

<b>CR Number</b> 1263070	رقم السجل التجاري 1263070
<b>Commercial Name</b> blue pacific general trading	الاسم التجاري المحيط الهادي الأزرق لتجارة العامة
<b>Legal Type</b> Individual Firm / Merchant	الشكل القانوني تاجر فرد
<b>Head Q</b> South Al Mabilah / Al-Seeb / Muscat Governorate	المركز الرئيسي المعبلة الجنوبيه / السيب / محافظة مسقط
<b>P.O.Box:</b> 487 <b>Postal Code:</b> 122	ص.ب: 487 رمز بريدي: 122
<b>Telephone:</b> 968 95034460	هاتف: 968 95034460
<b>Email:</b> elaheh_shamsian@hotmail.com	البريد الإلكتروني: elaheh_shamsian@hotmail.com
<b>Establishment Date:</b> 12/07/2016	تاريخ التأسيس: 2016/07/12
<b>Registration Date:</b> 14/07/2016 <b>Active</b>	تاريخ التسجيل التجاري 2016/07/14 نشط
<b>Expiry Date:</b> 12/07/2021	تاريخ انتهاء السجل التجاري: 2021/07/12
<b>Fiscal Year End:</b> 31/12	تاريخ انتهاء السنة المالية: 12/31
<b>Cash Capital:</b> 20,000	رأس المال النقدي: 20,000
<b>Kind Capital:</b> 0	رأس المال العيني: 0
<b>Total Capital (Omani Riyal):</b> 20,000	رأس المال الكلي (بالريال العماني): 20,000
<b>No. of Shares:</b> 0	عدد الأسهم: 0

Registered Commercial Activities

الأنشطة التجارية المسجلة

461003:Activities of export and import offices	461003:مكاتب التصدير والاستيراد
477327:Retail sale in specialized stores of petroleum industries equipment	477327:البيع بالتجزئة في المتاجر المتخصصة لأدوات الصناعات البترولية
473006:Storage and distribution of commercial fuel upper Filling Stations(license pending)	473006:محطات تخزين وتوزيع الوقود التجاري للتعبئة العلوية (النشاط غير مرخص)
466308:Wholesale of miscellaneous construction materials	466308:البيع بالجملة لمواد بناء متنوعة

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضمانا للحصول على ترخيص باستقدام قوى عاملة وافدة.



أمانة السجل التجاري  
2018/11/29



إعادة طباعة :

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رقم السجل التجاري 1263070

Registered Commercial Activities

الأنشطة التجارية المسجلة

477328:Retail sale in specialized stores of agricultural materials and equipment	477328:البيع بالتجزئة في المتاجر المتخصصة للمواد والمعدات الزراعية
192001:Oil and oil products refineries (license pending)	192001:مصافي النفط ومشتقاته (النشاط غير مرخص)
091001:Drilling of oil and natural gas wells (license pending)	091001:حفر آبار النفط والغاز الطبيعي (النشاط غير مرخص)
461004:Trading business agencies (excluding portfolio and security exchange)	461004:وكالات الأعمال التجارية (لا تشمل أعمال المحافظ والمتاجرة بالأوراق المالية)

Partners/Board Members/Authorized Managers

أسماء الشركاء/أعضاء مجلس الإدارة

<b>Name</b> ELAHEH MOHAMMAD REZA SHAMSIAN SHAMSIAN	<b>الاسم</b> الهه محمد رضا شمسيان شمسيان
<b>Nationality:</b> Sultanate of Oman	<b>الجنسية:</b> سلطنة عمان
<b>ID Number:</b> 65478374	<b>رقم الهوية:</b> 65478374
<b>Passport No.:</b> HZ9746975	<b>رقم جواز السفر:</b> HZ9746975
<b>Designation:</b> Owner	<b>الصفة:</b> مالك
<b>Registration Date:</b> 14/07/2016	<b>تاريخ التسجيل:</b> 2016/07/14

