



ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО «КУЙБЫШЕВСКИЙ НЕФТЕПЕРЕРАБАТЫВАЮЩИЙ ЗАВОД»  
(ОАО «КНПЗ»)

Почтовый адрес: 443004, г. Самара, ул. Грозненская, д. 25  
Телефон: +7(846) 229-5099, факс: +7(846) 229-5099  
www.knpz-rosneft.com, e-mail: sales@knpz-rosneft.com  
ОКПО 05766505 ОГРН 1026300894179 ИНН/КПП 6314006396/997150001

CONTRACT №: KUI/SL-ILYA/590-10000787

от 11.01.2018 № 10-65/1098



**SALES PURCHASE AGREEMENT**



OJSC "Kuibyshev Oil Refinery", represented by its Legal Department & Regional Export Manager; **Mr. Mikhail Usmanov Timchenko** acting on the basis of Statute, hereinafter referred to as "Seller", on one side; **ILYA (LTD)**., represented by **Mr. Amir Hossen Shekarchi** – Chief Executive Officer on the basis of the Statute, hereinafter referred to as "Buyer", on the other hand, have concluded this Contract as follows

1. **PARTIES:** This Sales Purchase Agreement (hereinafter referred to as "SPA") is made effective on this date of **11th January, 2018** and entered into by and between the title holders **OJSC "KUIBYSHEV OIL REFINERY"**, represented by **Mr. Mikhail Usmanov Timchenko**, and buyer **ILYA (LTD)**., whose address is WEST PROM ST"BI BORANBAI D.96A SEMEY, KAZAKHSTAN., **Mr. Amir Hossen Shekarchi** – Chief Executive Officer.

2. **PURPOSE:** The Seller agrees to deliver and the Buyer agrees to accept and pay for beginning from **January, 2018** and ending **December, 2018**. The purpose of this SPA is to establish the terms and conditions under which certified peace offer of the refinery that will be supplying **Russia Ultra-Low-Sulfur Diesel PPM10 (EN590)** The Contractual quantity of the commodity sold and purchased under this SPA agreement total Quantity of **300,000 MT** (Three hundred thousand) metric tons. Contract delivery shall commence upon implementation of first trial shipment of **25,000-MT** (twenty five thousand) metric tons.

3. **TERM OF SPA:** This SPA is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this SPA and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than twelve (12) months beyond the current term of the contract. This SPA may be terminated, without cause, by either party upon 7 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **PAYMENT:** Royalties and Business Transaction Grants are to be paid by Seller.







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**5. RESPONSIBILITIES OF SELLER:** The title owners shall delineate the obligations of supplying the said product to the buyer listed above in this SPA.

**Price and Commission: Gross US\$295. Net US\$285/Commission: US\$10 (Seller-side US\$5 and Buyer-side US\$5).**

**7. GENERAL PROVISIONS:**

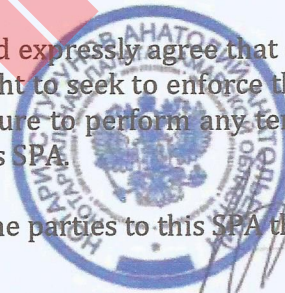
**A. AMENDMENTS:** Either party may request changes to this SPA. Any changes, modifications, revisions or amendments to this SPA which are mutually agreed upon by and between the parties to this SPA shall be incorporated by written instrument, and effective when executed and signed by all parties to this SPA.

**B. APPLICABLE LAW:** The construction, interpretation and enforcement of this SPA shall be governed by the laws of the **Russian Federation & Republic of Kazakhstan**. The courts of the State shall have jurisdiction over any action arising out of this SPA and over the parties, and the venue shall be the National Courts of ICC.

**C. INTERMEDIARY PARTY BENEFICIARY RIGHTS:** All intermediary parties group shall receive their commission at the end of each and every transaction of this SPA.

**D.** The parties to this SPA intend and expressly agree that only parties signatory to this SPA shall have any legal or equitable right to seek to enforce this SPA, to seek any remedy arise out of a party's performance or failure to perform any term or condition of this SPA, or to bring an action for the breach of this SPA.

