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FCO

Finland, 13th May, 2012

FULL CORPORATE OFFER CRUDE DEGUMMED RAPESEED OIL ("CDRO")

We, BIOCOM PARTNERSHIP, Finland , the issuer of this FCO hereby confirm with full legal corporate responsibility and authority, and knowledge of the penalty of perjury, confirm that we are ready, willing and able to arrange a sale of the following commodity.

Offer Date	13 th of May 2012.	
Validity time	7 (seven) business days from the date of issue	
FCO Reference	Issuer	BIOCOM Partnership, Finland
	Ref.	To whom it might concern
Issuer	Company; BIOCOM Address; P.O.Box 8 08201 Lohja ,Finland VAT = FI23041542	Phone; +372 53273107 Mobile direct; + 358 400726653 Fax;+ 358 985657373 / +358 19361107 E-mail; keijo@biocom.fi General Manager ; Mr.Keijo Kunttu www : www.biocom.fi
Product	Commodity	Crude Degummed Rapeseed Oil
	Origin	At Seller's option / Non –European.
	Quality	Specification (Appendix). Quality final at loading.
	Packing	Flexcontainers / flextanks
Quantity	Min. 12 500 metric tons per month.	
Price gross	The price is 860 USD(\$) (eight hundred sixty /00), per metric ton. According Incoterms 2010	
Price net	N/A	
Delivery	Place of Delivery	CIF – ASEP (Incoterms 2010.)
	Delivery Period	First 12 500MT as a trial. Monthly 12 500 x 12. Each shipment will be 12 500MT
	Contract Period	12 months at minimum.
Payment methods.	<p>The currency to be used is USD (\$) .</p> <p>The total amount of the future contract for the initial transaction is summed up all includes the cost of bulk carrier in bulk. Including cargo handling and freighting.</p> <p>The buyer shall pay 100% at sight by transferable ,irrevocable and confirmed ARDLC on shipment basis 12 500MT.</p> <p>Buyer's bank shall issues operative ARDLC on basis for shipments for 1 year order, or payments bank to bank with MT103 at sight against the original documents.</p> <p>For the trial 12 500MT payment by transferable, irrevocable and confirmed SBLC.</p>	



