

TO END BUYER:

SOFT CORPORATE OFFER

We are pleased to issue this Soft-Offer with full corporate responsibility. On behalf of the Seller. We confirm and certify that we have the intension and the capacity to supply the commodity listed below, according to the terms and conditions given under

PRODUCT: DIESEL GOST OIL -L-02-62-GOST 305-82
QUANTITY: MINIMUM 300.000. MT - MAXIMUM 10.000.000. MT
ORIGIN: RUSSIAN FEDERATION
PERIOD: 12 Months with Rollover & Extensions
TERMS: CIF - ASWP
SCHEDULE DELIVERY: 10 to 15 %. Lift able at closing or within 15 days after.
PAYMENT: Conditional SBLC, MT/760, BG, MT 103. Payable against title Transfer. PB: 2 %.
INSPECTION: SGS
PRICE: U\$D. 675. MT GROSS / U\$D.655. MT NET
TOTAL COMMISIONS: U\$D.20.00.
✓ **Seller Corporate U\$D. 10,00..CLOSED**
✓ **Seller Side: U\$D. 5, 00. CLOSED**
✓ **Buyer Side: U\$D. 5, 00. OPEN**

The Buyer is aware of that S.C.O, has been issued, taking into account that the Bank, that supported the transaction must be one of the Top 25 prime bank of the world, otherwise the purchase order will not be accepted.

PAYMENT:

Payment: Can be Non Transferable Documentary Letter of Credit or SBLC MT/760, BG or a Bank Guarantee, against a SWIFT MT/103.

Inspection: SGS, CCIC, CIQ or Similar at the expense of the seller.

Performance Bond: A 2% Bond will be issued by seller (for R/E)

Proof of Product: A proof of product will be issued by seller to end buyer.

Trial Shipments: Trial Shipments are obligatory for new clients

A) RAPID PROCEDURES:

1. BUYER confirms SOFT CORPORATE OFFER and issues an ICPO with Banking Details. ICPO is addressed to LEGAL SELLER
2. SELLER sends draft contract to buyer.
3. BUYER sends from Top 50 World Bank MT/799 (non-blocked) or MT/199. POF (Proof of Funds) for one month tranche value via SWIFT to SELLER's Bank – Bank to Bank. BUYER emails a copy to LEGAL SELLER of the POF sent as proof of issue.
4. BUYER executes end contract and returns to SELLER via email to LEGAL SELLER
5. Within 24 hours of receiving the email copy of the POF and BUYER executed contract, SELLER counter signs and seals the original contract for all parties.
6. SELLER sends PARTIAL POP via SWIFT to BUYER's Bank and a copy emailed to the BUYER within 48 hours. PARTIAL POP documents include the following:
 - a. Tank /Allocation Numbers
 - b. Certificate of origin & inspection report from refinery by SGS
 - c. Dip Test Authorization
 - d. Commercial Invoice for the full value of the monthly amount
7. Within 48 hours of receiving the email copy of the Partial POP, BUYER's bank issues payment via MT103 for the full value of the Commercial Invoice.
8. Within 48 hours of receiving the payment, SELLER issues FULL POP and Certificate of Title in favor of BUYER.
 - a. SELLER authorizes shipping company of BUYER to get product upon receipt of charter-party agreements and all arrangement should then proceed simultaneously. Representative notary (SGS) will also be authorized to inspect and test the product after shipping company declares the vessel name and all related information to both BUYER and SELLER, and with the acknowledgement of BUYER.
9. Delivery commences as per schedule

OTHER TERMS:

- BUYER is responsible for other costs associated with the transport of the product beyond the conditions specified herein under SHIPPING TERMS
- BUYER is responsible for other costs associated with the temporary or permanent storage of the product
- SELLER can refer the Buyer to an appropriate corporation for transport of the product and/or storage. Upon request from the Buyer, SELLER can also negotiate with these corporations the terms and conditions. Payments of such services shall be made directly by the Buyer.

B) STANDARD PROCEDURES:

1. Buyer submits his Irrevocable Corporate Purchase Order (ICPO), with soft probe authorization + copy passport from buyer + company profile + NCND-along with accepted signed of the (SCO)
2. Both companies verifies authenticity of each other's corporate license, banking detail, taxation Code / passport as identification with soft probe authorization within 3 banking days.
3. Seller sends draft Contract and commercial invoice to be evaluated and signed by buyer. (The electronic version will be notarized and confirmed binding, legal and operational)
4. Seller's bank, issues a notarized attestation via SWIFT MT/ 799, confirming availability of product to be exported to buyer and the bank is taking fiscal responsibility of supplying order.
5. Both party paymasters and their bank open direct window of communication/...possibly TTM in Moscow.
6. Buyer's bank opens SBLC or MT/760 / MT/103 (as may be agreed) immediately after title document is verified.
7. Seller's bank swift 2% PG, transfer title of Ownership and transaction passport to .buyer's bank.
8. Seller send bill of lading to buyer's Bank.
9. Full delivery commence as schedule in terms with contract condition

NOTE: For the purchase of large quantities of Petroleum, BUYER MUST SHOW, storage and transshipment capacity, so the refinery can grant PURCHASE ORDER

Payment: Payment can be Non Transferable Documentary Letter of Credit or SBLC/MT760/BG or a Bank Guarantee against a SWIFT MT 103.

Inspection: SGS, CCIC, CIQ or Similar at the expense of the seller

Performance Bond: A 2% Bond will be issued by seller (for R/E)

Proof of Product: A proof of product will be issued by seller to end buyer.

Trial Shipments: Trial Shipments are obligatory for new clients.

NOTE: FOR THE PURCHASE OF LARGE QUANTITIES OF FUELS THE BUYER MUST SHOW HIS STORAGE & TRANSSHIPMENT CAPABILITY, IN ORDER THAT REFINERY CAN GRANT THE PURCHASE ORDER.

BUYER'S COMMITMENT

1. ABOVE PROCEDURE MUST BE INSERTED IN THE CORRESPONDING ICPO,

APPROVAL:

BUYER OR LEGAL BUYER'S
REPRESENTATIVE:
SIGNATURE

I CERTIFY UNDER THE PENALTY OF PURGERY, THAT I AM THE LEGAL DOCUMENTED SIGNATORY BUYER AND HAVE ACCEPTED THE TERMS AND PROCEDURES FOR THIS TRANSACTION AS LISTED ABOVE.

We appreciate that Buyer return a copy of this SCO dully signed as prove of acceptance of working procedure and price. Along with the proper ICPO.

SPECIFICATIONS OF GASOIL D2 GOST 305-82

COMPONENT UNIT MIN. MAX.

Density@ 20 deg C Kg/m³ 0.870
Color 1.0 2.0
Flash point, PMCC deg C (°C) 57.0 66.0
Kinematics' viscosity @20 deg C C ST 3.0 6.0
Pour point deg C (°C) (*) -10.0
Cloud point deg C (°C) (*) -5.0
Mercaptan sulphur % 0.004
Acidity, mg / 1000 cm³ Mg / 100 cm³ 5
Iodine number g / 100g 6
Ash %wt 0.01
Total sulphur %wt 0.005 0.02
Copper corrosion 3 hrs@50 deg C (typical) 1 A
CCR on 10% Residues %wt 0.20
Cetane index 45
Distillation range:
- 50% Recovered Volume deg C (°C) 280
- 90% Recovered Volume deg C (°C) 360
Bacteria MBC Fibre / it 500
Bacteria CFU Fibre / it 1000
(*) 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)

Management