

LLC "LUKOIL-URALNEFTEPRODUKT" - PERM REGION INN 7453011758 KPP 027401001 OGRN 1027402893418 ОКПО 03468287

SELLER'S CODE: LUK/URN-0118530RU/2020
CONTRACT №: LUK/URN3704-FOB/RU20
BUYER'S CODE:

SALES-PURCHASE CONTRACT FOR AVIATION KEROSENE - JPA1
5,000,000 BBLs (2,000,000 BBLs + 3,000,000 BBLs)(+/-5%)
TWO TIMES SPOT SHIPMENT
WITH 12 MONTHS POSSIBLE ROLLS & EXTENSIONS UP TO 36 MONTHS
FOB ROTTERDAM PORT

This Agreement made on this day, 29th MAY, 2020.

Between: -

HEREINAFTER REFERRED TO AS THE SELLER: -

COMPANY NAME: ООО «ЛУКОЙЛ-УРАЛНЕФТЕПРОДУКТ»
ADDRESS: ДОМ 16, УЛ. ТSVURUPY, UFA 450057, RUSSIA.
TELEPHONE NUMBER: +7 342 264 0147
E-MAIL: sales@uralnefteprodukt.ru, lukoil-uralnefteprodukt@mail.ru
REPRESENTED BY: MR. ABUZYAROV AIDAR SIFYANOVICH.
TITLE: GENERAL DIRECTOR
DATE: 29th MAY 2020

AND

HEREINAFTER REFERRED TO AS THE BUYER:-

COMPANY NAME:
ADDRESS:
TELEPHONE NUMBER:
E - MAIL ADDRESS:
REPRESENTED BY:
TITLE:
DATE:
DELIVERY TERMS: FOB ROTTERDAM PORT
ORIGIN: RUSSIAN FEDERATION
PRODUCT: AVIATION KEROSENE - JPA1
TOTAL QUANTITY: 5,000,000 BBLs (2,000,000 BBLs + 3,000,000 BBLs)(+/-5%)
TWO TIMES SPOT SHIPMENT WITH 12 MONTHS POSSIBLE ROLLS & EXTENSIONS UP TO 36 MONTHS

Seller: Abuzarov Aidar Sufyanovich Page 1 of 9 Buyer:

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PRICE BASIS: US\$22.00 GROSS / US\$18.00 NET PER BBL.
DATE OF ISSUE: 29th MAY 2020
APPROVED DATE: 16th JUNE 2020

(Hereinafter shall be referred to collectively as "Parties" or singularly as "Party")
The party has concluded the present contract as follows;

Whereas, the parties mutually accept to refer to the General Terms and Definitions, as set out by the INCOTERMS Edition 2010 with latest amendments, having the following terminology fully understood and accepted:

DEFINITIONS
Metric Ton: A measure of weight equivalent to one thousand kilogram mass (1,000 kg).
Commodity: "RUSSIAN AVIATION KEROSENE - JPA1" elsewhere in this agreement also referred to as "Product" or "JET FUEL JPA1", or as "Goods" with the specifications for which appear in "Appendix A" attached and by this reference confirmed an integral part of this Agreement.

Day: Means a Calendar day, unless differently specified
Month: Means a Gregorian calendar month
Calendar Quarter: Period equal to three (3) months and commencing on 1st January, 1st April, 1st July and 1st 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 base on which amount will be computed for the payment of the product effectively delivered to the Buyer.
Discharge Port: The safe port / berth designated by the Buyer as final receiving destination.
Banking Day: Any day on which the bank opens for business in jurisdiction where the Parties are located.
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 under INCOTERMS 2010.

Execution Date: The date on which the Seller and Buyer receive their respective faxed copies of this agreement, or as may be indicated otherwise in the agreement.
Proof of Product: Documentation to be provided by the Seller to the Buyer through corporate e-mail evidencing the existence of and Seller's right to sell the Product.

International Independent Surveyor and Laboratory: SGS - Societe Generale de Surveillance or Saybolt as determined by the parties

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Whereas, the parties mutually desire to execute the agreement which shall be binding upon, and to the benefit of, the parties, successors and assigns, in accordance with the jurisdictional law of the negotiated and fully executed contract with terms and provisions hereunder agreed upon.

1. SUBJECT OF THE CONTRACT
1.1. The Seller has sold, and the Buyer has bought on the FOB ROTTERDAM Port, Aviation Fuel - JET FUEL JPA1, further called the "Goods", in quantity of 5,000,000 BBLs (2,000,000 BBLs + 3,000,000 BBLs) TWO TIMES SPOT SHIPMENT WITH 12 MONTHS 5,000,000 BBLs PER MONTH DURING THE REMAINING 12 MONTHS POSSIBLE ROLLS & EXTENSIONS UP TO 36 MONTHS

2. QUALITY AND QUANTITY
2.1. The quality of the Goods sold under this Contract shall meet the specification indicated in the Appendix A.
2.2. The Quality of each lot of Goods shall be determined in accordance with the internationally accepted Standards.

3. PERIOD
3.1. The duration of this contract is for a period of Thirteen (13) consecutive calendar months, including the Trial Shipment with rollovers and extensions up to Thirty six (36) consecutive calendar months.

