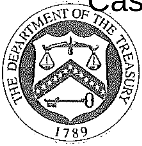

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

PENALTY NOTICE

July 20, 2017

ENF 42180

VIA CERTIFIED MAIL
Randall M. Ebner
Assistant General Counsel
ExxonMobil Corp.
5959 Las Colinas Blvd.
Irving, Texas 75039-2298

COURTESY COPY VIA ELECTRONIC MAIL
Neil H. MacBride
Neil.Macbride@davispolk.com
Davis Polk & Wardwell LLP
901 15th Street, N.W.
Washington, DC 20005

Dear Mr. Ebner:

On June 29, 2015, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) issued a Prepenalty Notice (the "Notice") to ExxonMobil Development Co., ExxonMobil Oil Corp., and ExxonMobil Corp. (collectively, "ExxonMobil"). The Notice related to ExxonMobil's execution of an amendment to an agreement of a liquefied natural gas project and seven Completion Deeds with Igor Sechin, an individual designated and listed on the Specially Designated Nationals and Blocked Persons list (hereinafter referred to as an "SDN") whose property and interests in property are blocked, between on or about May 14, 2014 and on or about May 23, 2014. OFAC alleged that ExxonMobil's conduct violated § 589.201 of the Ukraine Related Sanctions Regulations, 31 C.F.R. part 589 (the "Regulations"), which are promulgated pursuant to the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06.[1]

The Notice proposed a penalty in the amount of $2,000,000 and advised ExxonMobil of the right to make a written presentation to OFAC setting forth the reasons why a penalty should not be imposed, or, if imposed, why the amount should be less than that proposed in the Notice.

ExxonMobil's Responses to the Notice
ExxonMobil responded to the Notice by submitting a written submission to OFAC dated August 5, 2015. ExxonMobil also met with, and provided presentations to, OFAC representatives on September

[1] OFAC Prepenalty Notice issued to ExxonMobil, dated June 29, 2015.

26, 2016, April 13, 2017, and July 14, 2017, and submitted supplemental written responses to OFAC dated October 12, 2016, March 29, 2017, April 17, 2017, July 6, 2017, and July 17, 2017, as well as letters to the Under Secretary for Terrorism and Financial Intelligence on June 23, 2017 and June 26, 2017 (collectively, "ExxonMobil's Responses to the Notice"). ExxonMobil made the following arguments:

1. ExxonMobil's execution of documents with SDN Igor Sechin was in his professional capacity as the President of Rosneft, a non-blocked entity, and therefore did not violate Executive Order 13661 of March 16, 2014, "Blocking Property of Additional Persons Contributing to the Situation in Ukraine" (E.O. 13661), or the Regulations;

2. ExxonMobil's execution of documents with SDN Igor Sechin does not constitute dealing in blocked services and is therefore not prohibited;

3. OFAC's legal interpretation is arbitrary and capricious;

4. OFAC deprived ExxonMobil of adequate notice and due process;

5. ExxonMobil did not show reckless disregard for U.S. sanctions in its transactions with SDN Igor Sechin;

6. OFAC's Awareness of Conduct factor should be limited to circumstances where the underlying conduct clearly constitutes a violation;

7. ExxonMobil did not harm the integrity of the sanctions program;

8. ExxonMobil should receive mitigation for its extensive compliance program;

9. ExxonMobil should receive mitigation for its cooperation with OFAC; and

10. OFAC's determination of egregiousness is unwarranted in comparison with other cases OFAC has determined to be egregious in other penalties and settlements.

Final OFAC Analysis and Conclusions

After reviewing the facts and circumstances pertaining to this matter, including ExxonMobil's Responses to the Notice, OFAC has determined that ExxonMobil violated § 589.201 of the Regulations and that no further reduction from the proposed penalty amount set forth in the Notice is warranted.

OFAC analyzed the arguments contained in ExxonMobil's Responses to the Notice and has made the following determinations.

