

DRAFT

CRUDE JATROPHA SEED OIL SUPPLY AGREEMENT (this "Agreement")

Buyer: Neste Oil Oyj
ID 1852302-9 Domicile Espoo
P.O.Box 95
00095 NESTE OIL
Finland

Seller: Biodiesel Norge AS
Reg no NO989866346
Verven 12C
N-4014 Stavanger
Norway

a wholly owned subsidiary of

Biofuel AS
Reg no 991537201
Verven 12 C
N-4014 Stavanger
Norway

Buyer and Seller can be each individually referred to as a "Party" or collectively as the "Parties".

WHEREAS, subject to the terms and conditions of the Agreement, Seller wishes to sell and deliver, and Buyer wishes to buy and receive the Product (as hereinafter defined),

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the Parties agree as follows:

1a. Product: Crude Jatropha seed oil produced by the Seller from its own plantation and production facilities in Ghana (the "Product")

1b. Status of Product: Non European Union status, duty unpaid

1c. Country of origin of Product: Ghana

2. Quality and Specifications:

Buyer will send its purchase specifications (the "Purchase Specifications") to Seller on 30 May 2008, at the latest. Seller shall within ten working days after receipt of the Purchase Specification confirm in writing to Buyer that the Product meets such Product Specification. Seller undertakes to use its best efforts to ensure that it is in a position to give such confirmation.

If Buyer does not receive such confirmation from Seller in accordance with this Agreement, Buyer may terminate this Agreement with immediate effect and with no liability of Buyer whatsoever towards Seller.

If the above-mentioned confirmation is given, Seller shall deliver the Product according to the Purchase Specifications throughout the term of this agreement.

3. Sustainability:

Buyer and Seller want to ensure that the Product has been cultivated and processed in a sustainable manner.

Therefore, Buyer and Seller agree as follows:

- a) Buyer can not accept any product with untraceable origin;
- b) the Product must be certified in a manner acceptable to Buyer provided, however, that prior to the availability of such certification acceptable to Buyer. Seller must at its own cost implement the Roundtable on Sustainable Palm Oil (RSPO) or other relevant principles and criteria acceptable to Buyer;
- c) an independent audit must be carried out by a mutually accepted auditor at the latest three months prior to the first loading on the plantations and chain of custody at the sole cost of Seller; The results of this audit must be acceptable to Buyer.
- d) Seller's Product always to be fully segregated from any other product and Seller shall at its own cost provide Buyer written evidence of the segregation.
- e) Seller shall at its own cost provide with each delivery of the Product auditable written evidence of the origin and the chain of custody from plantation until delivery at the loading vessel. The form and substance of such written evidence must be discussed and agreed at the latest three months prior to the first loading. Buyer shall have the right to audit such written evidence.
- f) failure by Seller to satisfy or a breach at any time of these conditions shall result in Buyer having the right to terminate this Agreement with immediate effect if Seller has not cured (if capable of being cured) such non-satisfaction or breach in a manner satisfactory to Buyer within 30 days after written notice by Buyer. In case of such termination, there shall be no liability of Buyer whatsoever towards Seller.

4. Quantity:

4a. The quantity of this Agreement is as follows:

Delivery year		Quantity +/- 5 % at Buyer's option
Q4/2009	=	5 000 mt
2010	=	25 000 mt
2011	=	50 000 mt
2012	=	75 000 mt
2013	=	100 000 mt
2014	=	100 000 mt
2015	=	100 000 mt
2016	=	100 000 mt
2017	=	100 000 mt
2018	=	100 000 mt

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2019	=	100 000 mt
2020	=	100 000 mt

Notwithstanding the foregoing, the quantities set out above for the years 2015-2020 shall not exceed 80 % of the annual Jatropha oil production of Seller.

