Business Overview: IPO Investment Opportunity

BioCrude Technologies, Inc.

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Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement)

Recipients	Name	Signed	Approval Date

Nota Bene:

BUSINESS OVERVIEW

IPO INVESTMENT OPPORTUNITY

BIOCRUDE TECHNOLOGIES, INC ("**BioCrude**")

SUMMARY REFERENCE: **BIOCRUDE/INV-SUMM/NASDAQ/2018**

DOCUMENT GENERATION: **01**

Initials: _____ **Initials:** _____

Company Overview

Company Name	**BIOCRUDE TECHNOLOGIES USA, INC.**
Company Address	1255 Phillips Square, Suite 605 Montreal, Quebec, Canada H3B 3G5
Company Phone	(514) 840-9719
Company Website	www.biocrudetech.com
CEO	Mr. John Moukas
Employees (Registered as of 12/31/2018)	-
Independent Contractors	-
State of Inc.	Nevada, USA
Fiscal Year End	12/31
CIK	0001690384
CUSIP[1] – ISIN[2] Numbers	09074U 105[1]: US09074U1051[2]
Symbol	BCTI
Exchange	NASDAQ (Small Cap): Nasdaq Dubai (Cross-Listing) [Pending]
Share Price	$4.00 US
Shares Offered	8,750,000
Offer Amount	$35,000,000 US
Total Expenses	-
Shares Over Allotted	0
Shareholder Shares Offered	6,813,865
Shares Outstanding	50,483,836
Lockup Period (days)	180
Company Auditors	BF Borgers CPA PC [Lakewood, Colorado, USA]
Company Law Firm	EAD Law Group, LLC [Las Vegas, Nevada, USA]
Company Transfer Agent	Colonial Stock Transfer Company, Inc. [Salt Lake City, Utah]

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IPO INVESTMENT OPPORTUNITY

I. Scope of IPO

Objective:

The opportunity of investment in BioCrude Technologies USA, Inc.'s (the "Company" and/or "BioCrude") Initial Public Offering (the "IPO"), which covers up to 8,750,000 shares of common stock to be issued and sold by the Company at a price of $4.00 per share in a direct public offering, will allow BioCrude to expand its operations, with the pertinent financial resources, in order to incubate same to become the worlds leading authority in waste management treatment via the implementation of its "Integrated Waste to Energy Complexes" as "Clean Design Mechanisms ("CDM")", adhering to "Zero Landfill Policy" and the "Reduction of Greenhouse Gases ("Carbon Emissions Reductions ("CER's")" into the atmosphere, whilst optimizing the revenue model for sustainable development thereto, in juxtaposition to present practices deployed by Governmental Authorities world-wide and/or the corporate competition, regulating or servicing same, respectively.

The Company will utilize the proceeds raised from the IPO for the following:

- Working Capital;
- Expand BioCrude's present workplace facilities;
- Investments in subsidiaries and/or joint ventures;
- Expand BioCrude's human resources (have approximately two (2) years of financial reserves for servicing same until revenues from its first Concessions (Union of the Comoros project) kick in);
- Set up (Fixed Asset purchases) and marketing/lobbying activities to locate and define/establish new prospects for Concession engagements;
- Increase BioCrude's lobbying activities world-wide;
- Capital expenditures for prospect Concession(s) acquisition and execution thereof.

Nota Bene: The following Executive Summary is qualified in its entirety by reference to, and should be read in conjunction with, the more detailed information appearing elsewhere in this Memorandum, as well as in BioCrude's "**S1 Registration Statement**" and "**Amendments**" thereof, as well as BioCrude's current filing 424B3 (Prospectus [Rule 424(b)(3)]) filed with the United States Securities and Exchange Commission ("**SEC**") [https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001690384&owner=exclude&count=40 hide filings=0, or can be accessed by BioCrude's website; www.biocrudetech.com; "Investor Relations" tab].

II. Corporate Profile

BioCrude Technologies USA, Inc (the "Company" and/or "BioCrude") is a resource management expertise and services provider, catering to commercial, municipal, and industrial customers, primarily in the areas of solid waste management and recycling services.

