1. When is substitution of various prods advised?

CRUDE OIL PROCESSING AGREEMENT

BETWEEN

PIPELINES AND PRODUCTS MARKETING COMPANY LIMITED (PPMC)

AND

SOCIETE IVOIRIENNE DE RAFFINAGE (S.I.R.)

ARTICLE 1 - DEFINITIONS 5

ARTICLE 2 - DURATION 9

ARTICLE 3 - DELIVERY OBLIGATIONS 10

ARTICLE 4 - PROCESSING LEVELS 11

ARTICLE 5 - TYPE AND QUALITY OF CRUDE OIL 12

ARTICLE 6 – REFINED PRODUCTS YIELDS 13

ARTICLE 7 – REFINED PRODUCTS SPECIFICATION 14

ARTICLE 8 - PROCESSING FEES AND FREIGHT COSTS 14

ARTICLE 9 - TAXES AND OTHER CHARGES 16

ARTICLE 10 - PAYMENTS 16

ARTICLE 11 - CRUDE OIL DELIVERY AND NOMINATION PROCEDURE 18

ARTICLE 12 – REFINED PRODUCTS LIFTING SCHEDULE, REFINED PRODUCTS BUY – BACK AND PRE-LIFTING 19

ARTICLE 13 - REFINED PRODUCTS PRICING 25

ARTICLE 14 - BERTH, DISCHARGE AND LOADING CONDITIONS, AND DEMURRAGE 28

ARTICLE 15 - FINAL SETTLEMENT AND RECONCILIATION 30

ARTICLE 16 - TITLE AND RISK OF LOSS 31

ARTICLE 17 - CRUDE OIL & REFINED PRODUCTS QUANTITY AND QUALITY DETERMINATION 32

ARTICLE 18 - AUDITING 35

ARTICLE 19 - SUSPENSION AND TERMINATION 36

ARTICLE 20 - CREDIT CONDITIONS 38

ARTICLE 21 - FORCE MAJEURE 38

ARTICLE 22 – GOVERNING LAW AND ARBITRATION 40

ARTICLE 23 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PPMC 41

ARTICLE 24 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF COMPANY 43

ARTICLE 25 - SAFETY AND HEALTH 45

ARTICLE 26 - ASSIGNMENT 45

ARTICLE 27 - STATEMENTS 46

ARTICLE 28 - TRADE CONTROLS AND BOYCOTTS 46

ARTICLE 29 - FACILITATION PAYMENTS AND ANTI-CORRUPTION 47

ARTICLE 30 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS 49

ARTICLE 31 - LIABILITIES 49

ARTICLE 32 –EXCHANGE OF INFORMATION AND CONFIDENTIALITY 51

ARTICLE 33 - MISCELLANEOUS 51

APPENDIX 1-REFINERY LOCATION 56

APPENDIX 2-GASOLINE SPECIFICATION 57

APPENDIX 3 – KEROSENE SPECIFICATION 58

APPENDIX 4 – GASOIL SPECIFICATION 59

APPENDIX 5 – IRREVOCABLE AND REVOLVING STAND-BY LETTER OF CREDIT 59

THIS AGREEMENT is made this .... day of ....2010 between **PIPELINES AND PRODUCTS MARKETING COMPANY LIMITED**, a company incorporated under the laws of the Federal Republic of Nigeria, and having its head office at PPMC Towers, Herbert Macaulay Way, Central Business District, Abuja, Nigeria (hereinafter called PPMC) which shall include its successors in title and assigns of the one part;

And

SOCIETE IVOIRIENNE DE RAFFINAGE (S.I.R.), a company incorporated under the laws of Cote d'Ivoire whose registered office is at Boulevard de Petit-Bassam, Commune de PORT-BOUET, Abidjan, Cote D'Ivoire, (hereinafter called COMPANY) which shall include its successors in title and assigns of the other part.

WHEREAS:

1. PPMC has an allocation of Crude Oil for purposes of processing into Refined Products for domestic utilization and currently imports Refined Products into Nigeria.

2. PPMC wishes to deliver Crude Oil on the basis of FOB (as such term is defined under INCO Terms 2000 or as subsequently amended, except as modified by this Agreement where in the case of conflict, the terms of this Agreement shall prevail) at the Load Port in Nigeria to COMPANY for purposes of processing offshore Nigeria and to receive from the COMPANY at the Discharge Port Refined Products for use in Nigeria.

PMC => CRUDE => PRODS -

3. COMPANY has represented that it has ownership of and operates a Refinery which it shall make available for purposes of processing the Crude Oil delivered by PPMC under the terms as stated hereunder.

Now, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Where used in this Agreement, except as otherwise required by the context, the words defined in the following sections of this Article 1 shall have the meanings respectively ascribed thereto.

(i) "Affiliate" or "Subsidiary" shall mean a legal entity which directly or indirectly owns a Party (Parent), or which is directly or indirectly owned by a Party. Ownership means the ownership, directly or indirectly, through one or more intermediaries, of more than fifty (50) percent of the issued shares or voting rights in a company, partnership, or legal entity.

(ii) "API" shall mean the American Petroleum Institute.

(iii) "ASTM" shall mean the American Society for Testing and Materials.

(iv) "Barrel" shall mean a barrel of forty-two U.S. gallons measured at 60 degrees Fahrenheit, and "B/CD", shall mean Barrels per calendar day.

(v) "Business Day" shall mean a day when banks are open for general business in Abuja and London.

(vi) "Crude Oil" shall mean the Crude Oil specified in Article 5 hereof, or raw materials which can be considered technically and commercially as Crude Oil.

(vii) "Discharge Port" shall mean the berth, dock, anchorage, submarine line, single point or single berth mooring facility, offshore location, alongside

Vessels or lighters or any other place in Nigeria at which the Refined Products to be delivered under this Agreement will be discharged.

(viii) "Dollar", ``USD" and the symbol ``$" shall refer to the United States Dollar.

(ix) "Environmental Laws" shall mean all Laws and Regulations within the jurisdiction of the location of the Refineries and Refinery Facilities which involve, relate to, or affect the environment in any way, including, but not limited to, those which purport to govern air emissions, water discharges, spills, hazardous or toxic substances, solid or hazardous waste, and occupational health and safety, as may be amended from time to time.

(x) "Gallon" shall mean a U.S. standard gallon of 231 cubic inches at 60 degrees Fahrenheit.

(xi) "Governmental Authority" shall mean any federal, state, or local governmental body or agency or subdivision thereof, including, but not limited to, any legislative, administrative, or judicial body which has jurisdiction to exercise authority or control over PPMC and /or COMPANY over all or any part of the transactions and services to be performed under this Agreement.

(xii) "Independent Inspector" shall mean a licensed person or entity which will perform sampling, quality analysis, and quantity determination of Crude Oil at the Load Port and Refined Products at the at the Discharge Port.

(xiii) "Laws and Regulations" shall mean all applicable treaties, statutes, regulations, codes, laws, ordinances, licenses, decisions, orders of any compliance requirements (a) which apply to the Refineries and the Refinery Facilities or to the Load Port and Discharge Port or to the performance of either Party of any obligation under this Agreement, or (b) which may be enforced or issued by any Governmental Authority having jurisdiction over the operations of the Refineries and/or the Refinery Facilities.

(xiv) "Lay time" shall mean the time allowed for loading or discharging a Vessel as the case may be as set out in Article 14.

(xv) "Liabilities" shall mean losses, claims, charges, damages, deficiencies, assessments, interests, penalties, costs, and expenses of any kind (including, without limitation, related attorneys' fees and other fees, court costs, and other disbursements), whether directly or indirectly arising out of or related to any suit, proceeding, judgment, settlement or judicial or administrative order.

(xvi) "Load Port" shall mean the berth, dock, anchorage, submarine line, single point or single berth mooring facility, off shore location, alongside Vessels or lighters or any other place at which the Crude Oil to be delivered under this Agreement is to be loaded.

(xvii) "NSV" shall mean the net standard volume of Crude Oil reduced to a standard temperature of 60 Fahrenheit and expressed in Barrels. The net standard volume is the volume of Crude Oil after all free water, water in suspension, and sediments have been deducted.

(xviii) "Part Cargo" shall mean when a cargo is discharged in more than one discharge port.

(xix) "Party" shall mean PPMC or COMPANY and "Parties" shall mean both PPMC and the COMPANY.

(xx) "Refined Product(s)" shall mean any finished petroleum products (liquid or gas) described in Articles 7 and 12 of this Agreement and any petroleum material or component which at any time are determined to be Refined Product pursuant to the provisions of Articles 7 and 12 hereto.

(xxi) "Refinery" ' shall mean refinery wholly or partly owned by and operated by COMPANY and designated for purposes of processing Crude Oil under this Agreement as described in Appendix 1.

