BRAZIL - PORTUGAL - SPAIN
VCR Group

VCR PROJETOS CONSTRUÇÕES E INCORPORAÇÕES LTDA (VCR - Brazil)
Av. Paulista, 1471 – Conj. 511, sala 02, Bela Vista, São Paulo, SP-Brasil. ZIP 013311-927, Post Office Box 21321

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Paseo de la Castellana 200, Madrid-Spain, ZIP 28046

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+34 674638706
+351 93 937 4259
https://vcrconstrucoes.com
victor.ceo@vcrconstrucoes.com
Eng. Victor C. Rojas
CEO of VCR GROUP

Oct 2026

SCO & PROCEDURE

Code Number: **VCR S.L.- 14/07/2026**

To: / End Buyer
Att: Mr. - CEO
Vía: Mr. **,** acts as the Business Strategy Representative in of VCR GROUP.

We, VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR SPAIN) as a company of VCR GROUP, represented by Eng. **VICTOR ANTONIO CARVAJAL ROJAS - CEO**, we issue this document SOFT CORPORATE OFFER (SCO), confirms on your behalf and with full responsibility and penalty of perjury, that are have the authority and legal right to sell **EN-590** of Azerbaijan, or Turkmenistan, or Kazhastan origin in accordance with the terms and conditions detailed below:

PRODUCT : **DIESEL GAS OIL EN590 (10 PPM)**
SPECIFICATION: ULSD 10 ppm Diesel Fuel
ORIGIN : Azerbaijan, or Turkmenistan, or Kazhastan or others
DELIVERY CONDITION: Cost, Insurance, and Freight (CIF) ASWP (As per Request & Approval)
TRIAL (***Optional***): **50,000 MT (Spot)**
(Payment Guarantee With payment guarantee through **Escrow Account** or transferable & confirmed **DLC** under UCP600, or transferable & confirmed **SBLC** under ISP98 ICC Publication 590 as payment instruments, issued by Top 50 global banks with a validity of 90 days. Final Settlement The final payment will be made via MT103 bank transfer to one of our designated accounts listed at the end of this offer.)
MINIMUM CONTRACT QUANTITY:
100,000 MT /Month by One year with possible Roll & Extensions
(Payment Guarantee With payment guarantee through transferable & confirmed **DLC** under UCP600, or transferable & confirmed **SBLC** under ISP98 ICC Publication 590 as payment instruments, issued by Top 50 global banks with a validity of 366 days.
Final Settlement The final payment will be made via MT103 bank transfer to one of our designated accounts listed at the end of this offer.
Note 1: This price is for delivery to a single destination port. If there are multiple delivery ports, **we must increase the CIF price by USD 20/ton** for each additional port requested
CONTRACT TERMS: 12 deliveries monthly + R&E.
Price–Annual Contract: Adjustable for each shipment-based
CIF NWE or others Platt ($Usd/MT)
Platt - 60 $Usd/mt
Value of Trial Order: **Usd $ 65,000,000.00** Approximately
With Payment guarantee via **Escrow Account** or transferable & confirmed **DLC** or **SBLC**
(see See bank details at the end)
Value of each shipment: **Usd $ 130,000,000.00** Approximately
With Payment guarantee via transferable & confirmed **DLC** or **SBLC**
(see See bank details at the end)
Total contract value: **Usd $ 1,272,000,000.00**
TOTAL QUANTITY: **1,560,000.00 tons/year in the CONTRACT ANNUAL**.
LOADING PORT: Port of Azerbaijan, or Turkmenistan, or Kazhastan or Others ports of origin
PERFORMANCE BOND (PB): A **2%** of the first month's shipment value — applicable exclusively to the **Annual Contract**.
INCOTERMS: **C.I.F. ASWP (Any Safe World Port)**
Note 2: DIESEL GAS OIL EN590 (10 PPM) (Trial + 12 deliveries annual contract will be available 45 days after receiving the Payment guarantee via Escrow Account (only for trial Order) or transferable & confirmed DLC or SBLC (For Trial order or Annual Contract)
INSPECTION: **SGS** (Societe Generale De Surveillance) / Or equivalent
INSURANCE: Paid by Seller covering 110% of shipment value
PAYMENT TERMS: MT103/TT, with guaranteed **Irrevocable DLC** or **SBLC Unconditional confirmed, divisible, assignable, freely transferable**)
CURRENCY PRICES AND FESS: All in U.S.A. **(U.S. Dollar)** currency
PAYMENT FEES: All fees for intermediaries to Seller Side & Buyer Side will be paid by Seller
PACKING: In Bulk

(***Optional***)

Delivery Month	SPOT	1º	2º	3º	4º	5º	6º	7º	8º	9º	10º	11º	12º
Quantity MT	50.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000	100.000