BioCrude has developed efficient, cost-effective, and environmentally friendly products, processes and systems for the reformation of waste material, waste management and creation of renewable energy. One very important area that BioCrude excels in is the reformation of MSW into renewable energy and marketable end-by-products, using its intrinsic intellectual property and know how in its "Integrated Municipal Solid Waste to Energy Proposed Complexes" for municipal applications.

The long-term vision of the organization is to build a highly sustainable and profitable company by transforming traditional solid waste streams into renewable resources and marketable by-products. Global competition for limited resources is, the Company believes, creating significant business opportunities for companies that can sustain and extract value in the form of energy and raw materials from resources previously considered an irretrievable waste stream. BioCrude's business strategy has been firmly tied to creating a sustainable resource management model and the Company continues to be rooted in these same tenets today. Each day the Company strives to create long-term value for all stakeholders: customers, employees, communities, and shareholders, by helping customers and communities manage their resources in a sustainable and financially sound manner.

Environmental issues have taken the forefront globally, creating solid expectations for investments in green technology. The Company will pursue the acquisition of Concessions from Governmental Authorities world-wide, Licensing Agreements, Joint Ventures and Revenue sharing agreements for the implementation of BioCrude's Integrated Municipal Solid Waste to Energy Proposed Complexes for municipal applications.

The Company intends to achieve successful market penetration in numerous segments of the industry, generating escalating positive cash flows on an annual basis so that the Company becomes a competitive leading participant in the industry. Management will look to have its Integrated Municipal Solid Waste to Energy Complexes widely implemented across Africa, Asia, the Balkans and North America with a view to expanding to other international markets (Latin America), while continuing to pursue Concession Agreements under private license/joint ventures and other conventional arrangements.

III. Defining Waste Management for Municipal Applications

In the past, MSW management used a single technology landfilling or mass burn, incinerators had no pollution control and energy recovery and sanitary landfills were rare.

MSW management uses more integrated and complex approaches, the waste to energy facilities have a minimal environmental burden and the sanitary landfills have requirements for designing operation and monitoring and gas collection.

The provision of municipal solid waste services is a costly and troubling problem for local authorities everywhere. In many cities, service coverage is low, resources are insufficient, and uncontrolled dumping is widespread, with resulting environmental problems. Moreover, substantial inefficiencies are typically observed. Typically, worldwide, governmental waste management ordinance, surprisingly enough, encompasses inefficient waste collection, landfilling until over exhaustion, and incineration.

Out of concern for the quality of life of their residents, local municipalities bear primary responsibility for waste management. Municipalities will work with other municipal levels to identify the best collection, transportation, treatment and disposal methods for their respective jurisdictions. This includes identifying suitable sites for municipal or regional waste management facilities and managing and operating collection, transportation and treatment systems. To increase the environmental and economic efficiency of waste management, local municipalities will be responsible for planning waste management infrastructure and systems at the urban community and regional county municipality levels.

Waste management planning, as well as the production of renewable energy resources, are vital issues facing any city or municipality today. Governments at all levels, on a global scale, are allocating large amounts of funding for development of systems to combat this problem. While certain municipalities have some infrastructures in place for waste collection, they have varying degrees of advancement in the implementation of redirection systems for recoverable and reformable waste products. In essence, room for improvement exists for the following:

1. Reduction, and eventually, the elimination of landfilling, as opposed to over exhausting (substituting proposed landfill sites with other forms of development (commercial, industrial, residential, agricultural, and community developments, amongst others – real estate value)).

2. Reduction of Greenhouse Gases, and environmental pollutants with reference to ground and surface water contamination (percolation of contaminated leachate) alongside with the elimination of odours.

3. Further enhanced separation process for MSW, which could prelude to a more optimal recycling program.

4. Procurement of Renewable Energy and Marketable by-products (fertilizer) from the exploitation of the calorific value of the MSW.

Nota Bene: Landfilling is NOT a solution, but a deferral of a problem for future generation to handle. In essence, it is what it is; a PRACTICE that has been utilized for the longest period of time! Nothing more!

The myth that landfilling is a cost-effective solution is what it is; a myth. There are long term ramifications, especially when the landfills are not proper "Scientific Landfills" (environmental implications; rainfall, leachate, percolation, contamination (soil and water table)). Even the fact that if a Scientific Landfill is deployed (with membrane linings) at an astronomical cost (the cost of construction of a Scientific landfill that will host approximately 2,000 TPD of waste for 25 years is approximately 100 MUSD), after a few earth tremors or shifting of land, the membrane cracks, not mentioning the fact that over time, the membrane deteriorates, thus yielding the same negative environmental impacts, only deferred in time.