ExxonMobil Arguments #1-4

OFAC continues to conclude that ExxonMobil's execution of the documents constitutes a violation of E.O. 13661 and the Regulations. Both E.O. 13661 and the Regulations – each of

which had been issued and were publicly available prior to the earliest date of ExxonMobil's execution of the documents – prohibit U.S. persons from dealing in the property or interests in property of an SDN and the receipt of services from a person whose property and interests in property are blocked.[2] The definition of property in the Regulations includes "services of any nature whatsoever."[3]

Contrary to ExxonMobil's argument that language included in press releases issued by the White House, in other executive branch agency statements, and in news articles and an interview suggested that ExxonMobil's conduct did not violate the Regulations because the company dealt with SDN Igor Sechin in his "professional" rather than his "personal" capacity, the plain language of the Regulations (which were issued after the Executive Branch statements ExxonMobil cites) and E.O. 13661 do not contain a "personal" versus "professional" distinction, and OFAC has not interpreted them in this way. Such a distinction would create an easy mechanism for SDNs and others to evade the sanctions and would significantly undermine the goal of isolating SDNs in the Russia/Ukraine and potentially other sanctions programs. The press releases do not contradict OFAC's approach or the Regulations. The press releases provide context for the policy rationale surrounding the targeting approach to isolate designated individuals who were deemed to be responsible for or relevant to the crisis in Ukraine, and state that companies they manage are not currently targeted. The press materials cited by ExxonMobil never use the words "professional" or "professional capacity," and the basis on which ExxonMobil reads that term into the materials is unclear. Further, the press releases make no assertion of an exception or carve-out for professional conduct of designated or blocked persons, nor do they suggest that U.S. persons may continue to conduct or engage in business with such individuals. Indeed, two of the White House press releases cited by ExxonMobil dealing with designations under E.O. 13661, as well as the press release issued by Treasury on April 28 concerning Sechin's designation, state that transactions by U.S. persons or within the United States involving the designated persons are prohibited.[4]

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[2] E.O. 13661, 31 C.F.R. part 589, App. B §§ 1, 4.

[3] 31 C.F.R. § 589.308.

[4] *See* "Background Briefing by Senior Administration Official on Ukraine," White House, March 17, 2014 ("Any assets these individuals [designated under E.O. 13661] have within U.S. jurisdiction are frozen, and U.S. persons are prohibited from doing business with them. And we will urge our counterparts in financial institutions and businesses around the world to shun these individuals"); "Background Briefing on Ukraine by Senior Administration Officials," White House, March 20, 2014 ("In terms of consequences, the individuals who are being designated will … be barred from doing any business in the U.S. or with any U.S. business, with any U.S. financial institution … I would suggest that if any of these individuals, including the ones that we are doing today, have any interest in doing any business outside of Russia in rubles they're going to find great difficulty in doing so."); U.S. Department of the Treasury, "Announcement Of Additional Treasury Sanctions On Russian Government Officials And Entities" (Apr. 28, 2014) at: http://www.treasury.gov/press-center/press-releases/Pages/jl2369.aspx.; *cf.* "Background Conference Call on Ukraine Sanctions," White House, April, 28, 2014 ("The sanctions that we've imposed particularly on those close to Putin have significant impact not only on them, but on the companies that they are in complete control of"); *see also* "U.S. sanctions Putin's friends and advisors to force 'clear choice' on Ukraine," Transcript of Gwen Ifill television interview with White House Deputy National Security Advisor Tony Blinken (Apr. 28, 2014). In the interview, Tony Blinken states in part, "[M]ost significantly of all, U.S. persons,

Here, OFAC's determination that executing documents with an SDN is prohibited is consistent with the plain language of the Regulations, the policy rationale elaborated by the Press Releases, and OFAC's public statements regarding its treatment of this question in other sanctions programs.[5] Accordingly, OFAC has satisfied its obligations under the Administrative Procedure Act. "A challenge to an agency's interpretation of its own regulation ... turns not on whether the *challenger* has articulated a rationale to support its interpretation, but on whether the *agency* has offered an explanation that is reasonable and consistent with the regulation's language and history." *Trinity Broadcasting of Florida, Inc. v. FCC*, 211 F. 3d. 618, 627 (D.C. Cir. 2000). Here, OFAC has interpreted and applied its Regulations reasonably and in accordance with their language and history, and its actions were neither arbitrary nor capricious.

