUNT:** IN USD \$36,000,000 (THIRTY SIX MILLION UNITED STATES DOLLARS), -CIFCHINA.

**FIRST TRIAL SHIPMENT:** IN USD \$9,000,000 (NINE MILLION UNITED STATES DOLLARS), -CIFCHINA.

12. **PAYMENT TERMS:**

DLC MT700 OR TT \$350,000 AS POF AND MT103 / TT FOR FINAL PAYMENT OF THE PRODUCT WITHIN (3) THREE INTERNATIONAL BANKING DAYS AFTER SGS/CIQ INSPECTION AT DISCHARGE PORT.

13. **PROOF OF PRODUCT**

A. DIP TEST WILL PROVIDE A HARD PROOF OF PRODUCT WHENEVER BUYER DEEMS NECESSARY

A SOFT PROOF OF PRODUCT SHALL BE PROVIDED TO BUYER VIA EMAIL AND SHALL CONSIST OF THE FOLLOWING DOCUMENTS:

A, COMMITMENT LETTER TO SUPPLY PRODUCT

B, PRODUCT ALLOCATION CERTIFICATE ISSUED BY MINISTRY OF ENERGY

C, EXPORT LICENSE ISSUED BY RUSSIAN MINISTRY OF ENERGY.

D, SELLER CERTIFICATE OF INCORPORATION/REGISTRATION.

B. TO BE PROVIDED BY SELLER AFTER ON POINT OF DISCHARGE AT BUYERS PORT.

14. **PRODUCT DOCUMENTATION PER LIFT:**

ONE SET OF THE FOLLOWING DOCUMENTS CONSISTING OF THREE ORIGINALS AND NON-NEGOTIABLE COPIES WILL BE ISSUED FOR EVERY SHIPMENT:

- SGS
- TANK RECEIPT LOADED IN VESSEL CISTEN
- CUSTOM DUTY CLEARANCE



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftgazodobycha.ru,

export@neftgazodobycha.ru

legal@neftgazodobycha.ru

- CERTIFICATE OF THE PRODUCT (PRODUCT ORIGINALITY).
- TITLE TRANSFER FROM SELLER TO BUYER
- VESSEL MASTER SHEET SCHEDULE
- CONFIRMING WARRANT OF THE PRODUCT

## 15. PRODUCT INSURANCE:

IN ACCORDANCE WITH ICC RULES AND TERMS AND CONDITIONS OF THIS CONTRACT, INSURANCE IS FOR THE SELLER'S ACCOUNT AND SELLERS SOLE RESPONSIBILITY TO DISCHARGE PORT, C/F CHINA. THE SELLER SHALL PROVIDE INSURANCE AT HIS SOLE EXPENSE AND RESPONSIBILITY OF 110 % FOR EACH SHIPMENT.

## 16. DEMURRAGE:

AT THE LOADING PORT IT IS ON SELLER'S ACCOUNT. AT THE DISCHARGING PORT IT IS ON BUYER'S ACCOUNT.

## 17. FORCE MAJEURE:

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR BREACH OF CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, WAR, MILITARY OPERATION OR LOCAL EMERGENCY. THE PARTIES DO HEREBY ACCEPT THE INTERNATIONAL PROVISION OF FORCE MAJEURE AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE, GENEVA, SWITZERLAND, AND AS DEFINED BY I.C.C. RULES UNIFORM CUSTOMS AND PRACTICE.

## 18. DISPUTES AND ARBITRATION:

THE PARTIES HEREBY AGREE TO SETTLE ALL DISPUTES AMICABLY. IF SETTLEMENT IS NOT REACHED, THE DISPUTE IN QUESTION SHALL BE SUBMITTED AND SETTLED BY ARBITRATION AT THE I.C.C. CHAMBERS IN PARIS, FRANCE, BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES.

## 19. AUTHORITY TO EXECUTE THIS CONTRACT:

THE PARTIES TO THIS CONTRACT DECLARE THAT THEY HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND ACCORDINGLY TO BE FULLY BOUND BY THE TERMS AND CONDITIONS.

## 20. EXECUTION OF THIS CONTRACT:

THIS CONTRACT MAY BE EXECUTED SIMULTANEOUSLY IN TWO OR MORE COUNTERPARTS VIA TELEX OR FACSIMILE TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINALS AND LEGALLY BINDING.