**8. Signatures:** In witness whereof, the parties to this SPA through their duly





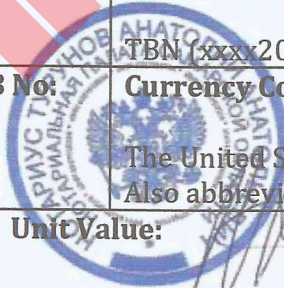


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<b>Product:</b> EN 590 ULSD PPM10		<b>Importer / Consignee / Buyers Details:</b>	
<b>Origin:</b> Russia Federation		<b>The receiver is announced in the destination in writing.</b>	
<b>Quality:</b> Export standard attached			
<b>Quantity:</b> 25, 000 MT (Twenty Five thousand metric tons +/- 5% Variation).			
<b>Period:</b> Spot cash sale for production Contract			
<b>Term of Sale:</b> (Incoterms 2000) Including latest updates & Amendments.			
<b>Refinery:</b> OJSC "Kuibyshev Oil Refinery"		<b>Terms and Conditions of Delivery:</b>	
<b>Name:</b> Mr. Mikhail Usmanov Timchenko		Payment Options: MT103 - T/T	
		Payment Terms: Dip and Payment to seller account or as per seller instruction	
<b>SGS/Protocol No:</b>	<b>Port of Discharge:</b>	<b>Date of Shipment:</b>	<b>Delivery Terms:</b>
TBN	Turkey	TBN (xxxx2018)	Incoterms CIF
<b>Final Destination Port:</b>	<b>BOL/AWB No:</b>	<b>Currency Code:</b> USD	
Turkey Commercial Port	TBA	The United States Dollar (sign: \$; code: USD; Also abbreviated/(\$)	
<b>Total Quantity:</b> 25,000 MT (25,000 MT/ First Lift able) 25,000 MT / Each Month.	<b>Unit Value:</b>	<b>Total Lift Value Amount</b>	
	Gross Per metric tons: \$295	USD\$7,375,000.00	
<b>Unit of Measure in one term:</b> 25, 000 MT (twenty five thousand) metric tons	Net Per metric ton: \$285	USD\$7,125,000.00	
	Commission Per MT \$10	USD\$250,000.00	
<b>Total Words:</b> Seven Million Three hundred and Seventy-Five USD		USD\$7,375,000.00	







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**SUPPLIER'S BANK DETAILS**

**Bank Name:** Tsesnabank - Russian Commercial Bank  
**Settlement Account:** 30201810000074000994  
**Bank Identifier Code:** 044525225  
**Swift Code:** SABRRUMM  
**Correspondent Acct#:** 30109510100000006062  
**Consignor:** OJSC "Kuibyshev Oil Refinery"  
**Bank Telephone:** +7 (495) 500-5550  
**Bank Account Officer:** Mr. Vagit Rybolovlev  
**Address:** 19 Vavilova St., 117997 Moscow, Russia

**BUYER'S BANK DETAILS**

**Name Bank:** JSC "Tsesna bank",  
**Address Bank:** A branch of JSC "Tsesnabank" in "Semey"  
**Semey 071400 street International 36 A**  
**Account No:** KZ28998VTB0000282247(USD)  
**KZ98998VTB0000282248 (EUR)**  
**SWIFT Code:** TSESKZKA  
**Bank Officer:** Mihalshenco Olga Valerevna  
**Phones Tel:** +7222 564505,  
**Faxes fax:** +7222 521848  
**E-mail:** mikhailchenko@TSB.KZ

**TERMS AND PROCEDURE:**

1. Buyer issue ICPO describing Banking Coordinate with Corporate Profile (CP).
2. Seller Draft Sales Purchase Contract and Buyer returned signed Contract to Seller.
3. Seller within 48 hours legalizes the signed Contract and returned legalized Contract to the Buyer to be lodged at each respective Banks.
4. Buyer acknowledged legalized Contract and Seller provides to the Buyer the partial proof of product PPOP such as:
  1. Tank Receipt For Immediate Lift Able Quantity (TSR)
  2. Copy Of License To Export, Issued By The Department Of The Ministry Of Energy.
  3. Copy Of Statement Of Availability Of The Product
  4. Copy Of The Refinery Commitment To Produce The Product
  5. The Authorization To Verify Product Letter
  6. The Product Passport Analysis Report
  7. Memorandum Of Understanding (MOU) Issued by the Shipping Company.
  8. Certificate Of Origin issue by Chamber of Commerce.







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5. Seller and Buyer countersigned the MOU A Three Parties MOU signing (issued by Shipping Company) and JOINTLY borne 50% each to legalize the MOU with the Ministry Of Justice Of The Russian Federation, And Russian Department Of The Foreign Affair via Logistic Management.

6. Seller on-receipt of legalized MOU which serves as bond for Seller to Contribute 100% from "loading" Port and Buyer to contribute 100% at "unloading" port upon arrival of product, makes arrangement with the logistic management for the Shipping of the Product and Seller borne 100% Freight Cost to hired the Vessel to Buyer unloading Port.

