

To: Who It May Concern

Attn: Principal Buyer / Mandate

Buyer's official ICPO should be issued & addressed as follows;

To: Supplier / Refinery, Russia-Federation

Attn: Export Director

Via: LLC "Super Oil Trading LLC"

(Sales Representative)

We "LIMITED LIABILITY COMPANY "SUPEROIL" Hereby Issue This Soft Corporate Offer With Given Terms And Conditions And Confirm Our Readiness And Willingness To Issue A Sales Purchase Agreement Upon Acceptance Of Our Term And Conditions Stipulated Herein For The Below.

TERMS AND CONDITIONS

ORIGIN: Russia

INCOTERMS: CIF

LOADING PORT: Novorossiysk / Primorsk

DELIVERY PORT: Any Safe World Port

PAYMENT TERMS: T/T Wire Transfer, BG OR SBLC, MT103

INSPECTION: SGS, CIQ OR SIMILAR

COMMISSION: seller side 50% / Buyer side 50%

SPECIFICATION: Annexed Within Contract (TBA)



TRANSACTION PROCEDURES CIF (BANK GUARANTEE BASIS)

1. Buyer Company issues Irrevocable Corporate Purchase Order (ICPO) on its official company letterhead with letter of acknowledgement, scanned copies of the buyer's company registration and international passport number of buyer to the seller.
2. Seller Company issue Draft Contract / Sales & Purchase Agreement (SPA Open for amendments if any) both parties sign and seal the present contract and exchange the copies electronically.
3. Seller Company registers and legalizes contract officially.
4. Seller releases to the Buyer the Partial POP Documents below.
 - a) Copy of Tax Registration Certificate (Certificate of Incorporation).
 - b) Certificate of origin.
 - c) Product Passport.
 - d) Refinery commitment to supply.
 - e) Statement of availability of product.
 - f) Proforma Invoice.
5. On confirmation of the receipt of the partial POP, buyer must within five (5) banking days issue the Bank Guarantee in the form of (SBLC/MT760). Failure to issue the said bank guarantee within the stipulated days. Buyer issues a Performance security financial deposit of \$320,000.00USD (Three Hundred and Twenty Thousand United State Dollars). This is to enable the seller secure the service of the Vessel for the transportation of the product to buyer's destination port.

Note: Fee made by buyer will be deducted when making payment for the total cost of the product at the discharge port after a successful CIQ/SGS test at the discharge port.

6. On confirmation of the above clause, Seller Company releases copies of POP and Shipping documents to buyer Company.
 - a) Copy of export license, issued by the ministry of Petroleum and Energy.
 - b) Copy of approval to export, issued by the ministry of justice.
 - c) Copy of statement of availability of the product.
 - d) Copy of the refinery commitment.
 - e) Copy of Transnet contract to transport the Product to the Port.
 - f) Copy of the Port Storage agreement/ Insurance.
 - g) Copy of charter party agreement.
 - h) Copy of Customs clearance certificate.
 - i) Copy of the tank receipt issued by the storage facilitator.
 - j) Copy of SGS Report.
7. Shipment commences as per contract and upon arrival of the vessel tanker at the discharge port, buyer conducts SGS or CIQ Inspection.
8. Buyer makes operative payment for the full shipment via T/T Wire or MT103.

9. Seller will release payments to the intermediaries involved within 48 hours of receiving the full Payment for the product from the Buyer's bank.
10. After successful delivery of the first monthly shipment of the Product, Buyer transfers the full amount of the following month delivery to maintain the Standby Letter of Credit 100% SBLC MT760 and contract continues for subsequent Eleven (11) months subject to this Contract.



Signed

Akhmetshin Alexey Kamilevich