(xxii) "Refinery Facilities" shall mean all the facilities at the relevant Refinery or any associated or adjacent facility, operated by COMPANY including, the Refinery, Crude Oil receiving facilities, and Refined Products delivery facilities, pipelines, storage tanks and any blending facilities within or outside the Refinery .

(xxii) "Taxes" shall mean any and all federal, state, and local taxes, duties, fees, charges, and dues applicable to Crude Oil and Refined Products, including without limitation, loading fees, sales and use taxes, ad valorem taxes, except for taxes on income.

(xxiii) "TCV" shall mean the total calculated volume of Crude Oil reduced to a standard temperature of 60</p> Fahrenheit and expressed in Barrels. The total calculated volume is inclusive of all free water, water in suspension, and sediments.

(xxiv) "Vessel" shall mean any vessel provided by the COMPANY for purposes of delivery of Crude Oil or Refined Products cargoes pursuant to the terms of this Agreement.

ARTICLE 2 - DURATION

(i) Notwithstanding the date of execution of this Agreement unless otherwise terminated pursuant to the provisions of Article 19, this Agreement shall be valid for a period of twelve (12) months commencing from 4th October, 2010 and shall expire on 3rd October 2011.

(ii) The Parties shall meet at least ninety (90) calendar days prior to the expiry of this Agreement to agree on the terms and conditions for any extended period. If the Parties fail to agree on the terms of the extension within the ninety (90) days period, this Agreement will terminate as stated in sub-Article (i) above.

(iii) PPMC shall deliver to COMPANY a quantity of 60,000 thousand (sixty thousand) Barrels of Crude Oil per day plus or minus 5% prior to the date of the expiration of the Agreement as stated in Article 2(i) provided, however, that PPMC shall be relieved of the obligation to deliver the agreed quantity in the event of an early termination of this Agreement pursuant to the provisions of this Agreement, or if the Parties shall agree to a reduction in the agreed quantity.

(iv) Notwithstanding the expiry date of this Agreement and subject to Article 12 (Product Lifting Schedule), COMPANY shall subject to a minimum cargo size of 30,000 metric tons plus or minus 10% deliver all Refined Products to PPMC which it is entitled under this Agreement within two (2) months from the bill of lading date of each Crude Oil delivery. If, after the expiry date of this Agreement, there remains less than 15,000 metric tons of Refined Products due to be delivered by COMPANY to PPMC, COMPANY shall in lieu of and in full satisfaction of its remaining delivery obligation make a payment to PPMC for an amount that is determined by reference to the quantity of the relevant Refined Products and the applicable pricing formula as set out in Article 13 below.

ARTICLE 3 - DELIVERY OBLIGATIONS

(i) **CRUDE OIL**

PPMC agrees to deliver to COMPANY, on the basis of FOB at the Load Port in Nigeria, evenly over the duration of this Agreement 60,000 Barrels per calendar day of one or more of the grades of Crude Oil at the nominated Load Port in Nigeria, and in the parcel sizes specified against each Crude Oil grade as set out in Article 5 below.

The delivery of Crude Oil shall be FOB at the Load Port in Nigeria.

PPMC may only substitute alternate Crude Oil upon mutual agreement of the Parties.

(ii) Refined Products

Other than as provided in Article 3 (iii), COMPANY hereby agrees to deliver in accordance with the provisions of Article 12 below, Refined Products to PPMC at the Discharge Port in Nigeria on basis of FOB (as such term is defined by INCO Terms 2000 or as subsequently amended, except as modified by this Agreement where in the case of conflict the terms of this Agreement shall prevail) in parcels of 30,000 to 60,000 metric tonnes plus or minus 10%. The quantities of Refined Products to be delivered by COMPANY under this Agreement shall be based on the processing yields of the relevant cargo of Crude Oil delivered by PPMC to the COMPANY as stated in Article 6.

(iii) Refined Products Conversion

In lieu and in discharge of the COMPANY's delivery obligation in respect of LPG, VGO and Fuel Oil, COMPANY shall pay to PPMC for the relevant quantities of these Refined Products produced from the grade of Crude Oil delivered to the designated Refinery valued in accordance with the terms of Articles 13 (i), 13 (ii) and 13 (vi) respectively.

LPG
VGO
FUEL.

ARTICLE 4 - PROCESSING LEVELS

(i) The quantity of Crude Oil to be processed by COMPANY for PPMC in the Refinery during the period of this Agreement shall average 60,000 Barrels ~1.8mb per calendar day over the course of each month. Actual daily run rates may be lower or higher subject to the Refinery's operational tolerance.

(ii) COMPANY shall provide PPMC on a monthly basis, or at such other intervals as the Parties may mutually agree, a consolidated material balance showing actual Crude Oil receipts and Refined Products deliveries.

(iii) PPMC shall, subject to Article 16, have title to Crude Oil and Refined Products processed under this Agreement.

(iv) Nothing in this Agreement shall be deemed to grant title to, or create a security interest in, any asset of COMPANY or the Refinery (including without limitation any inventory, partially refined Products, or Refined Products).

(v) Crude Oil shall be processed in the Refinery at the processing yields specified in Article 6 below.

ARTICLE 5 - TYPE AND QUALITY OF CRUDE OIL

The Crude Oil to be delivered by PPMC to the COMPANY under this Agreement shall be the types of Crude Oil as set out below and shall be in parcel cargo sizes of either 950,000 Barrels (plus or minus 5%) or 1,900,000 Barrels (plus or minus 5%) subject to the Parties mutual agreement as specified against each Crude Oil:

(a) Bonny Light Crude Oil of normal export quality.

(b) Erha Crude Oil of normal export quality.

(c) Qua Ibo Light Crude Oil of normal export quality.

(d) Forcados Blend Crude Oil of normal export quality.

(e) Yoho Blend Crude Oil of normal export quality.

(f) Bonga Crude Oil of normal export quality.

(g) Brass Blend Crude Oil of normal export quality.

(h) Escravos Crude Oil of normal export quality.

(i) Antan Crude Oil of normal export quality.

(j) Okwori Crude Oil of normal export quality.

PPMC may substitute alternative Crude Oil grades upon prior mutual agreement of the Parties regarding the applicable processing fees and the Refined Products yield pattern applicable to the Refined Products conversion factors.

ii) For each Crude Oil cargo delivered, an equivalent processing tonnage in metric tonnes shall be calculated by dividing the volume of Crude Oil delivered, measured in US Barrels net of bound sediments and water, by the specific gravity and API as stated on the bill of lading of the relevant Crude Oil cargo.

ARTICLE 6 - PRODUCTS YIELDS

Notwithstanding the actual Refinery yields, the yields of Refined Products (expressed as percentages by weight per metric tonnes of Crude Oil delivered), the Crude Oil processed for PPMC by COMPANY in the Refinery under this Agreement shall be determined by reference to the equivalent processing tonnage calculated in accordance with the provisions of Article 5(ii) above, which quantity shall be multiplied by the yields for each Refined Product as stated in Table 1 below. The tonnage yields representing the quantity of the Refined Products shall be delivered to PPMC by the COMPANY from the Refinery. For the avoidance of doubt, the total of the yields of the Refined Products do not equal 100% with the balance representing an allowance for the Refinery fuel and loss. The table 1 below shows the agreed yields by Crude Oil grade and by weight percentage:

Table 1: Products Yield Pattern, %WT

Crude Type→	ANTAN	BONNY	BONGA	ESC	FORC	OKWORI	ERHA	YOHO	QUA	BRASS
LPG	1.4	1.9	1.1	1.0	1.0	1.5	1.6	1.5	1.6	1.5
MOGAS	18.0	21.0	19.0	15.0	18.3	22.0	19.2	16	22.8	16.5
JET A1	18.0	25.0	22.0	18.0	24.3	29.7	24.1	20.0	26.5	19.0
GASOIL	21.0	27.1	28.1	31.0	28.0	27.0	33.1	30.0	25.9	31.0
VGO	9.0	9.0	9.0	10.0	9.0	9.0	9.0	10.5	9.0	10.0
FUEL OIL	22.3	5.5	10.3	14.5	8.9	0.3	2.5	11.5	3.7	11.5
RF&L.	10.3	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5

ARTICLE 7 – REFINED PRODUCTS SPECIFICATIONS

(i) The quality of the Refined Products shall be in accordance with the Refined Products specifications as set out in Appendices 2, 3, and 4 to this Agreement.

(ii) The Refined Product quality specifications referred to in this Article may be revised, by mutual agreement at PPMC's request, if technically possible and feasible within the specific period of time, taking into consideration possible operational limits in the Refinery.

ARTICLE 8 - PROCESSING FEES AND FREIGHT COSTS

Processing Fees

(i) During the term of this Agreement, PPMC shall pay COMPANY a fee amounting to two US dollars fifty cents (US$2.50) per Barrel of Crude Oil delivered to COMPANY for processing (the "Processing Fee"). The Processing Fee shall be calculated based on US$2.50 multiplied by the NSV of Crude Oil delivered for processing under this Agreement.

when is $2.50/bbl paid?