Authorized Managers and Signatories

أسماء المفوضين بالإدارة و التوقيع

<b>Name</b> ELAHEH MOHAMMAD REZA SHAMSIAN SHAMSIAN	<b>الاسم</b> الهه محمد رضا شمسيان شمسيان
<b>Nationality:</b> Sultanate of Oman	<b>الجنسية:</b> سلطنة عمان
<b>ID Number:</b> 65478374	<b>رقم الهوية:</b> 65478374
<b>Passport No.:</b> HZ9746975	<b>رقم جواز السفر:</b> HZ9746975
<b>Designation:</b> Owner - Sole	<b>صفة التفويض:</b> مالك - منفرد
<b>Authorization Type:</b> Full	<b>نوعية التفويض:</b> مطلق
<b>Authorization Limit:</b> Unlimited	<b>حدود التفويض:</b> غير محدودة
<b>Registration Date:</b> 14/07/2016	<b>تاريخ التسجيل:</b> 2016/07/14

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضمانا للحصول على ترخيص باستقدام قوى عاملة وافدة.



أمانة السجل التجاري  
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رقم السجل التجاري 1263070

Allowed Imported Items

السلع المصرح باستيرادها

Agricultural Materials And Equipment	مواد ومعدات زراعية
Petroleum Industries Equipment	ادوات الصناعات البترولية
Different Construction Materials	مواد بناء متنوعة

Note:

ملاحظات:

This certificate is digitally signed.

هذه الشهادة موقعة رقمياً.

This certificate has been signed and certified using a Digital Signature Certificate as specified under The Electronic Transactions Law of the Sultanate of Oman issued by His Majesty's Royal Decree (69/2008).

تم توقيع واعتماد هذه الشهادة باستخدام خاصية الشهادات الموقعة رقمياً وفقاً لما هو وارد في قانون المعاملات الإلكترونية لسلطنة عمان والصادر بموجب المرسوم السلطاني رقم (2008/69).

To check the validity and authenticity of the digitally signed documents and certificates, please check the online service of National Digital Certification Center at ( www.oman.om/tam ).

يرجى التحقق من صلاحية ومصداقية المستندات والشهادات المصدقة رقمياً عن طريق الخدمات الإلكترونية المقدمة من المركز الوطني للتصديق الإلكتروني وذلك عبر الرابط ( www.oman.om/tam ).

The information in this commercial registration is registered based on the Commercial Registration Law No. (3/1974). The commercial registration owner is obligated to obtain the approval of the competent authorities before the commencement of any economic activity when the activity is restricted by prior consent, including the introduction and operation of foreign labor force.

تم قيد المعلومات بهذا السجل بموجب قانون السجل التجاري رقم (1974/3). ويستلزم على مالكة الحصول على موافقة الجهات المختصة قبل مباشرة أي نشاط اقتصادي متى كان النشاط مقيداً بموافقة مسبقة بما في ذلك استقدام وتشغيل القوى العاملة الوافدة.

This certificate proves that this commercial registration has a membership of Oman Chamber of Commerce and Industry for only one year from registration date.

شهادة السجل التجاري تثبت أن هذا السجل منتسب لغرفة تجارة وصناعة عمان لمدة عام واحد فقط من تاريخ التسجيل.

The Commercial Registration and the CR certificate are not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر تسجيل السجل التجاري وشهادة السجل التجاري موافقة أو ضماناً للحصول على ترخيص باستقدام قوى عاملة وافدة.

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضماناً للحصول على ترخيص باستقدام قوى عاملة وافدة.