Another issue to address is the continual use of landfills. As time goes on, and waste is continuously generated by the populous and its activities, more and more landfills have to be created, to a point where a good part of the country will become a cemetery for garbage.

Large municipalities and metropolitan regions are encouraged to routinely undertake citywide strategic planning to design and implement integrated solid waste systems that are responsive to dynamic demographic and industrial growth. Strategic planning starts with the formulation of long-term goals based, on the local urban needs, followed by a medium- and short-term action plan to meet these goals. The strategy and action plans should identify a clear set of integrated actions, responsible parties and needed human, physical and financial resources. Opportunities and concepts for private sector involvement are commonly included among the examined options, as the private sector's costs and productivity output require special consideration.

BioCrude, having set as its objective the profitability of the activities issued of this sector, while building business relationships and social implications within the collectivity's / communities that BioCrude is called upon to serve, beyond the environmental and social implications, and beyond the business imperatives, has set as one of its priorities to optimize waste management and treatment thereof, whilst respecting the boundaries of economies, efficiency and adherence to environmental wellbeing initiatives. BioCrude Technologies USA, Inc. has been involved in the R&D of Environmental Technologies, both process and product based, whereby it has enhanced and optimized conventional Technology, whereby giving credence to environmental, economic, social and technological well-being, too numerous to mention, and as all can be referenced in its entirety within BioCrude's Integrated MSW-Energy Proposal. Shortlists of the aforesaid well-beings are mentioned herein under:

1. Secure, cost effective long-term processing capacity for recyclables and organics.

2. Improvement of effectiveness and efficiency of current waste systems/practices.

3. Elimination of MSW from going to landfills.

4. Creation of Renewable Energy (dependent on the amount of MSW, and calorific value (energy content) of the MSW).

5. Reduction of Greenhouse Gases and other environmental pollutants emitted into the atmosphere.

6. Municipalities do not have to undergo cost of implementation; privatized via BOOT (Build, Own, Operate & Transfer), whereby BioCrude Technologies USA, Inc. will be lobbying to get the MSW,

Land, Sewage treated Effluent and Resale of Electricity Concessions (with Sovereign Guaranties from the Ministry of Finance of the Government in question).

7. Due to the profitability of the proposal, significant savings could be passed onto the Municipalities, to reduce their day to day on going expenses for Municipal Waste Management, for the duration of the BOOT (30 years), of approximately 50%, per annum, via MSW Tipping Fees and the Transport of the MSW to neighboring cities/provinces (states) and/or countries without forgetting to mention the reduced GHG emissions from the substitution effect of BioCrude's Integrated MSW to Energy proposal from landfilling and/or incineration. This surplus in savings can be used for other municipal social and infrastructural programs.

8. Employment opportunities are created during the EPC (Engineering, Procurement & Construction) phase of the project (a few hundred jobs) and for the day to day operations of the project (approximately 44 jobs per shift per 600 TPD Plant plus 10 persons for administration X 3 shifts per, equating to a total quantum of a minimum of 141 persons).

9. The proposed solution is an integrated MSW management system based on energy recovery that respects the norms of a Clean Design Mechanism ("CDM") inherent within the realms of article 12 of the Kyoto Protocol ("UNFCCC") or any future proposed legislation regarding same, and qualifies for Carbon Emissions Reduction Credits ("CER's").

IV. BioCrude's Integrated MSW to Energy Complex for Municipal Applications

BioCrude's solution of an Integrated Municipal Solid Waste to Energy complex is in line with the present trends in the Municipal Solid Waste ("MSW") industry and the main advantage of same is that it is comprised of a Materials Recovery Facility ("MRF") and different modular waste treatment processes (Composting, Bio-methanation and Refuse Derived Fuel ("RDF")) and a power station, in order to treat the MSW and procure renewable energy and other marketable by-products (compost, ash and certain recyclables) with the added implication of practically zero-landfill policy (less certain inerts which have zero negative environmental impact, if landfilled).

The material components (modules) of an Integrated Municipal Solid Waste to Energy Complex are detailed as follows:

1. **Entrance to complex**: Kiosk and weighbridge (reception/departure and weighing of garbage trucks (pre-and-post deposit of MSW at the MSW Storage facility).