4b. Without limiting Seller's obligation to sell the quantities set out above set out in section 4a, Buyer has during the term of this Agreement an option to purchase up to 100 % of the annual Jatropha oil production of Seller during the years 2010-2014 and up to 80 % of the annual Jatropha oil production of Seller during the years 2015-2020. Seller to inform Buyer by 30.06. of the year preceding the delivery year of its estimated Jatropha oil production for the delivery year. Buyer to confirm the use of his option for such delivery year by 31.08 of the year preceding such delivery year.

4c. If Seller cannot deliver the Products during a calendar year as set out in section 4a due to a reason beyond the reasonable control of the Seller (excluding, for the avoidance of doubt, lack of funding which is dealt with in section 4f), the Seller shall be entitled to abstain from delivery of Products affected by such reason. In such case, the Buyer has the option to either require that (i) the quantity not affected by such reason is partly or in its entirety (as determined by the Buyer) delivered as set out in section 4a whereby the quantities for subsequent calendar years remain unaffected or (ii) the quantity for that calendar year is partly or in its entirety (as determined by the Buyer) rolled over to the next calendar year.

~~Seller and Buyer endeavour to continue the deliveries under this Agreement year by year for years 2016-2020 on the same terms as set above for 2015 (including the above mentioned option to purchase 100 % of the annual Jatropha oil production of Seller). However, if Seller and Buyer are not able to agree to continue such deliveries under this Agreement on such terms, Buyer has an option to purchase up to 85 % of Seller's Jatropha oil production during years 2016-2020 on the terms of this Agreement. Seller to inform Buyer of its annual Jatropha oil production and Buyer to inform Seller of the use of his option as described in the previous paragraph.~~

4d. Seller to keep Buyer informed about the progress of his Jatropha cultivation project (land clearing and cultivation) in Ghana on quarterly basis.

~~Buyer shall inform firm loading months minimum 30 days prior to the beginning of each delivery quarter. Loading range shall be from the first day of the month until the last day of the month.~~

4e. It is Seller's and Buyer's mutual understanding that parcel size loaded from the port of Tema in 2009 and 2010 will be 5000 mt. From 2011 onwards the loading facilities in the port of Tema need to be upgraded by Seller to allow the loading of bigger parcels (up to 20 000 mt).

If the loading facilities in the port of Tema have not been upgraded by Seller as described above Seller will give an additional discount to Buyer as follows:

<u>P</u> Minimum parcel size in metric tons	<u>Additional discount in USD per metric ton</u>
5 000	30.00
10 000	20.00
15 000	10.00
20 000	0.00

Shipment operational tolerance shall be +/- 5% at Buyer's option.

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Formatert: Nummerert + Nivå: 1 + Nummereringsstil: 1, 2, 3, ... + Start på: 5 + Justering: Venstre + Justert ved: 2,51 cm + Tabulator etter: 3,15 cm + Innrykk ved: 3,15 cm, Tabulatorstopp: 2,75 cm, Listetabulatorstopp + Ikke på 3,15 cm

Formatert: Punktmerking og nummerering

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4f. The Parties hereto acknowledge that the quantities set out in ~~the table above in~~ this section 4 (excluding, for the avoidance of doubt, Buyer's purchase options set out above in this section 4) are conditional upon Seller obtaining necessary funding to increase the Jatropha cultivation in Ghana in according to its present plans (up to a total of 20 000 hectares in 2008, 120 000 hectares in 2009 and 150 000 hectares in 2010; no plans for 2011 and onwards are available at the time of signing this Agreement), subject to the following sentences of this section 4f.)

If Seller has reasons to believe that it is not able to obtain such necessary funding in a timely fashion, Seller shall without undue delay inform Buyer thereof- in writing and provide Buyer with necessary information of the missing funding. Buyer shall in such case have an option (but no obligation) to obtain provide or arrange the obtaining provision of necessary funding in which case the quantities set out in ~~the table above in~~ this section 4 shall be binding upon Seller provided, however, that the Seller shall only be obliged to accept funding reasonably acceptable to it.