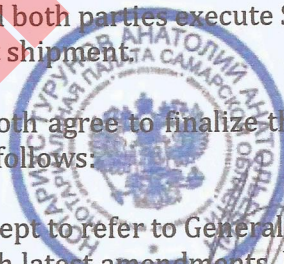
7. Seller open Communication with the Pipeline Company "TRANSNEFT" for the injection of the product into Seller Chartered Vessel and send the Vessel Charter Party Agreement (CPA) and Bill of Lading with FULL SHIPPING documents to Buyer.

8. Upon arrival of the vessel at Buyer unloading port, Payment will be made for the product by the Buyer's Bank via T/T MT103 to the Seller's Bank within 5 working days after the CIQ/SGS inspection at port of discharge and the delivery to the Buyer's Bank of all documents required by the Contract and Seller issues to Buyer Title of Ownership Certificate.

9. Seller pays commission immediately to intermediaries according to NCNDA/IMFPA after receipt of payments from Buyer, and both parties execute Signed Contract shipment, Buyer issue IRDLC/DLC/SBLC for Contract shipment.

**WHEREAS:** The Seller and Buyer both agree to finalize this contract under the terms and conditions, it is therefore agreed as follows:

**WHEREAS,** the parties mutually accept to refer to General Terms and Definitions, as set out by the INCOTERM Edition 2000 with latest amendments, having the following terminology fully understood and accepted. To execute this agreement which shall be binding upon and inure the benefit of the parties, their legal representatives, successor and assigns, in accordance with jurisdictional law negotiated and fully executed contract with terms and provisions hereunder agreed upon.







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**INSPECTION 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 loaded stored in the tank farm.

**Proof of Product:** Documentation to be provided by the Seller to the Buyer through Bank of Moscow Bank exchange upon payment of the transaction allocation code certificate after arrival of the vessel and discharge of product at buyer designated port.

**Country of Origin:** Seller's exploration, treatment, supply and shipping state of origin.

**International banking days:** Any day on which the operating banks of the Seller and the Buyer are open for business.

**International Independent Laboratory:** SGS. Société Générale de Surveillance or equivalent to be accepted by both parties.

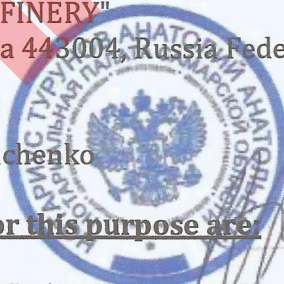
**Notices:** Any communication in connection with this Contract must be in writing and addressed to details below via fax/email.

**The contact details of the Seller for this purpose are:**

Company: OJSC "KUIBYSHEV OIL REFINERY"  
Address: 25 Groznenskayast., Samara 443004, Russia Federation  
Telephone: +7(846) 229-5099  
Email: sales@knpz-rosneft.com  
Attention: Mr. Mikhail Usmanov Timchenko

**The contact details of the Buyer for this purpose are:**

COMPANY NAME : "ILYA" (LTD) NO: "1506400217870"  
ADDRESS : west prom St. Bi Boranbai Semey , Kazakhstan  
TELEPHONE NO. : 0077758877741 -0098-9121193712  
E-MAIL ADDRESS : [ILYAOIL.CO@GMAIL.COM](mailto:ILYAOIL.CO@GMAIL.COM)  
REPRESENTED BY : AMIR HOSSEN SHEKARCHI







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Any Party may change its contact details by giving 5 days' written notice to the other party where a Party nominates a particular department or officer to receive a communication.



