



ООО «СТС Логистикс Брокер»

ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ
«РН-КОМСОМОЛЬСКИЙ НПЗ»

(ООО «РН-Комсомольский НПЗ»)

СЛУЖБА ЗАМЕСТИТЕЛЯ ГЕНЕРАЛЬНОГО ДИРЕКТОРА
ПО МАТЕРИАЛЬНО-ТЕХНИЧЕСКОМУ ОБЕСПЕЧЕНИЮ,
ТРАНСПОРТУ И ОБЩИМ ВОПРОСАМ

Legal address: 681007, KHABAROVSK TERRITORY, KOMSOMOLSK-ON-AMUR CITY,
LENINGRAD STREET, 115 GPS coordinates: 50.614125, 137.06403

E-mail: knpz@rosneft.ru

Tel: (+7) 495-7408123

Fax: (+7) 421 7222988

ИНН: 2703032881

КПП: 270301001

КПО: 74558829

ОГРН: 1052740255358

Our Ref: RNK/JOIMSB/ПКР/STOG/52478542/UR/94/RU

Date Issued: 20th September, 2019

Buyer Ref:

Contract No: RNK/JOIMSB /ПКР/STOG/SPA-285234179/UR/RU

Transaction Code: RNK/JOIMSB/JSC/20179H57/57

SALES PURCHASE AGREEMENT

BETWEEN:

BUYER –
Email:

AND

SELLER – RN KOMSOMOLSK REFINERY

ADDRESS: 628301, 681007, KHABAROVSK TERRITORY, KOMSOMOLSK-ON-AMUR CITY, LENINGRAD STREET, 115

COMPANY NO ИНН: 2703032881

КПП: 270301001

КПО: 74558829

ОГРН: 1052740255358

REPRESENTED BY: Mr. Alexander Istamgulov

EMAIL: knpz@rosneft.ru

LOADING PORT:

NOVOROSSIYSK PORT

PRODUCT:

RUSSIA UREA 46N

DELIVERY TERMS:

CIF TERMS.

DELIVERY DESTINATION:

CIF THAILAND

ORIGIN:

RUSSIA FEDERATION.

PACKAGING:

50KG PP BAG OR BULK

MONTHLY QUANTITY: 100,000 MT first shipment, continue by same lot shipments for 12 consecutive month's contract with possible roll and extension. Total/Contract Quantity: 1,200,000MT (For 12 months)

PRICE BASIS: USD \$185 Per Metric Ton Gross/ USD \$175 Per Metric Ton Net (CIF). Seller to pays commission; \$5/MT to pay to Buyer representatives, \$5/MT to pay to Seller representatives according to NCNDA/IMFPA.

EXPIRATION DATE: 27.09.2019 (If not signed and returned by the buyer, this Agreement will be automatically terminated).

CLAUSE 1 - SUBJECT OF THE CONTRACT

Alright reserved: ИНН: 2703032881

КПП: 270301001

КПО: 74558829

ОГРН: 1052740255358

Телефоны для справок: (+7) 495-7408123, Адрес электронной почты: knpz@rosneft.ru



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- 1.1 The Seller has sold, and the Buyer has bought hereinafter referred to as the Goods UREA or Annex A to the present Contract, to be delivered on terms CIF \$185 USD (GROSS) CIF THAILAND
- 1.2 Total quantity of the Goods sold and purchased under this Contract constitutes $\pm 5\%$ metric tons (at the Buyer's option).
- 1.3 Quantity of the Goods delivered on terms CIF 100,000 MT first shipment, continue by same lot shipments for 12 consecutive month's contract with possible roll and extension. Total/Contract Quantity: 1,200,000MT (For 12 months)
- 1.4 Total/Contract Quantity: 1,200,000MT (For 12 Months).
- 1.5 The following documents shall be considered an integral part of the Contract:
Annex A – Quality Specification Russian Grade provided by the Buyer.
- 1.6 The discharging destination CIF THAILAND

CLAUSE 2 - QUALITY

- 2.1 The quality of the Goods delivered under this Contract shall meet the specification stated in the Contract.
- 2.2 The Parties agree that an independent surveyor, SGS, according to the terms stated herein, shall conduct quality and quantity inspection of the Goods on board of the vessel at the offloading port.