2. **MSW Storage facility**: Closed and properly ventilated warehouse facility for receiving and storing just in time (JIT) 3 days' inventory of MSW. MSW is moved from the storage facility and moved via machinery and conveyor belts to the Materials Recovery facility.

3. **Materials Recovery facility (MRF)**: a properly ventilated facility that houses different types of machinery/equipment (either procured from suppliers or built in-situ according to plan specifications) requisite for different facets of the separation process of the MSW into the distinct categories of the waste (organics, hydro-carbon polymer based, cellulose, inerts, miscellaneous (batteries, cadavers, etc.…)) and prepare same as the distinct feedstock for the different waste treatment processes (Composting, Biomethanation and Refuse Derived Fuel (RDF)), as well as separate the recyclables for resale and the inerts (elements of construction and demolition debris that are not recyclable) for landfilling or to be crushed and given/sold (negligible in nature in comparison to the revenue model established by the tipping fees, and resale of electricity and compost) to the secondary markets for the manufacturing of building materials.

4. **Composting facility**: A portion of the land concession will host a type of composting system (Windrow [with procured mechanical mixing machinery (trucks) like compost turners or tub/horizontal grinders] or Static Aerated Piles [aeration system such as installed perforated piping to ensure steady oxygen supply (forced air) for the microorganisms and to reduce moisture content]), depending on BioCrude's evaluation of the waste analysis. A fertilizer will be procured, dried and stored in a warehousing facility for by-products.

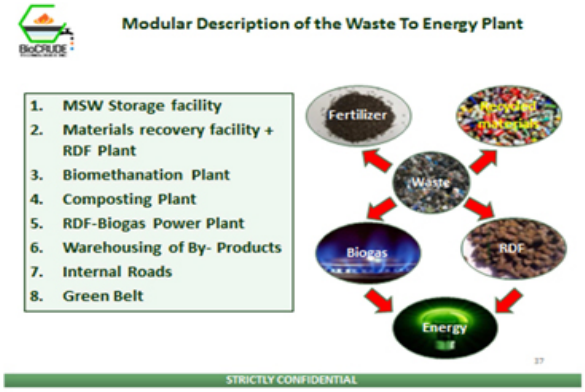
5. **Biomethanation facility**: Modular digesters are constructed in series and synchronized in operation in order to receive organics and process same to extract and capture the methane gas which will be piped to the Biogas – RDF power plant (will be combusted for the procurement of renewable energy) and in addition, yield a cured fertilizer which will be dried and stored in the warehousing facility for by-products.

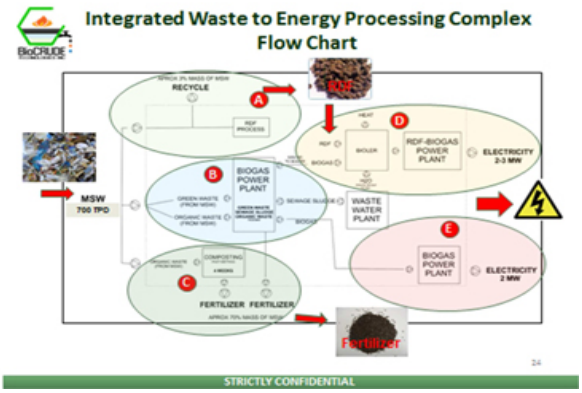
6. **RDF facility**: A refuse derived fuel system (gasification derivative) will be procured and installed. The RDF facility will receive the hydro-carbon polymer and cellulose based waste products that will be used to make RDF pellets (compressed and dried) that will be used as the feedstock for combustion within same to generate renewable energy within the Biogas – RDF power plant.

7. **RDF – Biogas power plant**: will be procured and installed within a certain section of the Complex with a dedicated Distributed Control System (DCS) for the MSW-Energy (RDF & Biogas based) power plant & fuel processing plant (controls & instrumentation for the boiler and turbine, instrumentation for the balance of the power plant and control room).

8. **Internal roads**: will be constructed within the complex for vehicle/truck transport/passage within the complex.

9. **Green Belt**: will be developed for aesthetic purposes and municipal environmental conformities.





