



**АКЦИОНЕРНОЕ ОБЩЕСТВО «СЫЗРАНСКИЙ НЕФТЕПЕРЕРАБАТЫВАЮЩИЙ ЗАВОД»
(АО «СНПЗ»)**

Почтовый адрес: Астраханская д.1, г. Сызрань, Самарская область, Россия, 446029
Юридический адрес: г. Сызрань, Самарская область, Российская Федерация
Тел.: (8464) 90 80 09, факс: (8464) 98 81 22. e-mail: sekrg@snpz.rosneft.ru
ИНН 6325004584, КПП 632501001

CONTRACT № SNPZ/MDRG/10PPM-1001072175

от 30.09.2024 № 0-08/72175

SALES AND PURCHASE AGREEMENT

We Joint Stock Company "Syzran Oil Refinery", represented by its Sales Director of Oil and Gas products Mr. Vladimir Abramovich, acting on the basis of Statute, hereinafter referred to as "Seller", on one side and MDR General Trading L.L.C., represented by its Chief Executive Officer Mr. Muhammad Bejeremi and Manager Mr. Mahmoud Mohamad El Rawas, 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 **30th September, 2024** and entered into by and between the title holders **Joint Stock Company "Syzran Oil Refinery"**, a company incorporated in **Russian Federation** and having its registered and business address at No. 1 Astrakhanskaya St., Syzran 446029, Samara Region, Russia and buyer **MDR General Trading L.L.C.**, a company incorporated in **United Arab Emirates** and having its registered and business address at Van Villas Complex O10-27st Jumairah 1. Dubai, UAE.

2. **PURPOSE:** The Seller agrees to deliver, and the Buyer agrees to accept and pay for beginning from **October 2024** and end until **October 2025**. The purpose of this SPA is to establish the terms and conditions under which certified peace offer of the refinery that will be supplying the following commodities:

COMMODITY: Diesel Fuel EN590 10PPM (ULTRA-LOW-SULFUR) The Contractual quantity of the commodity sold and purchased under this SPA agreement total Quantity of **640,000 MT** (Six Hundred and Forty Thousand) metric tons, Contract delivery shall commence upon the trial shipment implementation on in bulk of **40,000 MT** (Forty 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 7days 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.

B. Due to recent Russia's International Economic Sanctions Seller's has changes its offshore bank account Company from **(Syzran Refinery Corporation)** to **(Northfield Global Co., Ltd)** and new account with a third parties holder/name will be (outside Russian territory) used to receive product value of 100% via MT103-TT on the invoice provided by Seller, after satisfaction of the inspection report from SGS/ or Similar at loading port.

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



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6. Price and Commission: Gross US\$390 and Net US\$380 (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. ARBITRATION: Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The number of arbitrators shall be one arbitrator to be appointed by the Seller, one by the Buyer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. The arbitration proceedings shall be conducted in English"

C. Each Party shall comply with all Applicable Laws associated with such Party's respective performance hereunder and the operation of such Party's facilities, New or Changed Applicable Law; If during the Term, any new Applicable Law becomes effective or any existing Applicable Law or its interpretation is materially changed, which change is not addressed by another provision of this Agreement and which has a material adverse economic impact upon a Party, then either Party, acting in good faith, shall have the option to request renegotiation of the relevant provisions of this Agreement with respect to future performance. The Parties shall then meet and negotiate in good faith amendments to this Agreement that will confirm this Agreement to the new Applicable Law while preserving the Parties' economic, operational, commercial and competitive arrangements in accordance with the understandings set forth herein.

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

E. ASSIGNMENT: The Seller/Buyer may at any time assign this contract or its total or partial performance hereof to any other Company, which assumes the obligations of the Seller/Buyer under the terms of the assignment. Formal notice of the assignment shall be rendered to the Buyer/Seller, express indicating thereon the assignee's address. The assigning party must have written permission from the assigned party approving the new partner.

F. 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.



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

FOR ON BEHALF OF SELLER		FOR ON BEHALF OF BUYER	
Signed and Sealed		Signed and Sealed	
Company Name:	Joint Stock Company "Syzran Oil Refinery"	Company Name:	M D R General Trading L.L.C.
Signatory:	Mr. Vladimir Abramovich	Signatory:	-Mr. Muhammad Bejerמי -Mr. Mahmoud Mohamad El Rawas
Title:	Sales Director Of Oil and Gas products	Title:	-CEO -Manager
DATE:	30/09/2024	DATE:	01/10/2024

Я, Авдеева Елена Ивановна, временно исполняющая обязанности нотариуса города Москва, удостоверяю подлинность подписи. Подтверждаю верность данной копии с подменю документа. В последних подписок, приписок, зачеркнутых слов либо вообще оговоренных исправлений, или каких-либо особенных тей нет.