The processing fee of US$2.50 per Barrel of Crude Oil shall be paid by PPMC for Refined Products meeting Nigerian specification as stated in Appendix 2.

(ii) CRUDE OIL AND REFINED PRODUCTS FREIGHT AND COSTS

For each cargo of Crude Oil delivered by PPMC, COMPANY shall, at all times throughout the duration of this Agreement and including any period of extension of this Agreement, be responsible for the freight using its Vessel and PPMC shall pay for the freight costs as shall be invoiced by the COMPANY in accordance with the charter rate agreed between PPMC and the COMPANY as set out below:

Crude

For 130,000 MT (950,000 barrels) cargo size, Worldscale TD5 as per formula set out below shall apply for discharge in Abidjan:

BALTIC INDEX TANKER ROUTE (BITR) TD5 Worldscale rate as published Baltic Exchange London using the published rate 21 days prior first day of laycan (if weekend or holiday, the first published rated one day after that day) plus the BITR TD5 rate for the two publishing days before that day and the two TD5 publishing days after that day divided by 5.

For 260,000 MT (1,900,000 barrels) cargo size, Worldscale TD4 as per formula set out below shall apply for discharge in Abidjan:

BALTIC INDEX TANKER ROUTE (BITR) TD4 Worldscale rate as published Baltic Exchange London using the published rate 21 days prior first day of laycan (if weekend or holiday, the first published rated one day after that day) plus the BITR TD4 rate for the two publishing days before that day and the two TD4 publishing days after that day divided by 5.

REFINED PRODUCTS FREIGHT AND COSTS

For each cargo of Refined Products to be delivered by COMPANY to PPMC, COMPANY shall be responsible for the freight using its Vessel. PPMC shall pay for the freight costs as shall be invoiced by the COMPANY in accordance with the charter rate agreed between PPMC and the COMPANY as set out below:
For 15,000-60,000 MT cargo size, Worldscale TC2 shall apply.

Freight rates shall always be based on the Worldscale flat rate published by the Worldscale Association for the actual final voyage and such flat rate will be as may be amended yearly as per the Worldscale Association publication.
The relevant index is the rate published by the Baltic Exchange of London (BCTI/Baltic Clean Tanker Index).

The applicable rate will be the rate published ten (10) days prior to the first day of the laycan (if weekend or holiday, the first published rate on the date immediately after that day) plus the corresponding rate for the two publishing days before that day and the two publishing days after that day divided by 5.

ARTICLE 9 - TAXES AND OTHER CHARGES

PPMC shall be responsible for the payment of any Taxes and charges imposed by Governmental Authority at the Crude Oil Load Ports before the Crude Oil passes into the Vessel's flange and the Refined Products Discharge Ports in Nigeria after the Refined Products have passed the Vessel's flange.

The COMPANY shall be responsible to pay all Taxes and charges imposed by any government and government agencies in connection with the delivery of Crude Oil to the COMPANY at the Discharge Port and the delivery of Refined Products to PPMC at the Load Port.

ARTICLE 10 – PAYMENTS

(i) On or before the 13th day of each calendar month, the Parties shall calculate and agree on each and every amount due between the Parties from the preceding month expressed in United States Dollars (USD), using the calculated values including, but not limited to:

a) Any amounts owed by COMPANY to PPMC in lieu of its delivery obligations for LPG, VGO and Fuel Oil;

b) Any Crude Oil processing fees and Vessel freight costs owed by PPMC to COMPANY;

c) Any amounts owed by PPMC to COMPANY or COMPANY to PPMC (as the case may be) in respect of demurrage claims pursuant to Article 14 below;

d) Any amounts owed by PPMC or COMPANY in respect of its portion of the charges for the services of Independent Inspectors.

(ii) On or before the 13th day of each month each Party shall send to the other in writing by electronic means and an original copy by courier of the summary of the amounts due and owing by each Party for that month, including the total amount owed by either PPMC to COMPANY or COMPANY to PPMC and their respective invoices.

(iii) Subject to Article 10 (vii) and (viii) below, if there is an amount owed by COMPANY to PPMC, then COMPANY shall pay such amount to PPMC's nominated bank account against PPMC's invoice on the 15th calendar day after the submission of PPMC's invoice to COMPANY.

(iv) Subject to Article 10 (vii) and (viii) below, if there is an amount owed by PPMC to COMPANY, then PPMC shall pay such amount to COMPANY's nominated bank account against COMPANY's commercial invoice on the 15th calendar day after the submission of COMPANY's invoice to PPMC.

(v) All payments due under the provisions of this Article 10 shall be made in USD by wire transfer for value on the due date of payment following receipt of invoice from COMPANY or PPMC (as the case may be) and as submitted in accordance with the provisions of this Article 10 (ii) above.

(vi) In the event that the payment due date falls on a non-banking day in the London, Abidjan, or Nigeria, then payment shall be made on the first banking day when banks are open for general business in the relevant jurisdictions immediately after the payment due date.

(vii) If payment required to be made by either Party under this Agreement is not made on the payment due date, such outstanding payment shall attract interest at the interest rate of LIBOR. The interest shall be calculated from the one month LIBOR rate, as published by British Bankers Association in REUTERS Page LIBOR, or if this ceases to be published, any applicable substitute thereof. Interest shall be payable for each day of default and computation shall be on simple interest.

ARTICLE 11 - CRUDE OIL DELIVERY AND NOMINATION PROCEDURE

(i) The Crude Oil shall be delivered FOB at the Load Port in Nigeria. The Vessels nominated by COMPANY for delivery of Crude Oil shall be acceptable to PPMC. PPMC shall deliver Crude Oil to COMPANY in accordance with the provisions of this Article 11. The quantity of Crude Oil delivered by PPMC under this Agreement shall be determined at the nominated Load Ports and as further specified in Article 17.

(ii) PPMC shall nominate in writing to COMPANY not later than the twentieth (20th) day of M-2 where M is the calendar month in which the nominated delivery decade falls except that where this date falls prior to the commencement date of this Agreement then PPMC's nomination(s) will be made to COMPANY within two (2) Business Days of the date of execution of this Agreement. The nomination shall indicate the following:

a) the Crude Oil grade;

b) the proposed parcel size of Crude Oil to be delivered pursuant to the provisions of Article 5;

c) the delivery decade within calendar month M within which delivery of the Crude Oil will take place.

(iii) COMPANY shall within two (2) Business Days of receipt of PPMC's Crude Oil nomination as specified in Article 11 (ii) above, confirm its acceptance of the nomination.

(iv) COMPANY shall advise PPMC not later than twenty five (25) days before the nominated Laycan (except that where this date falls prior to the commencement date of the Agreement then COMPANY's Vessel nomination(s) will be made to PPMC not later than fifteen (15) days after the execution of this Agreement) and such nomination shall include the following details:

a. the name, the date built, summer deadweight and cargo tank capacity excluding slop tanks and flag of its Crude Oil Vessel; and

b. the two (2) day delivery date range within the nominated delivery decade when loading of the Vessel will commence.

(v) The Vessel nomination shall not be effective unless it is received and acceptance confirmed by PPMC not later than ten (10) days prior to the first day of the delivery date range. Provided that PPMC shall have the right to:

(a) reject any nomination made by COMPANY if the nominated Vessel has not been passed as acceptable by any of the major international oil companies (such companies being BP, Shell, Exxon Mobil, Chevron and Conoco Philips); or

(b) reject the Vessel, on substantiated grounds of safety which grounds are communicated to COMPANY prior to acceptance of Vessel nomination.

(vi) Upon receipt of an acceptable Vessel nomination and two (2) day delivery date range from COMPANY, PPMC will, subject to the provisions of Article 11(v) above and not later than two (2) Business Days after receipt of the Vessel nomination, confirm the acceptance of the Vessel and the destination details of the designated Refinery to which the Crude Oil shall be delivered.

(vii) The first cargo of Crude Oil shall be delivered by PPMC to COMPANY during the month of October, 2010.

