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**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT
(NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

Contract No	UFA/KHNL/D2/305/2010
Seller's Code :	REF CODE NO:UFA#JSC-008H
Buyer's Code :	
Type of Deal :	12 x 2'200'000 MT
Product :	Diesel D2 Gas Oil
Product Origin :	RUSSIA
Contract Quantity :	2'200'000MT X 12 MONTHS CONTRACT
Contract Period :	12 MONTHS CONTRACT
Delivery Terms :	CIF ROTTERDAM & LAGOS NIGERIA
Price and Commission :	CIF 290 USDollar and 10 USDollar Commission
Seller's Name :	UFA REFINERY JSC
Seller's side Representative :	
Buyer's Name :	KINGS HIGHWAY NIGERIA LTD
Buyer's side Representative :	BABATUNDE OGUNJOBI
Contract Date :	23.09.2010

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)	IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
<p>WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.</p> <p>WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").</p> <p>NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is</p>	<p>We, the undersigned herewith referred as the BUYER, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay all intermediaries and fee holders at the same time and in a manner as the seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in this contract.</p> <p>We, the BUYER, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the beneficiaries named below; furthermore, We, the BUYER, confirm that all pay orders shall automatically transfer funds as directed into each beneficiary's designated bank account within 1 (one) day after the date of closing and completion of each and every shipment of the product during the contract term plus any/or extensions and rollover of the specified contract. For the purpose of clarity, we confirm that the closing and completion of each and every shipment shall be deemed to take place when the letter of credit issued by the</p>



acknowledged hereby, the parties hereby agree as follows:

1. **TERMS AND CONDITIONS**

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the
- F. Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- G. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any

BUYER has been drawn down at the counters of the issuing bank.

We, the BUYER, agree to provide all beneficiaries with **written evidence** of the pay orders lodged with our bank together with acknowledgements of their acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgement of this instruction as set out in the annex. Forming part of this agreement. It is understood that for the purposes of this Master Fee Protection Agreement, our bank shall be the same bank and this IMFPA acts as an integral part of it.

We, the Buyer, agree that the terms of Purchase and Sale of the Commodity shall be as per Contract between (as SELLER) and (as BUYER). Beneficiaries named below under Seller side beneficiary and Buyer side beneficiary are respectively acting strictly as their Agents / Mandates and or Intermediaries. Agents / Mandates and or Intermediaries shall have no liability whatsoever towards the Seller and/or Buyer (and their respective Agents or intermediaries) on account of default under the contract by Seller and/or Buyer. Agents/ Mandates and or Intermediaries or their officers, partners, directors and employees shall not be liable under any theory of contract, strict liability, negligence, misrepresentation or other legal equitable theory for any loss of damage of any nature incurred by Buyer and/or Seller and their respective Mandate/Agents or intermediaries in the performance of the contract(s) between Buyer and Seller. Agents / Mandates and or Intermediaries shall not be liable to Buyer and/or Seller and their respective Mandate/Agents or intermediaries for any special, incidental or consequential (indirect) or contingent damages, such as but not limited to, loss of profit, loss of opportunity, loss of business, etc.

We the undersigned being the **BUYER** or the Buyer's named legally authorized representative as stated within the signed and legally binding main transaction, contract unconditionally agree and undertake to approve and originate all payments in **USD currency** to all beneficiaries named below as their rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for each named beneficiary as set out below:-

TOTAL COMMISSION US\$ 10.00 per MT SHALL BE PAID BY THE BUYER and THE SELLER AS FOLLOWS:-

Seller Mandate US\$5.00/MT as contract condition
Buyer Side US\$5.00MT as contract condition

TERM & CONDITIONS:

This master fee protection agreement covers the initial contract and shall include any renewals, extensions, rollovers, additions or any new or transfer contract any how originated from this transaction because of the above intermediaries or changing codes of the initial contract entered into between the **BUYER** and **SELLER**.



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and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

- H. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union Country's, USA Courts**, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.
- J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing**.