Зарегистрировано в реестре: № 07-901081

Взыскано государственной (по тарифу) 4750руб
Уплачено за оказание услуг правового и технического характера 5670руб



Е. И. Авдеева

07 октября 2024
Года
12:53:06



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Product: Diesel Fuel EN590 10PPM	Importer / Consignee / Buyers Details: Name: M D R General Trading L.L.C. Address: Van Villas Complex O10-27st Jumairah 1. Dubai, UAE. Tel: +971 56 92 84 526 Fax: NA Email: mhd.bejermie@mdr.ae
Origin: Kazakhstan	
Quality: Export standard attached	
Quantity: 40,000 MT (Forty Thousand metric tons +/- 5% Variation)	
Period: Spot cash sale for production Contract	
Term of Sale: (Incoterms 2023) Including latest updates & Amendments.	

Refinery : JSC "Syzran Oil Refinery"	Terms and Conditions of Delivery: Trial Shipment: Buyer release 100% payment in the amount and the currency USD on the invoice provided by Seller, via Telegraphic Transfer (International remittance) or MT103 to Seller's designated bank, within three (3) working days after satisfaction of the inspection report from SGS/ or Similar at loading port.
Name : Mr. Vladimir Abramovich	
Email : sekr@snpz.rosneft.ru	

SGS/Protocol No:	Port of Loading	Port of Discharge	Date of Shipment:	Delivery Terms:
TBN	NOVOROSSIYSK	BLACKSEA	TBN (xxxx2024)	Incoterms FOB

Final Destination Port:	BOL/AWB No:	Currency Code:
Novorossiysk Commercial Seaport Russian Water.	TBA	The United States Dollar (sign: \$; code: USD; Also abbreviated (\$))

Total Quantity: 640,000 MT (Six Hundred and Forty Thousand) metric tons First Lift able: 40,000 MT (Forty Thousand) metric tons Monthly Shipment: 50,000 MT (Fifty Thousand) metric tons Unit of Measure in one term: 40,000 MT (Forty Thousand) metric tons	Unit Value (USD)	Total Lift Value Amount (USD)
	Gross Price Per metric ton : \$390	USD\$: 15,600,000.00
	Net Price Per metric ton :\$380	USD\$: 15,200,000.00
	Commission Per metric ton: \$10	USD\$: 400,000.00

Total Value in Words: Fifteen Million and Six Hundred Thousand United State Dollars Only.	USD\$: 15,600,000.00
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PARTIES RECEIVING AND PAYING BANK COORDINATES

Seller's Bank Coordinates (MT103-TT/MT760/MT700)	
Bank Name	Taipei Fubon Commercial Bank Co., Ltd.
Bank Address	No.196, Sec. 2, Jianguo North Road, Taipei, Taiwan.
Bank Swift Code	TPBKTWTP
Account Name	Northfield Global Co., Ltd
Account Number	310180002013
Bank Officer Name And Title	Mr. Daniel Hsu
Bank Officer Phone Number	886-2-25425656
Officer E-Mail	wencheng.hsu@fubon.com

Buyer's Bank Coordinates (MT103-TT/MT760/MT700)	
Name of Bank	EMIRATES ISLAMIC BANK
Address	P.O BOX 6564, DUBAI UNITED ARAB EMIRATES
Account Name	M D R GENERAL TRADING
Account Number	AE690340003708470558101
Swift Code	MEBLAEADXXX
Bank Officer Name	MARYAM ESMAIL
Bank Officer Telephone Number	+971 50 516 6753
Bank Officer Email	customercareunit@emiratesislamic.ae





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FOB- TRIAL & CONTRACT PROCEDURES:

1. Buyer issues ICPO, along with Bank Coordinates, Corporate Certificate and the signatory's passport copy to Seller.

2. Seller issues Draft Sales Purchase Contract (open for amendment) to Buyer, upon amendment, returned signed Contract (SPA), Seller borne charges to notarize the Contract and released the Notarized Contract to buyer within 2 -3 working days and Buyer supply vessel Charter Party Agreement CPA/Q88.