5. Term: This Agreement shall remain in force until 31 December 2020, unless terminated prior to such date as set out herein.~~15.~~

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6. Price

FOB Tema:

Crude Jatropha seed oil price in USD per metric ton in air is:
$$[(A1 + A2) / 2 + (B1 \times C + B2) / 2 \times 0.725] / 2 - \text{USD } 100.00 - D$$

where

- A1 means the mean of the weekly average quotations for Crude Palm Oil (CPO) quoted by **"F.O.Lichts World Biodiesel Price Report (Feedstocks, Europe/ARA, CPO cif, USD per metric ton)"** published in the agreed month of uplifting the cargo in Tema, Ghana.
- A2 means the mean of the weekly average quotations for Crude Palm Oil (CPO) quoted by **"Oil World Price Survey for oilseeds, crude oils, fats, meals & grains (Palm oil crude, cif N.W.Eur(e)), USD per metric ton"** published in the agreed month of uplifting the cargo in Tema, Ghana.
- B1 means the mean of the weekly average quotations for Rapeseed oil quoted by **"F.O.Lichts World Biodiesel Price Report (Feedstocks, Europe/ARA, Rapeseed oil, ex-mill), EUR per metric ton"** published in the agreed month of uplifting the cargo in Tema, Ghana.
- B2 means the mean of the weekly average quotations for Rapeseed oil quoted by **"Oil World Price Survey for oilseeds, crude oils, fats, meals & grains (Rape oil, Dutch, fob ex-mill), USD per metric ton"** published in the agreed month of uplifting the cargo in Tema, Ghana.
- C is the reference exchange rate between Euro and USD issued by the European Central Bank for the agreed month of uplifting the cargo in Tema, Ghana. This exchange rate is used to convert quotations in Euro to USD when necessary.
- D is the effective import duty percent of crude Jatropha seed oil to EU at the time of import multiplied by unit price $[(A1 + A2) / 2 + (B1 \times C + B2) / 2 \times 0.725] / 2$.

As far as A1, A2, B1 and B2 are concerned, only published quotations will be taken into account when calculating the price. The quotations of A1, A2, B1,

B2 and C published during the agreed uplifting month are always to be used regardless of what the actual B/L date is.

If one of the reference publications ceases to exist, pricing is totally based on the remaining one. If both publications or if one of the reference quotations ceases to exist in its current form, the Parties shall immediately agree on new publication or reference quotation corresponding to those having ceased to exist for the remaining part of the term.

~~The above mentioned price clause is valid till the end of 2012. By 30.06.2012~~

Seller and Buyer endeavour to establish a new price formula based on possible existing Jatropa oil quotation. If this quotation doesn't exist or parties are not able to agree about the price formula based on this quotation the original price formula remains to be valid.

7. Taxes and duties:

Seller to pay all taxes, duties, charges and similar payments in the country of loading and Buyer to pay all taxes, duties, charges and similar payments in the country of destination.

8. Delivery terms:

FOB Tema, Ghana (INCOTERMS 2000 with latest amendments to apply. If in conflict this Agreement shall control and govern.). One safe berth in Tema.

Port/Berth
restrictions: ~~LOA max 180 m~~
~~_____~~ Draft max 11.500 m
No other restrictions

9. Programming:

By the fifteenth day of the month prior the agreed uplifting month, during the term of the Agreement, Buyer shall propose a 10 day loading range for the following month. Seller shall confirm the loading range or propose an alternative loading range in the same month within one working day.

10. Nomination of ship:

Buyer shall nominate a ship for Seller's reasonable acceptance minimum 5 calendar days before the first day of the agreed loading range. Seller shall accept/reject the vessel within one working day. Such acceptance shall not be unreasonably withheld by Seller.