CLAUSE 3 - DELIVERY TERMS

- 3.1 Date of the Bill of Lading for the Goods loaded shall be considered as the date of delivery of the Goods once the goods have been delivered at destination port.
- 3.2 Delivery destination is CIF THAILAND

CLAUSE 4 - PRICE AND TERMS OF PAYMENT

4.1 Payment shall be secured by Buyer providing a Documentary/Standby Letter of Credit (MT700/MT760) valid for one year one day. Payment for each shipment lot shall be made via Telegraphic Transfer (SWIFT MT103) to Seller's Bank against agreed shipping documents immediately upon satisfactory Q&Q at delivery destination and shall then discharged the cargo fully into Buyer's tanks. The DLC/SBLC/LC shall have face-value of US\$18,500,000.00 (covering the total value of 100,000 Metric Tons one month credit shipment lot from the total shipment quantity of 1,200,000MT) for 12 deliveries to Seller.

4.2 Price of the Goods sold under this Contract is calculated in \$185 US Dollars (GROSS) per MT on terms CIF THAILAND

CLAUSE 5 - TERMS & TRANSACTION PROCEDURES

1. BUYER ACCEPTS SELLER'S PROCEDURE AND ISSUE ICPO WITH THE FOLLOWING: BANKING DETAILS,

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COMPANY PROFILE, PASSPORT COPY AND ACCEPTANCE LETTER STATING TO ADHERE TO SELLER'S PROCEDURE.

2. SELLER ACKNOWLEDGES BUYER'S ICPO AND ISSUES CONTRACT TO BUYER OPEN FOR AMENDMENT, BUYER SIGNS AND RETURN THE CONTRACT TO THE SELLER IN WORD FORMAT WITHIN 4 WORKING INTERNATIONAL DAYS.

3. SELLER MAKES THE FINAL SIGNATURE AND CONVERTS THE CONTRACT TO PDF AND SEND TO BUYER AS FINAL APPROVED CONTRACT ALONG WITH BELOW SOFT PERFORMANCE GUARANTEES POP DOCUMENTS FULLY ENDORSED BY APPROPRIATE MINISTRIES OF RUSSIAN FEDERATION:

- A. COMMITMENT LETTER TO SUPPLY PRODUCT
- B. PRODUCT ALLOCATION CERTIFICATE ISSUED BY MINISTRY OF ENERGY
- C. EXPORT LICENSE ISSUED BY RUSSIAN MINISTRY OF ENERGY.
- D. CERTIFICATE OF ORIGIN ISSUED BY RUSSIAN CHAMBERS OF COMMERCE.
- E. SHIPPING COMPANY NOTICE OF READINESS
- F. MEMORANDUM OF UNDERSTANDING
- G. PRO-FORMA INVOICE
- H. VERBIAGE FROM REFINERY'S NOMINATED BANK

4. BUYER'S BANK IN ACCORDANCE WITH SELLER'S VERBIAGE ISSUE SBLC WITHIN 7 WORKING DAYS FOR FIRST SHIPMENT'S VALUE TO SELLER'S FINANCIAL BANK TO ENABLE SELLER COMMENCE LOADING OF PRODUCT WITH THE SHIPPING COMPANY AND RELEASE FULL SET OF POP DOCUMENTS AFTER LOADING VIA BANK TO BANK SWIFT WITHIN 7 WORKING DAYS. IF BUYER FAILS TO ISSUE MT760/SBLC WITHIN 7 WORKING DAYS, IN ALTERNATIVE BUYER PAY'S VIA TT \$350,000 AS GUARANTEE PERFORMANCE WITHIN 72 HOURS WHICH WILL BE DEDUCTED FROM THE PRODUCT FACE VALUE WHEN FINAL PAYMENT IS MADE.

5. SELLER'S BANK ISSUES OPERATIVE 2% PB IN FAVOUR OF BUYER'S BANK ACCOUNT WITHIN 3 WORKING DAYS, WHICH IS SUBMITTED AND DETAILED IN THE MUTUALLY AGREED SIGNED CONTRACT.