Terms of Payment: See point x of the procedure
Banking Details: Full details to be provided in reply to VCR's issued SCO / TEMPLATES / FCO / SPA

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NON-NEGOTIABLE CIF TRANSACTION PROCEDURE

1 . Buyer sends Letter of Intent (**LOI**) to the Seller. LOI has to come directly from end buyer's email, to be on the letterhead of the end buyer with all company information, including phone No., Email address, company address, etc. (documents via WhatsApp are not acceptable);

2. SELLER sends **FCO** (Full Corporate offer to the Buyer);

3. The Buyer shall sign the **FCO** and return it to the Seller together with the Bank Comfort Letter (**BCL**). Alternatively, the Buyer may send, via **MT998, a sub-MT799** message indicating its intention to issue an **SBLC** or **DLC** as a payment guarantee. Such instrument may be directed to one of our designated accounts, either at EDSE Spain or Maybank Malaysia.

4. Seller sends format of **ICPO** to the Buyer to be completed by the Buyer;

5. Buyer put the **ICPO** on the letterhead of his company, complete his company and banking information sign/stamp the **ICPO** and return it back to SELLER along with Corporate Profile (**CP**), **KYC/CIS**, and **Company registration documents**;

6. Seller sends Sales and Purchase Agreement (**SPA**) and Proforma invoice (**PI**) to Buyer;

7. After the Seller and the Buyer (the Parties) agree on all the terms and conditions of the **SPA**, they fully sign and stamp the **SPA**;

8. For Trial Order (*OPTIONAL*): (**24**) hours after the contract is signed, the Buyer, a payment may be made as a guarantee into an **Escrow Account** held by the Seller's Arranger at Maybank Malaysia, or another account designated by the Seller. Alternatively, the Buyer may issue a SWIFT MT799 Pre-Advice, confirming its intention to provide as guarantee either:

- An **MT760** – Irrevocable, unconditional, transferable, and confirmed SBLC under ISP98 (ICC Publication 590); **or**
- An **MT700** – Irrevocable, unconditional, transferable, and confirmed DLC under UCP600.

One of the above instruments must be issued for an amount equal to the value of the trial order of 50,000 metric tons of EN590, approximately **USD 65,000,000** (Sixty-five million United States dollars), with a validity period of 90 days, and must be sent from one of the world's top 50 banks to the Seller's designated bank. (See our Seller's Arranger account at EDSE Spain or Maybank Malaysia at the end of this FCO)

9. For Annual Contract: Three (3) days after the ship(s) with the Trial Order depart from the port of origin, The Buyer shall issue, or make an amendment to, the guarantee for the value of one of the twelve monthly deliveries, and shall also issue or amend the validity period of the guarantee to up to 366 days. This must be done from one of the world's top 50 banks to the Seller's designated bank (EDSE Spain or Maybank Malaysia).

- If amended via **MT767**: The guarantee for one of the twelve deliveries shall be an **MT760** Standby Letter of Credit (SBLC), irrevocable, unconditional, transferable, and confirmed, subject to ISP98 (ICC Publication 590), for the amount of **USD 130,000,000.00**. (One Hundred thirty million United States dollars)
- If amended via **MT707**: The guarantee for one of the twelve deliveries shall be an **MT700** Documentary Letter of Credit (DLC), irrevocable, unconditional, transferable, and confirmed, subject to UCP600, for the amount of **USD 130,000,000.00**. (One Hundred thirty million United States dollars)

Please refer to the Seller's Arranger account details at Maybank Malaysia provided at the end of this FCO.

10. Within 7 to 10 days of receipt of the **Escrow Account** (*Trial Order only*) or transferable & confirmed **DLC** or **SBLC** by the seller's Bank, the Seller sends Proof of Product to the Buyer; Seller releases to the Buyer Partial **PPOP** Documents via electronic mail as listed below:

a. Copy of Tax Registration Certificate (Certificate of Incorporation),
b. Certificate of origin
c. Product Passport,
d. Statement of availability of product.
e. Performa Invoice.