ARTICLE 12 - PRODUCTS LIFTING SCHEDULE, PRODUCTS BUY – BACK AND PRE-LIFTING

(i) COMPANY shall, pursuant to its obligations under this Agreement, deliver Refined Products to PPMC at Discharge Port in Nigeria on the following basis:

a) **LPG**

COMPANY's delivery obligation in respect of all LPG yielded from Crude Oil delivered under this Agreement shall be discharged by an obligation on COMPANY to pay PPMC in lieu of the delivery of the quantities of these Refined Products at a price calculated in accordance with the terms of Article 13.

b) **Gasoline**

All the quantities of Gasoline yielded from Crude Oil delivered under this Agreement shall be delivered by COMPANY to PPMC in accordance with the terms of this Agreement.

c) **Kerosene**

All the quantities of Kerosene yielded from Crude Oil delivered under this Agreement shall be delivered by COMPANY to PPMC in accordance with the terms of this Agreement. Provided that on or before ten (10) Business Days before the bill of lading date for each cargo of Crude Oil delivered under this Agreement, PPMC may give notice in writing to COMPANY that all the quantities of Kerosene yielded from that cargo of Crude Oil shall, subject to mutual agreement of the Parties, be substituted for an equivalent amount of Gasoline to be delivered to PPMC as stated in Article 6.

d) **Gasoil**

All the quantities of Gasoil yielded from Crude Oil delivered under this Agreement shall be delivered by COMPANY to PPMC in accordance with the terms of this Agreement. Provided that on or before ten (10) Business Days before the bill of lading date for each cargo of Crude Oil delivered under this Agreement, PPMC may give notice in writing to COMPANY that all the quantities of Gasoil yielded from that cargo of Crude Oil shall, subject to mutual agreement of the Parties, be substituted for an equivalent amount of Gasoline or Kerosene to be delivered to PPMC as stated in Article 6.

e) **VGO**

COMPANY's delivery obligation in respect of all VGO yielded from Crude Oil delivered under this Agreement shall be discharged by an obligation on COMPANY to pay PPMC in lieu of the delivery of this quantity of Refined Product at a price calculated in accordance with the terms of Article 13.

e) **Fuel Oil**

COMPANY's delivery obligation in respect of all Fuel Oil yielded from Crude Oil delivered under this Agreement shall be discharged by an obligation on COMPANY to pay PPMC in lieu of the delivery of this quantity of Refined Product at a price calculated in accordance with the terms of Article 13.

(ii) COMPANY shall make all volumes of Refined Products yielded from any cargo of Crude Oil delivered under this Agreement available for delivery to PPMC. Refined Products shall be delivered by COMPANY to PPMC in parcel sizes in the range of 15,000 to 60,000metric tons plus or minus ten percent (10%). Such delivery shall be made during one or more of five (5) day delivery date ranges as may be nominated by COMPANY to PPMC.

Subject to the provisions of sub-Articles (iii) and (iv) of this Article 12, COMPANY shall not later than the fifth (5th) day after the bill of lading date of the relevant Crude Oil cargo delivery nominate to PPMC:

a) the parcel size(s) of the Refined Products to be delivered;

b) the five (5) day delivery date range during which delivery of the relevant Refined Products shall be made to PPMC. The first day of each such delivery date range shall commence in the period falling twenty (20) days after the bill of lading date of the relevant Crude Oil cargo.

c) PPMC shall notify COMPANY of the designated Discharge Port.

(iii) In the event that any amount of Refined Products yielded from a grade of Crude Oil delivered under this Agreement which by reason of available quantity limitations cannot be delivered in a cargo made up exclusively of the relevant Refined Products in excess of the minimum quantity parcel size of 15,000 metric tons as stated in Article 12 (ii), such amount of Refined Products shall be added to the relevant quantity of the Refined Products yielded from the subsequent cargo of Crude Oil delivered for processing and such combined Refined Products shall be delivered according to delivery timetable for Refined Products from the said subsequent cargo of Crude Oil. The principle that any Refined Products so carried forward shall be the first Refined Products to be delivered on any subsequent deliveries shall strictly apply to this Agreement.

(iv) The Parties may, by mutual consent, agree to take delivery of Refined Products either before the twentieth (20th) day or after the twenty fifth (25th) day from the relevant Crude Oil cargo bill of lading date or in a quantity greater or smaller than the quantity stated in Article 12(ii) above. COMPANY has the right in its sole option to elect to top-up the quantity of relevant Refined Products yielded and delivered from any cargo of Crude Oil so as to achieve a full cargo. Any such top-up volume so delivered shall be deducted from the quantity of Refined Products yielded from the next Crude Oil cargo delivered under this Agreement or paid for by PPMC at the pricing set out in Article 13(iii), 13(iv) or 13(v) (as the case may be).

(v) COMPANY shall nominate to PPMC a three (3) day delivery date range (within the original five day nomination) at the Discharge Port for each cargo of Refined Products and the parcel size of the relevant Refined Products to be delivered by COMPANY to PPMC, with at least fifteen (15) days notice of the first date of each such delivery range. In respect of each Vessel which is nominated by COMPANY to deliver Refined Products hereunder, such nomination shall further specify:

(a) the date built, summer deadweight and cargo tank capacity excluding slop tanks and flag (as detailed in Q88 to be submitted);

(b) the ETA of the Vessel and any other information that may be required by PPMC with prior notification to COMPANY;

(c) full documentation instructions from COMPANY; and

(d) details of any cargo on board or to be laden on board if loading a part cargo.

(vi) The Vessel nomination shall not be effective unless it is received and acceptance confirmed by PPMC not later than two (2) days after receipt of the Vessel nomination from COMPANY. In the event that PPMC does not accept the Vessel nomination, it shall have the right within two (2) days of the receipt of the nomination to reject any nomination made by COMPANY if the nominated Vessel has not been passed as acceptable by any of the major international oil companies (such companies being BP, Shell, Exxon Mobil, Chevron and Conoco Philips).

(vii) In the event that a Vessel nominated by COMPANY is rejected by PPMC under any of the conditions stated in this Agreement, COMPANY shall have the right to nominate a substitute vessel without penalty to perform the delivery obligations within the delivery date range or if the delivery date range has expired, an extended period may be granted by PPMC at its sole discretion to enable COMPANY delivery the Refined Products.

(viii) Prior to delivery of Refined Products, COMPANY shall provide all applicable Material Safety Data Sheets (MSDS) for Refined Products to be delivered to PPMC.

(ix) COMPANY shall be responsible for all applicable Environmental Protection Agency anti-dumping and gasoline programme reporting requirements with respect to the Crude Oil processing under this Agreement.

ARTICLE 13 - REFINED PRODUCTS PRICING

COMPANY shall, where applicable under the terms of this Agreement, satisfy its Refined Products delivery obligation under this Agreement by paying PPMC the monetary value for volumes of Refined Products not delivered to PPMC in accordance with the relevant pricing formula as set out below.

(i) **LPG**

The LPG shall be priced in accordance with the following formula:

The mean average of the five (5) consecutive published quotations for Butane under the heading North West Europe FOB Sea-going (i.e. the daily mean average of the high and low quotes) as published in Platt's European Marketscan less USD$40.00 per metric tonne.

The five (5) consecutive published quotations around the twenty-third (23rd) day after the Crude Oil bill of lading date, with twenty-third (23rd) day being day three (3).

(ii) **Gasoline**

The price which shall apply for purposes of payment by COMPANY to PPMC for any amount due in satisfaction and in lieu of COMPANY's Refined Products delivery obligation in respect of Gasoline, or be used in calculating an equivalent amount of Gasoline if a quantity of Kerosene, Gasoil, or VGO is agreed to be converted into additional gasoline shall be the average of the mean of five consecutive Platt's European Marketscan published quotations under the heading "Cargoes FOB Med" for Premium Gasoline 10ppm plus twenty-eight ($28) US Dollars per metric tonnes.

(iii) **Kerosene**

The price which shall apply for purposes of payment by COMPANY to PPMC for any amount due in satisfaction and in lieu of COMPANY's Refined Products delivery obligation in respect of Kerosene by COMPANY to PPMC, or be used in calculating an equivalent amount of Gasoline if a quantity of Kerosene is agreed to be converted into additional Gasoline shall be the average of the mean of five consecutive Platt's European Marketscan published quotations under the heading **"CIF N.W.E Basis ARA for Jet A1** plus fourteen US Dollars (USD$14.00) per metric tonne.

(iv) **Gasoil**

The price which shall apply for purposes of payment by COMPANY to PPMC for any amount due in satisfaction and in lieu of COMPANY's delivery obligation in respect of Gasoil by COMPANY from PPMC, or be used in calculating an equivalent amount of Gasoline if a quantity of Gasoil is agreed to be converted into additional Gasoline shall be the average of the mean of five consecutive Platt's European Marketscan published quotations under the heading **"Cargoes FOB Med Gasoil 0.1%** plus ten US Dollars (USD$10.00) per metric tonne.

(v) **VGO**

The price which shall apply for purposes of payment by COMPANY to PPMC for any amount due in satisfaction and in lieu of COMPANY's delivery obligation in respect of VGO by COMPANY to PPMC, or be used in calculating an equivalent amount of Gasoline if a quantity of VGO is agreed to be converted into additional Gasoline shall be the average of the mean of five consecutive Platt's European Marketscan published quotations around the bill of lading date of the relevant Refined Product (with bill of lading date of Refined Products being day three (3)) under the heading **"FOB Rotterdam of VGO 0.6% less** sixty US Dollars (USD$60.00) per metric tonne.