## 21. GOVERNING LAW:



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

THIS CONTRACT SHALL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATION CONVENTION FOR THE SALE OF GOODS (U.N. CONVENTION). IN EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE U.N. CONVENTION, THIS CONTRACT SHALL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE 39, OF THE U.N. CONVENTION; A REASONABLE PERIOD OF TIME SHALL BE DEEMED TO BE 5 DAYS. THIS CONTRACT SHALL FURTHER BE CONSTRUED IN ACCORDANCE WITH THE COURTS OF THE EUROPEAN UNION, WHICH SHALL APPLY TO ICC RULES AND REGULATIONS.

## 22. LANGUAGE USED:

ENGLISH LANGUAGE TO BE USED

## 23. ASSIGNMENT:

THIS AGREEMENT IS ASSIGNABLE AND TRANSFERABLE BY EITHER PARTY, WITH PRIOR PERMISSION OF THE OTHER PARTY.

## 24. NON-CIRCUMVENTION AND NON-DISCLOSURE:

THE PARTIES ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, GENEVA, SWITZERLAND FOR NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO ALL AND EVERYONE OF THE PARTIES INVOLVED IN THIS TRANSACTION AND CONTRACT, ADDITIONS, RENEWALS, AND THIRD PARTY ASSIGNMENTS, WITH FULL RECIPROCATION FOR A PERIOD OF (5) FIVE YEARS FROM THE DATE OF EXECUTION OF THIS CONTRACT.

## 25. THE CIF BANKING TERMS & PROCEDURES ARE AS FOLLOW:

1. BUYER ISSUES ICPO WITH THE FOLLOWING: COMPANY PROFILE / REGISTRATION, PASSPORT COPY, BANKING DETAILS ALONG WITH AN ACCEPTANCE LETTER FROM BUYER, STATING THAT BUYER ADHERES TO SELLER'S PROCEDURES.

2. SELLER ACKNOWLEDGES BUYER'S ICPO AND ISSUES CONTRACT TO BUYER OPEN FOR AMENDMENT. BUYER SIGNS AND RETURNS THE CONTRACT TO THE SELLER IN WORD FORMAT WITHIN THREE (3) INTERNATIONAL WORKING DAYS

3. SELLER MAKES THE FINAL SIGNATURE, NOTARIZED THE CONTRACT WITH APPROPRIATE AUTHORITIES, AND CONVERT THE CONTRACT TO PDF AND SEND TO BUYER AS FINAL APPROVED CONTRACT TO LODGE INTO THEIR RESPECTIVE BANK. ALONG WITH BELLOW SOFT PERFORMANCE GUARANTEE PPOP DOCUMENTS:

A. COMMITMENT LETTER TO SUPPLY

B. PRODUCT ALLOCATION CERTIFICATE ISSUED BY MINISTRY OF ENERGY

C. EXPORT LICENSE ISSUED BY RUSSIAN MINISTRY OF ENERGY

D. CERTIFICATE OF ORIGIN

E. CONFORMING WARRANT



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftgazodobycha.ru,

export@neftgazodobycha.ru

legal@neftgazodobycha.ru

4(a). BUYER'S BANK IN ACCORDANCE WITH SELLER'S VERBIAGE SHALL ISSUE IN-ACTIVE SBLC-760/DLC MT-700 WITHIN TEN (10) WORKING DAYS FOR FIRST SHIPMENT'S VALUE TO SELLER'S FINANCIAL BANK TO ENABLE SELLER COMMENCE LOADING OF PRODUCT WITH THE SHIPPING COMPANY.

4(b). AS AN ALTERNATIVE PROVISION IF BUYER CAN NOT ISSUE THE INSTRUMENT, BUYER PAYS VIA TT 150,000USD TO SELLER AS TRANSACTION GUARANTEE PERFORMANCE WITHIN SEVENTY-TWO (72) HOURS WHICH WILL BE DEDUCTED FROM THE PRODUCT'S INVOICE VALUE WHEN FINAL PAYMENT IS MADE BY THE BUYER AFTER DISCHARGE OF PRODUCT AT DESTINATION PORT. ANY PARTY WHO FAILS TO PERFORM AFTER PPOP OR NOT FOLLOWING THE WORKING TERMS AND PROCEDURE SHALL BE GOVERNED BY APPROPRIATE COURT FOR ALL DAMAGES AND EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COST, BANKING FEES, TRAVEL EXPENSES, DOCUMENTATIONS AND MANAGEMENT OPERATION.

