

OJSC VERKHNECHONSKNEFTEGAZ

Our ref: OJSCVNEFT/90377/RU
Date Issued: 01 July, 2013
Expiry Date: 31 August, 2013
To: Capable End Buyers / Buyer Mandates:
Registration No: 1023801017580

SOFT CORPORATE OFFER

OJSC VERKHNECHONSKNEFTGAZ is a Russian Based oil and gas exploration, development production and exporting company, with full legal responsibility, due hereby issue this Soft Corporate Offer with given terms and conditions as stated in this offer to confirm our readiness to execute a Sales and Purchase Agreement with end buyer, with the ability to supply the following commodity according to the terms and conditions stipulated in this soft corporate offer.

DIESEL GAS D2 OIL GOST 305-82
50,000 MT per Month x 12 Months, USD 620 Gross / 580 Net
Over 100,000 MT x 12 Months, USD 600 Gross / 560 Net

MAZUT 100 GOST -10585-75 & -10585-99
50,000 MT x 12 Months, USD 380 Gross / 360 Net
Over 100,000 MT x 12 Months, USD 360 Gross / 340 Net

AVIATION KEROSENE COLONIAL GRADE 54
100,000 Bbl. x 12 Months, USD 75 Gross / 68 Net
Over 1MIO Bbl. x 12 Months, USD 70 Gross / 66 Net

LIQUIDIFIED NATURAL GAS [LNG]
50,000 MT x 12 Months, USD 500 Gross / 480 Net
Over 100,000 MT x 12 Months, USD 490 Gross / 470 Net

GASOLINE 93OCTANE RUSSIAN ORIGINS AND 89
50,000 MT x 12 Months, USD 400 gross / 380 net
Over 100,000 MT x 12 Months, USD 390 gross / 370 net

LIQUIDIFIED PETROLEUM GAS [LPG] GOST 20448 - 90
50,000 MT x 12 Months, USD 480 Gross / 460 Net
Over 100,000 MT x 12 Months, USD 470 Gross / 450 Net

D6 DIESEL FUEL OIL.

50,000,000 Gallons per Month x 12 Months, USD 2.26 Gross / 2.24 Net

Over 100,000,000 Gallons per Month x 12 Months, USD 2.24 Gross / 2.20 Net

UREA FERTILIZER GRADE 46%

50,000 MT x 12 Months, USD 320 Gross / 300 Net

Over 100,000 MT x 12 Months, USD 300 Gross / 280 Net

Specifications: Standard Export Quality.

Delivery: CIF ASWP.

Payment: By MT103/23.

Contract: 12 Months with possible rollovers.

Inspection: SGS or similar by Seller.

PROCEDURES

1. Buyer issue ICPO PLUS BCL addressed to the OJSC VERKHENECHONSKNEFTGAZ Refinery;

2. OJSC VERKHENECHONSKNEFTGAZ issues Draft Spa for all parties to review and endorsed along with the NCNDA/IMFPA, buyer sign and send back with letter of acceptance.

3. OJSC VERKHENECHONSKNEFTGAZ sign Charter Party Agreement with buyer and the shipping company, and seller pay 100% of the monthly shipping cost to the shipping company.

4. OJSC VERKHENECHONSKNEFTGAZ sends to Buyer for Verification the POP documents via E-mail, Product Passport (Dip-Test)/ Tanker Receipt/Certificate of Origin of the Product/Title Transaction Passport Certificate/statement of product availability/ Company Export License/DIP TEST Certificate/Certificate Federal service of Russia for foreign and export exchange CFR/Ministry of Justice Russian Federation Approval to export.

5. Upon Buyer's verification of the product availability, Within 72 hours of receiving all the stated documents, Buyer pays 100% of the total left able quantity to the seller via non-operative BG MT760 / SBLC or Transferable DLC/LC.

6. OJSC VERKHENECHONSKNEFTGAZ sends 2%PB to active the BG/DLC/LC and pays for the title transfer deeds, and transfers the ownership title to buyer's company name as the new title holder and send to the buyer (Q88/Bill of Loading/Vessel Tanker Details/Vessel ETA.

7. OJSC VERKHENECHONSKNEFTGAZ Bank Swift to Buyer Bank the Full PROOF OF PRODUCT (POP) and shipping documents via bank to bank.

8. Lifting Commence, seller release payment to the intermediaries of the seller's side and buyer to the buyer's side and involve in the transaction.



SALES AND EXPORT DIRECTOR,
MR. ROMAN VICTOROVICH KARPOV,
OJSC VERKHNECHONSKNEFTGAZ

Образец документа,
используемый мошенниками

**SALE AND PURCHASE AGREEMENT OF:-
Russian Aviation Kerosene Jet Fuel Grade 54**

Contract No: OJSCVNEFT/BSL/JP54/RU-9220-SP
Seller Code: OJSCVNEFT/JP54/4469/RU
Buyer Code:
Transaction code:

This agreement is made on the 22 July 2013 and entered into by and between:

THE SELLER:	OJSC VERKHNECHONSKNEFTEGAZ
REGISTERED ADDRESS:	664050, Irkutsk, Russia 295 B, Baikalskaya str.
COMPANY REG NO:	1023801017580
TEL:	+7 (499)-340-7497
FAX:	+7(495)-783-1235
E-MAIL:	sales@verkhnechonskneftgaz.ru info@verkhnechonskneftgaz.ru

AND

THE BUYER:	BRIFI SOLAR LTD
REGISTERED ADDRESS:	
COMPANY REG NO:	
TEL:	
FAX:	
E-MAIL:	
WEB ADDRESS:	

WHEREAS, the Parties mutually desire to execute this Contract which shall be binding upon and inure to the benefit of the Parties, their legal representatives, Successors and Assignees, in accordance with the jurisdictional law of the negotiated and fully executed contract with terms and provisions hereunder agreed upon.