3. Seller on-receipt of the buyer CPA/Q88 releases below partial proof of product such as:

- Copy of License to Export, Issued By the Department of the Ministry Of Energy
- Copy of Statement of Availability of the Product
- Copy of the Refinery Commitment to Supply the Product
- Dip Test Product Passport Analysis Report
- The Authorization to Verify Product Letter
- Tank Storage Receipt (TSR) Issue by Logistic management
- Vessel Inward Clearance (Proforma Invoice).
- Certificate of Origin (Kazakhstan Origin Declaration)

4. Buyer on-receipt of above partial proof of products within 5 working Days pay for its vessel/ship Inward clearance of the vessel/Port Dues (The charges is levied by the port authority to all ships entering the port till the time it leaves the port and is calculated on the gross registered tonnage of the ship) for the trial quantity.

5. Seller on-receipt of the Inward Clearance payment within 5 working days secure the port permit and upon successful exchange of port entry permit, Buyer vessel anchor/moored according to the advised Berthage, Notice of Readiness "NOR" will be exchange between the parties to transfer the product into the Buyer vessel and Seller attained SGS certification on the product before sailing.

6. Buyer acknowledges Q&Q and made payment for the loaded Q&Q via TT/ MT103 to the Seller's Bank, after the inspection by SGS at port of loading against Seller proforma invoice along below proof of product/hard copies document such as:

- Copy of License to Export, Issued By the Department of the Ministry Of Energy
- Copy of Statement of Availability of the Product
- Copy of the Refinery Commitment to Supply the Product
- Dip Test Product Passport Analysis Report
- The Authorization to Verify Product Letter
- Tank Storage Receipt (TSR)
- Certificate of Origin
- SGS reports of Quality and Quantity
- Copy of Approval to Export, Issued By the Department of the Ministry of Justice.
- Copy of the JSC TRANSNEFT Contract to Transport the Product to the Port.
- Copy of the Port Storage Agreement.
- The Authorization to Board (ATB) the Vessel for inspection.
- Copy of the Resource Certificate
- Copy of allocation Number





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- Manifesto
- SGS reports of Quality and Quantity
- Certificate of Insurance, issued by internationally recognized insurance company, for a minimum of 110% of the value of Goods on board each vessel.
- Signed Commercial Invoice
- Dip test Authorization (DTA) & ATB
- NOR /ETA
- Certificate of Ownership Transfer
- Allocation Transaction Passport Code Certificate (ATPCC) by Ministry of Energy.
- Title of Ownership Certificate

NOTE: If the Buyer is paying for the product after shipment to the unloading port both parties will enter another memorandum of understanding to pay the 100% product value upon arrival of the vessel at Buyer discharge/offloading port.

7. Seller makes payment for remuneration of labor immediately to the intermediaries, according to NCNDA/IMFPA after receipt of payments from Buyer, and both parties commence monthly shipment and for each shipment under the contract, Buyer release 100% payment in the amount and the currency (RMB/USD or other currency equivalent) on the invoice provided by Seller, via Telegraphic Transfer (International remittance) or MT103 to Seller's designated bank, within Ten (10) working days after satisfaction of the inspection report from SGS/ or Similar at discharge port.

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 2023 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.

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 email exchange upon payment of the transaction allocation code certificate after satisfaction of the inspection report from SGS/ or Similar at loading 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.



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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 : Joint Stock Company "Syzran Oil Refinery"
Address : 1 Astrakhanskaya st., Syzran 446009, Samara region, Russia.
Office Tel : + 7 (8464) 90 80 09
Attention : Mr. Vladimir Abramovich
Email : sekr@snpz.rosneft.ru

THE CONTACT DETAILS OF THE BUYER FOR THIS PURPOSE ARE:

Company : MDR GENERAL TRADING L.L.C.
Address : Van Villas Complex O10-27st Jumairah 1. Dubai, UAE.
Phone Number : +971 56 92 84 526
Email : mhd.bejermie@mdr.ae
Attention : Mr. Muhammad Bejermie

Any Party may change its contact details by giving 7 days' written notice to the other party where a Party nominates a particular department or officer to receive a communication.