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Other Conditions.	<p>This FCO is subject to and forms an integrated part of the ICC /500/600</p> <p>This transaction is subject to English law. Disputes shall be referred to arbitration in London, United Kingdom.</p> <p>Transportation: by Ocean Freight Linear. Inspection: SGS / Equivalent at loading port. Delivery Date: 35 -55 days after the confirmation and accepted ARDLC by the Seller.</p> <p>The Seller with Full Legal and Corporate Responsibility agrees to sell to the Buyer the herein specified "CDRO" in the quantity and quality as offered. The Buyer, with Full Legal and Corporate Responsibility, agrees and irrevocably commits to purchase the said "CDRO" in the quantity and quality herein offered.</p> <p>Issuer of this FCO (XXXXXXXXXXXXXXX) can point any of them sub –companies or co-operators in Finland to be the final Seller .At issuer’s option.</p>
Documents required .	<ol style="list-style-type: none">1. Signed commercial invoice (1) one original and (3) three copies covering the value of the actual shipment, showing quantity in metric tons and /or cubic meters2. 3/3 original clean on board Marine Bills of Lading made out or endorsed to the order of Seller marked "Freight Prepaid"3. Charter Party Agreement showing Bill of Lading Number <p>CERTIFICATES:</p> <ol style="list-style-type: none">4. Certificate of Quality and assay/analysis report issued by Independent inspector (Name of inspector company: SGS) at Loading Port.5. Certificate of Quantity issued or countersigned by Independent inspector (Name of inspector company: SGS) at Loading Port.6. Certificate of Origin, issued or signed by the Chamber of Commerce or Governmental authorities, specifying the country of origin of the Goods.7. Certificate of Insurance.8. Certificate of ISCC.
Procedure.	<ol style="list-style-type: none">1. BUYER ISSUES A ICPO WITH BANK DETAILS AND AUTHORIZATION TO MAKE SOFT PROBE, NCNDA + BCL OR RWA FROM TOP 50 WORLD BANK.2. SELLER ISSUES FCO (FULL CORPORATE OFFER).3. BUYER RETURNS THE FCO DULY SIGNED AND SEALED4. SELLER ISSUES DRAFT CONTRACT IN 1 (ONE) WORKING DAY AND SUBMITS IT TO BUYER FOR EXAMINATION AND APPROVAL BY EMAIL .BUYER RETURNS THE AGREED-UPON DRAFT CONTRACT IN 5 (FIVE) WORKING DAY, BY EMAIL ATTACHMENT, DULY SIGNED AND STAMPED. THE DRAFT COPY WILL BE DEEMED LEGAL BY THE PARTIES UNTIL HARD COPIES ARE PRINTED, SEALED, SIGNED AND EXCHANGED.5. BUYER'S BANK ISSUES NON-OPERATIVE SBCL FOR TRIAL ORDER 12 500MT. SBCL WILL BE OPERATIVE AGAINST POP6. SELLER'S BANK CONFIRM THEIR READINESS FOR ISSUING OF POP WITHIN 5/(FIVE) INTERNATIONAL BANKING DAYS ON BANK -TO-BANK BASIS TO BUYER BANK AGAINST OPERATIVE ARDLC ISSUED BY AN 50 TOP BANK.7. AFTER TRIAL ORDER 12 500MT CONCLUDED, BUYER'S BANK ISSUES NON-OPERATIVE ARDLC ON MONTHLY BASIS FOR 1 YEAR ORDER 12 500MT x 12 SHIPMENTS IN 1 YEAR..8. ARDLC WILL BE OPERATED AGAINST PB 2% AND POP. <p>NOTE ! .Seller will not issue ANY PB for the first shipment 12 500MT/or partial shipments.</p> <ol style="list-style-type: none">9. SHIPMENT TO START AS PER THE TERMS OF THE CONTRACT SCHEDULE AFTER THE BUYER'S BANK RELEASED THE FINANCIAL INSTRUMENTS TO THE SELLER'S BANK.



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The CDRO and its targeted chemical components shall have quality parameter measure limit values .
The specifications set forth in table No 1 below.

Table 1 Chemical components .

ACCORDING TO DIN V 51605 (2006:2010 revision)				
PARAMETER	UNIT	LIMITING VALUE		TESTING METHOD
		MIN	MAX	
	--	Limpid, no free water visible, no contaminations visible		--
Specific Gravity @15°C	Celsius	0,915	0,921	DIN EN ISO 12185
Moisture & Volatile matter (%)		-	0,055	DIN EN ISO 12937
Insoluble impurities (%)		-	0,01	DIN EN 12662
AOM stability	(110 Celsius)	6 hs		DIN EN 14112
Acid Value	mg KOH/g	--	1,0	DIN EN 14104
Flash Point	°C	220	--	DIN EN ISO 2719
Heat productivity	Kj/kg	36000	--	DIN 51 900-2
Carbon residue	(m/m)	-	0,40	DDJ EN ISO 10370
Iodine value	g/kg	95	125	DIN EN 14111
Total Contamination	mg/kg	--	N/A	DIN EN 12662:1998-10
S content	PPM	--	10	DIN EN ISO 20384
Phosphorus Content	PPM	--	10	DIN EN 14107
Ca Content	PPM	--	20,0	DEN EN 14538
Mg Content	PPM	--	20,0	DEN EN 14538
Cetane number		39		IP498

Appendix : Contact Details

Issuer contact details

Company Name:	Biocom Partnership
Company Address:	P.O.Box 8 08201 Lohja ,Finland .
Represented by:	Mr.Keijo Kunttu
Title:	CEO / General Manager
Email Address:	keijo@biocom.fi
Passport No:	
Nationality:	Finnish
Date:	11.05.2012.
Bank Name	Nordea Bank, Finland.
Bank Address	Nordea Bank of Finland Abp. Mannerheimintie 7 Helsinki ,Finland.
IBAN	
Bank Sort Code	
Swift Address	NDEAFIHH
Bank Officer	
Bank Telephone	+358 2002121
Bank Fax	+358 2002121



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Authorized Name:
Mr.Keijo Kunttu

Company Seal



Accepted by;

Date & Company Seal



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From this date, if an ICPO, LOI, or BCL is issued and the document is not real, the Buyer will be able to inform the FBI, ICC, and INTERPOL. In addition, after an FCO is sent to the Buyer, there should be a formal answer to the Seller from the Buyer.

