

Anza Capital Partners

SALES & PURCHASE CONTRACT

DATE OF ISSUE: March 9, 2010
CONTRACT NUMBER: C02252010

This contract is for the sale and purchase of Scrap Metal HMS1&2 and is not to be freely circulated and is only for the purpose of this transaction ("Contract").

This Contract is made and entered into on this March 9, 2010 with terms and conditions by and between following parties, under Incoterms 2000.

AS THE BUYER:

Company: Tube City IMS, LLC
Address: 12 Mononghela Avenue, Glassport, PA15045 USA

AS THE SELLER:

Company: Anza Capital Partners LLC
Address: 333 East 45th Street, Suite 26A, NY, NY 10017 USA
Telephone: +1.917.763.1338
Fax: +1.888.546.6193
Email: joseph.anza@anzacp.com
Represented By: Joseph V. Anza
Federal Tax ID #: 26-3876277

Whereas the seller with full corporate authority and responsibility certifies, represents, and warrants that it can fulfill the requirements of this agreement and provide product referred to herein in time and for the terms agreed upon thereafter.

Whereas the buyer hereby makes and confirms that they are ready, willing and able to purchase the following described commodity under the terms and conditions as hereunder, subject to execution of the contract for the purchase of the said commodity, upon consideration of the mutual agreement, promise, benefit and terms of this commercial agreement and valuable consideration of the benefit which is hereby acknowledged. The parties do hereby agree and covenant as to honoring the following terms and conditions of this Contract.

Whereas the Seller agrees to sell and Buyer agrees to buy HMS 1 & 2 ("the Goods") in accordance with the specifications to the present contract. The price given is in United States Dollars, per Metric Ton, as per the International Chamber of Commerce – UCP 600 (ICC 600/2007 revision).

ARTICLE 01 – QUANTITY

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BUYER: *[Signature]*

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1. Quantity: 500 MT (+/- 5% allowed) From San Juan, Puerto Rico
500MT (+/- 5% Allowed) From Caucedo, Dominican Republic
2. Quantity/Weight of the Commercial Invoice will be based on Certifications of Weight issued by the Port authority

ARTICLE 02 – PRICE AND CONTRACT VALUE

1. Unit price: USD \$ 375 per MT CFR Kaohsiung, Taiwan
2. Total value: USD \$ 375,000 (+/- 5%)
3. Payment is in United States Dollars
4. Above mentioned price and total value are understood as per Incoterms 2000

ARTICLE 03 – QUALITY AND SPECIFICATIONS

- Commodity: Heavy melting steel scrap HMS1&2 as per attached photos
 - HMS1 as per ISRI Code No.200-201-202
 - HMS2 as per ISRI Code No.203-204-205-206
- Must be totally free from toxic chemical, radioactive materials, inflammables, explosives, organic matters originated from animals or plants with danger of epidemic diseases and medical waste. Excess molten steel, slugs, steel shavings and trimmings are not acceptable.
- Must be totally free from bullets, bombs, arms, ammunitions, torpedoes, mines, shells, cartridges, seal containers or tanks or envelopes, gas cylinders, explosive shells or explosive material in any form.
- Must be free from admixtures such as slag, dross, trash, lubricant, grease, rubber, plastic, oil parts, alloy, asphalt, wood, chemical and other impurities and nonmetals.
- Impurities and non-metals including floor dusts are not more than 0.5% of total weight of each cargo.