أمانة السجل التجاري

2018/11/29



إعادة طباعة :

ELAHEH

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## شهادة انتساب Membership Certificate

Oman Chamber of Commerce Industry hereby certifies that the		تشهد غرفة تجارة وصناعة عُمان بأن المحيط الهادئ الأزرق لتجارة العامة	
CR No	1263070	1263070	رقم السجل
Registered in the grade	Fourth	الرابعة	سجلت بالفئة
OCCI No	96046	96046	رقم الغرفة
Date of issue	29/09/2019	29/09/2019	تاريخ الإصدار
Date of expiry	17/07/2021	17/07/2021	تاريخ الانتهاء
Head Office	Muscat	مسقط	المقر الرئيسي



*Handwritten signature*

- In case the annual subscription charges are not paid,  
your membership will be considered as cancelled.

إذا لم يسدد الأشتراكك تعتبر عضويتكم بالغرفة لاغية



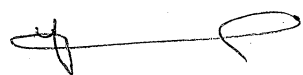
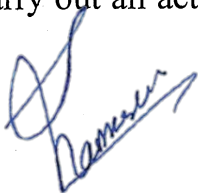






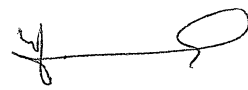
## Special Power of Attorney

I the undersigned, ELAHE MOHAMMAD REZA SHAMSIAN National of Oman, holding ID/passport No. HZ9746975/65478374 on behalf of Blue Pacific General Trading Company, a company incorporated and existing under the laws of Oman, register number 1263070, in my personal capacity, as authorize signatory of the company, hereby empower and authorize Mr. MEHDI SHARIFI NIKNAFS National of Iran holding passport No. V40158731 to act on my behalf to signing and incorporating any commercial, occupational, chemical ,pharmaceutical or industrial business and change me as a partner in any existing company partnership either with HER or with others anywhere in the world to sign the memorandums of association, after and cancel them by the notary Public, to purchase shares or full trade, professional, industrial or touristic license at any place and fulfill my shares in capital and has the right to choose the trade name and activity, business location, sign lease contracts, pay the rental value, issue licenses, finalize all official procedures, submit and collect transactions and obtain the forms prepared for that purpose, fill and sign them, receive the License after issuance thereof, declare the establishment and register it in the Commercial Register and Chamber of Commerce and Industry, renew registration, pay the prescribed fees, sign contracts and documents required for this purpose, I have authorized him to open, close and manage bank accounts by way of withdrawal and deposit, sign cheques and carry our all bank transactions related thereof, I have authorized him to manage my shares in the establishment established by him or any other existing establishment, technically and administratively, represent the same in his relations with the third parties and shall have all powers required for the management thereof, carry out all acts necessary to its purpose and accept it, sign contracts in his name,



open, follow up and waive notifications after fulfilment of its value, appoint and dismiss lawyers, and the right to appoint the employees and workers of the establishment and contract with them, specify and pay their remunerations, supervise their works, end their services and other management duties without limitation, and he shall issue, renew and cancel the cards and visas for the employees and workers, renew, rent and follow up the licenses and establishment vehicles registration, appoint and dismiss drivers, purchase and sell shares in my name, and he, shall dispose of part or all my share in the existing companies or which established by her in all types of disposition and sale, transfer its ownership either to his name or to the name of others or to the name of any partner, sign contracts required for that purpose, sign any appendixes arising in the memorandum of association and attest them, and the right to purchase shares form Herself or form the third parties, dissolve and liquidate the companies and cancel the partnership, appoint the liquidator, delete my name from the licenses and commercial register, attend the meetings of the general assembly and vote on decisions, take the decision appropriate for me, change the sole establishments to limited liability companies or to civil works companies, sign memorandums of association and attest them with the Notary Public, cancel and attest the contract of previous companies and establishments. In order to do so, he shall represent me before all official and non-official departments, submit transactions to such departments and receive them. I hereby approve and agree on all disposals and actions he may make within what powers attributed to him and authorize him to sign any papers, documents or contracts relating to task assigned to him before all competent authorities and he may authorize the third parties in all or some of the above mentioned. For that, I signed and request the Notary Public to duly notarize it.

**Principal:** 





# Trustee Agreement

The terms and conditions set forth hereinafter apply to the business relations between the “Nominee” and the “Grantor” as identified herein.