**ANNEX "A"**  
**SPECIFICATION OF THE PRODUCT**  
**RUSSIA ULTRA-LOW-SULFUR DIESEL PPM10 (EN590)**

PROPERTY	RESULT	Unit	MIN	MAX	
EN ISO 12185	Density at 15°C	839,6	kg/m <sup>3</sup>	820	845
EN ISO 3405	Petroleum Products Distillation Characteristics at Atmosph. Pressure				
	Recovered at 250°C	25.5	% (v/v)	--	65
	Recovered at 350°C	94.5	% (v/v)	85	--
	95% Recovered at	354.0	°C	--	360
EN ISO 3104	Kinematic Viscosity at 40°C	3.069	mm <sup>2</sup> /s	2.0	4.5
EN ISO 20846	Sulfur	6.5	mg/kg	--	10
EN ISO 12937	Water Content by CoulometricKF	59	mg/kg	--	200
EN 12662 (2014)	Total Contamination	<12.0	mg/kg	--	24
EN ISO 5165	Cetane Number	53.4	Rating	51	-- S16
EN ISO 6245	Ash	0.001	% (m/m)	--	0.1
EN ISO 4264	Cetane Index by Four-variable Equation	54.1	Rating	46	--
ISO 10370	Carbon Residue (on 10 % Dist Residue) Micro Method	<0.1	% (m/m)	--	03
EN ISO 2160	Copper Strip corrosion (3h / 50°C)	1a	Rating	--	1
EN ISO 12205	Total Insolubles	6	g/m <sup>2</sup>	--	25
ISO 2719	Pensky Martens Flash Point (Closed cup) Procedure A	6.50	°C	55	--
EN ISO 12156-1	Lubricity at 60°C (WS1.4)	427	µm	--	460
EN 23015	Cloud Point	-6	°C	--	-5
EN 116	Cold Filter Plugging Point (CFPP)	-20	°C	--	-15
EN 12916	Poly Aromatic Hydrocarbons	1.59	% (m/m)	--	8
ISO 6297	Conductivity at 20°C	22	pS/m	--	--
EN 14078	Fatty Acids Methyl Ester - Range A	0.076	% (VN)	--	--
ASTM D1500	ASTM Colour	L1.0	--	--	--
Visual	Appearance	Clear & Bright	--	--	--







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**APPENDIX B  
(PAYMENT TERMS PROVISIONS)**



**Payment:** Payments for the Goods being delivered under the present Contract shall be effected in US dollars without withhold, deduction, offset or counterclaim, after discharge of product via MT103/ TT wire transfer direct to the seller's bank.

The payments for goods will be considered to be effected in full after deduction of paying banks' commissions (i.e. deductions of the Seller's bank and correspondent banks), excluding commissions of the Buyer's bank, which subject to payment by the Buyer.

**Seller's invoice:** The Seller's invoice shall be prepared on the basis of quantity, supported by certificate(s) of quantity and quality.

Payment of any amount due by either Party to the other Party shall be made upon receipt of the final invoice from relevant Party which shall be prepared as soon as practicable after all the relevant pricing and/or product quantity becomes available to Buyer.

**INFORMATION ON COUNTERAGENT (AS OF 09TH OCTOBER, 2017)**

All intermediary parties group shall receive their commission at the end of each and every transaction of this SPA.

№	OJSC "KUIBYSHEV OIL REFINERY" COUNTERAGENT/MANDATE	REPRESENTED BY	STATE/COUNTRY
1	RESURS" Limited Liability Company	Mr. Mandroy Dmitry Nikolaevich	Samara Region Russian Federation
2			

№	ILYA (LTD) COUNTERAGENT/MANDATE.	REPRESENTED BY	STATE/COUNTRY
1	FARASAT GOSTAR HOOR	MR. AMIR HOSSEIN BEIRANVAND	TEHRAN
2			
3			







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FOR AND ON BEHALF OF SELLER		FOR AND ON BEHALF OF BUYER	
Signed and Sealed		Signed and Sealed	
			
Company Name:	OJSC "Kuibyshev Oil Refinery".	Company Name:	"ILYA"LTD"
Signatory:	Mr. Mikhail Usmanov Timchenko	Signatory:	ABOLFAZL SHEKARCHI
Title:	Regional Export Manager	Title:	Regional Export Manager
DATE:	11/01/2018	DATE:	12/01/2018

**ADDITIONAL INSTRUCTIONS:**

The SWIFT or clear stream text message covering all remittances shall clearly state the following:

"clean, cleared, lien free and unencumbered funds, earned from financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, known by transaction code: TBP, for same day settlement/immediate credit." and are payable in cash immediately upon receipt by beneficiary's bank.







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**EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISION OF THIS SPA**



Buyer Accepts the term and conditions of this Sign Purchase Agreement (SPA)  
DATE: 12/01/2018

Signature: SHEKARCHI  
Company: "ILYA"  
Position: Kazakhstan  
Address: west prom St. Bi Boranbai Semey,  
Printed Name: SHEKARCHI



N.B: Please be advised that it is important to note that any and all communication with the above details are strictly confidential and are not to be circulated in any manner to any unauthorized person/s. Any breaches of confidentiality or unauthorized contact with Buyer Bank without prior express written consent and /or permission are prohibited and shall render this OFFER null and void. Seller/Buyer reserves the right to nominate alternate joint Banking coordinates and Buyer reserve the right to nominate alternate Banking coordinates at any time prior to the issuance of MT103.