Finally, the fact that signing a document with Rosneft would not be prohibited absent the involvement of Sechin or another blocked person does not supersede the prohibition on transactions with Sechin. Here, Sechin indisputably executed documents with ExxonMobil as the counterparty in contravention of the policy aim of isolating Sechin. The issuance of E.O. 13661 and the publication of the Regulations prior to the violations at issue here, press statements by the White House and Treasury regarding prohibited transactions with persons designated under E.O. 13661, as well as previous agency precedent published in 2013 in the Burma program and available on OFAC's website at the time of the violations, served ExxonMobil with adequate notice under a strict liability regime that OFAC would consider executing documents with an SDN to violate the prohibitions in the Regulations. ExxonMobil could have sought guidance from OFAC, or it could have sought authorization to sign the agreements with Sechin, but did not. Further, the issuance of frequently asked question (FAQ) #398 and #400 following Exxon's violation does not undermine the simple, unambiguous prohibitions in E.O. 13661 and the Regulations that existed at the time of the violations.[6] Unlike the facts in cases cited by ExxonMobil, such as *Trinity Broad. of Florida, Inc. v. FCC*, 211 F.3d 618, 628 (D.C. Cir. 2000), OFAC did not change its interpretation of the Regulations underlying this matter to bring this enforcement action, and the prohibitions were clear on their face.

U.S. companies will not be able to do business with them [referring to blocked persons] in their individual capacities. That's significant because not only does it mean that their ability to do business with and in the United States is cut off, but that tends to have a chilling impact on their ability to do business elsewhere in the world."

[5] OFAC has long considered a U.S. person's dealing in services of an SDN to be prohibited. For example, beginning in March 2013 and at the time of the violations here, in the context of the Burma sanctions program, OFAC stated on its website that parties should "be cautious in dealings with the [non-designated] ministry to ensure that they are not providing funds, goods, or services to the SDN, for example, by entering into any contracts that are signed by the SDN." FAQ #285, dated Mar. 18, 2013, amended May 14, 2015. Additionally, as OFAC disclosed to ExxonMobil on October 31, 2016 through the provision of a redacted copy, OFAC previously issued a license for a U.S. party to enter into a contract with the non-designated Reserve Bank of Zimbabwe, executed by then-Governor of the Bank and SDN Gideon Gono, to provide auditing services of mining companies in Zimbabwe, indicating that Gono's execution of the contract for the bank would have been otherwise prohibited.

[6] *See, e.g., U.S. v. Ehsan*, 163 F.3d 855, 860 (4th Cir. 1998) (holding that issuance of an Executive order "to clarify the steps taken" in earlier Executive orders that were in place at the time of IEEPA violations did not make the earlier order ambiguous).

ExxonMobil's internal actions – including those made subsequent to the publication of E.O. 13661 and Igor Sechin's designation, but prior to the company's execution of the documents – reflect an awareness that transactions with SDNs were generally prohibited. ExxonMobil's compliance manual highlighted the risks associated with OFAC-sanctioned parties and explicitly prohibited U.S. person personnel from "dealing with certain 'restricted parties' named in [U.S. trade sanctions] regulations." In addition, ExxonMobil's decision to create a Russia/Ukraine Sanctions Legal Team that vetted in advance interactions with Igor Sechin and maintained a log of interactions with Igor Sechin demonstrates the company's understanding that there were risks associated with any and all dealings with the SDN.

ExxonMobil Argument #5
In the Notice, OFAC determined that ExxonMobil "demonstrated reckless disregard for U.S. sanctions requirements by ignoring an abundance of warning signs to engage the services of SDN Igor Sechin." After reviewing the information contained in ExxonMobil's Responses to the Notice and the administrative record, OFAC confirms this assessment.

First, OFAC's designation of Igor Sechin and his addition to OFAC's SDN List, as well as its publication of the broad prohibitions on dealing with SDNs and their property or interests in property in both E.O. 13661 and the Regulations, provided notice to the public, including ExxonMobil, prior to the company's decision to execute the documents and engage directly with an SDN.

Second, OFAC's FAQ #285 – which was publicly available on OFAC's website well in advance of the violations – provided an additional warning sign by stating that U.S. parties should not enter into contracts signed with an SDN. While OFAC's regulations state that different interpretations may exist among and between the sanctions programs that it administers, FAQ #285 signaled that OFAC had, in a sanctions program also involving SDNs, publicly stated that the explicit activity at issue here was prohibited.

Third, ExxonMobil's internal actions – including those made subsequent to the publication of E.O. 13661 and Igor Sechin's designation, but prior to the company's execution of the documents – reflect an awareness of these warning signs. ExxonMobil's senior executives, members of its Executive Board, and internal legal team had specific knowledge of Igor Sechin's designation by OFAC and his status as an SDN, as did the individuals at the highest levels of ExxonMobil who executed the agreements with Igor Sechin, prior to the time in which the violations occurred. ExxonMobil and these executives had reason to know of the prohibitions against dealing with an individual designated by OFAC. ExxonMobil's compliance manual highlighted the risks associated with OFAC-sanctioned parties and explicitly prohibited U.S. person personnel from "dealing with certain 'restricted parties' named in [U.S. Trade Sanctions] regulations." In addition, ExxonMobil's decision to create a Russia/Ukraine Sanctions Legal Team that vetted in advance interactions with Igor Sechin and maintained a log of interactions with Igor Sechin demonstrates the company's understanding that there were risks associated with any and all dealings with the SDN.