BETWEEN THE UNDERSIGNED:

BLUE PACIFIC GENERAL TRADING COMPANY, a company incorporated and registered under the laws of Oman, registration number 1263070, its authorized signatory Ms ELAHE MOHAMMAD REZA SHAMSIAN ID Number 65478374 hereinafter referred to as the “**Nominee / Trustee**”,

&

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC Company, a company incorporated and registered under the laws of Oman, registration number 1349004, authorized signatory Mr MEHDI SIROUS SHARIFI NIKNAFS with Passport Number V40158731 hereinafter referred to as the “**Beneficiary / Grantor**”.

WHEREAS, **Nominee** passes all her rights and obligations to **Grantor** by signing this Trustee Agreement

WHEREAS, **Nominee** deposes the right of negating the **Grantor** by signing this Trustee Agreement.

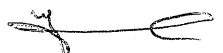
THEREFORE, Grantor and Nominee have come together to define the terms and conditions of their relationship .

IT HAS BEEN AGREED THE FOLLOWING:

## 1. Object

1.1. **Grantor** hereby appoints **Nominee** for acting as a trustee by holding shares on her name but in fact on behalf of Grantor in the capital and consequently to act as a nominee shareholder on behalf of the Beneficiary.

1.2. **Grantor** hereby appoints **Nominee** for acting as a trustee by managing and administrating under her name but in fact on behalf of grantor, and consequently to act as a nominee manager accordingly



to and within the limits of the instructions given by Grantor, and to represent before third parties.

## **2. Acknowledgments & Warranties**

- 2.1. The **Nominee** hereby covenants with the **Grantor** that she takes possession of the share capital on her own name but for and on behalf of the Grantor
- 2.2. The **Nominee** hereby declares and acknowledges that the share capital of as mentioned above is in fact held by her in trust for **Grantor**, who is the sole beneficial owner thereof.
- 2.3. The **Nominee** hereby admits that, consequently, all rights deriving from the share capital belong to **Grantor** as the real owner, and therefore, she accepts to make use of those rights, and specially the right of vote in the company's decision making forums, by strictly following the instructions given to him by the **Grantor**.
- 2.4. The **Nominee** hereby commits herself to immediately transfer part or all of the share capital of. currently held by her in trust to **Grantor** or to any Third Party as it may direct, whenever required by **Grantor** for any reason whatsoever.
- 2.5. The **Trustee** hereby obligates himself to fully comply with and execute the lawful instructions of the **Beneficiary**, provided at all times that the **Nominee** reserves the right to decline an instruction if, within her absolute discretion, the **Nominee** reasonably believes that complying with such instruction may expose the Nominee to legal risk or cause her to incur any liability.
- 2.6. **Grantor** hereby undertakes and warrants that shall not and never carry out illegal and prohibited activities with regards to any applicable domestic or international laws and regulations.
- 2.7. **Grantor** hereby assumes liability for any and all obligations arising directly or indirectly in respect of the businesses and activities of **petrochemicals, oil and gas products** and consequently agrees and states to save and hold harmless and if necessary to indemnify **Nominee** against all liabilities, claims, losses, costs, injuries and

damages incurred or arising, whether directly or indirectly, out of or in connection with the activities of **chemical, pharmaceutical**

2.8. Nominee shall be liable, directly or indirectly, for his wrongful acts or omissions.

### 3. Fees

3.1. The remuneration of the **Nominee** for acting accordingly to the provisions of Article 1 above, including the responsibility related to his mission, shall be, payable by the **Grantor** on a monthly basis by when the **establishment became** fully operative after completion of the incorporation procedure and the opening of the bank account.

3.2. The costs and expenses in connection with businesses and activities shall be borne solely and exclusively by the **Grantor** and the **Nominee** shall be reimbursed for any amount advanced by her for paying costs and expenses, upon presentation of receipt.