In respect of any vessel named in the nomination, Buyer may substitute therefore another vessel provided always that:-

- (i) the size of the substitute vessel and the quantity to be loaded shall not differ materially from the size of the vessel previously named and the quantity specified in the nomination;
- (ii) the laydays which would have applied in respect of the vessel originally nominated shall apply to the substitute vessel; and
- (iii) Buyer shall give Seller notice in writing of the name and the destination(s) of the substitute vessel not later than the ETA of the substitute vessel or the ETA of the vessel originally nominated, whichever is the earlier.

The nomination shall include:

Estimated Time of Arrival of the vessel in loading port
Quantity of product to be loaded
Name of the ship, flag state
Summer deadweight tonnage, draft, length and beam

Details of three (3) last cargoes
Destination of the vessel
Local agent for the vessel
Name of independent surveyor
Demurrage rate
Instructions regarding documentation and sampling

11. Title & Risk:

Title and risk of loss to the Product shall pass from Seller to Buyer upon product passing the delivery flange of Seller's hose which connects to the permanent intake flange of Buyer's ship at the loading port.

Seller represents and warrants that title to the Product is transferred as set out above free and clear of any encumbrances whatsoever.

12. Maritime terms and loading temperature:

Laytime for loading 400 mt per hour Sundays and Holidays included.

Demurrage shall be as per Charter Party. All other Maritime terms as per Charter Party Asbatankvoy (Attachment 1).

Loading temperature shall be ambient temperature.

Seller shall use its best efforts to ensure that IMO (International Maritime Organisation) rules will allow the sea transportation of crude Jatropha seed oil in bulk and that it is listed under MARPOL Annex II, Noxious Liquid Substances, n.o.s (17) latest Q1/2009. If such listing and approval is not obtained during Q1/2009, at the latest, the first loading pursuant to Section 4 shall be postponed with a quarter of a year at a time until such listing and approval is obtained in which case such first loading shall take place during the quarter following such listing and approval. The timing of subsequent loadings pursuant to Section 4 shall be postponed in a corresponding manner and the term of this Agreement shall be extended accordingly. Notwithstanding the foregoing, if such listing and approval is not obtained by 31.12.2011 despite such Seller's best efforts, either Party has the right to terminate this Agreement with immediate effect. In case of such termination, there shall be no liability of either Party whatsoever towards the other Party.

Seller shall keep Buyer quarterly informed about the progress of IMO approval process.

13. Invoicing basis:

B/L figures in metric tons in air are binding which are based on measurement on still shore tank. If case of an active shore tank, then B/L figures shall be based on ship measurement. In each case the binding effect is subject to no manifest error or fraud.

14. Inspection: Inspections shall be performed by a mutually accepted independent surveyor whose findings on load port shore tank quality and quantity to be final and binding, save for manifest error or fraud on Buyer and Seller. Findings by independent inspector shall be reported in Certificate of Quality and Certificate of Quantity. Inspection fees shall be shared 50/50 between Buyer and Seller.

15. Payment terms and shipping documents:

Open credit. Payment due 30 working days after B/L date or 15 days from the end of the uplifting month whichever occurs later against original invoice and original shipping documents as follows:

A. Shipping Documents Required (including but not limited to)

	Original	Copies
1. Bill of lading plus copies marked Non-negotiable**	3/3	3
2. Certificate of Quality*	1	3
3. Certificate of Quantity*	1	3
4. Certificate of Origin***	1	3
5. Ullage Report*	1	3
6. Time Sheet	1	3
7. Master's Receipt of Documents	1	3
8. Certificate of Shiptanks Cleanliness*	1	3
9. Safety Data Sheet	1	3
10. Master's receipt of Samples 1	3	
11. Shoretank report*	1	3
12. GSP Certificate (Form A)****	1	3

B/L Make-up

Consignor: BioDiesel Norge AS
Consignee: Neste Oil Oyj
Notify: Neste Oil Oyj
Destination: Porvoo, Finland
Product: Crude Jatropha seed oil
Marked: Clean on Board Freight Payable as per Charter Party
Quantity: to be stated in metric tons in air, in vacuum and liters at 15 deg C

Note:

- * Documents to be issued or countersigned by the surveyor
- ** Documents to be countersigned by the master
- *** Issued by Chamber of Commerce
- **** Issued by local competent authority

B. As soon as possible after completion of loading/departure, please send by e-mail or fax a full set of shipping documents (including, but not limited to B/L, Cert. of Quality & Quantity, and Cert of Origin) to Buyer.