6. UPON SELLER BANK SUCCESSFUL EXCHANGE OF INSTRUMENT METHOD WITH BUYER'S BANK OR ALTERNATIVE TT PAYMENT OF \$350,000 PAID IF BUYER FAILED TO ISSUE INSTRUMENT WITHIN THE STIPULATED TIME FRAME, SELLER LOADS PRODUCT WITHIN 7 WORKING INTERNATIONAL DAYS AND SEND POP DOCUMENTS IN BUYER'S COMPANY NAME TO BUYER VIA BANK TO BANK AND A COPY VIA EMAIL TO BUYER AND REPRESENTATIVE. (8 SETS BELOW)

- A. CERTIFICATE OF INCORPORATION
- B. PRODUCT PASSPORT
- C. COMMERCIAL INVOICE
- D. COMPANY TAX PAYER CERTIFICATE
- E. FRESH Q&Q REPORT
- F. TANK RECEIPT
- G. Q88 AND QUALITY SPECIFICATION
- H. BILL OF LADING

7. BUYER NOTIFIES SELLER BY OFFICIAL WRITTEN NOTICE OF HIS BANK RECEIVING SELLER'S POP DOCUMENTS WHILST SELLER SENDS TO BUYER THE REGISTERED HARD COPY OF THE CONTRACT THROUGH COURIER SERVICE WITHIN 3 WORKING DAYS.

8. SHIPMENT COMMENCES AS SCHEDULED IN THE CONTRACT AND UPON ARRIVAL OF THE CARGO AT THE DISCHARGE PORT, BUYER'S INSPECTION TEAM CARRY OUT CIQ OR EQUIVALENT INSPECTION TO ASCERTAIN QUALITY AND QUANTITY.



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9. PRODUCT IS DISCHARGED AFTER SUCCESSFUL INSPECTION INTO BUYER'S STORAGE FACILITY, SELLER TRANSFERS TITLE OF OWNERSHIP TO BUYER, BUYER'S BANK RELEASE PAYMENT FOR TOTAL VALUE OF THE CHINA ENERGY TECHNOLOGY DEVELOPMENT PRODUCT TO SELLER'S BANK WITHIN 7 MAXIMUM 10 WORKING DAYS BY TT MT 103. SELLER SHALL PAY ALL PARTIES INVOLVED THEIR COMMISSION BY TT WITHIN 2 WORKING DAYS.

10. SECOND AND SUCCEEDING SHIPMENTS CONTINUES

CLAUSE 6 is left blank deliberately.

CLAUSE 7 - DELIVERY AND ACCEPTANCES

7.1. Delivery and acceptance of quantity of the Goods shall be executed in accordance with the requirements of the present Contract through transfer of the Bill of Lading to the Buyer.

7.2. The quality of the Goods delivered under the present Contract shall be indicated in the Quality Certificate issued by an independent surveyor (appointed surveyor company) at the port of loading.

7.3. Quantity and quality assessments of the Goods by the appointed Surveyor Company shall be carried out by the appointed surveyor in accordance with methods and procedures commonly used in the oil industry practice and accepted at the port of loading, and, however, at all times, shall strictly comply with the revised ASTM/IP International standards and procedures.

7.4. Latest revised edition of ASTM tables shall be used for conversion of observed volumes of the Goods to the volumes at the standard temperature and for conversion of volumes to weight.

7.5. Each tanker lot of the Goods shall be accompanied with the Full set of 3/3 clean on board bill of lading marked freight prepaid as per Charter Party. Each original to be hand signed by master

7.6. At the time of the vessel loading inspected samples shall be taken from the auto sampler or lot of the goods. Sampling shall be performed according to the standard procedure accepted at the given port. Samples taken in such manner shall be secured, put into boxes and sealed.

7.7. One part of each of these samples filled into not less than two bottles and sealed by the Seller or their appointed representative, shall be placed on board of the tanker under the care of the Vessel Master for delivery to the Buyer or his nominated representative at the port Of discharge. other part of the same samples filled into not less than two bottles shall be sealed by the Vessel Master and delivered to the Seller.

7.8. The samples taken in both such manner shall be considered as the inspected samples after the Loading.

CLAUSE 8 - DELIVERY ADVICE



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8.1. Seller should notify the buyer of the chartered ship's particulars (general dimensions, cargo system arrangement, maximum unloading capacity rate, cargo tanks capacities at 98% loaded, manifolds sizes and reductions available on board), her name, tonnage, flag, draught, on board quantities etc, and the service time over 15 years is unacceptable., also notify the buyer contact person of the shipping agent at the discharge port.

This information JA t be provided to the buyer at five (5) days after to the seller's vessel nomination, so as to assure compliance at the buyers discharge port.

