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MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

Date of Issue: 19 - 07-2019

Contract No: 00652887BASNEF. DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV

Recipient:

Address:

**COMMITMENT ASSUARANCE LETTER TO SUPPLY.**

Following the transaction, we have with our client regarding contract No, 00652887BASNEF, for Russian, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV, as per trail shipment of 50,000M/T (Fifty Thousand Metric Tons) for trail shipment in the Month of July 2019, CIF, Port of Subic Bay in Philippines.

We "BASHNEFT-DOBYCHA(LLC)" legal and registered supplier with standard specification of petrochemical product in the Russian Federation, with full corporate and legal responsibility under the penalty and perjury hereby confirm and re-confirm our commitment to sale and supply of (Fifty Thousand Metric Tons) (50.000M/T) of Russian DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV. Russian Origin. With reference to the below stated contract and allocation references to

We hereby confirm that the request commodity, Russian (DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV) Russian Origin. With the quantity up to (Fifty Thousand Metric Tons) 50,000M/T is available and we are capable of supplying directly from our refinery reservoir without adulteration of the chemical components and that we shall release the consignment to [redacted] when all conditions are met the refinery managements of "BASHNEFT-DOBYCHA(LLC)" is bestowed with the responsibility of processing petroleum product of Russian Origin, Russian specifications and modification of buyer preferred specification line with international standard quality that goes a long way satisfying our clients worldwide.

Я, нотариус города Москвы [redacted] свидетельствую верность этой копии с подлинным документом. В последнем подписок, приписок, зачеркнутых слов и иных неоговоренностей, исправлений или каких-либо особенностей нет. Зарегистрировано за №892 Оплачено 2000 рублей (две тысячи рублей)

SIGNED BY



RUSTEM BAKIROV ILGIZOVICH  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA(LLC)



[Handwritten signature]



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MANAGEMENT COMPANY:

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**SALES AND PURCHASE AGREEMENT RUSSIAN DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV) (AGO)**  
**ISSUED FRIDAY JULY 19, 2019, VALIDITY TUESDAY JULY 23, 2019.**

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CONTRACT №: 00652887BASNEF.

TRANSACTION CODE: 00261115826BASNEF.

REF: 00231685BASNEF.

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

**SALES AND PURCHASE AGREEMENT****DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV).**

Delivery Terms : CIF - PORT OF SUBIC BAY IN PHILIPPINES  
 Origin : RUSSIAN FEDERATION  
 Product : DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV)  
 Trial shipment : **100.000 METRIC TON FIRST ORDER**  
 Contract : 100.000MT METRIC TON PER MONTH  
 Price Basis : US \$315 Gross MT/Net US\$305. Per MT  
 Commission : BUYER SIDE \$ / SELLER SIDE \$ (PAYABLE BY SELLER)  
 Date of Issue : July 19, 2019  
**Expiration Date** : **July 23, 2019** (If not signed and returned by buyer, this Agreement will be automatically terminated)

This Agreement is made on this JULY 19, 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>BASHNEFT-DOBYCHA (LLC)</b>
Legal Address	123242, Moscow, Novinsky Boulevard, 31.
Registration No	INN: 0277106840 / OGRN: 1090280032699
Represented by	Mr. Rustem Bakirov Ilgizovich
Position	General Director
Telephone	Tel: +7(495) 205-12-87/ +7(347) 262-26-07,
E-mail	post@Bashneft-Dobycha.ru

**BUYER COMPANY:**

Company Buyer	
Legal Address	
Registration No	
Represented by	
Position	
Tel/Fax	
E-mail	

**CLAUSE 1 – SUBJECT OF THE CONTRACT**

1.1 The Seller has sold, and the Buyer has bought 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- **Port of Subic Bay in Philippines**

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- (50.000 MT **Trail**, And Then 50,000MT Monthly Shipments for a Period of 12 Months **initial** with possible rolls and extensions. Total QTY: .600.000 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 **50,000 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: **Port of Subic Bay in Philippines**

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 **\$315/MT** US dollars CIF per metric ton.