### 4. Due Diligence & Confidentiality

4.1. All information and/or document provided by the **Grantor** to the **Nominee** is and remains only for the internal file of the **Nominee** who is committed to keep them confidential at all time, unless if the information and/or document is for the intention of one or more third parties (such as but not limited to business partners, clients, suppliers, administrations) properly designated and authorised by the **Grantor**.

4.2. The **Nominee** acknowledges that he shall provide his services under this Agreement in a diligent, proper and prompt manner and exercises professional skill and due care while always preserving the best interests of **Grantor**.

### 5. Duration & Termination

The present contract enters into force on the date of signature and shall remain valid and in force and binding between the parties until its termination upon the mutual agreement between the parties or accordingly to the followings:

A) The **Beneficiary** is entitled to terminate the present agreement at any time and for any reason whatsoever, with effect however from the date either is liquidated and dissolved or its ownership and



managem has been transferred from the **Trustee** to another owner and manager.

B) The **Trustee** is entitled to terminate the present agreement for any reason whatsoever, provided that he gives a two-month prior notice enabling the **Beneficiary** to either liquidate and dissolve or transfer its ownership and management from the **Trustee** to another owner and manager.

## 6. **Governing Law & Settlement of Disputes**

6.1. These Terms of Business shall be governed by and construed in accordance with the laws of **Islamic Republic of Iran**

6.2. Any dispute connected with the formation, performance, interpretation or termination of the present Agreement or arising there from or related thereto and in any manner whatsoever shall be submitted to arbitration in accordance with the provisions set forth in the rules of Arbitration of the Tehran Regional Arbitration Center.

## 7. **Number of Articles and Copies**

This Agreement is signed in 7 articles and 2 copies, by and between Grantor & the Nominee. Each copy is valid separately . Agreement is effective from the date of signing.

**For Grantor**

  
**For Nominee**

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC

BLUE PACIFIC GENERAL TRADING COMPANY

MEHDI SIROUS SHARIFI NIKNAFS

ELAHE MOHAMMAD REZA SHAMSIAN

## GENERAL POWER OF ATTORNEY

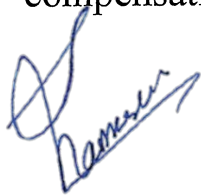
I the undersigned, ELAHE MOHAMMAD REZA SHAMSIAN National of Oman, holding ID/passport No. HZ9746975/65478374 on behalf of Blue Pacific General Trading Company, a company incorporated and existing under the laws of Oman, register number 1263070, in my personal capacity, as authorize signatory of the company, hereby appoint, Mr. MEHDI SHARIFI NIKNAFS National of Iran holding passport No. V40158731 to be my true and lawful attorney to conduct all and any of the acts and things hereinafter mentioned that is to say:

- 1) To act in the trade, professional or industrial, tourism license by assignment or mortgage whether to herself or other under the conditions as deemed proper by for her confirmation , to receive the value of the selling in cash or by Cheques and in cash the same from banks,ro represent me and act on my behalf for forming commercial or industrial or civil company or any License issue from Oman's Government and insert my name as a shareholder in the existing company and buy share from any company in Oman under my name or with anybody and to sign partnership with them or with others to act an attorney and to do, perform and carry out all acts, matters and things as an attorney may in his sole discretion deem necessary or desirable in relation or in connection with the business and affairs of the company in Oman's Government, To represent the company, sign for me and act on my behalf in all applications memorandum and articles, dealings negotiations, and matters with ministries, departments, institutions, committees, Authorities and bodies whatsoever they may be and



with any person, firm, establishment, company and local authority , To transfer, sell or assign all my shares to himself or any third party, and have the right to represent me from time to time as my true and lawful attorney with regards to my shares and I will have no claims over profits and any other assets of the company, she is also authorized to attend and vote on my behalf at all meetings, including General Meeting of the said company from the date hereof and when it is cancelled.