8.2. Vessels chartered by Seller shall in all respects meet discharging port rules and regulations in terms of Sea worthiness, otherwise, or and any damages caused by non-compliance with such rules and regulations shall be imposed on the Seller.

8.3. Within 5 international bank working days after the seller loaded his vessel shall send the shipping advice to buyer and the agent by fax. The documents include:

1. Code of contract and copy of commercial invoice;
2. Original copy of inspection report for quantity and quality issued by SGS at loading port;
3. Name of vessel, voyage, name of loading port and date of departure;
4. Original copy of B/L, number and issue date;
5. Estimated date of arrival;
6. Insurance Company and policy number.

CLAUSE 9 - CLAIMS

9.1 If the quality or quantity of the goods at the discharging port inspected by CIQ does not conform to the Contract Specification, claims for quality or quantity shall be submitted to the Seller within 2 (two) month of the date of delivery. Any claim made after that the Seller shall not accept date, and the Buyer shall have no Right to resort to Arbitration.

9.2. The Buyer shall submit the following documents for claims consideration: Timesheet;

- 1 Copy of Notice of Readiness;
- 2 Bill of Lading photo copy plus one copy of original;
- 3 Certifications of quality and quantity issued from independence inspection organization;
- 4 Certificate of Origin;
- 5 Certificate of Unloading;
- 6 Act of flow-meter passing.

9.3. In case independent Inspection proves that the chemical composition of any consignment does not conform to the specification agreed in the present Contract, the Buyer shall accept such consignment with reduction in price as agreed by the Parties. If the Buyer fails to inform the Seller within 60 (sixty) calendar days of the date of arrival of the Goods to the port of dispatch in written form or (by fax) supplying all necessary copies of inspection reports proving inferior quality of the tanker lot as compared with the Quality Specification of the Goods set forth in this Contract, such tanker lot of the Goods shall be declared by the Seller as conforming to the agreed quality and no further claim shall be accepted from the Buyer for consideration.

9.4. If the Seller receives a written claim with respect to quality, quantity of a tanker lot of the Goods within the stipulated period of time in accordance with the terms of this Contract, he shall have the right to agree with the Buyer as regards the discount in the price for such lot of the Goods or other compensation not limited in the discount.

9.5. In the event of failure to deliver of a tanker lot of the Goods in the time period agreed by the Parties the Seller shall be liable for penalty payments at the rate of 0.3% (zero point three percent) of such tanker lot value per each day of delay. Total amount of penalty payments cannot exceed \$5/MT (two percent) of the non- delivered Goods value at which time a breach of Contract is declared automatically.



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9.6. Any penalties stipulated in the present Contract imposed on one of the Parties shall be paid to the damaged Party within 5 (five) international banking days of the date of acknowledged instance of according Contract breach.

CLAUSE 10 - FORCE MAJEURE

10.1. As regards the terms of delivery of the Goods under this Contract, the regulations of the International Chamber of Commerce, Paris, France shall apply to Force-majeure circumstances.

10.2. Neither of the Parties shall be liable for complete or partial non-performance of obligations, if such non-performance resulted from Force-majeure circumstances such as fires, floods, strikes, wars (whether wars declared or undeclared), riots, embargoes, accidents, restrictions imposed by any governmental authority (including protection, quotas, priorities, requisitions and price control) and any other circumstances which are beyond control of the contracting Parties and have arisen after conclusion of the present Contract.

10.3. If any of above mentioned circumstances directly affects performance of the obligations in the period of time determined by the present Contract, the time for performance of obligations shall be extended correspondingly by the period for which such Force-majeure circumstances persisted.

10.4. In the case the Force-majeure circumstances persist for more than 30 (thirty) days, the Parties shall have the right to cancel this Contract partially or completely. In this case neither of the Parties shall have the right to claim any compensation from the other Party for possible losses.

10.5. A certificate issued by the Chamber of Trade and Commerce of the corresponding country shall serve as a sufficient proof of approach and duration of the Force-majeure circumstances.

CLAUSE 11 - ARBITRATION

11.1. The present Contract is a purely commercial deal concluded in accordance with International rules related to preparations, interpretation, execution of legality and any other issues regarding performance of the present Contract including customary norms of honesty, confidentiality adopted by the International Chamber of Commerce (ICC), Paris as well as temporary suspension of deliveries due to force-majeure circumstances. Should the Parties fail to reach an agreement as regards any aspect of performance of the present Contract the Parties agree to submit the matter to Arbitration Court.