1.8 The first Shipment Value Amount **\$15.750.000. 00 US Dollars)**

**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.



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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.

3.2 Delivery Term: CIF--Delivered Ex Ship (named port of destination), i.e. Delivery on board the port of destination (designated port of destination) means that the seller shall hand over the goods to the buyer for disposal but do not handle the import customs clearance procedures to complete the delivery. Among them, the continued delivery is completed. The seller must bear all risks and expenses before the shipment of the goods to the designated port of discharge.

### **CLAUSE 4 – PRICE AND TERMS OF PAYMENT**

4.1 Price of the Goods sold under this Contract is calculated in \$315 US Dollars per Metric Ton on terms **CIF- Port of Subic Bay in Philippines**

4.2 The price of the Goods with Sulphur content, 0.5 max % from **VLADIVOSTOK** is based on CIF **PHILIPPINES** as per Payment.

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 originals 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.

### **CLAUSE 5 CIF– TERMS & TRANSACTION PROCEDURES:**

5. 1. Buyer issues ICPO with letter of acceptance to seller upon receipt of soft corporate offer.

5.2. Seller issues Sales Purchase Agreement, (SPA) and open for amendment for buyer review



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including the first set (PPOP) documents.

COPY OF REFINERY REGISTRATION CERTIFICATE  
COPY OF STATEMENT OF AVAILABILITY OF THE PRODUCT  
COPY OF THE REFINERY COMMITMENT TO SUPPLY THE PRODUCT

5.3. Buyer reviews draft agreement and returns to seller sign in word format and PDF format.

5.4. Seller acknowledged and submits the draft contract to the ministry of energy for legalization on seller expenses.

5.5. Seller within 72 hours' issues buyer the legalized contract alongside the Partial proof of product (PPOP) approved by the appropriate ministry via Email as regular buyer upon notarization on seller expenses. **Note our Records show that are not on the list of our regular buyers so therefore the buyer bears the cost of the PPOP documents NOTARIZATION \$15,100 USD only.**

- Fresh SGS Report Based On International Analytical Report.
- Legalized Commercial Invoice(Notarized)
- Product Passport(Notarized)
- Copy of The Tank Receipt of the Product(Notarized)
- Copy of Certificate of Origin(Notarized)
- ATSC/Authorization to Sell and Collect(Notarized)
- Charter Party Agreement for Both Parties to Endorse (Note: Seller Pays the Full Vessel Cost)
- Legalized Contract from The Ministry.

5.6. Upon the confirmation of the listed partial PPOP, Buyer bank issues Non-operative letter of credit (DLC/MT700) covering the first shipment value. (Buyer's bank option).

5.7. Seller issues all shipping documents & BILL OF LADING to buyers 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 buyer bank.

5.8. Buyer confirm shipping documents with vessels captain while Seller effect delivery to buyer destination according to contract, The SGS inspection will be borne by the Seller at the loading seaport and Buyer at the Unloading seaport then Shipment commences as per contract.

5.9. Buyer's bank upon arrival of the cargo at the discharge port, payment will be made for the Product by the buyer via MT103 100% after (Q& Q) or CIQ report Inspection at Discharge port



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5.10. Seller will release payments to the intermediaries involved within 48 hours of receiving the Payment for the product from the Buyer's bank.

#### **CLAUSE 6 –DELIVERY AND ACCEPTANCE**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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

6.6 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.

6.7 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.

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



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## CLAUSE 7 – DELIVERY ADVICE

7.1 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.

7.2 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.

7.3 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:

- 7.1. Code of contract and copy of commercial invoice;
- 7.2. Original copy of inspection report for quantity and quality issued by SGS at loading port;
- 7.3. Name of vessel, voyage, name of loading port and date of departure;
- 7.4. Original copy of B/L, number and issue date;
- 7.5. Estimated date of arrival;
- 7.6. Insurance Company and policy number.

## CLAUSE 8 – COMPENSATION FOR POLLUTION

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

8.2 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.

## 9. INSURANCE

9.1 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



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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.

9.2 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.

