

**ROSNEFT – VANYEGANNEFT**

Lenina St., 17 P, the Tyumen Region  
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**РОСНЕФТЬ - ВАНЬЕГАННЕФТЬ**

ул. Ленина, 17П, Тюменский регион  
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**РОСНЕФТЬ**DATE: 08<sup>th</sup> APRIL 2019**EXPIRES: 12<sup>th</sup> APRIL 2019**

CONTRACT No. RVA/4420943/RUS/CPI

REF: D2 L-0.2-62 /EPPM82-331-210/219

RECIPIENT: Community Progress Investors (CPI)

**SALES AND PURCHASE AGREEMENT****RUSSIAN GASOIL D2 L-0.2-62 (GOST 305-82)**

Delivery Terms : CIF ZHOUSHAN TERMINAL  
 Origin : RUSSIAN FEDERATION  
 Product : RUSSIAN D2 L-0.2-62 (GOST 305-82)  
 Trial shipment : 30.000 Metric Ton First order  
 Total Quantity : 30.000MT RUSSIAN D2 L-0.2-62 (GOST 305-82)  
 Price Basis : US \$260 Gross MT  
 Commission : BUYER SIDE \$ / SELLER SIDE \$ (PAYABLE BY SELLER)  
 Date of Issue : 08<sup>th</sup> APRIL 2019  
**Expiration Date** : **12<sup>th</sup> APRIL 2019** (If not signed and returned by buyer, this Agreement will be automatically terminated)

This Agreement is made on this APRIL 08<sup>th</sup>, 2019 and entered into by and between the Seller and Buyer whose names and information details are set forth immediately below.

**SELLER COMPANY:**

<b>Company</b>	<b>ROSNEFT-VANYEGANNEFT</b>
Legal Address	Lenina St., 17P, the Tyumen Region, Khanty-Mansiysk Autonomous District-Yugra, Nizhnevartovsk, 628616, Russia.
Registration No	INN number 7706107510 / OGRN 1027700043502
Represented by	MR. IGOR ONESHKO
Position	Head of the Department / General Director
Telephone	(3466) 67-00-77 + 7 (495)-203-7852 Fax: (3466) 62-32-00

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E-mail	<a href="mailto:info@vanyeganneft.ru">info@vanyeganneft.ru</a> <a href="mailto:sales@vanyeganneft.ru">sales@vanyeganneft.ru</a>
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**BUYER COMPANY:**

<b>Company</b>	<b>Community Progress Investors (CPI)</b>
Legal Address	One Victor Square Scotts Valley, CA 95066
Registration No	
Represented by	Chris Monet / CPI, LLC
Position	DIRECTOR
Telephone	(415) 612-2805
E-mail	

**CLAUSE 1 – SUBJECT OF THE CONTRACT**

- 1.1 The Seller has sold, and the Buyer has bought **RUSSIAN D2 L-0.2-62 (GOST 305-82)** hereinafter referred to as the Goods, originating in the Russian Federation, quality whereof to conform to Appendix No. 1 to the present Contract, to be delivered on terms CIF **\$260 per MT** CIF ZHOUSHAN TERMINAL
- 1.2 Total quantity of the Goods sold and purchased under this Contract constitutes **±5%** metric tons (at the buyer's option).
- 1.3 Quantity of the Goods delivered on terms CIF (30.000 MT Monthly Shipments for a Period 12 Months. Total QTY: 1.200.000 Metric Ton – For Twelve months. With possible rolls and extensions) **± 5% metric tons as per Spot Shipment**
- 1.4 The Parties hereby acknowledge use of vessels of tonnage not less than **30,000 MT PER MONTH SHIPMENT ± 5%** for the 12 months shipment lifting
- 1.5 The following documents shall be considered an integral part of Contract:  
 Annex A – Quality Specification of the Goods;
- 1.6 The discharging ports are CIF ZHOUSHAN TERMINAL
- 1.7 The Parties agree that solely for the purpose of the contract total value calculation of delivery for the amount price of the Goods shall be determined as **\$260 /MT** US dollars CIF per metric ton.
- 1.8 The first Shipment Value Amount **\$ 7.800.000. 00 US Dollars)**

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## CLAUSE 2 – QUALITY

2.1 The quality of the Goods delivered under this Contract shall meet the specification indicated in Annex A to the present Contract.

2.2 The Parties agree that an independent surveyor, according to the terms stated herein, shall conduct quality and quantity inspection of the Goods onboard of the vessel at the loading port.