11.2. All disputes or controversies which may arise out of the present Contract shall be settled at the Arbitration Court in accordance with the rules and procedures of the stated Arbitration Court. Decision of the stated Arbitration Court shall be final and binding upon both Parties.

CLAUSE 12 - ORDER OF ASSIGNMENT

12.1. The property and risk on the product shall pass to the Buyer as the product passes Vessel's first (1st) Permanent crane at discharge port.

12.2. The Parties may assign their rights and responsibilities under the present Contract to third parties only upon written approval of the other Party.

CLAUSE 13 - SPECIAL CONDITIONS

13.1. The Parties hereby agree that all terms, which are not specifically confirmed and agreed upon in this Contract; have to be referred to the general rules of the ICC INCOTERMS Edition 2000 with latest amendments.



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CLAUSE 14 - CONTRACTUAL VALIDITY PERIOD

14.1. The present Contract comes into force on the day of its signing by the Parties and shall remain valid until full settlement in respect to the contractual deliveries and payment.

CLAUSE 15 - OTHER CONDITIONS

15.1. After the present Contract signing all previous negotiations and correspondence between the Parties shall become null and void.

15.2. Any written alterations and appendices to this Contract shall be valid only if they are signed by both parties.

15.3. All signed Appendices and Additions are an integral part of the present Contract.

15.4. Except for the cases, expressly stipulated in the present Contract, neither of the Parties should bear responsibility for indirect losses, which have arisen as a result of performance (non-performance) of the obligations under the present Contract.

15.5. All taxes, customs and other duties connected with performance of this Contract levied before the point of receipt of the Goods (par. 1.1.) shall be paid by the Seller.

15.6. All taxes and duties levied after the point of receipt (par. 1.1) shall be paid by the Buyer.

15.7. The original of this Contract exists in English and Russian languages in six copies, three for the Buyer & three for the Seller, all having equal legal power

15.8. Coordination of terms of the present Contract made in writing and verified by signatures and seals of the Parties' representatives shall be acceptable.

15.9. Grammar mistakes and misprints, if such are present, shall not be considered as contradictions.

15.10. Any information contained herein constitutes a commercial secret, shall be kept confidential and shall not be disclosed by the Parties

ANNEX A



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PARAMETER	UNIT	QUANTITY
SPHERICAL SHAPE		GRANULES
MELTING POINT	*C	AROUND 132
MOLECULAR WEIGHT	AMU	60
TOTAL NITROGEN	%WT	46 MIN
BIURET CONTENT	%WT	1% MAX
FORMALADEHHYDE	%WT	0.45 MIN
CRUSHING STRENGTH	KG	2 MIN
MOISTURE	%WT	0.5 MAX
PARTICLE SIZE	%WT	2 -4 MM MIN 90% >4 MM MAX 7%
PACKING	KG	50 KG 1000 KG

DELIVERY SCHEDULES

Delivery Period:	Quantity (MT)	Transport Condition
OCTOBER 2019	100,000MT	2 x Vessel
NOVEMBER 2019	100,000MT	2 x Vessel
DECEMBER 2019	100,000MT	2 x Vessel
JANUARY 2020	100,000MT	2 x Vessel
FEBRAURY 2020	100,000MT	2 x Vessel
MARCH 2020	100,000MT	2 x Vessel
APRIL 2020	100,000MT	2 x Vessel
MAY 2020	100,000MT	2 x Vessel
JUNE 2020	100,000MT	2 x Vessel
JULY 2020	100,000MT	2 x Vessel
AUGUST 2020	100,000MT	2 x Vessel
SEPTEMBER 2020	100,000MT	2 x Vessel

TOTAL QUANTITY

1,200,000MT (For 12 months)

OCTOBER 2019 ~ SEPTEMBER 2020



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СЛУЖБА ЗАМЕСТИТЕЛЯ ГЕНЕРАЛЬНОГО ДИРЕКТОРА
ПО МАТЕРИАЛЬНО-ТЕХНИЧЕСКОМУ ОБЕСПЕЧЕНИЮ,
ТРАНСПОРТУ И ОБЩИМ ВОПРОСАМ

Legal address: 681007, KHABAROVSK TERRITORY, KOMSOMOLSK-ON-AMUR CITY,
LENINGRAD STREET, 115 GPS coordinates: 50.614125,137.06403