2. **AGREEMENT TO TERMS**

- A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.
- B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

This master fee protection agreement and any subsequently issued pay orders shall be assignable, transferable and divisible and shall not be amended without the express written and notarized consent of the receiving beneficiary. All parties agree neither to circumvent nor to attempt circumvent either for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.

All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed and in any number of counterparts all of which shall be taken together and shall constitute as being one and the same instrument.

Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.

Furthermore, we agree that any and all commissions due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.

PARTIAL INVALIDITY:

The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.

GOVERNING LAW AND JURISDICTION:

This document shall be governed and construed in accordance with current English or **I.C.C 400/500/600** signed between partners NCND laws.

ARBITRATION:

All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration centre (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply.

This document is signed and accepted by parties named below as to be included in the main contract.



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“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

1. **EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-
Incorporate **U.S. Public Law 106-229**, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. **ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.



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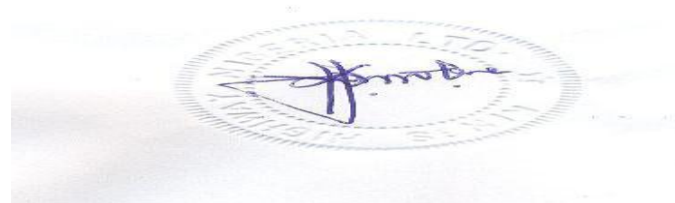
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

THE BUYER

NAME :	OLAYINKA OMOLERE	ACCEPTED BY US WITH BELOW BANK DETAILS	
Passport # :	A 01775235	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX
Nationality :	NIGERIAN	Account Name :	KINGS HIGHWAY NIG LTD
Company Name :	KINGS HIGHWAY NIG LTD	Bank Account # :	05708360201
Designation :	VICE CHAIRMAN/CEO	Bank Name :	STANDARD CHARTERED BANK NIGERIA LTD
Address :	PLOT 8 & 10 KINGSLEY OSUH AVENUE, HARMONY ESTATE, LANGBASA OFF AJAH, LEKKI. LAGOS. NIGERIA	Bank Address :	IKOTA SHOPPING COMPLEX, AJAH, LEKKI, LAGOS
Telephone # :	+234 - 702 613 4238	Swift Code :	SCBLNGLA
Fax # :	efax - 44 705 360 1391	ABA / Routing # :	IBAN GB22
Mobile # :	+234 803 304 3172	Bank Officer :	ADEYINKA TINUADE
Email Address :	Olayinka.omolere@gmail.com & kingshighwayng@yahoo.com	Bank Telephone # :	+234 1 461 3690
Web Address :		Bank Fax # :	+234 1 451 3691
Today's Date :	September 23, 2010.	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX

SIGNATURE & SEAL





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**NON-CIRCUMVENTION, NON-DISCLOSURE &
WORKING AGREEMENT (NCNDA)**

**IRREVOCABLE MASTER FEE PROTECTION
AGREEMENT (IMFPA)**

THE SELLER

NAME :	Anatoly.M.Sukhorukov	ACCEPTED BY US WITH BELOW BANK DETAILS	
Passport # :	55N ^o 9723499		
Nationality :	Russia	Account Name :	UFA REF JSC
Company Name :	UFA REFINERY JSC	Bank Account :	40817840104260004216
Designation :	CEO	Bank Name :	VTB BANK
Address :	109429,kapotnya,2 Kvartal 1/3 Moscow,Russia	Bank Address :	NO, 43 VORONTSOVSKAYA STREET, MOSCOW, 109044, RUSSIA.
Telephone # :	+7(495)-6277-356	Swift Code :	CBGURUMM
Fax # :	+7(495)-6277-356	Bank Officer :	VLADIMIROVICH .S. BORIS
Mobile # :	+	Bank Email	jscvtbank@bk.ru
Email Address :	director@ufarefinery.ru company@ufarefinery.ru		
Web Address :			
Today's Date :	23th /09/2010		






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**IRREVOCABLE MASTER FEE PROTECTION
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BUYERS Paymaster 1