2.3 The Parties agree that inspection costs as shown in the surveyor's invoice in the port of loading shall be borne by the Seller and deducted from first month shipment value and inspection costs as shown in the surveyor's invoice in the port of discharge shall be borne by the Buyer.

## CLAUSE 3 – DELIVERY TERMS

3.1 Date of the Bill of Lading for the Goods loaded shall be considered as the date of delivery of the Goods.

## CLAUSE 4 – PRICE AND TERMS OF PAYMENT

4.1 Price of the Goods sold under this Contract is calculated in **260** US Dollars per Metric Ton on terms CIF ZHOUSHAN TERMINAL.

4.2 The price of the Goods with Sulphur content, 0.5 max % from Vladivostok port is based on CIF ZHOUSHAN TERMINAL as per Payment.

## – TERMS & TRANSACTION PROCEDURES:

### 4.3 Payment Documents:

The payment for the product is made on arrival at buyer's port by MT103 on verification and confirmation of the documents below.

1. Full set of Bill of Lading
2. Certificate of Origin, 1 copy;
3. Time sheet, 1 copy;
4. Certificate of Quality and quantity made by SGS at the buyer's port.
5. Invoice, 3 original 1 copy;
6. The third party documents other than the Invoice Parties are acceptable;
8. The seller put 110% insurance for each vessel. Insurance document, 3 copies;
9. Certificate of Quantity and quality issued by CIQ at discharge port.

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#### 4.4 CIF-TRANSACTION PROCEDURES

1. Buyer issues ICPO with letter of acceptance to seller upon receipt of soft corporate offer.
2. Seller issues Sales and Purchase Agreement open for amendment for buyer review.
3. Buyer review draft agreement and returns sign copy in word format to seller.
4. Seller review contract acknowledged and registered / legalize it through the ministry of energy. Note Seller bearing the cost of the registration and legalization # \$51,300 USD.
5. Upon acceptance seller issues to buyer fresh SGS report including listed Part of Proof of Product approved by the appropriate ministry, below partial POP must be send through courier service and Buyer bearing the cost of Notarization of PPOP # \$13,975 USD

A. STATEMENT OF AVAILABILITY OF PRODUCT

B. TANK RECEIPT OF THE PRODUCT STORAGE

C. CERTIFICATE OF ORIGIN

D. CHARTER PARTY AGREEMENT.

E. REGISTERED HARD COPIES CONTRACT ISSUED BY THE MINISTRY OF JUSTICE.

F. CERTIFICATE OF CONFORMITY

G. COMPANY CERTIFICATE OF TAX INCORPORATION

H. FRESH SGS REPORT BASED ON INTERNATIONAL ANALYTICAL REPORT

I. EXPORT LICENCE & ATS

6. Buyers bank open communication with seller bank and agree to issue Irrevocable non-transferable, non-assignable, non-divisible, Revolving Documentary letter of credit covering first shipment value. (Buyer's Bank Option).

7. Seller issues all Proof of Product including the SGS based on international analytical report/BILL OF LADING to buyers Bank in accordance to instrument presented by buyer's bank, Seller's Bank replied with 2%PB to activate the letter of credit issued by the Buyers Bank.

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8. Seller clears vessels from the commercial terminal (Russian Shore) Buyer confirm shipping documents with vessels captain while Seller effect delivery to buyer destination according to contract schedule and arrange payment to all intermediaries involved from both party representatives after confirmation of quality and quantity (Q&Q) or CIQ report.

CLAUSE 5 – DELIVERY AND ACCEPTANCE

5.1 Delivery and acceptance of quantity of the Goods shall be executed in accordance with the requirements of the present Contract through transfer of the Bill of Lading to the Buyer.

5.2 The quality of the Goods delivered under the present Contract shall be indicated in the Quality Certificate issued by an independent surveyor (SGS) at the port of loading.

5.3 Quantity and quality assessments of the Goods by the appointed Surveyor Company shall be carried out by the appointed surveyor in accordance with methods and procedures commonly used in the oil industry practice and accepted at the port of loading, and, however, at all times, shall strictly comply with the revised ASTM/IP International standards and procedures.

5.4 Latest revised edition of ASTM tables shall be used for conversion of observed volumes of the Goods to the volumes at the standard temperature and for conversion of volumes to weight.

5.5 Each tanker lot of the Goods shall be accompanied with the Full set of 3/3 clean on-board bill of lading marked: "Freight payable as per Charter Party". Each original to be hand signed by master or vessel's agent at the port of loading and Freight Charges must be shared 20/80 by both parties.

5.6 At the time of the vessel loading inspected samples shall be taken from the auto sampler or flow-meter. Sampling shall be performed according to the standard procedure accepted at the given port. Samples taken in such manner shall be thoroughly mixed, put into bottles and sealed.