E-mail: knpz@rosneft.ru

Tel: (+7) 495-7408123

Fax: (+7) 421 722 2988

ИНН: 2703032881

КПП: 270301001

КПО: 74558829

ОГРН: 1052740255358

BUYER'S BANK COORDINATES INFORMATION

BANK NAME:

SWIFT CODE:

ADDRESS:

ACCOUNT NAME:

ACCOUNT NUMBER:

BANK TEL:

BANK FAX:

BANK OFFICER NAME:

OFFICIAL EMAIL:

BUYER'S BANK (Issuing of banking instrument)

BANK NAME:

ADDRESS:

Swift (code):

ACCOUNT NAME:

ACCOUNT NUMBER:

PHONE NUMBER:

BUYER'S COMPANY INFORMATION

BUYER –

Email:

SELLERS BANKING INFORMATION

BANK NAME: PT BANK RAKYAT INDONESIA(PERSERO) TBK

SWIFT CODE: BRINIDJA

BANK ADDRESS: PLAZA PONDOK GEDE RUKO BLOK C NO 23-25 JI RAYA PONDOK GEDE BEKASI

ACCOUNT NAME: PT ARYA ANUGERAH PRASETIA

ADDRESS: JL.KH YUSUF RAYA BLOK A NO.8 DEPOK-JAWA BARAT

ACCOUNT NUMBER: 0385-01-000388-30-5

BANK TEL: 021 84938476

FAX: 021 84938480

BANK OFFICER NAME: ROMA DANI SETYA IRAWAN

OFFICIAL EMAIL: romadani.setya@corp.bri.co.id



ОБЩЕСТВО С ОГРАНИЧЕННОЙ ОТВЕТСТВЕННОСТЬЮ
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ООО «СТС Логистикс Брокер»

Legal address: 681007, KHABAROVSK TERRITORY, KOMSOMOLSK-ON-AMUR CITY,
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SELLER'S INFORMATION

Company Name: RN KOMSOMOLSK REFINERY
Contract Person: Head of Sales and Export: Mr. Alexander Istamgulov
Address: 681007, KHABAROVSK TERRITORY, KOMSOMOLSK-ON-AMUR CITY, LENINGRAD STREET, 115
Telephone: (+7) 495-7408123
E-mail: knpz@rosneft.ru

If the above negotiation terms and working procedures are accepted by your company, kindly sign and stamp this document and return it back to us before the expiration date to enable us approve it and immediately proceed further as soon as possible.

SELLER SEAL

BUYER SIGNATURE:

Mr. Alexander Istamgulov
RN- KOMSOMOLSK REFINERY
Head of Sales and Export

ANNEX "B"

SHIPPING CONTRACT CONFIRMATION:

This is to certify that we RN- KOMSOMOLSK REFINERY do have in place a contract of a freight agreement for shipment and safe delivery of RUSSIA UREA 46N of 100,000 MT first shipments, continue by same lot shipments for 12 consecutive month's contract with possible roll and extension. Total/Contract Quantity: 1,200,000MT (For 12 months) With to assist RN- KOMSOMOLSK REFINERY to deliver product in a timely and efficient manner 100,000MT as specified in this sales Purchase agreement Contract Ref RNK/JOIMSB /PKP/STOG/SPA-285234179/UR/RU between RN- KOMSOMOLSK REFINERY /



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Annex "C"

FINANCIAL SBLC (BRI as RECEIVER)

27: Sequence of Total
1/1
20: Transaction
Reference Number SB-123456
(sbhc number)

1. Further Identification
ISSUE

40C: Applicable Rules

OTHR

77C: Details of
Guarantee TO:

PT. BANK RAKYAT INDONESIA
(PERSERO), TBK (BRINIDJAXXX)

ATTN: GUARANTEE
DEPT BRI KCK BRANCH

JL. JEND. SUDIRMAN KAV
44-46 JAKARTA PUSAT
10210

DATE OF ISSUE: dd/mm/yyyy

DATE OF EXPIRY: dd/mm/yyyy

1. WITH REFERENCE TO THE FACILITY THAT YOU HAVE GRANTED TO (name of applicant) FACILITIES, HAVING ITS REGISTERED ADDRESS AT (insert full address) HEREIN AFTER CALLED THE APPLICANT, WE HEREBY ISSUE OUR IRREVOCABLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT ('SBLC') NO. SB-123456 (sbhc number) FOR MAXIMAL AMOUNT NOT EXCEEDING OF USD 00,000,000 (UNITED STATES DOLLAR MILLION) (amount of sbhc), TO YOU, PT. BANK RAKYAT INDONESIA KCK BRANCH, HAVING REGISTERED OFFICE AT JL. JEND. SUDIRMAN KAV 44-46 JAKARTA PUSAT, 10210 ("BENEFICIARY").

