

SUPPLEMENTARY AGREEMENT**to the Supply Contract**

As amended on 29 October 2025

Kyiv

_____, duly represented by _____, acting on the basis of _____, hereinafter referred to as the Supplier, and

LIMITED LIABILITY COMPANY GRAIN POWER, duly represented by _____, acting on the basis of _____, hereinafter referred to as the Buyer, and jointly referred to as the Parties, now, therefore, have entered into this Supplementary Agreement as follows:

1. The Goods under this Supplementary Agreement shall be Class 2, Class 3 and Class 4 wheat, crop year 2025.

Name of the Goods	Price, UAH/MT excl. VAT	Quantity of Goods/MT (± 5%)
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The total quantity of the Goods under this Supplementary Agreement amounts to (_____) ± 5%

2. The price of the Goods delivered under this Supplementary Agreement shall be paid inclusive of value added tax (VAT) at the rate established by the applicable laws of Ukraine.
3. The Goods delivered under this Supplementary Agreement shall comply with the following quality specifications:

Class 2 Wheat

Test weight, g/l – not less than 750

Protein content (on dry matter basis), % – not less than 12.5

Falling number, s – not less than 220

Moisture, % – not more than 14.0

Foreign matter, % – not more than 2.0

Grain admixture, % – not more than 8.0

(including sprouted kernels, % – not more than 3.0)

Damage by sunn pest, % – not more than 2.0

Smutty kernels, % – not more than 8.0

Class 3 Wheat

Test weight, g/l – not less than 730

Protein content (on dry matter basis), % – not less than 11.0-11.49

Falling number, s – not less than 200

Moisture, % – not more than 14.0

Foreign matter, % – not more than 2.0

Grain admixture, % – not more than 8.0

(including sprouted kernels, % – not more than 3.0)

Damage by sunn pest, % – not more than 2.0

Smutty kernels, % – not more than 8.0

Class 3 Wheat

Test weight, g/l – not less than 730

Protein content (on dry matter basis), % – not less than 11.5

Falling number, s – not less than 200

Moisture, % – not more than 14.0

Foreign matter, % – not more than 2.0

Grain admixture, % – not more than 8.0

(including sprouted kernels, % – not more than 3.0)

Damage by sunn pest, % – not more than 2.0

Smutty kernels, % – not more than 8.0

Class 4 Wheat

Test weight, g/l – not limited

Protein content (on dry matter basis), % – not less than 9.0–9.99

Falling number, s – not limited

Moisture, % – not more than 14.0

Foreign matter, % – not more than 2.0

Grain admixture, % – not more than 15.0

(including sprouted kernels – within the grain admixture)

Cereal grains – not more than 4.0%

Damage by sunn pest, % – not limited

Smutty kernels, % – not more than 10.0

Class 4 Wheat

Test weight, g/l – not limited

Protein content (on dry matter basis), % – not less than 10.0–10.99

Falling number, s – not limited

Moisture, % – not more than 14.0

Foreign matter, % – not more than 2.0

Grain admixture, % – not more than 15.0

(including sprouted kernels – within the grain admixture)

Cereal grains – not more than 4.0%

Damage by sunn pest, % – not limited

Smutty kernels, % – not more than 10.0

Maize and sunflower seeds are not permitted.

Creeping thistle and ragweed are not permitted.

Odour and colour – typical of sound grain, without foreign odours.

Infestation – not higher than the 1st degree.

Other parameters shall comply with DSTU 3768:2019.

4. The total value of the Goods under this Supplementary Agreement equals the total value of all deliveries.
5. Place of delivery: Eco-Resource-Holding, LLC, Sea Trade Port Chornomorsk, 72 Sukholymanska Street, Chornomorsk, Odesa Region.
6. The Buyer shall pay 86% of the value of the delivered batch of Goods to the Supplier's bank account within two banking days from the date of receipt of the documents stipulated in Section 5 of the Contract.
7. The remaining 14% of the value of the delivered batch of Goods shall be paid by the Buyer within three banking days from the date of proper registration by the Seller of the tax invoice in compliance with all requirements of the applicable tax legislation of Ukraine, but not earlier than receipt of EDS-certified copies of the documents specified in Article 12 of the Contract.
8. This Supplementary Agreement shall enter into force on the date specified therein.
9. This Supplementary Agreement is executed with full understanding by the Parties of its terms and terminology, in Ukrainian, in two authentic counterparts having equal legal force, one for each Party.
10. DETAILS:

Supplier

Buyer

**LIMITED LIABILITY COMPANY GRAIN
POWER**

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