For the avoidance of doubt, the bill of lading date for the relevant Refined Products shall be taken to be a date falling within the range from the twentieth (20^{th}) day to the fiftieth (50^{th}) day after the Crude Oil bill of lading date.

(vi) **Fuel Oil**

The price which shall apply for purposes of payment by COMPANY to PPMC for any amount due in satisfaction and in lieu of COMPANY's delivery obligation in respect of Fuel Oil by COMPANY to PPMC, or be used in calculating an equivalent amount of Gasoline if a quantity of Fuel Oil is agreed to be converted into additional Gasoline shall be the average of the mean of five consecutive Platt's European Marketscan published quotations around the bill of lading date of the relevant Refined Product (with bill of lading date of Refined Products being day three (3)) under the heading **"New York (NY) Harbour No.6, 0.3%S less** sixty-seven US Dollars (USD$67.00) per metric tonne.

For the avoidance of doubt, the bill of lading date for the relevant Refined Products shall be taken to be a date falling within the range from the twentieth (20th) day to the fiftieth (50th) day after the Crude Oil bill of lading date.

(vii) All prices calculated under this Article 13 shall be calculated to three (3) decimal places.

In addition to the foregoing provisions of this Article 13, the Parties agree that the five (5) day pricing window stated above begins on the twenty-third (23rd) day after the bill of lading date of the Crude Oil cargo from which the Refined Products have been yielded. If the twenty-third (23rd) day falls on a Saturday, Sunday or a non-publication day, then the first day of the five (5) day pricing window shall be the subsequent publication day.

ARTICLE 14 - BERTH, DISCHARGE AND LOADING CONDITIONS, AND DEMURRAGE

(i) Vessel shall tender notice of readiness (``NOR") for loading of Crude Oil or discharge of Refined Products, (as the case may be), to PPMC, on arrival at the customary anchorage or at the pilot station, whichever is applicable. NOR can be tendered at any time by letter, telegraph, wireless, or telephone (to be confirmed in writing by telex, letter or email), either directly or through the Vessel's agents.

(ii) Lay time for each Vessel loading Crude Oil and each Vessel discharging Refined Products shall be thirty-six (36) hours and shall commence six (6) hours after NOR is tendered or upon berthing, whichever is earlier and will continue until hoses are disconnected, thereafter demurrage will recommence three (3) hours later should all relevant shipping documents not be on board the Vessel.

(iii) If the Vessel discharging Refined Products tenders NOR prior to the agreed date range, Lay time shall commence at 6 a.m. on first day of the agreed date range or when Vessel is all fast, whichever is earlier.

If the Vessel discharging Refined Products tenders NOR later than the agreed date range it shall wait for a vacant berth and Lay time commences at all fast. In such instances PPMC will make available to COMPANY next available berth to discharge the Vessel cargoes. Demurrage incurred while waiting for a vacant berth will be for COMPANY's account and PPMC shall not bear any responsibility for such delays.

(iv) Vessels arriving later than the agreed date range shall wait for vacant berth and Lay time commences at all fast. In such instances demurrage incurred while waiting for a vacant berth will be for COMPANY's account.

(v) In respect of Vessels discharging Refined Products, where Lay time is exceeded, PPMC shall pay demurrage for the time in excess of thirty six (36) hours commencing six (6) hours after NOR is tendered or Vessel at berth, whichever comes first. Laytime for each Vessel discharging Refined Products shall be thirty-six (36) hours to commence six (6) hours after NOR is tendered.

The demurrage rate shall be mutually agreed between the COMPANY and PPMC at the time of acceptance of Vessel nomination provided that the applicable demurrage rates shall reflect the prevailing Vessel charter party rate at the time of transaction.

Payment for demurrage shall be made in accordance with the provisions of Article 10. In no event shall PPMC's payment to COMPANY exceed demurrage cost incurred by COMPANY. All demurrage claims shall be paid in US Dollars.

(vi) If the Vessel shifts berth for any reason, other than a reason on the part of PPMC, then the time taken to shift berth shall count against Lay time or time on demurrage and on COMPANY's account.

(vii) Any claims resulting from demurrage incurred by the Vessel shall be received with relevant supporting documents by PPMC within ninety (90) days from the date of loading of Crude Oil or discharge of the Refined Products. If either Party is unable to support a demurrage claim within ninety (90) days of the bill of lading or completion of loading or discharge, an electronically transmitted notification of a forthcoming claim within ninety (90) days from these dates shall be acceptable.

ARTICLE 15 - FINAL SETTLEMENT AND RECONCILIATION

(i) At the end of each quarter there shall be a reconciliation meeting between the Parties for all Refined Products and Crude Oil cargoes delivered under the terms of this Agreement.

(ii) The venue of the reconciliation meeting will be rotated between offices of the Parties hereto or as otherwise agreed by both Parties with the first reconciliation meeting to be held in Abuja, Nigeria.

(iii) Each reconciliation meeting shall be conducted within thirty (30) days of the end of each quarter and shall review all matters relating to the operation of this Agreement.

(iv) A final reconciliation meeting shall be held in Abuja, Nigeria within fifteen (15) days of the expiration or termination of this Agreement. If at the final reconciliation meeting, it is established by the Parties that there remains less than fifteen thousand (15,000) metric tonnes of Refined Products due to be delivered to PPMC by the COMPANY then the provisions of Article 2 (iv) above shall apply.

Any outstanding amounts that are agreed by the Parties to be due to either Party at the termination or on the expiration of this Agreement shall be paid by each Party to the other Party (as the case may be) within fifteen (15) days of receipt of the other Party's reconciliation invoice by wire transfer of USD funds to the nominated bank account as set out in its reconciliation invoice. For the purposes of the final reconciliation any outstanding quantities of Refined Products which shall be less than 15,000 metric tonnes due to be delivered to PPMC shall following the expiration of the Agreement be retained by COMPANY and valued for payment purposes in accordance with the terms of Articles 2 and 10 of this Agreement.

(v) Following the termination or expiration of this Agreement should any amount due and payable to either PPMC or COMPANY (as the case may be) remain outstanding beyond its due date for payment as stated in this Article 15, the debtor shall pay interest to the other Party on such outstanding amounts in accordance with the provisions of Article 10 for such period of time as the amounts remain unpaid.

ARTICLE 16 - TITLE AND RISK OF LOSS

16.1 Crude Oil

The risk in and title to Crude Oil cargoes delivered by PPMC pursuant to this Agreement shall pass from PPMC to COMPANY at the Load Port in Nigeria after the Crude Oil has passed the Vessel's flange.

16.2 **Refined Products**

The risk in and title to the Refined Products cargoes delivered by COMPANY to PPMC pursuant to this Agreement shall pass from COMPANY to PPMC at the Discharge Port in Nigeria after the Refined Products have passed the Vessel's flange.

16.3 In the event of losses of Crude Oil after title and risk have passed to COMPANY or losses to Refined Products before title and risk have passed to PPMC, COMPANY shall promptly, and in accordance with the terms of this Agreement and at its sole risk, deliver Refined Products in quantities commensurate with the Product Yields specified in Article 6 for the quantity of Crude Oil delivered under this Agreement.

16.4 COMPANY shall to the extent required by any applicable laws or regulations carry and maintain in force appropriate insurance(s) with companies satisfactory to PPMC in respect of Worker's Compensation and Employer's Liability Insurance for all its employees engaged in performing work hereunder.

16.5 COMPANY shall procure and maintain in force appropriate normal and customary general liability insurance coverage for injury, death, or property damage, including any Liabilities under any Environmental Laws or for any environmental damages.

ARTICLE 17 - CRUDE OIL & REFINED PRODUCTS QUANTITY AND QUALITY DETERMINATION

All measurements of Crude Oil and Refined Products quantity and quality to confirm compliance with the specifications set out in this Agreement shall be determined in accordance with the latest API and ASTM standards and principles in effect at the time of delivery at the Load Port and at the Discharge Port (as the case may be) by a mutually acceptable Independent Inspector jointly appointed by PPMC and COMPANY. The costs of the inspection shall be borne equally between PPMC and COMPANY. Certificates of quality and quantity countersigned by an Independent Inspector will be final and binding on both parties except that in the event that the independent inspector did not undertake or did not witness the measurement of quantity or the taking of samples or the analysis of such samples then the certificates of quantity and quality issued or countersigned by him must expressly reflect this and it will not, in these circumstances, be a certificate of quantity and quality for the purposes of this Article 17 but merely evidence of those matters undertaken or witnessed by the independent inspector.

(A) CRUDE OIL

Determination of quantity and quality of the Crude Oil delivered to COMPANY by PPMC shall be as follows:

(i) Quantity

The quantity of Crude Oil delivered by PPMC to COMPANY, and upon which PPMC's entitlement of Refined Products is to be evaluated, will be determined at the Load Port by measuring the TCV quantity and reducing this quantity to NSV.