11. Within a maximum period of 10 business days, the Seller shall issue in favor of the Buyer —via direct bank-to-bank transfer— a Performance Bond (**PB**) equivalent to **2%** of the value of the **DLC** or **SBLC** issued for the annual contract. This guarantee shall have a minimum validity of one year and will be issued through SWIFT MT760 (an unconditional, cash-backed Standby Letter of Credit). ***Please note that no PB will be issued for the Trial Order.***

12. Within 5-10 working days on confirmation and acceptance of the Buyer's Escrow Account/SBLC/DLC, seller commence loading of the product and issues full POP/Shipping documents as listed below, with legalized SPA to buyer's company via bank to bank and copies via email; buyer shall notify the seller by official written notice of his bank receiving seller's full **POP/Shipping documents:**

***a**. Copy of export license, issued by the ministry of Petroleum and Energy.*
***b**. Copy of approval to export, issued by the ministry of justice.*
***c.** Copy of Transnet contract to transport the Product to the Port.*
***d**. Copy of the Port Storage agreement/ Insurance.*
***e**. Copy of charter party agreement.*
***f.** Copy of Customs clearance certificate.*
***g**. Copy of the tank receipt issued by the storage facilitator.*
***h**. Copy of Fresh SGS Report or Equivalent at Loading Port.*
***i.** Copy of Vessel Q88*
***j.** Copy of Bill of Lading*
***k**. Copy of Cargo Manifest*
***l.** DTA & ATB.*
***m**. NOR/ETD.*

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13. Shipment commences as scheduled in the contract and upon arrival of the cargo at the discharge port, within 2 working days of vessel's arrival at discharge port, buyer's inspection team carry out **SGS/CIQ** or Equivalent Inspection to ascertain quality and quantity of the product.

14. Upon successful **SGS/CIQ** Inspection by the buyer, Buyer's Bank release payment for the total shipment value via swift Cash transfer **MT103/TT** within **2 banking days of issuing the SGS report at discharge port,** then Product is discharged to buyer's destination storage facility and title of product ownership transferred to buyer.

15. The seller pays all intermediaries involved in all the transactions as per signed **NCNDA/IMFPA** within 72 hours.

16. Subsequently monthly shipment continues as per signed **SPA** and product payment will be made against successful **SGS/CIQ** or equivalent inspection via swift Cash transfer **TT/MT103**.

This **SCO** is valid until **31 Oct - 2026**. The price is subject to change unless an **ICPO** is sent to the Seller, along with all the documents requested as per Item **No. 5** of the Transaction Procedures by the validity date of the **SCO.**

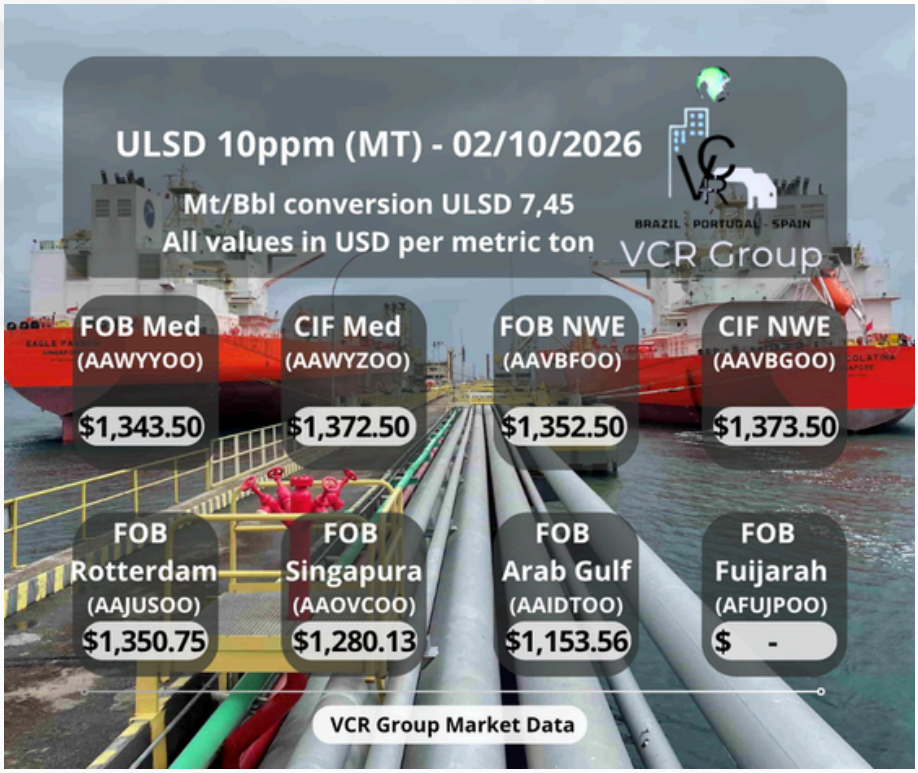
VALIDITY OF THIS OFFER: 8 days

Signed by:

Buyer's signature accepting this SCO

Mr. VICTOR C. ROJAS, ENG.
CEO of all VCR Group companies.
Passport N° AR893143 of Colombia
RNE N°: V-928295-0 of Brazil
NIF N°: 328.041.637 of Portugal
NIE N°: Z0248637-N of Spain

