

SELLER'S LETTERHEAD

Country \_\_\_\_\_  
LOI № \_\_\_\_\_  
\_\_\_\_\_, 2012

Subject: **FULL CORPORATE OFFER №** \_\_\_\_\_

To: \_\_\_\_\_  
From: \_\_\_\_\_  
Attn: \_\_\_\_\_

Dear \_\_\_\_\_

We, the \_\_\_\_\_, hereby state and represent that we confirm with full legal and corporate responsibility under penalty of perjury that we are ready, willing and able to sell and deliver the following unencumbered commodity, as follows:

**Commodity** : \_\_\_\_\_  
**Origin** : \_\_\_\_\_  
**Packing:** : \_\_\_\_\_  
**Quality** : Export quality  
**Specification** : As per Annex # \_\_\_\_\_  
**Total quantity** : \_\_\_\_\_ (\_\_\_\_\_) M.T. per 2012 year  
The total contractual quantity of the commodity sold and purchased under this agreement is \_\_\_\_\_ (\_\_\_\_\_) total Metric Ton being \_\_\_\_\_ (\_\_\_\_\_) per annum being: \_\_\_\_\_ (\_\_\_\_\_) Metric Tons per month with a variation of plus/minus 5% (five percent) of Seller's and Buyer's option. This specified quantity is equivalent to 1 (one) month's supply to be repeated for: \_\_\_\_\_ (\_\_\_\_\_) months consecutive calendar months as referred to in Clause 4 with possible roll-overs and extensions.

**Delivery per month** : \_\_\_\_\_ (\_\_\_\_\_) M.T.  
**Contract period** : \_\_\_\_\_ months with Roll & Extension  
**Terms of delivery** : CFR port \_\_\_\_\_  
**Price** : The fixed price to be USD \_\_\_\_\_/(\_\_\_\_\_) per Metric Ton by way of a Transferable Divisible RDLC - CFR port \_\_\_\_\_

**Payment** : Irrevocable, Documentary, Transferable, Divisible, Revolving Letter Of Credit, issued by Buyer's Bank, covering cost of One month shipment. Buyer's Bank should be a top 25 World Bank.

**Performance bond** : \_\_\_\_\_  
**Procedure** : \_\_\_\_\_

- Inspection** : Seller and Buyer mutually agree that SGS or INSPECTORATE an internationally recognized first Class independent surveyor company shall be appointed at loading and/or discharge ports, to assess the quality and quantity of the cargo according to the provisions herein stated. Seller pay SGS or INSPECTORATE inspection cost at loading port.
- Cargo Size** : According to Contract's condition. The Seller shall have to arrange vessel or vessels to the loading port as per lay-can time.
- Delivery Date** : The date mutually accepted by both Seller and Buyer as the date on which the nominated international surveyor company has ascertained the quantity and quality of the product.

**Note:**

1. All parties including consultants' fees, will be protected by the issuance of an irrevocable fee agreement and pay order by buyer, including all rolls and extensions of any spa bearing the same parties, and original transaction code.
2. This FULL CORPORATE OFFER № \_\_\_\_\_ is for the exclusive benefit of the addressee only and supersedes any previous FCO. This FCO cannot be published or transferred.
3. This FULL CORPORATE OFFER № \_\_\_\_\_ is valid for a period of ten (10) days, starting with the date of signature.

For and On Behalf of

\_\_\_\_\_

**Yours faithfully,**

\_\_\_\_\_

**President**

Passport N<sup>o</sup>: \_\_\_\_\_

Date of issue: \_\_\_\_ \_\_\_\_\_, 2012

Country of Origin: \_\_\_\_\_