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V. Business Model

The Company's business model is designed to create a profitable revenue stream through the direct acquisition of Concession Agreements from different Governments for the implementation of BioCrude's integrated MSW-Energy Complexes. Our products, processes and services, marketed to the relevant target audience, enable us, to generate multiple revenue streams and consistent profitability derived from the high gross profit inherent within the realms of our proprietary products, services and applications.

By acquiring the necessary Concession (MSW, Land and Supply of Treated Effluent) and Power Purchase Agreements (PPA), from the respective governmental authorities of a certain country, with Sovereign Guarantees (with right of subrogation), the Company will develop its Integrated Municipal Solid Waste to Energy Complex, under "**BOOT"** (Build, Own, Operate & Transfer) basis.

The following contractual understandings are the key prerequisite elements for establishing a mutual meeting of the minds, by and between BioCrude Technologies USA, Inc. and the governmental authorities of a municipality/country, for the successful realization of BioCrude's MSW-Energy Complexes:

1. **MSW Concession** for the guaranteed delivery of MSW to the Complex with an implied base tipping fee per tonne ("Put or Pay") with annual escalations for the term (30 years) of the project with an option of renewal for an additional term (30 years) and Sovereign Guarantees from the Minister of Finance endorsing same.
2. **Land Lease Concession** for the delivery of the required amount of land for project term (30 years), at an annual symbolic lease rate of $1/amount of land delivered/annum, with an option of renewal for an additional term (30 years).
3. **Supply of Treated Effluent Concession** whereby the governmental authorities will supply the necessary treated water in order to fulfill the operational requirements of the MSW to Energy complex at a negligible symbolic annual rate for the term of the project with an option of renewal for an additional term (30 years).
4. **Power Purchase Agreement (PPA)** [resale of procured electricity to the Power Corporation of the country in question], whereby the Power Corporation of a certain country will buy back the electricity produced by the MSW to Energy Complex at a base rate per kW-hr ("Take or Pay"), with annual escalations for the term (30 years) of the project with an option of renewal for an additional term (30 years) and Sovereign Guarantees from the Minister of Finance endorsing same.
5. Assistance from the Appropriate Governmental Ministries and Municipalities in obtaining all necessary permits and clearances for the Construction and Operation of the MSW-Energy Complex (stipulations in contracts).

Nota Bene: Depending on country policy on foreign investment, the Company may request or be granted an exemption of taxes, levies, duties and all other relevant taxes applicable to the importation of all plant, materials, equipment and rolling stock for the Construction of the MSW-Energy complex, from the appropriate Ministries, related thereto.

All of the aforesaid Concession agreements have to be granted at the same time in order for BioCrude to successfully realize the development (Engineering, Procurement and Construction) and operation of the MSW to Energy complex (the "Sovereign Guarantees" and right of subrogation are critical and paramount for the funding requirements of the MSW to Energy complex).

VI. Strategies of the Company

BioCrude's strategy is designed to create a profitable revenue stream through the direct acquisition of Concession Agreements from different Governments for the implementation of BioCrude's integrated MSW-Energy Complexes, or through the establishment of unique and strategic alliances via licensing arrangements and/or joint ventures within the industry milieu.

BioCrude has developed what we believe is a highly effective marketing strategy, built on a proactive direct marketing campaign with Government, large corporate facility management that target the sector for waste product treatment and reformation. The Company believes that this will result in a development of a marketing and distribution network with extensive coverage of the Company's target market at a minimal expense, allowing the Company to reach profitability. We believe that our marketing strategy will permit us to generate an extensive customer/end user base; however, there can be no assurance that our estimate regarding acceptance of our products and services will be correct.

The Company's long-term strategy is to create economically beneficial uses for waste streams through resource transformation solutions. Since the value of commodities after processing costs is typically higher than other disposal options, such as landfilling or incineration, the Company believes this strategy is effective long-term. The Company believes that as carbon taxes or cap and trade systems are implemented and the demand for commodities rises, economics will further favour this strategy. The Company is also focusing on lowering the cost of resource transformation solutions by reducing its recycling processing operating costs, examining ways to mitigate commodity price fluctuations, and developing new processing technologies. These steps will help to build an effective business model at lower commodity pricing levels.