- 2) To represent me to sign, submit, receive any document on my behalf and pay fees for this purpose before all Government Departments and non-Government Departments, to sign , renew, apply , receive, cancel, submit, apply for and obtain on my behalf all permissions, approval and consents required at the time of handover including formalities with respect to permissions from General Directorate of Residency and Foreigners Affairs as may be required, and have the right to receive, deliver the catch deposited bank guarantees in my name or in the name of sponsorship from the General Directorate of Residency and Foreigners Affairs or Ministry of Labour or any other relevant Authority.
- 3) To execute surveying procedures, inspection, checking, review, audit, issue licenses, permits, plans, proprietorship plans, proprietorship deeds and documents, membership certificates and also entry and registration procedures, correcting, erasing, deleting and cancelling procedure.
- 4) To receive financial and kind arbitrage and dues , prices, rents, insurances compensations, debts whether amicably or judicially, also to fulfill and pay the





prices, rights of others, rents, wages, salaries, fees, taxes, insurances, compensations, allowances and penalties.

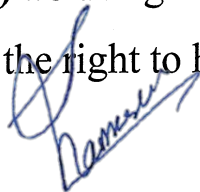
5) To represent me before all natural and judicial persons, ministries, authorities, committees, councils references, authorities, government and civil departments, Chamber of Commerce and Industry, Ministry of Labour, Department of Economic Development, Municipalities, Immigration, authorities of interior, Borders, Seaports, Customs, Traffic, Public Prosecutions, Courts, Notary publics, investment department, Insurance Companies, Financing, Telecommunications, and all governmental and non-governmental and private departments, and appoint the advocates to submit petitions and applications and file cases, to execute first instance judicial procedures, pleas, execution and to request the re-consideration, appeal and supreme courts, to defend the same, hand over and receive memos, documents, notices, to select them and receive their reports, to apply for oath and accept, reject it, to claim for forgery, to reject judges, experts and arbitrators, to leave deposits with debt, to take precaution procedures, to file counter claims, cases, assign from the same, to proceed all ways of objections, to apply the real offer, accept it, to withdraw executive copies of judgments and execute the same to apply for perceptual attachments and stop it.

6) To issue and sign contracts, agreements and agencies of different subject and under the conditions accepted by the conditions and accepted by him, to issue and sign appendixes, amendment procedures, termination, assignment,



applications, issues, correspondences, receipts, receive and pay vouchers, official forms, affidavits, petitions, notifications, notarial notices, to receive and answer the same.

- 7) To execute accounts procedures, Replacement, settlement, handing over and assignment with or without compensation and to sell my share in the companies whether to himself or others.
- 8) She has the right to receive my profits in the shares, stocks and trusts in all companies and banks and has the right to act in the same by buying and selling.
- 9) To open and close the accounts of all types in the banks in Oman in my name or the name of shop, establishment, commercial and civil and industrial companies which established for the executor by attorney, to operate such accounts or existing accounts by cash deposit and withdraw or by cheques, remittances and obtain credit through the same in the form of facilities, loans, guarantees and warranties, also to open credits, fix and liquidate the deposits, to receive endorse, and encash cheques and all boxes, repeal investment and close accounts.
- 10) She has the right to sell and buy vehicles, in my name and to act in any vehicle, to his name or any third party, to agree for the price and receive it, to renew its registration book, drive the same inside Oman to maintain and insure it, to execute its customs, pay fees and fines, to transfer the same delegate others to ship it.
- 11) To delegate the others and advocates, and time after time inside Oman and has the right to hiring self.





12) This power of attorney is as per executant's opinion, says and acts.

13) She will be solely responsible and liable for all the actions and outcome because of her decisions during the tenor of this power of attorney and any related agreement.

This power of attorney shall be valid inside Oman; accordingly, I sign herein under and request the notary public of court of first instance to duly attest it.

**Name and Signature of principal**



ELAHE MOHAMMAD REZA SHAMISAN