AS AN ALTERNATIVE PROVISION IF BUYER CAN NOT ISSUE THE INSTRUMENT, BUYER PAYS VIA TT USD \$150,000 TO SELLER AS TRANSACTION DEPOSIT WITHIN SEVENTY-TWO (72) HOURS , THE SELLER SHALL LOAD THE PRODUCT WITHIN SEVEN (7) INTERNATIONAL WORKING DAYS, AND SEND THE COMPLETE POP DOCUMENT TO THE BUYER'S BANK THROUGH INTER-BANK SWIFT IN THE NAME OF THE BUYER'S COMPANY, AND SEND IT TO THE BUYER AND THE REPRESENTATIVE BY EMAIL ONE COPY. THE BUYER SHALL WITHIN SEVENTY-TWO (72) HOURS AFTER THE BUYER'S AGENT AND THE SELLER'S AGENT CONTACT EACH OTHER, PAY THE SELLER USD \$150,000 AS THE TRANSACTION PERFORMANCE BOND BY TT, DEDUCT FROM THE INVOICE VALUE OF THE PRODUCTS WHEN THE BUYER PAYS THE FINAL PAYMENT AFTER THE PRODUCTS ARE UNLOADED AT THE DESTINATION PORT. ANY PARTY WHO FAILS TO PERFORM AFTER PPOP OR NOT FOLLOWING THE WORKING TERMS AND PROCEDURE SHALL BE GOVERNED BY APPROPRIATE COURT FOR ALL DAMAGES AND EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COST, BANKING FEES, TRAVEL EXPENSES, DOCUMENTATIONS AND MANAGEMENT OPERATION.

5{4(a)}. UPON RECEIPT OF BUYER'S BANK FINANCIAL INSTRUMENT; SELLER'S BANK IN RESPONSE ISSUES OPERATIVE TWO PERCENT (2%) PBTO BE ACTIVATE BUYER'S SBLC760/DLC MT700 IN FAVOR TO BUYER'S BANKING ACCOUNT WITHIN THREE (3) WORKING DAYS. SELLER LOADS PRODUCT WITHIN SEVEN (7) INTERNATIONAL WORKING DAYS AND SENDS FULL POP DOCUMENTS IN BUYER'S COMPANY NAME TO BUYER'S BANK VIA BANK TO BANK SWIFT AND A COPY VIA EMAIL TO BUYER AND REPRESENTATIVE.

5{4(b)}. UPON RECEIPT OF USD \$150,000 TRANSACTION GUARANTEE PERFORMANCE PAYMENT, SELLER LOADS PRODUCT WITHIN SEVEN (7) INTERNATIONAL WORKING DAYS AND SENDS FULL POP DOCUMENTS IN BUYER'S COMPANY NAME TO BUYER'S BANK VIA BANK TO BANK SWIFT AND A COPY VIA EMAIL TO BUYER AND REPRESENTATIVE. FULL POP DOCUMENT AS LISTED BELOW:

- A. CERTIFICATE OF INCORPORATION;
- B. ACT OF TRANSFER;
- C. COMMERCIAL INVOICE;
- D. COMPANY TAX PAYER'S CERTIFICATE;
- E. FRESH SGS REPORT;





# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

- F. TANK RECEIPT;
- G. Q88 AND QUALITY SPECIFICATION;
- H. BILL OF LADING.
- I. CERTIFICATE OF NON-WOODEN PACKAGE
- J. NOR-NOTICE OF READINESS, AND;
- K. ETA-ESTIMATED TIME OF ARRIVAL

6. BUYER NOTIFIES SELLER BY OFFICIAL WRITTEN LETTER OF HIS BANK RECEIVING SELLER'S FULL POP DOCUMENTS WHILE SELLER SENDS TO BUYER THE REGISTERED HARD COPY OF THE CONTRACT THROUGH COURIER SERVICE WITHIN TWO (2) WORKING DAYS UNDER SELLER'S EXPENSES.