In spite of these warning signs, ExxonMobil provided OFAC with no documentation suggesting that its Russia/Ukraine Legal Team considered OFAC's previous guidance as outlined in FAQ #285 or reconciled prior internal ExxonMobil guidance prohibiting U.S. persons from dealing with SDNs prior to concluding that it was permissible to engage in the conduct that led to the violations. Indeed, immediately following Sechin's designation, ExxonMobil was in direct discussions with Igor Sechin regarding the Russian government's perceptions of the implications of sanctions and on Sechin's relationship with "U.S. partners" like ExxonMobil, and in particular, its ability to protect its investments in Russia, including through letters exchanged between Sechin and ExxonMobil's CEO.[7] ExxonMobil's assertion that it hired and consulted outside counsel before signing the agreement is not a determinative factor because ExxonMobil twice declined OFAC's request to provide materials demonstrating what advice ExxonMobil may have received, prior to the company's execution of the documents with Sechin; therefore OFAC is unable to review and analyze any advice ExxonMobil may have received with respect to the transactions constituting the violations, or the degree to which ExxonMobil may have relied upon it, absent additional information.

Accordingly, ExxonMobil's arguments do not alter OFAC's assessment that ExxonMobil demonstrated reckless disregard for U.S. sanctions requirements by executing documents with, and engaging the services of, a known SDN, Igor Sechin.

ExxonMobil Argument #6
OFAC continues to conclude that ExxonMobil, including supervisory and managerial level staff and other senior officers and managers, had actual knowledge of the conduct that led to the violations.[8] As reflected in materials produced by ExxonMobil, ExxonMobil's compliance, internal legal team, and senior-level executives were generally aware of the Ukraine-related sanctions programs and Regulations, and were specifically aware of Igor Sechin's status as a SDN, prior to the executing the documents. As outlined in the General Factors Affecting Administrative Action (the "General Factors") in OFAC's Economic Sanctions Enforcement Guidelines (the "Guidelines"), OFAC's assessment is based on the Subject Person's awareness of the underlying conduct at issue, and does not pertain to its awareness that such conduct violated U.S. sanctions laws and regulations. The company's purported lack of knowledge regarding the legality of certain transactions with respect to U.S. sanctions is therefore irrelevant to its awareness of the underlying conduct as outlined in the Guidelines.

ExxonMobil Argument #7
OFAC has concluded that ExxonMobil caused substantial harm to the integrity of the sanctions program by dealing in the services of an SDN who was targeted to put pressure on the Russian

[7] *See* ExxonMobil submission at DC00000279 (Apr. 30, 2014) and DC00000374-DC00000376 and DC00000420-DC00000421 (May 14, 2014 and May 29, 2014).

[8] ExxonMobil has stipulated that its senior executives executed the documents with SDN Igor Sechin.

government to curtail the crisis in Ukraine. ExxonMobil's action, given its public profile and sophistication, directly undercut Treasury's efforts to isolate Sechin, thereby alleviating the intended pressure on the Russian government and its interlocutors. OFAC therefore finds ExxonMobil's arguments that it did not cause harm to the integrity of the sanctions program to be unpersuasive.

ExxonMobil Argument #8
The Guidelines contemplate "the existence, nature, and adequacy of a Subject Person's risk-based OFAC compliance program at the time of the apparent violation." ExxonMobil had a sanctions compliance program in place prior to and at the time of the violations, and appears to have taken specific measures in response to the imposition of the Ukraine/Russia sanctions. OFAC continues to believe that no mitigation to the final penalty amount is warranted in this instance, however, because individuals at the highest level of the organization, and those responsible for setting and maintaining ExxonMobil's compliance with the Regulations, engaged the services of an SDN in apparent contradiction of ExxonMobil's internal compliance manual, indicating that the compliance program failed to adequately deal with potentially violative activity involving high-level interests at the company.