## **10. CLAUSE LAYCAN-LAYTIME-DEMURRAGES**

### 10.1 Lay-can

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

### 10.2 Lay time

10.2.1 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

10.2.2 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.

10.2.3 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.

### 10.3 DEMURRAGE

10.3.1 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.

10.3.2 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.





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## 11. CLAUSE CLAIMS

11.1 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 (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.

11.2 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

11.3 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.

11.4 If the Seller receives a written claim with respect to quality, quantity of a tanker lot of the Goods within the



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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.

11.5 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.

11.6 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.

## **12. CLAUSE FORCE – MAJEURE**

12.1 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.

12.2 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.

12.3 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.

12.4 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.



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12.5 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.

### **13. CLAUSE ARBITRATION**

13.1 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?

13.2 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.

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

### **14. CLAUSE ORDER OF ASSIGNMENT**

14.1 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.

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

### **15. CLAUSE SPECIAL CONDITIONS**

15.1 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.

### **16. CLAUSE CONTRACTUAL VALIDITY PERIOD**

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

### **17. OTHER CONDITIONS**



## АДРЕС:

450077, республика Башкортостан, город Уфа  
улица Карла Маркса, дом 30 корпус 1  
Тел: 8(347) 262-26-07, 8 (347) 262-21-60  
8 (347) 260-58-85, 8 (347) 262-44-40  
8 (917) 757-01-62

## MANAGEMENT COMPANY:

1123242, Moscow, Novinsky Boulevard, 31  
Tel: +7(495) 205-1287

Emails: post@Bashneft-Dobycha.ru

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

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

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

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

17.4 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.

17.5 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.

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

17.7 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.

17.8 Coordination of terms of the present Contract made in writing and verified by signatures and seals of

Bank Name	ABN AMRO BANK NV
Bank Branch	AMSTERDAM
Bank Address	Postbus 283, 1000 EA AMSTERDAM-NEDERLAND
Account Name	BASHNEFT-DOBYCHA (LLC)
Account Number	NL92ABNA08239800452
SWIFT CODE	ABNANL2A

the Parties' representatives shall be acceptable.

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

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

**SELLER'S BANK INFORMATION**

**BUYER'S BANK INFORMATION**

Bank Name	
Bank Branch	
Bank Address	
Account Name	
Account Number	
Swift Code	
BANK OFFICER	
Bank TEL/FAX	
Officer Email	



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**ANNEX A**  
**SPECIFICATION OF THE PRODUCT DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV**

COMPONENT/PROPERTY	EURO IV-PH	TEST METHODS
Cetane Number, mln PNS ASTM D 613	50	PNS ASTM D 613 or 6890 or 7170
Carbon Residue on 10% Distillation Residue, % Mass	0.15	PNS ASTM D 189 or 7170
Color, ASTM	2.5 max.	PNS ASTM D 1500
Copper Strip Corrosion, 3h at 50°C, Max.	No. 1	PNS ASTM D 130 or PNS ISO 2160
Density at 15 °C, KG/L	0.820-0.860	PNS ASTM D 1298
Distillation, 90 °C Recovered, °C, Max.	370	PNS ASTM D 86
Flash Point, Pensky-Martens, °C mln.	55	PNS ASTM D 93
Kinematic Viscosity, mm <sup>2</sup> /s at 40 °C	2.0-4.5	PNS ASTM D 445
Lubricity, (HRFF), Wear Scar, dia. @ 60 °C, micron, max.	460	PNS ASTM D 6079
Sulfur, % Mass, max.	0.005	PNS ASTM D 4294 or D 2622 or PNS ASTM D5453
Water, % Volume, max.	0.05	PNS ASTM D 6304 or PNS ISO 12937 or PNS ASTM E 203
Water & Sediment, % Volume, max.	0.10	PNS ASTM D 2709

**ANNEX B**  
**DELIVERY SCHEDULE OF "DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV**

Monthly	Year	Qty monthly	Loading Port/ Discharge Port
July	2019	50,000MT DIESEL AUTOMOTIVE GAS OIL (AGO)	VLADIVOSTOK PORT)-CIF VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
August	2019	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
September	2019	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
October	2019	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
November	2019	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
December	2019	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
January	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES



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MANAGEMENT COMPANY:

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February	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
March	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
April	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
May	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
JUNE	2020	50,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES
<b>TOTAL:</b>	<b>12 Deliveries</b>	<b>600,000MT, DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV)</b>	VLADIVOSTOK)-CIF PORT OF SUBIC BAY IN PHILIPPINES

The parties hereby agree to respect the mentioned "Sales and Purchase Agreement" accepted "Russian DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV) signed and sealed as below on date: 19 July 2019 under penalty of perjury to perform sales and purchases agreement Conditions.

SIGNED BY



*Rustem Bakirov*  
RUSTEM BAKIROV ILGIZOVICH  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA

BUYER SIGNATURE



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улица Карла Маркса, дом 30 корпус 1  
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Emails: [post@Bashneft-Dobycha.ru](mailto:post@Bashneft-Dobycha.ru)

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Date of Issue: 19 - 07-2019  
Contract No: 00652887BASNEF. **DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV**  
Recipient:  
Address:

### STATEMENT OF AVAILABILITY OF PRODUCT

We the undersign BASHNEFT-DOBYCHA(LLC)” in conformity with Russia Ministry of Energy subsection 4 herein declare the availability of (DIESEL AUTOMOTIVE GAS OIL (AGO) EURO IV. Russian Origin. With standard specification quality and quantity as state in the contract NO: 00652887BASNEF.

The above specified product availability duly produced from the refinery reservoir and inspected by the department of the charge of refineries production monitoring committee.

The specified product allocation is to comprehend the supply to   
As refinery obligation is to execute the contract.

**SIGNED BY**



**RUSTEM BAKIROV ILGIZOVICH**  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA(LLC)

# BASHNEFT-DOBYCHA



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ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ «БАШНЕФТЬ-ДОБЫЧА» ИНН: 0277106840 КПП: 027501001 ОГРН: 1090280032699

INTERNATIONAL CHAMBER OF COMMERCE  
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FEDERAL BUREAU OF INVESTIGATION J. Edgar Hoover Building W. Washington,  
D.C. 20535-0001  
935 Pennsylvania Avenue  
Investigations@fbi.gov <http://www.fbi.gov/majcases/fraud/fraudschemes.htm>

Engr.

This warning letter is an attempt to impress upon both parties the seriousness of misrepresentation of facts as presented in any documents relevant to the transaction you are working on together. "Fraud is generally defined in the law as an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading." - <http://definitions.uslegal.com/f/fraud/>

To the seller - It is fraud to present an offer to sell a product that you do not have or provide a service you are not qualified to provide, to incorrectly specify the properties of the product, or to omit information that would influence the decision of the buyer whether or not to buy the product. To the buyer - It is fraud to present yourself as a legitimate buyer when you do not have the resources or intent to complete. To both the buyer and seller - It is fraud to present information or promise to any broker in a transaction with the intent of circumventing the broker or brokers at any time during or after the contract has successfully been concluded. It is equally an act of fraud to cancel or terminate negotiations with the intent of restarting them without the brokers' participation.

If any party is found to have committed fraud by any other party in the transaction, civil and criminal remedies are possible. After attempting to address the actions through negotiation and direct contact a criminal complaint may be filed with appropriate law enforcement agencies in any and all jurisdictions of parties involved. Complaints may also be filed with the diplomatic missions of the parties involved in all countries with parties involved. The injured party or parties may expose the fraud publicly by various means. Finally, the injured party or parties may seek legal recourse in any civil court of competent jurisdiction.

By signing this letter, you indicate that you understand the consequences of committing fraud, and affirm to deal fairly and honestly with full disclosure of facts that would influence the other party's decisions with regards to your products and service.

**SIGNED BY**

*Rustem Bakirov Ilgizovich*  
RUSTEM BAKIROV ILGIZOVICH  
GENERAL DIRECTOR  
BASHNEFT-DOBYCHA(LLC)