5.7 One part of each of these samples filled into not less than two bottles and sealed by the Seller or their appointed representative, shall be placed on board of the tanker under the care of the Vessel Master for delivery to the Buyer or his nominated representative at the port of discharge. The other part of the same samples filled into not less than two bottles shall be sealed by the Vessel Master and delivered to the Seller.

5.8 The samples taken in both such manner shall be considered as the inspected samples after the loading.

CLAUSE 6 – DELIVERY ADVICE

Legal Name: Vanyeganneft Address: Lenina St., 17 P, the Tyumen Region, Khanty-Mansiysk Autonomous District-Yugra, Nizhnevartovsk, 628616, Russia. E-mail: info@vanyeganneft.ru sales@vanyeganneft.ru Tel: (3466) 67-00-77 + 7 (495) -203-7852 Fax: (3466) 62-32-00



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6.1 Seller should notify the buyer of the 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), her name, tonnage, flag, draught, on board quantities etc, and the service time over 15 years is unacceptable., also notify the buyer contact person of the shipping agent at the discharge port. This information must be provided to the buyer at five (5) days prior to the seller's vessel nomination, so as to assure compliance at the buyer's discharge port.

6.2 Vessels chartered by Seller shall in all respects meet discharging port rules and regulations in terms of seaworthiness, otherwise, or and any damages caused by non-compliance with such rules and regulations shall be imposed on the Seller.

6.3 Within 5 international bank working days after the seller loaded his vessel, shall send the shipping advice to buyer and the agent by fax. The documents include:

1. Code of contract and copy of commercial invoice;
2. Original copy of inspection report for quantity and quality issued by SGS at loading port;
3. Name of vessel, voyage, name of loading port and date of departure;
4. Original copy of B/L, number and issue date;
5. Estimated date of arrival;
6. Insurance Company and policy number.

## CLAUSE 7 – COMPENSATION FOR POLLUTION

7.1 The vessel carries a certificate of insurance as described in the civil liability convention for oil pollution damage;

7.2 The vessel has in place insurance cover for oil pollution no less in scope and amounts than available under the rules of P&I clubs entered into the international group of P&I clubs.

## 8. INSURANCE

8.1 Seller, at his own expense, shall procure a policy with a first class marine insurance institute to cover the 110% (one hundred and ten percent) of the value of the cargo. The insurance policy will cover all risks of loss or damages to said cargo, including war, hijacking, explosion, shortage etc. From the time the cargo has passed the ships manifold at the loading port. A copy of the said policy is to be submitted to buyer.

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8.2 Marine insurance will cover all risk, of loss or damage to said cargo, including war, hijacking, explosion and goods' not arriving at the buyer's designated port etc. until cargo commences to pass the ship's manifold flanges at the discharge port.

#### 9. CLAUSE LAYCAN-LAYTIME-DEMURRAGES

##### 9.1 Lay-can

Seller and buyer hereby agree on the lay cans at buyer designated discharge port(s).

##### 9.2 Lay time

9.2.1 Buyer warrants that seller's nominated vessel(s) will be allowed to discharge her cargo within two hundred and sixteen (216) free running hours SHINC' plus six (6) hours nor, but start to count of the Lay time will according with the GENCON C/P 1994

9.2.2 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.

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

##### 9.3 DEMURRAGE

9.3.1 Demurrage at the unload port(s), if any and according to above mentioned if caused by the buyer, will be paid by the buyer. Otherwise, it is paid by the seller. Demurrage will be counted in accordance with charter party.

9.3.2 If the vessel arrives at the discharge terminal ahead of the range of days, this 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. In the case of a vessel arriving later than the range of days accepted, the discharge terminal will use his best efforts to minimize the delay to discharge. However, in such cases, lay time will only start to count upon vessel being all fast in berth.

#### 10. CLAUSE CLAIMS

10.1 If the quality or quantity of the goods at the discharging port inspected by CIQ does not conform to the Contract Specification, claims for quality or quantity shall be submitted to the Seller within 2

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(two) month of the date of delivery. Any claim made after that the Seller shall not accept date, and the Buyer shall have no right to resort to Arbitration.

