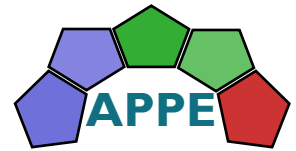


Actualisation is Our Mission

Ak Process and Project Engineering Group

www.processfloweng.com

Engineering Consultancy



Client:

1. Review the technical information to the client regarding the crude oil assay and the feasibility of the final output(s)/product and all by-products and some critical issues that need to be considered.
2. Review the Front – End Engineering Design (FEED) for the client to ensure it meet refinery outputs. We will also review the Process Flow Diagram and Piping and instrumentation (P &ID) control that it meets the international standard and technical safety control (TSC).
3. Conceptual engineering review and studies for production facilities, unit of operations, pipelines, and terminals.
4. Review the Crude Oil assay Feed, various characteristics, and pseudo fractions
5. Review all project/technical Design and their process control and safety in accordance with the Department of Petroleum Resources and Technical safety control (DPR-TSC)
6. Review all documents including the Environmental impact assessment (EIA) conducted by the engineering firm for conformity with the DPR.
7. Review the refinery configuration with the Engineering firm, overall block flow scheme (fulfilling DPR LTE basic design requirement)
8. Support of Marketing plan (fulfilling DPR LTE basic design requirement and DPR LTE preliminary investment & support package requirement), Process Flow Diagrams, equipment Sizing and Utilities



Consulting Agreement

This consulting agreement (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

CONSULTANT Ak Process and Project Engineering Ltd, UK Reg. No. 13616222

BACKGROUND

The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.

The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant

(Individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1.

The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

The client will pay a sum of **\$180,000.00** as a lump sum for the commencement of the agreement for the Phases of the project, in which the consultant will provide all relevant chemical engineering support to the client. If any further work needs to be provided to the client, a separate agreement will be considered.



Facilities Consultation and Engineering Services:

The followings are the services provided within this contract.

- ✓ Review the Process Flow Diagram assurance.
- ✓ Conceptual engineering review and studies for production facilities, unit of operations, pipelines, and terminals.
- ✓ Review the Crude Oil assay Feed, various characteristics, and pseudo fractions
- ✓ Review all project/technical Design and their process control and safety in accordance with the international standard practice on technical safety control (TSC)
- ✓ Review all documents including the Environmental impact assessment conducted by the engineering firm for conformity.
- ✓ Provide technical information to the client regarding the crude oil assay and the feasibility of the final output(s)/product and all by-products and some critical issues that need to be considered.

2.

The Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the end of _____ (or which one come first), subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

3.

PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in American Dollars (\$) (or British Pounds (£)).

5.



Payments

The Consultant will charge the Client for the Services at the rate of **\$2,000.00 per day (£1,840 per day)** (the "Payment") for visiting or acting on behalf of the client. This excludes all expenses incurred by the consultant (Travel, Hotel lodging, meals, travel insurance etc.)

6.

The Client will be invoiced every week as required.

7.

Invoices submitted by the Consultant to the Client are due within **30 days(monthly)** of receipt.

8.

The Payment as stated in this Agreement does not include **Value Added Tax (UK current VAT - 20%)**. Any Value Added Tax required will be charged to the Client in addition to the Payment.

9.

The Consultant will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Consultant will indemnify the Client in respect of any such payments required to be made by the Client.

10.

Reimbursement of Expenses

The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

11.

All expenses must be **pre-approved by the Client**.

INTEREST ON LATE PAYMENTS

12.

Interest payable on any overdue amounts under this Agreement is charged at a rate of **20.00%** per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.



Confidentiality

13.

Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

15.

All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

16.

Ownership of intellectual properties

All intellectual property and related material of the consultant (the "Intellectual Property") that is developed before or produced under this Agreement, will be the property of the Consultant except the ones produced for the client. The Client is granted a non-exclusive limited-use license of this Intellectual Property except for the ones that were solely conducted and produced for the client.

17.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant except for those ones pertaining to the client.

18.

Return of Properties

Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.



19.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

20.

Right of Substitution

Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party sub-contractor to perform some or all the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

If the Consultant hires a sub-contractor:

- i. the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- ii. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant

21.

Autonomy

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

22.

Equipment

Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, all equipment, software, materials, and any other supplies necessary to deliver the Services in accordance with the Agreement. The stated "**equipment**" does not include deliverables that are clients' properties.

23.



No Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

24.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Client MG Vowgas Limited

Clients' subsidiary _____

Consultant: Ak Process and Project Engineering Ltd

or to such other address as either Party may from time to time notify the other.

25.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

26.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

27.



Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

28.

Assignment

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

29.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

30.

Enurement/Benefit

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

31.

Title and Heading in this Agreement

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

32.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

33.

Governing Law(s)

This Agreement will be governed by and construed in accordance with the laws of England, United States of America and/or Countries of the deliverables.

34.



Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Per:

(Seal)

Officer's Name: Akinsola O Akinlolu (Chemical Process Consultant)

For: Ak Process and Project Engineering Ltd.



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