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ANALYTICAL PRODUCTS SPECIFICATIONS DIESEL FUEL EN590 10PPM STANDARD EXPORT QUALITY			
NO	COMPONENT	UNIT	LIMIT
1	CETANE NUMBER		51.0 MIN
2	CETANE INDEX		46.0 MIN
3	DENSITY AT 15 C°	KG/MG ³	820.0 - 845.0
4	POLYCYCLIC AROMATIC HYDROCARBONS	%M/M	8.0 MAX
5	SULPHUR CONTENT	MG/KG	10 MAX
6	FLASH POINT IN A CLOSED CRUCIBLE	C°	60 MIN
7	COKING ABILITY OF 10% RESIDUE OF DISTILLATION	%	0.3 MAX
8	ASH CONTENT	%M/M	0.01 MAX
9	WATER CONTENT	MG/KG	200 MAX
10	TOTAL POLLUTION	MG/KG	24 MAX
11	CORROSION OF A COPPER PLATE (3H AT 50 C°)	RATING	CLASS 1
12	OXIDATIVE STABILITY: TOTAL AMOUNT OF PRECIPITATE	G/M ³	21 MAX
13	LUBRICITY : CORRECTED WEAR SPOT DIAMETER AT 60 C°	UM	460 MAX
14	KINEMATIC VISCOSITY AT 40 C°	MM ² /S	2,000 - 4,500
15	FRACTIONAL COMPOSITION; RECOVERYA,250°C RECOVERYFP350°C 95%(V/V) RECOVERED AT	% VOL % VOL C°	65 MAX 85 MAX 360 MAX
16	THE CONTENT OF METHYL ESTERS OF FATTY ACIDS		7 MAX
17	COLOR	%	1.0 MAX
18	DIESEL FREEZING POINT	C°	-10 C° MAX
19	ELECTRICAL CONDUCTIVITY	PS/M	50





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APPENDIX A
(PAYMENT TERMS PROVISIONS)

Payment: Payments for the Goods being delivered under the present Contract shall be effected in **USD/RMB currency at the exchange rate of the transfer date** without withhold, deduction, offset or counterclaim, after inject of product into Buyer Vessel in the loading port 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.

GENERAL REPRESENTATIVES DETAILS

OPTIONAL: Buyer and Seller Counteragent/Mandate Information (As of September 30th, 2024) and all intermediary parties, group shall receive their commission at the end of each transaction of this SPA

No	SELLER COUNTERAGENT/MANDATE NAME	PASSPORT NUMBER	STATE/COUNTRY
1	Ahmd Bshar Adnan Shaar Al Shaar Trading Goods Wholesalers Trading L.L.C, UAE, Business Bay info@shaartrading.com	015677860	Syria
2			
3			

No	BUYER COUNTERAGENT/MANDATE NAME	PASSPORT NUMBER	STATE/COUNTRY
1	Ahmd Bshar Adnan Shaar Al Shaar Trading Goods Wholesalers Trading L.L.C, UAE, Business Bay info@shaartrading.com	015677860	Syria
2			
3			



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Я, Авдеева Елена Ивановна, временно исполняющая обязанности нотариуса города Москва, удостоверяю подлинность подписи. Подтверждаю верность данной копии с подменю документа. В последних подписок, приписок, зачеркнутых слов либо вообще оговоренных исправлений, или каких-либо особенных нет.

Зарегистрировано в реестре: № 07-901081

Взыскано государственной (по тарифу): 4750руб
Уплачено за оказание услуг правового и технического характера 5670руб



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Года
12:53:06

Всего пронумеровано,
пронумеровано и скреплено
печатью 8 листов
ВРИО нотариуса

FOR ON BEHALF OF SELLER		FOR ON BEHALF OF BUYER	
Signed and Sealed		Signed and Sealed	
Company Name:	Joint Stock Company "Syzran Oil Refinery"	Company Name:	M D R General Trading L.L.C
Signatory:	Mr. Vladimir Abramovich	Signatory:	-Mr. Muhammad Bejermi -Mr. Mahmoud Mohamad El Rawas
Title:	Sales Director Of Oil and Gas products	Title:	-CEO -Manager
DATE:	30/09/2024	DATE:	01/10/2024



**АКЦИОНЕРНОЕ ОБЩЕСТВО «СЫЗРАНСКИЙ НЕФТЕПЕРЕРАБАТЫВАЮЩИЙ ЗАВОД»
(АО «СНПЗ»)**

Почтовый адрес: Астраханская д.1, г. Сызрань, Самарская область, Россия, 446029
Юридический адрес: г. Сызрань, Самарская область, Российская Федерация
Тел.: (8464) 90 80 09, факс: (8464) 98 81 22. e-mail: sekr@snpz.rosneft.ru
ИНН 6325004584, КПП 632501001

CONTRACT № SNPZ/MDRG/10PPM-1001072175

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.

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: 01/10/2024

Signature: Mr. Muhammad Bejermie | Mr. Marmoud Mohamad El Rawas

Company: M D R General Trading L.L.C

Position: CEO | Manager

Address: Van Villas Complex O10-27st Jomairah 1. Dubai, UAE.

Printed Name:

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.

Всего пронумеровано,
пронумеровано и скреплено
печатью 5 листов.
ВрИО нотариуса

-----END OF DOCUMENT-----