10.2 The Buyer shall submit the following documents for claims consideration:

Timesheet;

1 Copy of Notice of Readiness;

Bill of Lading photo copy plus one copy of original;

Certifications of quality and quantity issued from independence inspection organization;

Certificate of Origin;

Certificate of Unloading;

Act of flow-meter passing

10.3 In case 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 in price as agreed by the Parties. If the Buyer fails to inform the Seller within 60 (sixty) calendar days of the date of arrival of the Goods to the port of dispatch in written form or (by fax) supplying all necessary copies of inspection reports proving inferior quality of the tanker lot as compared with the Quality Specification of the Goods set forth in this Contract, such tanker lot of the Goods shall be declared by the Seller as conforming to the agreed quality and no further claim shall be accepted from the Buyer for consideration.

10.4 If the Seller receives a written claim with respect to quality, quantity of a tanker lot of the Goods within the stipulated period of 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 lot of the Goods or other compensation not limited in the discount.

10.5 In the event of failure to deliver of a tanker lot of the Goods in the time period agreed by the Parties the Seller shall be liable for penalty payments at the rate of 0.3% (zero point three percent) of such tanker lot value per each day of delay. Total amount of penalty payments cannot exceed \$5/MT (two percent) of the non-delivered Goods value at which time a breach of Contract is declared automatically.

10.6 Any penalties stipulated in the present Contract imposed on one of the Parties shall be paid to the damaged Party within 5 (five) international banking days of the date of acknowledged instance of according Contract breach.



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#### 11. CLAUSE FORCE – MAJEURE

11.1 As regards the terms of delivery of the Goods under this Contract, the regulations of the International Chamber of Commerce, Paris, France shall apply to Force-majeure circumstances.

11.2 Neither of the Parties shall be liable for complete or partial non-performance of obligations, if such non-performance resulted from Force-majeure circumstances such as fires, 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 the present Contract.

11.3 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 persisted.

11.4 In the case the Force-majeure circumstances persist for more than 30 (thirty) days, the Parties shall have the right to cancel this Contract partially or completely. In this case neither of the Parties shall have the right to claim any compensation from the other Party for possible losses.

11.5 A certificate issued by the Chamber of Trade and Commerce of the corresponding country shall serve as a sufficient proof of approach and duration of the Force-majeure circumstances.

#### 12. CLAUSE ARBITRATION

12.1 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), Paris, 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 Arbitration Court?

12.2 All disputes or controversies which may arise out of the present Contract shall be settled at the Arbitration Court in accordance with the rules and procedures of the stated Arbitration Court.

12.3 Decision of the stated Arbitration Court shall be final and binding upon both Parties.

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13. CLAUSE ORDER OF ASSIGNMENT

13.1 The property and risk on the product shall pass to the Buyer as the product passes Vessel's first (1st) permanent hose connection at loading port.

13.2 The Parties may assign their rights and responsibilities under the present Contract to third parties only upon written approval of the other Party.

14. CLAUSE SPECIAL CONDITIONS

14.1 The Parties hereby agree that all terms, which are not specifically confirmed and agreed upon in this Contract, have to be referred to the general rules of the ICC INCOTERMS Edition 2000 with latest amendments.

15. CLAUSE CONTRACTUAL VALIDITY PERIOD

15.1 The present Contract comes into force on the day of its signing by the Parties and shall remain valid until full settlement in respect to the contractual payment.

16. OTHER CONDITIONS

16.1 After the present Contract signing all previous negotiations and correspondence between the Parties shall become null and void.

16.2 Any written alterations and appendices to this Contract shall be valid only if they are signed by both Parties.

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

16.4 Except for the cases, expressly stipulated in the present Contract, neither of the Parties should bear responsibility for indirect losses, which have arisen as a result of performance (non-performance) of the obligations under the present Contract.

16.5 All taxes, customs and other duties connected with performance of this Contract levied before the point of receipt of the Goods (par. 1.1.) shall be paid by the Seller.

16.6 All taxes and duties levied after the point of receipt (par. 1.1) shall be paid by the Buyer.

16.7 The original of this Contract exists in English and Russian languages in six copies, three for the Buyer, and three for the Seller, all having equal legal power.

16.8 Coordination of terms of the present Contract made in writing and verified by signatures and seals of the Parties' representatives shall be acceptable.

16.9 Grammar mistakes and misprints, if such are present, shall not be considered as contradictions.

16.10 Any information contained herein constitutes a commercial secret, shall be kept confidential and shall not be disclosed by the Parties.