ARTICLE 04 – PACKING AND SHIPMENT

1. Packing: 40FT containers. Each container must contain a minimum of 24.5MT.
2. Term of Delivery: CFR Kaohsiung, Taiwan (Incoterms 2000)
3. Port of Loading: San Juan, Puerto Rico and Caucedo, Dominican Republic
4. Port of Discharge: Kaohsiung, Taiwan
5. Delivery Period: Delivery to commence within 14 days of receipt of workable L/C and be completed within 30 days of commencement

ARTICLE 05 – INSPECTION

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BUYER: *ma*

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1. Buyer or Buyer Representative is permitted to perform inspection during loading
2. Seller will provide the Buyer by email with at least 6 photos of each container organized as a zip file with container number as file name prior to payment:
 - a. 1st photo shows empty container with 2 doors open (with container number clearly visible) taken at the point of loading, before start of loading
 - b. 2nd photo shows 25% loaded container (with container number clearly visible)
 - c. 3rd photo shows 50% loaded container (with container number clearly visible)
 - d. 4th photo shows 75% loaded container (with container number clearly visible)
 - e. 5th photo shows fully loaded container with one door open, one door closed showing container number
 - f. 6th photos shows container with closed doors with Seal
3. Seller will include a scanned copy of the Weight Slip from the Port in the above-mentioned zip file per container

ARTICLE 06 – PROCEDURES

1. Signing of Contract by both Buyer and Seller
2. Buyer emails Draft LC
3. Buyer will issue an irrevocable DLC to Seller's bank
4. Shipment Commences
5. Seller will email to Buyer Commercial Invoice, Packing List, Copy of Bill of Lading, Loading Photos, scanned copy of Weight Slip and scanned copy of the Receipt from Port Authority

ARTICLE 07 – TERMS OF PAYMENT

1. Buyer will issue an irrevocable and confirmable DLC to Seller's bank.
2. All banking charges at the seller's bank are for the seller's account, at the buyer's bank for the buyer's account.

ARTICLE 08 – DOCUMENTS FOR PAYMENT

1. Full set of 3/3 Original, Clean on Board Bill of lading Marked "Freight Prepaid", setting forth the weight in Metric Tons, evidencing shipment from Loading Port to Discharging Port
2. Seller's manually signed and sealed Commercial Invoice based on net weight issued by the Seller in 03 (three) originals.
3. Packing list showing Contract number, net quantity/weight and gross quantity/weight for each container, total number of containers, container numbers and seal numbers, shipment number in case of partial shipment and name of carrying vessel in 03 (three) originals.

ARTICLE 09 – BANK DETAILS

BUYER'S BANK:

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Bank name:
Address:
Swift Code:
ABA Number:
Account Number:
Account Holder:

SELLER'S BANK:

Bank name: JPMorgan Chase, NA
Address: 1 United Nations Plaza New York, NY 10017 USA
Swift Code: CHASUS33
ABA Number:
Account Number: 000000778073775
Account Holder: Anza Capital Partners LLC

ARTICLE 10 – CLAIM

In any event of faults of quality and/or weight of goods, the Buyer shall make claim to the Seller within 20 days from the arrival date at discharge port. A survey will be conducted by a Marine Certified 3rd party inspection company who will issue an original certificate of quality, weight/quantity at discharging port which will be submitted to the Seller as evidence. The remittance will be applied, if any.

Quality discrepancy and penalty to be determined between Buyer and Seller.

ARTICLE 11 – FAILURE/LATE DELIVERY

Should the seller fail to deliver the first shipment owing to causes other than Force Majeure as provided in clause Force Majeure of this contract, the buyer or seller has the right to cancel this contract but buyer may agree to give the seller a grace period of 05 (five) days for delayed shipment.

ARTICLE 12 – GOVERNING LAW

The contract will be subject to the laws of New York State (Bronx County) in the USA and will be governed, and interpreted in accordance with the rules of the International Chamber of Commerce (ICC) and subject to the interpretation of Incoterms 2000 edition.

ARTICLE 13 – ARBITRATION

1. The parties hereby agree to settle all disputes amicably. If settlement is not reached, the dispute in question shall be submitted to International Chamber of Commerce in New York.
2. The losing party will pay the arbitration fee. It is understood that in the event of dispute of arbitration, English shall prevail.
3. The award of arbitration shall be final and binding on both parties.