WHEREAS, SELLER and BUYER, under full corporate or trust authority and responsibility, respectively represent to each other on the date hereof that the SELLER is the lawful owner of the commodity, in the quantity and quality hereunder specified, and the BUYER has the full capability to purchase the said commodity.

DEFINITIONS

WHEREAS the parties mutually accept to refer to the General Terms and Definitions, as set out by the INCOTERMS Edition 2000 with latest amendments, having the following terminology fully understood and accepted:

BARREL: Oil barrel, (abbreviation bbl.): a legacy volume measure of 42 US gallons (34.9723 imp gal; 158.9873 L). [7] It can also mean 35 imperial gallons (42.0332 US gal; 159.1132 L). Commonly a barrel is regarded as 159 L volume

Commodity : Is referred to as being **RUSSIAN AVIATION KEROSEN GRADE 54 Specifications**, as per ANNEX "A", elsewhere in this agreement also refer to as "Product" which Specifications are detailed in the ANNEX "A", which is an integral part of the agreement.

Origin : RUSSIA

Day : Means a calendar day, unless differently specified.

Month : Means a Gregorian calendar month.

Quarter : Period of three (3) consecutive months commencing on the 1st January, 1st April, 1st July or 1st October.

ASTM : American Society for Testing and Materials is the institute Internationally recognized that approves all Standards, Tests and procedures used in the Oil Industry and to be referred in this agreement to the latest revised edition with amendments in force to date.

Out-turn : The quantity and quality of the product ascertained by the International Independent Laboratory at the loading port, according to the ASTM procedures, on completion of the loading operations. The so determined out-turn quantity and quality is the basis on which the amount will be computed for the payment of the product effectively delivered to the Buyer.



- Bill of Lading** : Is the official document, issued at the load port after completion of the loading operations, stating the ship's loaded quantity expressed in Cubic Meters (Cub. Meters) and/or Metric Tons (MT) expressed as per the above definitions. This document has to be signed in original by the ship's Master and made out in accordance without the instruction hereinafter specified in this agreement.
- Discharge Port/Terminal** : Any Safe World Port (ASWP) excluding some part of Africa and China as may be designated by the BUYER as its final delivery destination **FOB ROTTERDAM PORT**.
- Loading Port/Terminal** : Any Safe World Port (ASWP), normally but not invariably within the geographic sphere of the Russian Federation (inclusively of Vladivostok, Novorossiysk and Primorsk ports), designated by the SELLER as its final delivery destination.
- Terminals** Designated to the Buyer as final delivery destination.
- 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 Buyer's designated discharge terminal facilities. Under INCOTERM TM 2000, **FOB ROTTERDAM PORT**.
- Platt's** : Platt's McGraw Hill, London is the internationally Recognized and accepted organization, which publishes #Platt's European Market scan official market scans of Petroleum products Mediterranean on daily basis.
- Market Disruption** : Means that
(a) Platt's fails to announce or publish information necessary for determining the price index;



- (b) The failure of trading to commence or permanent discontinuation or material suspension of trading in the relevant commodity or market acting as the price index;
- (c) The temporary or permanent or discontinuance or unavailability of the price index;
- (d) The temporary or permanent closing of any exchange acting as the price index; or
- (e) A material change in the formula for or the method of determining the price index.

International

Independent : SGS-Societal Generale de Surveillance # or Laboratory/any International recognized surveyors.

CLAUSE 1 - SCOPE OF THE CONTRACT:

1.1 The seller has sold and the Buyer has bought on the basis of FOB ROTTERDAM PORT, the Commodity herein specified, having a minimum Guaranteed Specifications as per the Russian "GOST" official Standard and delivered in uniform lots during the term of this Contract.

CLAUSE 2 - COMMODITY:

2.1 **RUSSIAN AVIATION KEROSEN GRADE 54 Specifications, as per ANNEX "A" and having the contractual minimum Guaranteed Specifications as per the Russian "GOST" official Standard** herewith attached as an integral part of this Contract.

1. SUBJECT OF THE CONTRACT:

1.1 The Seller has sold, and the Buyer has bought **RUSSIAN AVIATION KEROSEN GRADE 54 Specifications**, 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 FOB_\$70 GROSS/\$64NET PBBL as per MT103 or BG MT760 or SBLC or TT Transfer . The shipment will be made from RUSSIA. (NOVOROSSIYSK). Decided from the selling party.

Total quantity of the Goods sold and purchased under this Contract constitutes 300,000 ±5% Barrels (at the buyer's option).