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 Tel: (3466) 67-00-77 + 7 (495) -203-7852  
 Fax: (3466) 62-32-00

**РОСНЕФТЬ - ВАНЬЕГАННЕФТЬ**

ул. Ленина, 17П, Тюменский регион  
 Ханты-Мансийск  
 Автономный округ Югра  
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**РОСНЕФТЬ****SELLER'S BANK INFORMATION**

Bank Name	<b>GLOBEX BANK</b>
Bank Branch	<u>MOSCOW , RUSSIA</u>
Bank Address	PROSPECT AKADEMIKA SAKHAROVA HOUSE 9
Account Name	ROSNEFT-VANYEGANNEFT LLC
Account Number	4082 0840 4003 9000 0001
SWIFT CODE	GLOBRUMM
OFFICIER NAME	MR. DIMIRY IVANOV
BANK TEL/FAX	+ 7 (495) 235 0000

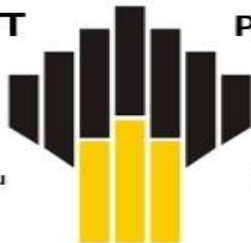
**BUYER'S BANK INFORMATION**

Bank Name	
Bank Branch	
Bank Address	
Account Name	
Account Number	
SWIFT CODE	
OFFICIER NAME	
BANK TEL/FAX	

**APPENDIX No. 1**

**ROSNEFT – VANYEGANNEFT**

Lenina St., 17 P, the Tyumen Region  
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 Autonomous District-Yugra  
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**РОСНЕФТЬ**

**SPECIFICATION**  
**D2 L-0.2-62 (GOST 305-82)**

COMPONENT	UNIT	MIN.	MAX.
DENSITY at 20°C	kg/m <sup>2</sup>		860
Color	LB	0.003	0.01
Flash Point, Pmcc	°C		62
Pour point	°C	(*)	-10,0
Cloud point	°C	(*)	-5,0
Mercaptan sulphur			0,01
Acidity, mg / 1000cm <sup>3</sup>			5
Iodine number	G/100g		6
Ash	%wt		0,01
Total sulphur	%wt	0.02	0,05
Copper corrosion 3 hrs at 50°C			1 A
CCR ON 10% Residues	%wt		0,2
Cetane index			45
Distillation range			
50% Recovered VoluRme E	°C		280
90% Recovered Volume	°C		360
Bacteria MBC	Fibre / it		500

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**РОСНЕФТЬ**

Bacteria CFU	Fibre / it		1000
Kinematic viscosity at 20°C	°Cst	3,0	6,0
Summer from March to October		(PP 5.0 degrees C)	
Summer from March to October		(CP 0.0 degrees C)	
Winter from November to February		(PP 10.0 degrees C)	
Winter from November to February		(CP 5.0 degrees C)	

<<ANNEX No. "B">>  
 Proposed Shipping / Lifting Schedule  
 Russian D2 L-0.2-62 (GOST 305-82)

Shipment number	Frequency month	Quantity	Port Discharge	Loading port
Psc001	APRIL 2019	30,000 MT	CIF IPL SINGAPORE	VLADIVOSTOK -PORT
Psc002		XXXXXXXX		
Psc003		XXXXXXXX		
Psc004		XXXXXXXX		
Psc005		XXXXXXXX		
Psc006		XXXXXXXX		
Psc007		XXXXXXXX		
Psc008		XXXXXXXX		
Psc009		XXXXXXXX		
Psc010		XXXXXXXX		
Psc011		XXXXXXXX		
Psc012		XXXXXXXX		
Total		XXXXXXXX		

The parties hereby agree to respect the mentioned "Sales and Purchase Agreement" accepted "RUSSIAN D2 L-0.2-62 (GOST 305-82) signed and sealed as below on date: 08<sup>th</sup> April 2019 under penalty of perjury to perform sales and purchases agreement Conditions.



**ROSNEFT – VANYEGANNEFT**

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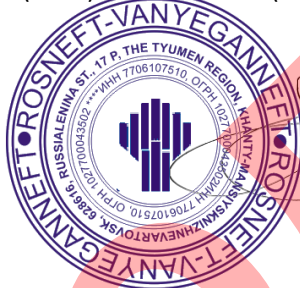
**РОСНЕФТЬ****AUTHORIZED SIGNATORIES OF CONFORMING PARTIES:****SELLER'S COMPANY****Legal Name: Vanyeganneft**

Acting Director General: Mr. Igor Oneshko

Address: Lenina St., 17 P, the Tyumen Region, Khanty-Mansiysk  
Autonomous District-Yugra, Nizhnevartovsk, 628616, Russia.

E-mail: [info@vanyeganneft.ru](mailto:info@vanyeganneft.ru) [sales@vanyeganneft.ru](mailto:sales@vanyeganneft.ru)

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**BUYER'S COMPANY****Community Progress Investors (CPI)**

One Victor Square Scotts Valley, CA 95066

(415) 612-2805

Chris Monet / CPI, LLC