

SAVARO LTD
10 Great Russell Street
WC1B 3BQ, London
England
United Kingdom

July 10th, 2013

SALE PURCHASE CONTRACT NUMBER AS781N/1007

"RUSTAVIAZOT" LLC
2, Mshvidoba Str., Rustavi, 3702,
GEORGIA

This Agreement (the "Agreement") is hereby made and entered into by and between

SELLER: "RUSTAVIAZOT" LLC (the "SELLER")
2, Mshvidoba Str., Rustavi, 3702,
Georgia

BUYER: SAVARO LIMITED (the "BUYER")
10 Great Russell Street
WC1B 3BQ, London
England
United Kingdom

The Seller and the Buyer shall each be a "Party" and collectively they shall be the "Parties".

ARTICLE 1. Agreement

The Seller hereby agrees to sell and the Buyer hereby agrees to buy the commodities described in Article 2-1 below (the "Commodities"), subject to the terms and conditions of this Agreement.

ARTICLE 2. Commodities; Quality and Specifications

2-1 Commodities

Product: 2750MTS +/-0% of High Density Ammonium Nitrate, IMO 5.1, in big bags

Total quantity:

2750 MT +/-0% of High Density Ammonium Nitrate, IMO 5.1 in 1000 kg pppe big bags, FOB
Beira Port, Port of Black Sea, Georgia (for further transportation to Beira port, Mozambique).

Final destination: Mozambique

Package: 1000 big bags pppe made of highly strong polypropylene bags with polyethylene inner liner safe for on land and sea transportation providing complete safety of the Product

Marking: The print is to be made indicating the ultimate user's details as below:

NITROPRILL HD
HIGH DENSITY AMMONIUM NITRATE
WEIGHT KG NET 1000 KGS
TYPE: NITROGEN CONTENT (N2)
ON BASIS NH4NO3 NOT LESS THAN 98.5%
PRODUCTED FOR FEM

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2-2 Quality and Specification of High Density Ammonium Nitrate is guaranteed by the Seller and is to be as follows:

1. Purity (NH_4NO_3) on dry basis - min 98%
2. Nitrogen content - min 34.5%
3. Moisture content - max 0.3%
4. PH (10% solution) - min 5.0%
5. Insoluble (in 10% nitric acid solution) - max 0.2%
6. Mass content of additives $\text{Mg}(\text{NO}_3)_2$ in terms of MgO - 0.3-0.4
7. Anti-caking - max. 0.2%
8. Particle size 1-3mm - min. 93%
and under 1mm - max 4%
9. Friability - 100%

ARTICLE 3. Price and Payment

3-1 Unit Price and Total Price

The Unit and the total Prices for the contracted Products supplied under the Present Agreement are to be fixed and stipulated in a separate Addendum to this Agreement which will be considered as an Integral Part of the Present Agreement.

3-2 Payment terms

The payment under the present Agreement for the supplied Products is to be effected via 100% advance payment made by the Buyer on the account of the Seller within 3 (three) banking days after the date of issue of the Seller's Proforma Invoice. The following shipping documents shall be presented by the Seller to the Buyer within 5 (five) working days after the date of shipment.

1. Commercial Invoice in 3 (three) originals and 3 (three) copies
2. Packing list in 1 (one) original and 3 (three) copies
3. Full set of Clean on Board Charter Party Bills of Lading issued or endorsed to order of "Banco Internacional de Mocambique" and notifying "Fabrica de Explosivos, Av Samora Machel, Parcela 10, Matola, Mocambique", marked "freight payable as per charter party"
4. Certificate of Origin in 1 (original) and 3 (three) copies
5. Certificate of Quantity in 1 (one) original and 3 (three) copies
6. Certificate of Quality in 1 (one) original and 3 (three) copies

The date of shipment is considered to be the date of Bill of Lading.

3-3 Final value

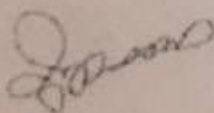
The total value is based upon the quantity stated Article 2-1. The final invoiced quantity shall be based on the quantity stated in the Bills of Lading in accordance with the certificates of quantity, quality and analysis issued by International Independent Inspection Company at the port of loading.