C. Document Distribution

To: Receivers c/o Master or Chief Officer
- Original customs document and 1 copy of agreed documents
To: Master for his own purpose
- 1 copy of agreed documents
To: Receiver e-mail or fax no: pirkko.vohlonen@nesteoil.com
+358 10 458 5210
- 1 copy of all documents listed above
To: Neste Oil Oyj
Keilaranta 8
FI-02150 ESPOO
Finland
Attn. Pirkko Vohlonen
- All original and remaining copy documents listed above to be sent by courier

If any payment falls due on a Sunday or bank holiday Monday in New York, such payment shall be made on the first New York banking day following and if any payment falls due on a Saturday or any other bank holiday in New York such payment shall be made on the last preceding banking day in New York.

All bank charges at Buyers bank for Buyers account. All charges at Sellers bank for Sellers account. The date of payment shall be considered as the date of crediting Seller's account.

16. Licenses

Seller shall use its best efforts to obtain in due time any necessary export licenses as well as any other licences, permits and/or clearances required hereunder or for the loading, delivery or transportation of the Product.-

Seller shall indemnify Buyer in full against any loss, damage or cost incurred by Buyer due to Seller's failure to use its best efforts to ensure timely obtaining of export licenses as well as any other licences, permits and/or clearances required hereunder or for the loading, delivery or transportation of the Product and/or to make timely payment of any taxes, customs or duties.

If Seller or a third party manages to load, deliver and transport the Product (or a product comparable with the Product) out of Ghana for another customer's needs, Seller shall, for purposes of this Section 16, not be deemed as having used its best efforts.

17. Termination:

This Agreement shall automatically terminate upon the expiry of the term of this Agreement provided that Parties have completely fulfilled their obligations hereunder, unless earlier terminated by either Party as provided below. The Parties may in writing ~~to~~ terminate this Agreement at any time in case:

(i) the other Party commits any material breach of the provisions of the Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice thereof giving full particulars of the breach and requiring it to be remedied; or

(ii) ~~if~~ a liquidator (other than for the purpose of amalgamation or reconstruction), trustee in bankruptcy, receiver or receiver and manager is appointed in respect of the assets and/or undertaking of the other Party or any of its affiliates, or the other Party or any such affiliate enters into an arrangement or composition with its creditors, or any similar appointment, arrangement or composition is made under any applicable law, or if the Party in question has reason to anticipate any such occurrence, appointment, arrangement or composition.

In addition, the Buyer may terminate this Agreement in writing if the Seller has failed to deliver quantities set out in section 4a during three (3) subsequent calendar years (excluding, for the avoidance of doubt, any quantities rolled over pursuant to section 4c).

Termination of this Agreement, howsoever caused, shall not affect either Party's right to enforce any obligation or liability accruing under the Agreement prior to the effective date of termination.

18. Liability:

Except in case of gross negligence or willful misconduct, either Party shall only be liable for the other Party's actual and direct loss and not for loss of neither prospective profits, good will nor any other indirect or consequential damages in the event of any breach, default or claim under this Agreement.

Except in case of gross negligence or willful misconduct each Party's liability for each shipment under this Agreement shall not exceed the value, calculated according to Section 6, of that shipment, and each Party's liability under this Agreement in aggregate, shall not exceed the value, calculated according to Section 6, for all shipments under the Agreement.