(ii) Quality

(a) The sediment and water of the relevant grade of Crude Oil delivered to COMPANY will be as determined by analysis, carried out by the Independent Inspector, on a representative sample of the Crude Oil being delivered. The representative sample used shall be taken by an automatic inline sampler.

(b) In the event that an inline sampler is not fitted, is out of order, malfunctions during the transfer, or the Independent Inspector considers that the samples drawn by said inline sampler are not representative of the Crude Oil delivered (by making comparisons to free water and sediment and water (S&W) content of Crude Oil delivered to COMPANY), then the sediment and water deduction shall be determined by composite samples drawn from the relevant storage tanks at the Load Port.

(B) REFINED PRODUCTS

Determination of quantity and quality of the Refined Products delivered to PPMC by COMPANY at the Discharge Port shall be determined as follows:

(i) Quantity

Measurements of Refined Products quantity shall be determined at the Discharge Port by a mutually acceptable Independent Inspector jointly appointed by PPMC and the COMPANY.

(ii) Quality

The taking of samples for the purposes of determining the compliance of the Refined Products with the quality provisions of this Agreement shall be carried out by a mutually acceptable Independent Inspector jointly appointed by PPMC and the COMPANY at the Discharge Port.

The Independent Inspector shall for the purpose of determining the quality of the Refined Products carry out or witness tests on a composite sample of the Refined Products taken by him or in his presence at the Discharge Port prior to commencement of Vessel discharge and in accordance with the test method(s) commensurate with current industry practice as approved by the Parties. The costs of the analysis shall be borne equally by PPMC and the COMPANY.

The certificates of quality and quantity as duly countersigned by the Independent Inspector shall be final and binding on both Parties.

Samples of Crude Oil and Refined Products delivered will be retained by the Party carrying out the sampling and analysis for a period of ninety (90) days from the completion of delivery (in respect of Crude Oil being delivered) and from completion of discharge at the Discharge Port (in respect of Refined Products being delivered).

ARTICLE 18 - AUDITING

COMPANY shall grant access, and shall procure that access be granted to PPMC, and its duly authorized representatives, to the accounting records and other documents maintained by COMPANY for purposes of processing Crude Oil pursuant to this Agreement. PPMC shall have the right to inspect or audit such records and such other documents at any reasonable time or times during the term of this Agreement, or within one (1) year after the termination of this Agreement. COMPANY shall preserve, and shall procure the preservation of the aforesaid records and documents for a period of at least one (1) year after the expiration or termination of this Agreement.

Upon request by COMPANY, PPMC shall provide COMPANY with all documents and records in PPMC's possession that relate to its performance under this Agreement. COMPANY shall have access to the accounting records and other documents maintained by PPMC, which relate to this Agreement, and shall have the right to inspect or audit such records at any reasonable time or times during the term of this Agreement, or within one (1) year after the termination of this Agreement. PPMC shall preserve all of the aforesaid documents for a period of at least one (1) year after expiration or termination of this Agreement.

ARTICLE 19 - SUSPENSION AND TERMINATION

In addition to any rights of termination or suspension otherwise granted to the Parties under the terms of this Agreement, this Agreement may be terminated at any time as follows:

19.1 by mutual written consent of the Parties;

19.2 by either PPMC or COMPANY, within thirty (30) days after receipt of notice from the other that any representation or warranty made by the other Party is untrue in any material respect, or any condition to such Party's obligations cannot be satisfied;

19.3 by either PPMC or COMPANY, should the other Party fail to meet its payment obligations under Article 10 for three (3) successive calendar months or commits any other material breach in prompt performance of any of the terms or conditions of this Agreement, and should such failure or other material breach continue without cure for thirty (30) days after written notice thereof by either Party to the other;

19.4 by either Party, if the other files a petition or otherwise commences or authorizes the commencement either by itself or by a third party, of a proceeding or case under any bankruptcy, reorganization, or similar law, for the protection against creditors, or has any such petition filed or proceeding commenced against the Party;

19.5 by either Party, if the other Party becomes bankrupt or insolvent, or makes an assignment of this contract for the benefit of its creditors (however evidenced);

19.6 by either Party, if there is a major change in the direct or indirect ownership of the other Party that may have material adverse effect on the performance of this Agreement, provided that any major change for the purpose of corporate re-structuring shall not apply under this Article 19.6;

19.7 by either Party, if a receiver is appointed or an encumbrancer takes possession of the whole or a significant part of the assets or undertaking of the other Party;

19.8 by either Party, if the other Party ceases or threatens to cease to carry on its business or a major part thereof, or a distress, execution, or other process is levied or enforced against any significant part of the property of the other Party, and is not discharged within fourteen (14) days;

19.9 If the transactions contemplated by this Agreement are terminated as provided herein, then:

a) all confidential information received by any Party hereto, with respect to the other Party or any of its Affiliates, shall be treated in accordance with this Agreement; and

b) notwithstanding the foregoing, the termination of this Agreement pursuant to Articles 19.2, 19.3, 19.4, 19.5, 19.7 and 19.8 hereof shall not in any way limit or restrict the rights and remedies of any Party against the other Party hereto in respect of any violation or breach of any of the representations, warranties, covenants, and agreements or other provisions of this Agreement occurring prior to the termination of this Agreement.

ARTICLE 20 - CREDIT CONDITIONS

The COMPANY shall submit to PPMC prior to delivery of Crude Oil cargo an acceptable irrevocable and revolving stand-by letter of credit issued by a reputable international bank acceptable to PPMC in the current value of the cargo of Crude Oil delivered as security for the Crude Oil or Refined Products delivery obligations (as the case may be). The format and the wording of the stand-by letter of credit shall be as stated in Appendix 5.

For the purposes of this Agreement such stand-by letter of credit shall only be considered opened at such time as a telex is received, by both the PPMC nominated Bank and PPMC, from the issuing financial institution, stating that they have opened a stand-by letter of credit with PPMC as the beneficiary.

All bank charges, and any additional costs, related to the opening of such letter of credit, shall be strictly for the account of COMPANY.

ARTICLE 21 - FORCE MAJEURE

For purposes of this Agreement, the term Force Majeure Event shall mean, any act or event, whether foreseeable or unforeseeable, beyond the reasonable control of a Party and include, any of the following that delays, impairs or renders impossible a Party's ability to perform under this Agreement; including but not limited to:

(i) Fire, earthquake, explosion, lightning, epidemic, hurricane, flood, drought, hazardous weather, landslide, collision, stranding, storm, disease, pestilence, and other action of the elements, natural calamity, or Act of God;

(b) relieving any Party from its obligations to pay, when due, any amount owed by such Party for a period prior to the occurrence of the Force Majeure Event.

During the period of a Force Majeure Event, whether declared by COMPANY or PPMC, PPMC shall not be obligated to make any Processing Fee payments for Crude Oil not delivered to COMPANY during the Force Majeure Event.

In the event of any delay or non performance caused by any Force Majeure Event, the Party affected shall provide verbal notice of the Force Majeure Event as soon as possible, but no later than two (2) business days after the time at which such Party had knowledge of the Force Majeure Event, provide the other Party with written notice of the nature, cause, date of commencement, and anticipated extent of such delay or non performance.

Notwithstanding the other provisions of this Article 20, the parties shall on the occurrence of the said act(s) or event(s) consult together with the primary aim of determining mutually acceptable measures for reducing the difficulties that may arise from the occurrence of the force majeure act or event including but not limited to sourcing Refined Products from any unaffected Refinery Facilities. If after a continuous period of sixty (60) days, the said act or event continues to affect performance of all of the obligations of the Party under this Agreement, the non-affected Party (the non-Affected Party) may, by giving not less than fourteen (14) days notice to the other, terminate that part of this Agreement which is subject to the continuing Force Majeure event.

ARTICLE 22 – GOVERNING LAW AND ARBITRATION

This Agreement shall be construed in accordance with, and governed by, the Laws of the Federal Republic of Nigeria.

The Parties to a dispute under this Agreement shall make every effort to solve, promptly and in good faith, such dispute. The parties hereby agree that any dispute or controversy arising hereunder which cannot be resolved amicably by negotiations of the senior management of the Parties, shall be exclusively and definitively resolved by arbitration, and conducted by three arbitrators in accordance with the arbitration rules of the International Chamber of Commerce (ICC), from time to time in force, which rules are deemed for that purpose to be incorporated by reference herein. The place of arbitration shall be Lagos, Nigeria. The costs of any arbitration shall be borne equally by each Party, except that each Party shall be responsible for its own legal fees and expenses.

The award of the arbitrators shall, unless there is manifest error in law or fact or miscarriage of justice, be final and binding on the Parties.

ARTICLE 23 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PPMC

PPMC represents and warrants as follows:

23.1 PPMC is as at the date of this Agreement, a Company duly organized, and validly existing, in good standing under the Laws of the Federal Republic of Nigeria, and has full corporate power and authority to enter into this Agreement, and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action of PPMC.