ARTICLE 4. Delivery and Shipping Terms

Transshipments: not allowed

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Partial shipments: not allowed
Loading rate in Batumi: 1000MT per WWD SSHEXCL/ the Seller guarantees this loading rate to the Buyer to avoid any demurrage
Loading port: Batumi port, Black Sea Port, Ukraine
Destination port: Beira port, Mozambique
Shipping terms: FOB (Free on Board) INCOTERMS 2010 edition

ARTICLE 5. Force Majeure.

An event of force majeure shall be defined as any circumstance not within the reasonable control of the Party affected and which, despite the exercise of reasonable diligence, such Party is unable to prevent, avoid or remove and which has rendered impossible the performance of any or all of that Party obligations under this Agreement. The force majeure clause of the International Chamber of Commerce 2013 (ICC Publication No 650) shall apply to this Agreement and is hereby incorporated herein.

No failure or omission to carry out or to observe any of the terms, provisions or conditions of this agreement shall give rise to any claim by one party hereto against the other, or be deemed to be a breach of this agreement if the same shall be caused by, or arise out of, war, hostilities, sabotage, blockade, revolution, or disorder; expropriation or nationalization; disruption of transportation of product from the discharge port and consequent delays; breakdown or damage to storage or discharge facilities; prevention of discharge by terminal or port authorities; embargoes or import restrictions; acts of God, fire, frost, earthquake, storm, lightning, tide, tidal wave or perils of the sea; accidents of navigation or breakdown or delay of or injury to vessels, accidents to or closing of harbors, docks, canals or other assistances to or adjuncts of shipping or navigation; strikes, lockouts or other labor disturbances, explosion, accidents by fire or otherwise; or any other events, matter, or thing whatever occurring, of the same class or kind as those above set forth, which shall not be reasonably within the control of the party affected thereby and which by due diligence such party is unable to prevent or overcome (herein called "Force Majeure").

The Party claiming force majeure shall notify the other party within 2 Swiss business days after the claiming party has notice thereof.

ARTICLE 6. Governing Law and Arbitration

This Agreement shall be governed by Swiss law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be referred to the arbitration of three persons in Geneva, one to be appointed by the Seller, one to be appointed by the Buyer and the third by the two so chosen, who shall be chairman. The language of the arbitration shall be English.

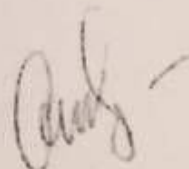
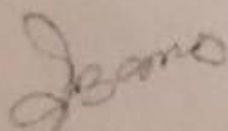
ARTICLE 7. Notices

Any notice permitted or required by this Agreement must be in writing and, unless otherwise stated, may be given in person or by courier, e-mail or fax, to the recipient at the address set forth above. Any such notice will be deemed to be given:

- (a) if delivered in person, at the time of delivery;
- (b) if sent by courier, upon receipt, as evidenced by a delivery notice from the courier;
- (c) if sent by fax, at the time specified in the fax transmission report of full transmission, free of errors, to the recipient's fax number; or
- (d) if sent by e-mail, when received.

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ARTICLE 8. Addendums

Any amendment to this Agreement shall be in the form of an addendum in writing and must be signed by both Parties and shall therefore form and become an integral part of this Agreement.

ARTICLE 9. Miscellaneous

(a) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties relating to the purchase of the Products in the quantities and during the period specified herein. All prior and contemporaneous representations, understandings and agreements are superseded and merged herein.

(b) Modifications: This Agreement cannot be modified except in a written form signed by both Parties to this Agreement. No usage of trade or prior course of dealing or performance between the Parties shall be deemed to modify the terms of this Agreement.

(c) Waiver: the failure of the Party to exercise or enforce any right under this Agreement shall not be deemed to be waived (in whole or in part) of that right or any other right conferred by this Agreement nor shall it operate to bar the exercise or enforcement of any such right any time thereafter.

(d) Assignment: This Agreement shall not be assigned without the prior written agreement of both Parties.

(e) Confidentiality: Each Party agrees to keep the existence and nature of this Agreement confidential and not to use the Agreement or the name of the other Party in any publicity, advertisement or other disclosure without prior written consent of the other Party.

We are pleased to have concluded this transaction. Kindly sign and return a copy of this contract for our files.



"RUSTAVI AZOT" LLC

By duly authorized signatory
For and on behalf of "RustaviAzot" LLC



SAVARO LIMITED

By duly authorized signatory
For and on behalf of Savaro Ltd