19. Safety

Data Sheet: Seller is obliged to keep the Safety Data Sheet (Attachment 2) updated during the term of this Agreement.

20. Law: This Agreement shall be governed by and construed in accordance with the laws of Sweden to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The legal venue of the arbitration shall be Stockholm, Sweden and the language English.

21. No waiver/Waiver: No waiver by either Party of any breach of this Agreement by the other Party shall be construed as a waiver of any succeeding breach of the same or any other term or condition hereof.

22. Assignment:

Neither Party will assign the whole or any part of its rights and obligations under this Agreement to third party directly or indirectly without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

23. Force Majeure:

No failure of omission by either Party to carry out or observe any of the terms of this Agreement shall give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from Force Majeure.

"Force Majeure" shall mean any event or circumstance reasonably beyond the control of a party which prevents that party from fulfilling its obligations under this Agreement, including but not limited to war, civil war, coup, insurrections, political instability, riots, sabotage, fire, explosion, breakage, accident, earthquake, landslide, lightning, storm, flood, washout, drought, strike, lockout, other industrial disturbance, import or export bans, and other public rules or decisions.

As soon as there are signs that any of the foregoing contingencies will occur, the Party affected shall be obligated to notify the other Party immediately and shall discuss with the other Party the effects of such contingencies on the provisions of this Agreement and what measures shall be taken. The Parties shall make every reasonable effort to prevent or limit the detrimental effects of such contingencies, provided, however, that Seller shall not be obliged to procure goods for substitution if Seller cannot deliver the Product as defined herein. They shall be obligated to resume fulfilling their obligations under this Agreement as soon as possible.

In case Force Majeure lasts for more than 180 days both Parties will be released permanently from their rights and obligations under this Agreement with no right to claim for damages caused by the Force Majeure. In such case, the termination shall not affect either Party's right to enforce any obligation or liability accruing under the Agreement prior to the delivery of the written notice of the Force Majeure by the excused Party to the other Party.

24. Hardship: If, at any time, there should be a substantial and unforeseen change in EU legislation, customs regulations, EU Member State legislation, actions taken by the authorities and these changes will significantly and continuously

concern Seller's product and/or renewable NExBTL diesel produced thereof, or tax reliefs or any other incentives granted by an EU Member State on renewable NExBTL diesel produced out of Seller's product, the Buyer may immediately request a review of the terms of this Agreement, such request to be made in writing and attaching the necessary proofs and documents. Such request may not be presented by the Buyer if the Buyer considers that is in a position to use the quantities hereunder for producing renewable diesel for other geographical markets than the EU without any additional costs or other detrimental consequences for the Buyer.

The parties shall meet promptly following such requests and shall endeavor to agree in good faith upon appropriate amendments, if any, to this Agreement. In case of a claiming of a hardship situation the Buyer shall disclose the relevant facts and figures which are responsible for the unforeseen change.

In the event that no agreement is reached within thirty (30) days of such request for review, then this Agreement shall be terminated following the delivery of the latest shipment which has been nominated and accepted under the provisions of this agreement. Any balance shipment(s) remaining to be delivered for which no agreement on contract terms has been reached, shall be cancelled with no claim from or liability towards the Seller.

25. Claims: 25a. Any claims under the Agreement shall be presented to either Party in writing within ninety (90) days from the date of bill of lading of the Product.

25b. The Party being so notified shall examine and present the written reply to the claim within thirty (30) days from the date of receipt of the claim. Should the Party being notified fail to present the reply within said period of time, then the claim is deemed to be accepted.

25c. The Parties shall first endeavour to solve amicably any claim or dispute arising under the Agreement. In the event no amicable solution is found within two (2) weeks, either Party has the right to submit the case to arbitration, as provided in this Agreement.

25d. Either Party having a claim against the other Party under the Agreement has the right to set off any monetary obligation owed to the other Party under the Agreement against such claim.

25e. No acceptance or delivery of any other part of the Product than that under the claim shall constitute a waiver of the claim.