The Company is focused on four main areas to improve the performance of base operations and increase cash flow generation:

1. Pricing initiatives
2. Cost controls and operating efficiencies
3. Integrated waste to energy development initiatives with long term Concession Agreements
4. Asset management

Pricing initiatives

BioCrude has developed a number of sales/solicitation programs and the standardization of the sales/solicitation process and standardized the sales/solicitation process. We believe that the pricing logic used in our fee programs, with implied "**Put or Pay**" and "**Take or Pay**" provisions for the supply of feedstock and resale of outputs (renewable energy), respectively, is reasonable and competitive. We expect to continue to add to our fee based pricing through additional administrative fees, recycling fees, late charges and further improvements to our existing fee structures. The goal of our pricing program is to generate price increases in excess of CPI. BioCrude will derive revenues from a combination of commodity sales (Marketable by-products – fertilizer and energy resale), carbon credits (CER's under the "**Clean Development Mechanism**" established pursuant to article 12 of the "**Kyoto Protocol**" (CDM project)) and tipping fees paid for material processing. Fluctuations in commodity pricing are managed by a number of risk mitigation strategies including: financial hedging instruments (transfer of foreign exchange risk), Sovereign Guarantees, floor prices, forward sales contracts, index purchases, and tipping fees. The goal is to smooth revenue, net of cost of products purchased, and generate consistent cash flows.

Cost controls and operating efficiencies

The Company continues to search for the best practices throughout the entire organization and then implements these solutions through standardized continuous improvement programs. The goals of these programs are to enhance customer service, increase safety for employees, and to reduce operating and administrative costs. The Company has implemented continuous improvement strategies and the introduction of select operating efficiency initiatives in safety, productivity, maintenance, customer service, environmental compliance, and procurement.

Integrated Waste to Energy development initiatives with long term Concession Agreements

BioCrude excels is the reformation of MSW using its intrinsic intellectual property as well as its expertise in Integrated Waste to Energy Processing Complexes. BioCrude has and will continue to invest time, effort and valuable resources in the pursuit of Governmental Concession (MSW, Land, Supply of Treated Effluent and Power Purchase Agreements (PPA)) Agreements, for the duration of twenty-five to thirty years, for the implementation of same. The essence of the Concession Agreements, not only guarantees the MSW and implied tipping fees, related thereto (with annual indexing), but the resale of the marketable by-products (energy to grid via PPA) for the duration of the term, with Sovereign Guarantees. Investments in Waste to Energy facilities position the Company well for the evolution of the industry from waste management to resource management.

VII. Company Milestones and Plan of Execution

BioCrude's revenue model is based on revenue generation from the following: i) the operation of the MSW to Energy complexes (tipping fees, resale of renewable energy, resale of other marketable by-products (compost, recyclables) and potential carbon credits, ii) Joint Venture license fees, whereby the prospective Joint Venture partner will buy a license from BioCrude (payment to be effected immediately after signature) for their participation and will infuse its prorated share of equity capital for the potential MSW to Energy complex, and iii) EPC ("Engineering, Procurement & Construction) management fees (general contracting fees, approximately 20% of the capital cost of the project). In essence, these fees have to be paid regardless, but BioCrude management will execute and capture remuneration for same.

BioCrude's MSW to Energy initiative is, by definition, an "en suite" of waste management and energy procurement, whereby the latter is a marketable byproduct derived from the intrinsic processes of the treatment of the MSW by procuring the necessary constituent feedstock (primary material) to produce the renewable energy in the modular section for power generation of the Integrated MSW to Energy complex. In order to realize an integral MSW to Energy complex, as defined in the "Business Model" of the registration statement, all Concession Agreements (guarantee of MSW supply, Land and Supply of Treated Effluent) as well as a Power Purchase Agreement must be contracted concurrently, for they are "ALL" necessary constituent elements for the development of an integrated MSW to Energy complex i.e., you cannot have some or most of the agreements (Concessions/PPA) in place, but must have "ALL" in place, at the same time, simply because of the nature of the project in question.

In order to acquire the concessions for waste management (MSW to Energy), "major" lobbying has to be done, commencing with proposal submissions to various divisions of government which are intervening parties to same (environmental project thus requiring the intervention of the Ministry of Environment, energy procurement require the intervention of the Ministry of Energy/Power and Power Corporation (usually crown corporation), the municipalities usually are responsible for the granting of the MSW, Land and Supply of Treated Effluent Concessions and the Ministry of Finance is responsible for the signing of the Sovereign Guarantees, and in some instance, countries might have other intervening governmental agencies).