ExxonMobil Argument #9
OFAC does not mandate the manner or method that a Subject Person uses to prepare its response to an OFAC administrative subpoena or investigation, but disagrees with ExxonMobil's assertion that it "worked with" OFAC to prioritize its administrative subpoena response.

ExxonMobil limited the scope of its initial response to OFAC's administrative subpoena and, in doing so, did not initially produce materials within the scope of the administrative subpoena until further directed to do so by OFAC. Materials withheld by ExxonMobil included emails relevant to several of the General Factors as well as emails necessary for a factual understanding of the case. For example, question five of the administrative subpoena required that ExxonMobil provide a copy of "all documents related to [U.S. persons'] transactions or dealings with Sechin." ExxonMobil did not initially produce copies of the Arctic Completion Deeds or the parent agreements to the Completion Deeds, as required by question five of OFAC's administrative subpoena. In response to OFAC's August 29, 2014 email and subsequent dialogue, ExxonMobil produced the Arctic Completion Deeds on October 3, 2014, and ultimately produced the parent agreements to the Arctic Completion Deeds, pursuant to OFAC's request, on December 16, 2014. OFAC does not grant mitigation for cooperation to Subject Persons based exclusively on their responsiveness to an OFAC administrative subpoena, which is required by the Reporting, Procedures, and Penalties Regulations, 31 C.F.R., part 501. ExxonMobil did not request a modification of the administrative subpoena, nor did OFAC amend the scope of the administrative subpoena, either verbally or in writing.

In addition, OFAC is not granting ExxonMobil cooperation mitigation for holding a briefing with OFAC officials, which by its own admission it requested. ExxonMobil offered the presentation to OFAC upon OFAC's request for the accompanying parent agreements to the Arctic Completion Deeds, which were necessary to review the complex commercial agreements

at issue and within the scope of OFAC's administrative subpoena. Though the presentation provided background context with respect to ExxonMobil's LNG project, the majority of the content of the presentation was irrelevant to OFAC's investigation, and OFAC ultimately relied upon a review of the Parent Agreements (responsive documents within the scope of the administrative subpoena but not initially provided by ExxonMobil) to ascertain the structure of the Arctic Deeds.[9]

ExxonMobil Argument #10
ExxonMobil has characterized OFAC's prior practice in certain matters as fitting into categories defined by ExxonMobil. Those categories mistakenly single out an individual characteristic for each case as leading to a determination of egregiousness, while OFAC uses and has used a combination of factors to determine whether conduct constitutes an egregious violation of law pursuant to the General Factors. OFAC evaluates each case based on the facts and circumstances of the matter and according to the Guidelines.

While no two penalties are exactly alike, several of the egregious cases cited by ExxonMobil have presented facts similar to those in this case under several of the general factors: they involved a limited number of transactions, willful or reckless conduct, and management involvement. For example, some of those cases also included significant harm to sanctions program objectives.[10] OFAC assessed Alma Investment LLC a civil monetary penalty for six transactions violating the sanctions regulations and made a determination of egregiousness in part because the company's conduct was "at least reckless," its management had reason to know of the underlying conduct, and Alma Investment's conduct was harmful to the objectives of the sanctions program.[11] In Sandhill Scientific, Inc., OFAC determined that the company engaged in three alleged violations of the sanctions regulations and that the underlying conduct was reckless and the result of management involvement.[12] In Grand Resources USA Inc., OFAC assessed the company a civil monetary penalty for three violative dealings in blocked property over the course of a single month in which OFAC determined that the company's management had knowledge of the underlying transaction giving rise to the violations.[13] In Clearstream Banking S.A., OFAC alleged that underlying conduct was egregious in part because the company acted recklessly, that senior executives had reason to know of the violative conduct, and that its actions caused significant harm to the sanctions program objectives.[14] Here, all of those factors were present, in addition to general factor D (individual characteristics). Even under ExxonMobil's

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[9] In ExxonMobil's Response to the Notice, the company acknowledged that the presentation's focus was the "Liquefied Natural Gas Industry."

[10] Here, OFAC has highlighted similarities between the OFAC's General Factors Analysis in those cases that ExxonMobil has cited and its conduct, although other cases may also provide relevant points of comparison.

[11] Alma Investment LLC web post (Oct. 21, 2013).

[12] Sandhill Scientific, Inc. web post (Apr. 25, 2012).

[13] Grand Resources USA Inc., web post (Aug. 22, 2012).