26. Entire agreement: This Agreement contains the entire agreement between the Parties and supersedes all previous negotiations, representations, agreements or commitments with regards to its subject matter. All changes to this Agreement to be mutually agreed by the Parties and to be made in a written form.

27. Confidentiality: The terms and conditions of this Agreement are to be kept private and confidential, save for disclosure required under mandatory law or applicable stock exchange rules. Any press release relating to this Agreement shall be mutually agreed in advance by the Parties.

Each Party shall keep confidential and shall not (unless under legal compulsion to do so, or required by applicable stock exchange rules) disclose to any person or use directly or indirectly for its own or any other person's benefit (other than for the due performance by it of its obligations under this Agreement), any Confidential Information disclosed, made available or

otherwise provided to that Party by or on behalf of the other Party. This shall not apply to any Confidential Information which at the time it is disclosed, made available or otherwise provided by the disclosing Party, is in the public domain and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the receiving Party of this Agreement.

Notwithstanding the foregoing, each Party may disclose this Agreement in part or in full to a limited number of investors or lenders to the extent necessary for the purpose of concluding negotiations concerning financing provided, however, that all such investors and lenders have undertaken in writing to (a) comply with confidentiality undertaking corresponding at least to the contents of this Section 27 and (b) not to use any such Confidential Information for any other purpose than concluding such negotiations..

For purpose of this Agreement, "Confidential Information" shall mean any information concerning a Party, its related corporations, employees, customers, suppliers, affairs, financial information, operations, business methods or technology.

28. Attachments:

The following documents shall govern in respect of this Agreement, which are all hereby incorporated and made an integral part of the Agreement as fully as if explicitly set forth herein:

1. Charter Party Asbatankvoy
2. Safety Data Sheet

In the event there is any inconsistency or conflict between these attachments and the main body of this Agreement, the main body of this Agreement shall prevail over the attachments.

29. Notices and Contact persons:

All notices and other communications required or permitted under the Agreement, including without limitation operational, contractual or invoicing issues, shall be made in writing to the appropriate Party at the address specified below:

Buyer:

Commercial Mr. Veijo Halonen
Tel. +358 10 45 84816 / Mob. +358 50 45 84816
Fax + 358 10 45 85210
e-mail: veijo.halonen@nesteoil.com

Logistic Ms. Pirkko Vohlonen
Mob. +358 50 45 82736
Fax. +358 10 45 85210
e-mail: pirkko.vohlonen@nesteoil.com

Invoicing
address Neste Oil Oyj
Attn Pirkko Vohlonen
POB 95
00095 NESTE OIL
Finland

Formatert: Finsk

Seller:

Commercial Arne Helvig
Tel. +47 51 89 13 13 / Mob. +47 40 60 52 06
Fax +47 51 89 13 12
Email: arne@biodiesel.nu

Logistics Arne Helvig
Tel. +47 51 89 13 13 / Mob. +47 40 60 52 06
Fax +47 51 89 13 12
Email: arne@biodiesel.nu

Either Party may send notices or other communications hereunder to the address set forth above by mail, personal delivery, courier, telex, telefax or email. Either Party may change the address by giving the other Party notice thereof in the manner herein set forth.

Written and signed, on 21st of February 2008, in three original copies, with one copy being retained by each of the signing Parties..

Neste Oil Oyj

Risto Karppinen
Vice President

Jyrki Ignatius
Vice President

Biodiesel Norge AS

Steinar Kolnes
Managing Director

Arne Helvig
Sales Manager

We hereby guarantee the performance of the above Agreement by our subsidiary BioDiesel Norge AS as well as the payment of any sum payable by BioDiesel Norge AS thereunder as for our own debt. This guarantee shall be governed by Norwegian law and any disputes shall be resolved by arbitration pursuant to Section 20 of the above Agreement.

Biofuel AS

Steinar Kolnes
Managing Director