C / End Buyer
Att: Mr. - CEO



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Banking Information to receive for **Trial Order**, and/or for Guarantee the **Annual Contract** via **Escrow Account** or transferable & confirmed **DLC** or **SBLC**, and pay via **Mt 103** cash transfer for each delivery of the contract

EDCB - SELLER´S ARRANGER ACCOUNT FOR VCR GROUP

BANK NAME:	MAYBANK ISLAMIC BERHAD
ADDRESS:	Kuala Lumpur Main Branch
SWIFT/BIC CODE:	MBBEMYKL
BANK ACCOUNT N°.:	564259055401
ACCOUNT TYPE:	SME First Account-i
REF:	**MAAT INTERNATIONAL SINO TRADING** - ***Seller´s Arranger***
BANK OFFICER	TBA

or

ROUTE RMA to send **SBLC / DLC** to **EDSE-Spain** via **KFH-Bahrain**
AS *SELLER´s ARRANGER AGENT* OF VCR GROUP

via:

BANK NAME:	KUWAIT FINANCE HOUSE BSC
ADDRESS:	BLDG. 2495 ROAD 2832 AL SEEF DISTRICT 323 MANAMA, BAHRAIN
SWIFT/BIC code:	AUBBBHBMXXX (Logical terminal X)

To

BANK NAME:	EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA
ADDRESS:	CALLE JOSE ABASCAL 45, FLOOR 6 28003 MADRID, SPAIN
SWIFT/BIC code:	EDSXESM2XXX (Logical terminal X)
REF:	**EUROPEAN DIGITAL COMMERCIAL BUREAU-UK** - ***Seller´s Arranger***
BANK OFFICER:	santiago@portfolio.exchange

or

ACCOUNTS FOR PAY VIA MT 103 CASH TRANSFER FOR EACH DELIVERY OF THE CONTRACT

SELLER INFORMATION

BENEFICIARY/ ACCOUNT NAME N°:	VCR CONSTRUCCIONES Y COMERCIO S.L.
BANK NAME:	CAIXABANK
BANK ADDRESS:	ALBERTO ALCOCER 1-3 MADRID-SPAIN
ZIP CODE N°:	28036
AGENCY N°:	9055
SWIFT IBAN N°:	ES35 2100 9055 1602 0049 7918
SWIFT CODE N°:	CAIXESBBXXX
BANK OFFICER(S):	FRANCISCO ALFONSO GONZÁLES HERRERA
EMAIL OFFICER 1:	FRANCISCOALFONSO.GONZALEZ@CAIXABANK.COM.ES
PHONE OFFICER N°:	+34 686 731 740

or

COMPANY NAME:	VCR CONSTRUCCIONES Y COMERCIO S.L.
BANK NAME:	SANTANDER
BANK ADDRESS:	BRAVO MURILLO, 331. MADRID-SPAIN
ZIP CODE N°:	28020
AGENCY N°:	2661
SWIFT IBAN N°:	ES45 0049 2661 4225 1447 2284
SWIFT CODE N°:	BSCHESMM
BANK OFFICER(S):	RODOLFO PINTADO MOLINA
EMAIL OFFICER 1:	RODOLFO.PINTADO@GRUPOSANTANDER.ES
PHONE OFFICER N°:	+34 691 51 23 30

or another Bank that we report in the SPA,

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SPECIFICATION of ULSD 10 ppm Diesel Fuel (EN590)

Property	Test method	Test Unit	Guarantee	Limit
Density at 15 0C		kg/m3		820-845
Polycyclic aromatic hydrocarbons	EN 12916	wt%	8	Max
Flash Point	EN 2719	0 C	>55	
Cold Filter Plugging Point CFPP	EN 116	0 C		
Winter Grade			-15	max
Summer Grade			5	max
Distillation	EN ISO 3405			
Recovered al 250C		Vol%	65	max
Recovered al 350C		Vol%	85	min
95% (Vol/Vol) Recovered at		0 C	360	max
Sulphur	EN ISO 20846 EN ISO 20884	mg/kg	10	max
Carbon Residue (on 10%residue)	EN ISO 10370	wt%	0,30	max
Viscosity at 40C	EN ISO 3104	cst	2.0-4.5	
Copper Strip Corrosion (3h a5 50C)	EN ISO 2160	rating	No.1	max
Fatty acid methyl ester(FAME) content	EN 14078	Vol%	7,0	max
Cetane Number	EN ISO 5161 EN 15195		51	min
Cetane Index	EN ISO 4264	calculated	46	min
Water	EN ISO 12937	mg/kg	200	max
Particulate Matter	EN 12662	mg/kg	24	max
Oxidation Stability	EN ISO 12205 EN 15751	g/m3 h	25 20	max min
Lubricity (wsd1,4) at 60C	EN ISO 12156/1	um	450	max