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ARTICLE 14 – MISCELLANEOUS

1. Upon signing this contract by buyer or seller or authorized representative, all previous negotiations and also all previous correspondence is to be considered null and void.
2. Changes to the terms and conditions of this contract must be in writing and agreed to in writing by all parties involved.
3. This contract shall be legal and binding upon electronic signature of faxed/e-mail copies (PDF format).
4. Carbon copies cannot be used and will not be accepted.
5. Document other than English language are acceptable if also accompanied by proper translation into English language.
6. All supervision and fees or levies at the Port of Loading are for the Seller's account
7. Partial shipment is allowed
8. Transshipment is allowed

ARTICLE 15 – CONFIDENTIALITY, NON-CIRCUMVENTION AND NON-DISCLOSURE

The Parties accept and agree to the provisions of the International Chamber of Commerce, Geneva, Switzerland for Non-Disclosure and Non-Circumvention with regards to all parties involved in this transaction and Contract, additions, renewals and third party assignments, with full reciprocity for a period of five (5) years from the date of execution of this Contract. Provision includes but is not limited to the Buyer, Seller, Agents, Mandates, Nominees, Assignees and all intermediary parties to this Contract.

ARTICLE 16 – FORCE MAJEURE

In the event of any strikes, act of God, war, warlike operations, force majeure, lock-out, combination of workmen, interference of trade union, suspension of labor, fire accident, or of any other case whatsoever beyond the control of Seller or Buyer whether of the foregoing nature or not, preventing them or hindering them or either of them from giving or receiving the delivery under this contract shall be suspended during such time provided any such inability by either party contracting hereto Buyer giving notice under this clause, the contract shall be each time extended for a period equal to the period of suspension. But if such period of suspension extends for more than 90 days, the party having received the notice of suspension shall have a right to terminate contract forthwith by giving notice of this to the other party.

ARTICLE 17 – EQUITY

In entering into this contract, Seller and Buyer recognize that it is impractical to make provision for every contingency that may arise during the life of this contract. Seller and Buyer concur in the principle that this contract shall be carried out between the two parties with fairness and without detriment to the interests of either party, and if in the course of the performance of the contract any infringement of this

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principle is anticipated or disclosed, then Seller and Buyer shall promptly confer in good faith with each other to agree upon such and action as may be necessary to remove the clause or clause of such infringement.

ARTICLE 18 – VALIDITY

Upon approvals of parties by signing the contract, the parties agree with all terms and conditions of the contract. The contract comes into effect when both Seller and Buyer sign the Contract. Effective Date of Contract is the last date when either party has signed. Contract has been issued, signed and sealed on a total of six (6) pages.

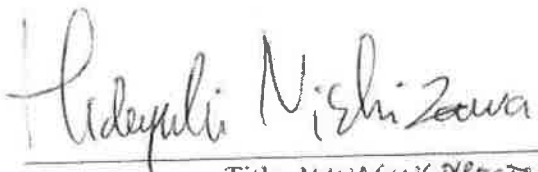
BY SIGNING BELOW THE PARTIES HEREBY ENTER INTO THIS AGREEMENT

FOR THE BUYER

FOR THE SELLER
Anza Capital Partners LLC

Signature / Seal

Signature / Seal



, Title **MANAGING DIRECTOR**

Joseph V. Anza, Managing Partner


Date: March 9, 2010 *OF ASIA GROUP*

Date: March 9, 2010

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APPENDIX A

1. Bill of Lading:

Shipper: Anza Capital Partners
333 East 45th Street, Suite 26A
New York, NY 10017 USA

Notify:

Consignee:

Marked: Freight Prepaid

Specification: Ferrous Scrap Metal

2. Invoice to be made to:

Buyer: Buyer name, address, phone, fax, email

3. The original documents should be sent to:

BANK NAME:
ADDRESS:
ACCOUNT NO.:
NAME:
SWIFT CODE:
TEL.:
FAX:

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