BioCrude has positioned itself, through its continual lobbying efforts (ongoing), for potential Joint Ventures (JV) with certain governments (countries/clients). Should any of these Joint Ventures prove to be realized because of the persistent lobbying activities, not only will BioCrude be able to realize the EPC management fee for the development of the MSW to Energy complex(es), but it will also receive its prorate share (50%) of the revenue stream of the developed MSW to Energy complex(es), with similar time frame frequencies as mentioned above, as well as a license fee (BioCrude already submitted offers) immediately following signature of the Joint Venture engagement and the Concession and Power Purchase agreements. BioCrude anticipates, that if the prospective JV partner(s) take the initiative to implement (not only entertain) a waste management solution for their country, possible engagement can be realized within 6 to 12 months following that initiative (being cognizant of bureaucracy and red tape procedures of government).

A vote of confidence has been bestowed to BioCrude by the governmental authorities of the Autonomous Island of Grande Comore on its proposed integrated waste management solution for the Autonomous Island of Grande Comore through the awarding of the necessary Concession Agreements (delivery of MSW, Land and Supply of Treated Effluent) for 30 years (with a renewal option of 30 years) with Sovereign Guarantees for the implementation (design, build, finance and operate) of a 700 TPD Municipal Solid Waste to Energy Complex, in the city of Moroni, Autonomous Island of Grande Comore, Union of the Comoros. Furthermore, a Power Purchase Agreement has been signed with the "Le Gestion de l'Eau et de l'Électricité aux Comores (MA-MWE)" whereby same will buy back all procured renewable energy from the MSW to Energy complex for the term of the Concessions (and renewal option).

BioCrude, subject to its contractual engagement with the Government of the Autonomous Island of Grande Comore for the implementation of a MSW to Energy complex in Moroni, Grande Comore, through the financing provisions of the MSW to Energy project, will earn the EPC management/general contracting fee of approximately 20% of the capital cost of the MSW to Energy project (prorated over the duration of the construction period), i.e., commencing within 6 to 8 months from these presences. BioCrude, is looking at approximately 24 to 26 months (development time frame for the realization of MSW to Energy complex) before it can start generating revenues from the operation of the MSW to Energy complex (tipping fees, resale of renewable energy, resale of compost and carbon credits) servicing the waste management needs of the Government of the Autonomous Island of Grande Comore, as per the provisions and stipulations of the contractual engagements with same (with implied sovereign guarantees), for a minimum guaranteed term of 30 years.

BioCrude is evaluating its options for funding (capital markets, financial institutions, contracting companies, pension funds, etc.…amongst other financially engineered hybrid scenarios thereof) and has already opened up dialogue regarding same. It is anticipated that within an estimated time frame of six to eight months, BioCrude can anticipate a term sheet for prospective funding of the MSW to Energy project, ergo BioCrude will be able to commence works for ground breaking and start receiving its EPC management fee as its first projected revenue stream on a prorate schedule subject to a disbursement schedule in accordance to the terms and stipulations of the expected offer of funding.

VIII. Material Agreements

We have filed our Material Agreements (the Deed of Assignment pursuant to a Public-Private Partnership (PPP), the Power Purchase Agreement (PPA), and MSW, Land and Supply of Treated Effluent Concession Agreements), by and between the Governmental Authorities of the Grande Comore and BioCrude, in the S1 registration statement as Exhibits 10.11, 10.12 and 10.13, respectively. They are summarized as follows:

January 2016 – **Concluded Engagements**: signed Deed of Assignment pursuant to a Public-Private Partnership (PPP), MSW, Land and Supply of Treated Effluent Concession Agreements and a Power Purchase Agreement (PPA), by and between the Government of the Autonomous Island of Grande Comore and BioCrude Technologies USA, Inc., for the implementation of the first Waste to Energy complex in the municipality of Moroni, which are as follows:

- **Deed of Assignment pursuant to a Public-Private Partnership (PPP):** exclusively assigning the rights of waste management treatment to BioCrude via the inter-related specific concession vehicles, all defining protocol and mode of engagement as well as rights, interests and obligations of each engaging entity for the term of engagement (30 years) with an option of renewal for an additional term (30 years). Contract was signed January 11, 2016 and amended on December 9, 2016.