23.2 This Agreement has been duly and validly executed and delivered by PPMC, and constitutes a valid and binding obligation of PPMC, enforceable against it in accordance with its terms.

23.3 Neither the execution nor delivery of this Agreement by PPMC, nor the consummation by PPMC of the transactions contemplated hereby:

a) violates any provision of its enabling status;

b) constitutes a breach or default (or an event which, with the giving of notice or passage of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation or imposition of any security interest, lien, charge, or other encumbrance upon any assets of, or any material Agreement, commitment, understanding, agreement, arrangement, or restriction of any kind or character, to which PPMC is party, or by which PPMC or any of its assets is bound; or

c) violates any statute, Laws, regulation, or rule, or any judgment, decree, order, writ, or injunction of any court or Governmental Authority, applicable to PPMC, or to its business and operations.

23.4 PPMC is in compliance with all material Laws and Regulations applicable to its operations, and has not received any notification that it is not presently so in compliance.

23.5 PPMC shall maintain all licenses applicable to its operations as may be required by law. PPMC shall promptly notify COMPANY of any change in status, with respect to the licenses required under the law for its operations.

ARTICLE 24 - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF COMPANY

COMPANY represents and warrants as follows:

24.1 COMPANY is a company duly organized, and validly existing, in good standing under the Laws of Cote d'Ivoire, and has full corporate power and authority to enter into this Agreement, and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement by COMPANY, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of COMPANY.

24.2 This Agreement has been duly and validly executed and delivered by COMPANY and constitutes a valid and binding obligation of COMPANY, enforceable against it in accordance with its terms.

24.3 To the best of its knowledge, neither the execution nor delivery of this Agreement by COMPANY, nor the consummation by COMPANY of the transactions contemplated hereby:

a) violates any provision of its incorporation/registration documents;

b) constitutes a breach or default (or an event which, with the giving of notice or passage of time, or both, would constitute a default) under, or will result in the termination of, or accelerate the performance required by, or result in the creation or imposition of any security interest, lien, charge, or other encumbrance upon any which COMPANY is a party, or by which COMPANY or any of its assets is bound; or

c) violates any statute, Laws, regulation, or rule, or any judgment, decree, order, writ, or injunction of any court or Governmental Authority, applicable to COMPANY, or to its business and operations.

24.4 On the date of this Agreement and to the best of its knowledge:

(a) there are no judgments, orders, writs, or injunctions of any court or Governmental Authority, or other regulatory or administrative agency, commission, or arbitration panel, domestic or foreign, presently in effect or pending or threatened against COMPANY; and

(b) there are no claims, actions, suits or proceedings, or investigations by or before any court or Governmental Authority, or other regulatory or administrative agency, commission, or arbitration panel, pending or threatened by or against COMPANY, which, in the case of either Article 24.4 (a) or 24.4 (b) would interfere with the consummation of the transactions contemplated by this Agreement, or would materially or adversely affect its business or operations, or for which PPMC would be liable with respect to such business and operations.

24.5 COMPANY is in compliance with all material Laws and Regulations applicable to its operations, and has not received any notification (orally or in writing) that it is not presently being compliant.

24.6 In addition, COMPANY warrants there is no litigation pending that to the best of its knowledge could reasonably be expected to adversely affect COMPANY's ability to perform its obligations under this Agreement.

ARTICLE 25 - SAFETY AND HEALTH

PPMC may upon (where applicable) and upon written request by COMPANY furnish to COMPANY a Material Safety Data Sheet for the Crude Oil that PPMC may deliver to COMPANY hereunder, including safety and health warnings. COMPANY agrees to furnish such warnings and information to all persons whom COMPANY can reasonably foresee, may be exposed to or may handle such Crude Oil, including, but not limited to, COMPANY's employees, agents, contractors, and customers.

COMPANY shall furnish to PPMC, the Material Safety Data Sheet information on the Refined Products to be delivered under this Agreement including safety and health warnings. PPMC agrees to furnish such warnings and information to all persons whom PPMC can reasonably foresee, may be exposed to or may handle such Refined Product, including, but not limited to, PPMC's employees, agents, contractors, and customers.

ARTICLE 26 - ASSIGNMENT

(i) Neither Party shall assign or transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(ii) Either Party may subject to the prior written consent of the other assign any of its right under this Agreement to its Affiliate or Subsidiary and provided that the assigning Party shall remain liable to the other Party for the full performance of all its obligations under this Agreement notwithstanding that the other Party has given its consent.

(iii) In the event of any assignment being permitted as stated in this Article, it shall be a condition to the effectiveness of such assignment that the assigning Party and the assignee shall demonstrate and confirm by written certificate to the satisfaction of the other Party that the assignee shall adhere to and comply with the financial obligations of this Agreement including the provision of acceptable guarantee in the form of stand-by letter of credit where such assignment is being made by the COMPANY.

ARTICLE 27 - STATEMENTS

COMPANY will provide all necessary statements, required by PPMC, in connection with this Agreement.

COMPANY shall be required to provide PPMC, as frequently as possible, but in no case less than a weekly schedule, with detailed inventory records reflecting the volume of Crude Oil delivered for processing, and volume of Refined Products due to be delivered to PPMC.

ARTICLE 28 - TRADE CONTROLS AND BOYCOTTS

Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require a Party hereto to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalised or prohibited under any applicable laws and regulations to which such Party is subject which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

ARTICLE 29 - FACILITATION PAYMENTS AND ANTI-CORRUPTION

In recognition of the principles of the Organisation for Economic Co-operation and Development (OECD) Convention on Combating of Bribery of Foreign Public officials in International Business Transactions, each of the Parties hereby warrants and undertakes to the other that in connection with this Agreement, they shall each comply with all applicable laws, rules, regulations or decrees and/or official government orders of the Federal Republic of Nigeria and the United Kingdom relating to anti-bribery and anti-money laundering.

PPMC and COMPANY each warrants and undertakes that it or any other person acting on its behalf has not and covenants that it and any such person will not, directly or indirectly in connection with this Agreement and the matter resulting there from, offer, pay, offer to pay, promise to pay or authorize the giving of money or anything of value to any official, or to any other person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an official, in order that the official will act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business for, or to direct business to, any person, or to obtain any other improper advantage or benefit.

For purposes of this Article 29 the word 'official' shall mean any officer or representative engaged or holding a position in any office of the Federal Government of Nigeria or State or Local government or any official or representative of any foreign company or foreign government.

ii) PPMC and COMPANY each represents, warrants and undertakes to the other that they shall not, directly or indirectly in connection with this Agreement:

a) pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

(i) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;

(ii) an officer or employee of a public international organization;

(iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;

(iv) any political party or official thereof, or any candidate for political office;

(v) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or.

iii) In particular, each Party represents and warrants to the other that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which the Crude Oil originated or the Refined Product was processed any agency, department or instrumentality of such government in connection with the Crude Oil or Refined Product which is the subject of the Agreement which would be inconsistent with or contravene any of the above referenced legislation.

iv) Either Party may terminate the Agreement forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

ARTICLE 30 - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

COMPANY shall have exclusive responsibility for certification of all Refined Products under this Agreement, pursuant to applicable Environmental laws and other laws including Anti-Dumping regulations.

ARTICLE 31 - LIABILITIES

(i) Except as otherwise provided in this Agreement, neither Party shall be liable for any indirect, incidental, special, or consequential damages, sustained by the other Party as a result of anything relating to this Agreement, excluding those resulting from third party claims.

ARTICLE 32 – EXCHANGE OF INFORMATION AND CONFIDENTIALITY

32.1 **Exchange of Information**

The Parties shall maintain close communication and mutually provide and exchange available information directly relevant to the fulfillment of the terms and conditions of this Agreement, and shall procure that such available information shall be provided and exchanged for purposes of this Agreement.

32.2 **Confidentiality**

32.2.1 **Duty of Confidentiality:**

The terms of this Agreement and any information directly or indirectly provided, exchanged, disclosed or furnished whether orally, in writing or in any electronic, digital or other form, by either Party to the other Party in connection with or in relation to this Agreement which is not already known to the Party receiving the information (Recipient Party) or already in the public domain (other than as a result of the breach of the provisions of this Article) shall be kept confidential and shall not be sold, traded, published or otherwise disclosed to any third party in any manner whatsoever by the receiving party except for purposes connected with this Agreement.

All such information shall be referred to as "Confidential Information".

32.2.2 **Permitted Disclosure:**

The Confidential Information may be disclosed by the Recipient Party:

(i) to any legal counsel, finance consultant, insurance company, underwriter or provider of finance or credit guarantee in relation to matters contemplated under this Agreement to the extent that such disclosure is surely to assist the Recipient Party in meeting its obligations under this Agreement.

(ii) If required and to the extent required by any applicable law, rules or regulations or any Governmental Authority or agency of the government or the rules of any recognized stock exchange in connection with the shares of the Recipient Party.