[14] Clearstream Banking, S.A. web post (Jan. 23, 2014).

categorization, the current case would fit into the category ExxonMobil cites to in which egregiousness is purportedly based on the Subject Person's export of sensitive goods, technology, or services to SDNs.[15] Here, ExxonMobil dealt in the services of a high-profile SDN, designated as an official of the Government of the Russian Federation, at a sensitive period during the crisis in Ukraine.

Pursuant to the Guidelines, OFAC "will make a determination as to whether a case is deemed 'egregious' for purposes of the base penalty calculation." OFAC will generally give substantial weight to General Factor A (willful or reckless violation of law), General Factor B (awareness of conduct at issue), General Factor C (harm to sanctions program objectives), and General Factor D (individual characteristics), with particular emphasis on General Factors A and B. In this matter, OFAC has determined that ExxonMobil's conduct was reckless, that its senior executives knew of the SDN's status when they executed legal documents with Igor Sechin, that ExxonMobil harmed the objectives of the sanctions program by dealing with a high-profile SDN designated for his contribution to the crisis in Ukraine, and that ExxonMobil is a sophisticated entity that routinely deals in goods, services, and technology subject to U.S. economic sanctions or export controls.

Assessment of a Civil Monetary Penalty

The Guidelines provide that, as a general matter, OFAC may adjust the base civil monetary penalty amount to reflect the applicable aggravating and mitigating General Factors in determining the appropriate civil monetary penalty in response to a violation. OFAC asserts that the aggravating and mitigating factors present in this case equal a net zero, and that no adjustment to the base civil monetary penalty amount is warranted.

Accordingly, a civil penalty in the amount of $2,000,000 is hereby imposed upon ExxonMobil pursuant to 31 C.F.R. § 589.201.

You must pay this penalty or arrange for installment payment of the penalty within 30 days of the mailing of this Penalty Notice to avoid the imposition of additional charges. Payment by check payable to the "U.S. Treasury" in the amount of $2,000,000 and referencing the above ENF number can be sent to Abigail McKinley, U.S. Department of the Treasury, Accounting Services Branch, Avery Street A3-G, Bureau of the Fiscal Service, P.O. Box 1328 Parkersburg, WV 26106. Alternatively, you may pay through Electronic Funds Transfer (EFT). Instructions for EFT payment are enclosed. Pursuant to 31 U.S.C. § 7701, you must include a Taxpayer Identification Number or Social Security Number on your payment; that number will be used for the purpose of collecting and reporting on any delinquent penalty amount. Pursuant to 31 U.S.C. § 3717, failure to pay this penalty in a timely manner will result in the accrual of appropriate interest, the imposition of an applicable administrative charge, and, if the payment is more than 90 days past due, the imposition of further penalty charges.

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[15] *See* Tab C, PPN Response at 22, citing Sunrise Technologies and Grand Resources.

Please note that 31 C.F.R. § 501, app. A(V)(A)(4) provides that this matter may be referred either for administrative collection measures or to the U.S. Department of Justice for appropriate action to recover the penalty in a civil suit in Federal District Court if payment is not made within 30 days of the date of this Penalty Notice.

If you have any questions concerning this matter, you may contact Julie M. Malec, Senior Advisor, Enforcement Division, Office of Foreign Assets Control, at Julie.Malec@treasury.gov.

Sincerely,

John E. Smith
Director
Office of Foreign Assets Control

EXXONMOBIL TRANSACTION AND PENALTY AMOUNT EXHIBIT
ENF 42108

#	Date	Reference	Description	Maximum Penalty	Base Penalty
1	5/15/14	DC00000283-DC00000295	Anisinsko-Novosibirskiy	250,000	250,000
2	5/15/14	DC00000296-DC00000308	Severo-Karskiy Project	250,000	250,000
3	5/15/14	DC00000309-DC00000321	Severo-Vrargelevskiy	250,000	250,000
4	5/15/14	DC00000322-DC00000334	Severo-Vrargelevskiy 2 Project	250,000	250,000
5	5/15/14	DC00000335-DC00000347	Ust-Lenskiy Project	250,000	250,000
6	5/15/14	DC00000348-DC00000360	Ust Oleneskiy	250,000	250,000
7	5/15/14	DC00000361-DC00000373	Yuzhno-Chukotskiy Project	250,000	250,000
8	5/23/14	DC00000023-DC00000024	Liquified Natural Gas Project Extension	250,000	250,000
Totals:				**2,000,000**	**2,000,000**
Penalty:					**2,000,000**