2. THIS SBLC IS ISSUED IN ORDER TO SECURE ALL PAYMENT OBLIGATION OF PT. ARYA ANUGERAH PRASETIA CQ. MR. IWAN SETIAWAN, DOMICILE IN DEPOK, JAWA BARAT, INDONESIA, HAVING ITS REGISTERED OFFICE AT PESONA KHAYANGAN MUNGIL 1, JL. KHM. YUSUF RAYA, BLOK A. NO. 8, MEKAR JAYA, SUKMAJAYA, KOTA DEPOK, JAWA BARAT 16411, INDONESIA ("THE BORROWER") TO YOU UNDER YOUR BANKING FACILITIES TO THE BORROWER IN RESPECT OF (insert the financing purpose).

3. THIS SBLC CAN BE DRAWN IN CONDITION, THE BORROWER FAILS TO PERFORM HIS OBLIGATION (S) UNDER THE BANK CREDIT AGREEMENT NO. (NUMBER FROM BRI) THAT ENTERED BETWEEN YOU AND THE BORROWER ("AGREEMENT"). FUNDS UNDER THIS SBLC ARE AVAILABLE AGAINST PRESENTATION OF THE FOLLOWING DOCUMENT:

+ YOUR AUTHENTICATED SWIFT MESSAGE CERTIFYING THAT THE BORROWER, HAS FAILED TO FULFILL HIS OBLIGATION (S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ABOVE CREDIT AGREEMENT OR FAILED TO PAY YOU THEIR INDEBTEDNESS AND HAS BEEN DUE TO YOU.

4. ALL PAYMENT MADE BY US SHALL BE MADE FREE AND CLEAR OF AND WITHOUT DEDUCTION FOR ANY PRESENT OR FUTURE TAXES IMPOSED. IF WE SHALL BE REQUIRED BY LAW TO MAKE ANY SUCH DEDUCTION FROM ANY PAYMENT HEREUNDER, THE SUM PAYABLE BY US SHALL BE INCREASE AS MAY BE NECESSARY SO THAT AFTER MAKING ALL REQUIRED DEDUCTIONS (INCLUDING DEDUCTIONS APPLICABLE TO ADDITIONAL SUMS PAYABLE UNDER THIS PROVISION) YOU RECEIVED AN AMOUNT EQUAL TO WHAT IT WOULD HAVE RECEIVED HAD NO SUCH DEDUCTION BEEN MADE AND FREE OF ANY SET-OFF OR COUNTERCLAIM.



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WE ENGAGE WITH YOU THAT DEMAND FOR PAYMENT VIA AUTHENTICATED SWIFT UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS SBLC SHALL BE HONORED ON DUE PRESENTATION TO US WITHIN 3 (THREE) BANKING DAYS SINCE YOUR FIRST DEMAND TO YOUR DESIGNATED ACCOUNT IN ACCORDANCE TO YOUR INSTRUCTIONS WITHOUT ASKING FOR PROOF OF THE EXISTENCE OF BREACH AND/OR NEGLIGENCE EVENT AGAINST THE CONTRACT OR AGREEMENT AFTER.

5. THIS SBLC IS VALID FROM (effective date) TO (expiry date) ("THE EXPIRY DATE"). CLAIMS, IF ANY, MUST BE RECEIVED BY US WITHIN 15 (FIFTEEN) CALENDAR DAYS AFTER THE EXPIRY DATE, AFTER WHICH THIS SBLC WILL EXPIRE AUTOMATICALLY AND BE RENDERED NULL AND VOID. ALL DOCUMENTS WILL BE ADDRESS TO (issuing bank's address).
6. THIS SBLC WILL NOT BE DISCHARGED, RELEASED OR EFFETED BU ANY AMENDMENTS.
7. PARTIAL DRAWING UNDER THIS SBLC IS ALLOWED.
8. THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ISP98 ICC PUBLICATION NO. 590.