4. TIME OF DELIVERY
4.1. The duration of this contract is for a period of Thirteen (13) consecutive calendar months, including the Trial Shipment with rollovers and extensions

5. DELIVERY AND ACCEPTANCE
5.1. The quantity indicated in the Q&Q Inspection Report by an Independent Inspector "SGS" or "Saybolt" or "Intertek" or the Injection Report to be considered as a lot of the Goods.

6. PRICE
6.1. The Price of the Goods is US\$22.00 Gross / US\$18.00 Net per BBL on the FOB Basis to the Buyer's designated Discharge Port(s) - Rotterdam Port, The Netherlands.

7. POLLUTION COMPENSATION
7.1. It is in the interest of both the Seller and Buyer to ensure that the Storage Tank is well protected against voluntary discharge to avoid pollution of the facility. Accordingly, the Seller warrants that all Storage Tanks nominated to store the product shall be of good standard and cleanliness.

8. TERMS OF FOB DELIVERY
Payment is done by MT103 after successful DIP/TEST.

9. CLAIMS
9.1. If the quality of the Goods according to arbitration samples does not correspond to the Contract Specification(s), the price for Goods shall be calculated due within five (5) days from the date of the delivery.

10. TAXES, DUTIES AND CHARGES
10.2. All taxes and all duties levied on the Buyer will be paid by the Buyer.
10.3. All taxes and all duties levied on the Seller will be paid by the Seller.

11. FORCE MAJEURE
11.1. Neither Party shall be liable for the complete or partial non-performance of any of its obligations if the non-performance results from such Force Majeure circumstances as acts of God, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of the oil, delays of carriers embargoes, accidents, restrictions imposed by any governmental authority (including allocations, quotas, priorities, requisitions and price controls) and other which are out of the control of the contractual Parties and have arisen after the conclusion of the Contract.

12. ARBITRATION AND LEGISLATION
12.1. All disputes or disagreements which may arise out of this Contract, or in connection with it, shall be settled by mediation and if mediation is not successful then by Arbitration Court in accordance with the rules of the International Chamber of Commerce (ICC). The decision of this court shall be final and obligatory for both Parties.

13. ASSIGNMENT
13.1. Neither party is entitled to transfer their rights and/or obligations under this Contract to a third party without the other party's previous written consent (including debt or fax).

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14. OTHER CONDITIONS
14.1. If Buyers fail to take full or partial delivery of their monthly contractual allocation with regard to the previously agreed shipping schedule, Seller will have the right to deduct, at their discretion, the quantity not taken from the total contracted quantity.

15 - SELLER AND BUYER BANKING DETAILS:
15.1 THE SELLER'S BANK:
BANK NAME AO "ALFA BANK"
BANK ADDRESS ДОМ 160, VARSHAVSKOYE SHOSSE, MOSCOW 117405, RUSSIA.
ACCOUNT NAME "LUKOIL-URALNEFTEPRODUKT" OOO
ACCOUNT NUMBER 4070 2840 5022 7000 0086
SWIFT CODE ALFARUMM

15.2 THE BUYER'S BANK:
BANK NAME
BANK ADDRESS
ACCOUNT NAME
ACCOUNT NUMBER (IBAN)
SWIFT

Seller: Abuzarov Aidar Sufyanovich Page 6 of 9 Buyer: Khalil Ahmad

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16. VALIDITY
16.1. This Contract is being executed first by the Seller on this day, 29th May 2020 and shall be sent by E-mail to the Buyer. The validity of the Seller's execution of the Contract is predicated on the buyer duly execute and return to the Seller within a maximum of 10 banking days from this date.

17. CONCLUSION
This sales and purchase agreement is compiled in four (4) Appendices, with each party retaining two (2) originals. Until the exchange of originals, the parties agree the signed stamped copies of the agreement will be in full force and effect. Parties hereby confirm and accepted that the contract sent by facsimile or by any similar programs EDI (Electronic Documents Transmissions) shall be legal and binding.

SIGNATURES (SELLER): SIGNATURES (BUYER):
Mr. Abuzarov Aidar Sufyanovich
General Director
Date: 16 June, 2020

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APPENDIX B:
PROPOSED SHIPPING / LIFTING SCHEDULE
"AVIATION KEROSENE - JET FUEL JPA1", 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 a 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 discharge port. BUYER to provide destination by month.

Table with 5 columns: SHIPMENT NUMBER, FREQUENCY MONTH, QUANTITY SHIPMENT, LOADING TERMINAL, DISCHARGING PORT. Rows include PSC001 to PSC013 and a Total row.

Total Quantity: 65,000,000 BBLs for Thirteen (13) Calendar months +/- 5%. Delivery from date June, 2020 - June, 2021

END OF CONTRACT

Seller: Abuzarov Aidar Sufyanovich Page 9 of 9 Buyer:

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APPENDIX A:
GUARANTEED PRODUCT SPECIFICATION
RUSSIAN ORIGIN JET FUEL JPA1

Table with 4 columns: TEST, UNIT, METHOD, RESULT. Lists various tests for Jet Fuel JPA1 such as Density at 15.8°C, Viscosity at 40°C, etc.

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