7. SHIPMENT COMMENCES AS SCHEDULED IN THE CONTRACT AND UPON ARRIVAL OF THE CARGO AT THE DISCHARGE PORT, BUYER'S INSPECTION TEAM CARRIES OUT CIQ, SGS OR EQUIVALENT INSPECTION TO ASCERTAIN QUALITY AND QUANTITY.

8. PRODUCT IS DISCHARGED AFTER SUCCESSFUL INSPECTION INTO BUYER'S STORAGE FACILITY, THEN BUYER'S BANK RELEASES PAYMENT FOR TOTAL VALUE OF THE PRODUCT TO SELLER'S BANK WITHIN SEVENTY-TWO (72) HOURS BY TT MT 103. SELLER TRANSFERS TITLE OF THE PRODUCT TO BUYER.

9. SECOND AND SUCCEEDING SHIPMENTS CONTINUES.

## ADDENDUM A:

### SCHEDULE OF DELIVERIES

THIS DELIVERY – SHIPPING / LIFTING SCHEDULE IS TO BECOME AN INTEGRAL PART OF THIS CONTRACT BEFORE IT IS EFFECTIVE. PROVIDED HOWEVER, THE PARTIES MAY SIGN THE CONTRACT AND ESTABLISH SHIPPING SCHEDULE AS AN INTEGRAL PART OF THIS CONTRACT BY MUTUAL WRITTEN AGREEMENT. BUYER WILL HAVE THE OPTION TO CHANGE THE DESIGNATED DISCHARGE PORT, PROVIDED THAT WRITTEN NOTICE IS GIVEN TO THE SELLER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE SHIP'S ETA AT THE FORMER NOMINATED AND SCHEDULED SELLERS PORT. CIFCHINA.

| SHIPMENT NUMBER | FREQUENCY DAYS/MONTH | QUANTITY IN MTS/SHIPMENT | CIF/DISCHARGING PORT | AGGREGATE QTY. IN MTS |
|-----------------|----------------------|--------------------------|----------------------|-----------------------|
| FIRST TRIAL     | JULY 2020.           | 50,000MT                 | CIF CHINA.           | 50,000MT              |
| MSN 01          | AUGUST 2020.         | 200,000MT                | CIF CHINA.           | 200,000MT             |
| MSN 02          | SEPTEMBER 2020.      | 200,000MT                | CIF CHINA.           | 400,000MT             |
| MSN 03          | OCTOBER 2020.        | 200,000MT                | CIF CHINA.           | 600,000MT             |
| MSN 04          | NOVEMBER 2020.       | 200,000MT                | CIF CHINA.           | 800,000MT             |
| MSN 05          | DECEMBER 2020.       | 200,000MT                | CIF CHINA.           | 1,000,000MT           |
| MSN 06          | JANUARY 2021.        | 200,000MT                | CIF CHINA.           | 1,200,000MT           |



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

|        |                |           |            |             |
|--------|----------------|-----------|------------|-------------|
| MSN 07 | FEBRUARY 2021. | 200,000MT | CIF CHINA. | 1,400,000MT |
| MSN 08 | MARCH 2021.    | 200,000MT | CIF CHINA. | 1,600,000MT |
| MSN 09 | APRIL 2021.    | 200,000MT | CIF CHINA. | 1,800,000MT |
| MSN 10 | MAY 2021.      | 200,000MT | CIF CHINA. | 2,000,000MT |
| MSN 11 | JUNE 2021.     | 200,000MT | CIF CHINA. | 2,200,000MT |
| MSN 12 | JULY 2021.     | 200,000MT | CIF CHINA. | 2,400,000MT |