(iii) to any of its subsidiary including the employees, directors and authorized representatives provided it is on a need to know basis; or

(iv) to any intended assignee of the Recipients interest under this Agreement provided however that:

(a) such intended assignee has entered into a confidentiality agreement with the intended assignor on terms to restrict disclosure of the Confidential Information on a need to know basis and solely for the purpose of the proposed assignment;

(b) a copy of such confidentiality agreement has been furnished to the non-assigning party for its acceptance of the terms;

(v) to any arbitrator appointed in accordance with the provisions of this Agreement.

32.2.3 **Duration of Confidentiality:**

The foregoing obligation with regard to the Confidential Information shall remain valid and binding on the Parties for seven (7) years after the termination or expiration of this Agreement.

ARTICLE 33 – MISCELLANEOUS

33.1 **Notices:**

Unless otherwise agreed in writing, any notices, statements, requests, or other communications to be given by either Party, pursuant to this Agreement, shall be made in writing, and unless otherwise provided herein, be sufficiently made if sent by prepaid first class post, facsimile, telex or subject to the provisions set out below, electronic communications to the address of the other party specified for this purpose below, and shall, unless otherwise provided herein, be deemed to have been made on the day on which such communication is sent to PPMC and to COMPANY at the addresses and telex numbers specified below:

For PPMC:
The Managing Director
Pipelines and Products Marketing Company Limited (PPMC)
NNPC Towers, Block "C"
Herbert Macaulay Way
Central Business District
Abuja
Nigeria

Tel No: +234 (0) 9 -460-83610
Fax No: +234 (0) 9 -46083634

For COMPANY:

The Managing Director

Societe Ivoirienne de Raffinage (S.I.R.),

Boulevard de Petit-Bassam

Commune de PORT-BOUET

Abidjan

Cote D'Ivoire

Tel No: +225 21237000

Fax No: +225 21273044

Any electronic communications to be made between the Parties under or in connection with this Agreement:

(a) may be made by electronic mail or other electronic means if the Parties:

   (i) agree that, unless and until notified to the contrary this is to be an acceptable form of communication;

   (ii) notify each other in writing of the electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

   (iii) notify each other of any change to the electronic mail address or any other such information supplied by them; and

(b) will be effective only when actually received in a readable form.

No failure to exercise, nor any delay in exercising, on the part of any Party any right or remedy under the provisions of this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedies provided by law.

33.7 **Disclaimer of Agency:**

Nothing in this Agreement shall be construed to establish any agency or partnership relationship among the Parties, and the Parties specifically disclaim any intention to create such a relationship.

33.8 **Counterparts:**

This Agreement may be executed in counterparts by each Party and each counterpart shall be deemed to be an original, but all of which shall collectively constitute one instrument.

33.9 **Third Party Rights:**

The Parties agree that no person who is not a Party to this Agreement shall have any right of enforcement or any right to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement or to rescind or terminate this Agreement.

For purposes of this provision, "Person" shall mean any person, entity, company, individual, authority, corporation, partnership, unincorporated entity, trust, organization or other legal entity including governmental authority.

IN WITNESS WHEREOF, the duly authorized representatives of PPMC and COMPANY have caused this Agreement to be duly executed the date and year first above written.

SIGNED AND DELIVERED for and on behalf of

PIPELINES AND PRODUCTS MARKETING COMPANY LIMITED

By:...

Name:..

Designation: ....

In the presence of: ....

Signature:...

Name:..

Occupation: ....

Address:...

SIGNED AND DELIVERED for and on behalf of

SOCIETE IVOIRIENNE DE RAFFINAGE (S.I.R.)

By: ....

Name:..

Designation: ....

In the presence of:

Signature: ....

Name: ....

Occupation: ....

Address: ....

APPENDIX 1– REFINERY LOCATION

The Refinery located at Boulevard de Petit-Bassam, Commune de PORT-BOUET, Abidjan, Cote D'Ivoire.

APPENDIX 2 – GASOLINE SPECIFICATION

Property	Limits	Test Method
Appearance	Clear and Bright	Visual
Colour	Ox blood red	Visual
Free Water	Nil	Visual
Suspended Matter	Nil	Visual
Specific Gravity at 15/15°C	0.720 - 0.780	D1298/D0452(1)
Distillate Evaporated at;		D86
70°C, % (v/v), max	10	
125°C, % (v/v), max	50	
180°C, % (v/v), max	90	
End Boiling Point, °C (max)	210	D86
Residue, % (v/v) max	2	D86
Copper Corrosion, 3h at 50°C (max)	Class 1b	D130
Sulphur Content, % (m/m) max	0.10	D5453
Existent Gum (solvent washed), mg/100mL max	4	D381
Oxidation Stability °C (min)	360	D525
Reid Vapour Pressure, kPa (max.)	62.0 (9psi)	D323
Lead Content, max	5ppm	EN237
Benzene, %m/m (max)	2.0	D3606
RON, min	91	D2699

APPENDIX 3 – KEROSENE SPECIFICATION

Characteristic	Requirement	Test Method
Appearance	Clear and Bright	Visual
Colour (Saybolt), (min).	+20	D156
Specific gravity at 15°C	0.775 - 0.825	D4052
Total Acidity, mgKOH/g (max).	0.01	D3242
Distillation:		D86
(a) Percent recovery at 200°C, % vol,(min).	20	
(b) Final boiling point, °C, (max).	300	
Burning quality:		IP10
(a) Clean char (on oil consumed) mg/kg, (max).	15	
(b) Bloom on glass chimney	Not darker than grey.	
Flash point (Abel), °C, (min).	45	D56
Copper corrosion, 2hr at 100°C, (max).	1b	D130
Smoke point, mm, (min).	22	D1322
Sulphur content, % wt., (max)	0.14	D1266

APPENDIX 4 – GASOIL SPECIFICATION

Characteristic	Requirement	Test Method
Appearance	Clear and Bright	Visual
Colour, ASTM (Max.)	3.0	D1500
Specific Gravity, at 15/15°C	0.820 - 0.870	D4052
Acidity, (inorganic acid)	Nil	D664
Total Acid Number mgKOH / g (max)	0.50	D664
Distillation: (a) Percentage recovery at 357°C v/v min). (b) Final boiling point °C (max)	 90 385	D86
Flash point ,°C (min)	66	D93(a)
Kinematic Viscosity at 37.8°C, (cSt)	1.6-5.5	D445
Cloud point, °C (max)	4.4	D2500
Conradson Carbon Residue on 10% residue %wt. (max)	0.15	D4530
Ash % wt. (max)	0.01	D482
Copper strip corrosion, 3h at 100°C	Not worse than No.1	D130
Sediment, % wt. (max)	0.01	D473
Total sulphur, % wt. (max)	0.3	D2622
Water content, % vol. (max)	0.05	E1064 (or D95)
Cetane Index, (min)	45	D976

APPENDIX 5 – IRREVOCABLE AND REVOLVING STAND-BY LETTER OF CREDIT

At the request of
....
(hereinafter referred to as "COMPANY "),

We...(the Bank), hereby open our irrevocable and revolving stand-by Letter of Credit, No. ....,in favor of Pipelines and Products Marketing COMPANY Limited) of .... (hereinafter referred to as ("PPMC"), covering the market value of the Crude Oil delivered to COMPANY or the market value of the Refined Products deliverable to PPMC by COMPANY.

We hereby irrevocably and unconditionally undertake to make payment of USD ______________________________ , in favor of PPMC in a designated PPMC's account No............... with ....bank, upon PPMC's first written request, and on the presentation of the following documentation:

a) A copy of PPMC's Commercial Invoice showing all or part of the quantity and value of .crude oil delivered to COMPANY or the value of refined product deliverable by COMPANY to PPMC.

b) PPMC's signed statement, stating that payment of the above mentioned amount is due, and that payment has not been made by COMPANY, or COMPANY has not performed its refined product delivery obligation and is in breach of its obligations under the processing agreement entered between PPMC and the COMPANY.

We hereby agree that all requests for payment in accordance with the terms stipulated herein will be duly honoured upon presentation of the documentation as set out in paragraphs (a) and (b) above, if presented to the bank, on or before the termination of the processing agreement.

Partial drawings will be allowed.

In addition to any payment made upon presentation of the documentation as set out in paragraphs (a) and (b), we will honour any claims by PPMC for claims for interest at the prime rate, as published by the London Inter-Bank Offer Rate (LIBOR), calculated from the due date of payment to the actual date of payment to the beneficiary.

All related banking charges and commissions, whether for PPMC or COMPANY, shall be solely for the account of COMPANY.

This irrevocable and revolving stand-by Letter of Credit shall be subject to the uniform customs and practice for documentary credit, International Chamber of Commerce, Paris (ICC Publication No. 600 latest version).

This telex is the instrument of utilization. No mail confirmation follows.