NAME :	Bley Bernard	Commission :	Total US\$ 2.50/MT
Passport # :	1790030789	Beneficiary's Name :	Bley Bernard
Nationality :	Deutsch	Account Name :	DE97280200503224223200
Company Name :	Bley	Account # :	3224223200
Designation :		Bank Name :	Oldenburgische Landesbank
Address :	Schaulenborg 28 49696 Peheim	Bank Address :	Cloppenburgerstr.12 49696 Molbergen
Telephone # :	+0174-1797797	Swift Code :	OLBODEH2XXX
Fax # :	+	ABA / Routing # :	
Mobile # :	+0174-1797797	Bank Officer :	
Email Address :	ble-bern@ewetel.net	Bank Telephone # :	+04475-95900-0
Today's Date :	23.09.2010	Bank Fax # :	+04475-95900-29
SIGNATURE & SEAL	BernardBley Schaulenborg 28 D-49696 Peheim 		



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IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

SELLERS Paymaster

NAME :	Samir Kewargis	Commission :	Total US\$ 5.00 MT
Passport # :	ZOR5CMPN8	Beneficiary's Name :	Samir Kewargis
Nationality :	Iraqi	Account Name :	Samir Kewargis, KA Expim
Company Name :	KA Expim Samir Kewargis	Account # :	DE90820510000163005656
Designation :	General Direction	Bank Name :	Sparkasse Mitteltuehringen
Address :	Bertuchstrasse 34 99423 Weimar	Bank Address :	Anger 25/26 99084 Erfurt
Telephone # :	+49 3643 85 70 87	Swift – BIC Code :	HELADEF1WEM
Fax # :	+49 3643 85 70 86	Bank Officer :	Robert Kindervater
Mobile # :	+49 176 811 83 051	Bank Telephone # :	+49 3643 236 19 713
Email Address :	skewargis@web.de	Bank Fax # :	+49 3643 236 48 709

Today's Date : 23.09.2010

XXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

SIGNATURE & SEAL





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NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

Buyers Paymaster 2

NAME :	Babatunde Ogunjobi	Commission	Total US\$ 2,50/MT
Passport # :	A01264071	Beneficiary's Name :	Babatunde Ogunjobi
Nationality :	Nigerian	Account Name :	DE93505400280421687500
Company Name :	Cruise Energy	Account # :	421687500
Designation :	CEO	Bank Name :	Commerzbank AG
Address :	Hanauer Landstrasse 129, 60314 Frankfurt/Main	Bank Address :	Kaiserstrasse 74, 63065 Offenbach / Main
Telephone # :	+49 69 – 577 088 59	Swift Code :	COBADEFFXXX
Fax # :	+49 69 – 577 088 60	Bank Officer :	Wolfgang Gross
Mobile # :	+49 160 5930128	Bank Telephone # :	+49 69 82001-0
Email Address :	bogunjobi@cruiseenergy.com	Bank Fax # :	+49 69 82001-292
Today's Date :	23.09.2010	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX



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SIGNATURE & SEAL

[Handwritten signature]
B. 26 June 2010

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE

Text Message: *The S.W.I.F.T. 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 BUYER'S OR SELLER'S CODE: "XXXXXXXXXXXX/XXXXXXXXXX", FOR SAME DAY SETTLEMENT."

NOTE:

THE BENEFICIARIES SHALL HAVE THE ABSOLUTE RIGHT TO AMEND OR ALTER HIS RECEIVING BANK AT ANY TIME THROUGHOUT THE DURATION OF THE CONTRACT BY GIVING NOTE IN WRITING TO THE PAYEE OF HIS REQUIREMENT TO CHANGE RECEIVING BANK.

NOTARY PUBLIC

ON THISDAY .

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MR. _____, **HOLDING PASSPORT NO.** _____, **C.E.O. OF** _____ & _____ LTD., TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

MY COMMISSION EXPIRES: _____

_____[SEAL]

NOTARY PUBLIC



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Bank Endorsement

This irrevocable payment order has been lodged with us and will be executed as per instructions above.

1st Bank Officer

Name:

Title:

Pin Number:

Bank Name:

Seal:

Date:, 2010

2nd Bank Officer

Name:

Title:

Pin Number:

Bank Name:

Seal:

Date:....., 2010

END OF DOCUMENT