If there's no response from the Buyer in a timely manner, the seller company will be reported to the FBI, ICC and INTERPOL. If this action is repeated by Seller, they too will also be reported for abuse of the NCND, LOI, ICPO AND RWA OR BCL, FOR THIS IS A FEDERAL OFFENSE.

It is important to transmit this to all clients that work with providers that are members of the ICC, FBI and other international organizations.

From this point forward, the international codes will be strictly enforced to exclude all intruders that send out false information. Those who submit a false NCND / IMFPA, LOI, ICPO, RWA or BCL or FCO, as well as FALSE PROOF OF PRODUCT (POP), WILL BE CHARGED WITH A CRIME

1. Definitions

Except where the context otherwise indicates, the following terms shall have the meaning as described to them in this paragraph 1, and shall include plural as well as singular.

"Bill of Lading" The official document, issued at the Loading Port after completion of the loading operations, stating, among other things, the ship's loaded quality, expressed in Cubic Meters (M3) and / or in Metric Tons (MT) or barrels per the definitions herein. This document must be signed in original by the ship's Master.

"Loading Date" The date mutually accepted by both the Seller and the Buyer as the date on which the nominated International Surveyor Company has ascertained the quantity and quality of the wood Pellets loaded into designated Vessel.

"Delivery Date" The date mutually accepted by both Seller and Buyer is the date on which the Master of the chartered vessel shall advise notice of readiness (N.O.R.) to the Port Authority at the discharge terminal facilities.

"Execution Date" The date on which the Seller and the Buyer receive their respective faxed copies of this Agreement, or as may be indicated otherwise in this Agreement.

"Affiliate" shall mean any company or corporation of Seller or Buyer which owns directly or indirectly fifty (50) percent or more of the shares carrying voting rights of such Party (Party company) and any company or corporation other than such Party of which such parent company or such Party owns directly or indirectly fifty (50) percent or more of the shares carrying voting rights.

"Agreement" shall mean the Crude Degummed Rapeseed Oil later **"CDRO"** Sales / Purchase Agreement of which these specific provisions agreed to between Buyer and Seller form the conditions of sale and purchase.

"CIF" shall mean Cost Insurance and Freight to the Buyer's Discharge Port

"Cargo" shall mean any particular quantity of the specified "CDRO" loaded into vessel as set out in this Agreement and includes partial cargo loads.

"Part Cargo" shall mean when a Cargo is discharged in more than one Discharge Port or received by more than one receiver at the Discharge Port.

"Completion of Discharge -COD" shall, with respect to a Cargo, mean the final disconnection of vessel's discharge following the discharge thereof.

"Commodity" or **"CDRO"** shall mean origin of Malaysia, Russia, Thailand, China or South America in Bulk as specified by seller, and set forth in Annex "A" to this Agreement

"Grade" shall mean DIN51605 / 2010 grade of the "CDRO" specified in this offer.

"Day" shall mean calendar day

"Month" shall mean a calendar month.

"Quarter" shall mean a period of the three (3) consecutive months commencing on the first (1st) day of January, or the first (1st) day of April or the first (1st) day of July or first (1st) day of October.

"Year" shall mean a calendar year commencing on the first (1st) day of January.

"Discharge Port(s)" shall, with respect to a Cargo, mean the port(s) nominated by Buyer and accepted by Seller for discharge of such Cargo in accordance with this Agreement..

"Dollars," "USD," or **"US Dollars"** shall mean dollars of the United States of America.

"LAYTIME" shall mean the time allowed for the vessel's Cargo to be loaded /discharged without incurring demurrage (36 + 36 hours).

"Metric Ton" shall mean unit of weight equal to one thousand (1000) Kilograms.

"Vessel" shall mean the ship, whether owned or chartered or otherwise obtained by Seller and employed by Seller to ship the Bulk Cargo

END OF THE FCO



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