**TOTAL QUANTITY:** 2,400,000 METRIC TONS (TWO MILLION FOUR HUNDRED THOUSAND METRIC TONS).

**DELIVERY FROM DATE:** AS INDICATED IN THIS CONTRACT 2020.

## ADDENDUM B:

### BANKING INFORMATION

SELLERS FULL BANKING DETAILS WILL BE GIVEN WITH FINAL SALES AND PURCHASE CONTRACT. NO CONTACT WITH THE SELLERS BANK MAY BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SELLER (BANK TO BANK) IF CONTACT IS MADE WITHOUT THIS PERMISSION THE CONTRACT IS CONSIDERED NULL AND VOID. SELLER RESERVES THE RIGHT TO USE ONE OF ITS ALTERNATE ORPORATE PARTNERSHIP BANK ACCOUNTS. IN THE EVENT AN ALTERNATE OR PARTNERS ACCOUNT IS TO BE USED, SELLER WILL NOTIFY BUYER OF NEW BANK COORDINATES WITHIN 48 HOURS OF RECEIPT OF SIGNED AND SEALED CONTRACT. SELLER REQUIRES THAT BUYER NOTIFY SELLER PRIOR TO FORWARDING ANY FINANCIAL INSTRUMENT OR CORRESPONDENCE TO SELLERS BANK.

### SELLER NOMINATED BANK INFORMATION:

|                        |                                       |
|------------------------|---------------------------------------|
| <b>BANK NAME:</b>      | BMCE BANK INTERNATIONAL.              |
| <b>BANK ADDRESS:</b>   | 6 RUE CAMBACÈRES 75008 PARIS, FRANCE. |
| <b>ACCOUNT NAME:</b>   | AFRI AGRI SARL                        |
| <b>ACCOUNT NUMBER:</b> | FR76 1224 9000 0193 1054 4800 187     |
| <b>SWIFT CODE:</b>     | BMCEFRPP                              |
| <b>BANK TELEPHONE:</b> | +33 (0) 1 70 36 94 00                 |
| <b>FAX:</b>            | +33 (0) 1 70 36 94 37                 |

### BUYER'S DLC MT700 ISUING BANK INFORMATION:

|                      |  |
|----------------------|--|
| <b>BANK NAME:</b>    |  |
| <b>BANK ADDRESS:</b> |  |



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

|                 |  |
|-----------------|--|
| ACCOUNT NAME:   |  |
| ACCOUNT NUMBER: |  |
| SWIFT CODE:     |  |
| BANK TELEPHONE: |  |

## ADDENDUM C:

### SHIPPING CONTRACT CONFIRMATION

THIS IS TO CERTIFY THAT WE TAAS-YURYAKH NEFTEGAZODOBYCHA LLC DO HAVE IN PLACE A CONTRACT OF A FREIGHT AGREEMENT FOR THE CARRIAGE AND SAFE DELIVERY OF 50,000MT TRIAL SHIPMENT FOLLOW BY 200,000MT PER MONTH FOR 12 MONTHS WHICH IN TOTAL QUANTITY IS 2,450,000MT (TWO MILLION FOUR HUNDRED AND FIFTY THOUSAND METRIC TONS WITH OAO SOVCOMFLOT RUSSIAN FEDERATION TO ASSIST TAAS-YURYAKH NEFTEGAZODOBYCHA LLC TO DELIVER IN A TIMELY AND EFFICIENT MANNER OF 2,450,000 METRIC TONS OF RUSSIAN LIGHT CYCLE OIL (LCO) AS SPECIFIED IN THE SALE AND PURCHASE CONTRACT NO: TAAS-RU/GY/095137-LCO/20. BETWEEN TAAS-YURYAKHNEFTEGAZODOBYCHA LLC AND

IN WITNESS THEREOF, THE BUYER AND SELLER HAVE SIGNED BELOW TO ACCEPT AND APPROVED ALL TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

SELLER'S SIGNATURE & SEAL:

BUYER'S SIGNATURE & SEAL:



SYUTKIN NIKOLAI NIKOLAEVICH

GENERAL DIRECTOR

TAAS-YURYAKH NEFTEGAZODOBYCHA LLC.



# TAAS-Yuryakh Neftegazodobycha LLC

Address: 678144, Respublika SAKHA (YAKUTIYA), LENSK, ul. PERVOMAYSKAYA, d. 32A

OGRN 1021400967532. Phone +7 4113731590

INN 1433015633 Fax +7 4113747734

Email: info@neftegazodobycha.ru,

export@neftegazodobycha.ru

legal@neftegazodobycha.ru

## NOTARY ACKNOWLEDGMENT

Registered in the register of № n-A010123599

Recovered at the rate of 293,761 ruble

14 July, 2020.



Milevski V.G