- **MSW Concession*** for the guaranteed delivery of MSW to the Complex with an implied base tipping fee per tonne of MSW ("**Put or Pay**" for the minimum MSW guarantee of 700 TPD) with annual escalations for the term (30 years) of the project with an option of renewal for an additional term (30 years) and Sovereign Guarantees from the Minister of

Finance endorsing same. Contract was signed January 11, 2016 and amended on December 9, 2016.

- **Land Lease Concession** for the delivery of the required amount of land for project term (30 years), at an annual symbolic lease rate of $1/amount of land delivered/annum, with an option of renewal for an additional term (30 years). Contract was signed January 11, 2016 and amended on December 9, 2016.

- **Supply of Treated Effluent Concession** whereby the governmental authorities will supply the necessary treated water in order to fulfill the operational requirements of the MSW to Energy complex at a negligible symbolic annual rate for the term of the project with an option of renewal for an additional term (30 years). Contract was signed January 11, 2016 and amended on December 9, 2016.

- **Power Purchase Agreement (PPA)*** [resale of procured electricity to the Power Corporation of the country in question], whereby the Power Corporation of a certain country will buy back the electricity produced by the MSW to Energy Complex at a base rate per kW-hr ("**Take or Pay**" for all of the renewable energy procured less the self-consumption needs of the MSW-Energy complex), with annual escalations for the term (30 years) of the project with an option of renewal for an additional term (30 years) and Sovereign Guarantees from the Minister of Finance endorsing same. Contract was signed January 11, 2016 and amended on December 9, 2016.

Nota Bene: The following contractual attributes are intrinsic to the aforesaid contractual (Concessions) agreements:

- Contracts are backed by Government Sovereign Guarantees
- Exclusivity for country
- Law and Jurisdiction of Dispute Arbitration (Canada)
- Law of Contract execution immunized against change of law with Grandfather clause
- Government Issuance of (USD 20 Million) Treasury Bond, covers any interim financial defaults – replenished quarterly
- Government Payments are in US dollars (foreign exchange rate risk eliminated)
- Zero Income taxes, VAT's and no levies & duties of imported materials, equipment, rolling stock, etc.… for duration of contract (30 years)
- Assignment of Contracts/Change of Control clauses benefiting BioCrude (to its discretion)

On April 4th, 2017, China Machinery Industry Construction Group Inc.'s (SINOCONST) Senior Vice President and CFO, Ms. Zhang Ai Li, and BioCrude Technologies, Inc.'s Chairman and CEO, Mr. John Moukas, have signed a strategic Partnership (JV) Agreement which embodies the understood exclusive engagement by and between the participants of the JV Consortium (SINOCONST and BioCrude) for any present and future Waste to Energy Project(s) acquired by any party worldwide.

SINOCONST will be responsible for the EPC works (for the development of the Project(s) [Design and Build]) as well as securing the financing for the Project(s), while BioCrude will be the operator (Operation and management). Both SINOCONST and BioCrude will engage with SPV's/SPE's, with Contract (Project) Agreements and Operation and management Agreements.

As a caveat for securitizing payment of the contract price for Engineering, Procurement and Construction ("EPC") works, via the financing mechanism established by SINOCONST, JV Consortium will set up "Special Purpose Vehicle's/Entity's" ("SPV/SPE") for each and every acquired Project. The JV Consortium's mission and ethos for creating an SPV/SPE of each well-defined Project is to enable direct securitization of financially engineered loans (and other receivables) against direct assets. SINOCONST's association (equity participation) into every SPV/SPE will be provisional, in a sense where same will have a certain stake in the shareholdings (Common Stock) of the

SPV/SPE (as defined in the Capital Structure of the SPV/SPE, as referenced below and in the Memorandum and Articles of Association of same, refer to Annex I), until such time that the loans vested for the development (Design, Building of Project by SINOCONST) of the Project are fully paid back by the JV Consortium from the proceeds of the receivables (for services rendered to client by the Project (SPV/SPE)), and all shares of Common Stock held by SINOCONST are transferred (sold to BioCrude for Project loan(s) repayment, only) to BioCrude as full and final settlement for the loan (that paid for the contract price of said development to SINOCONST). As part and parcel to the securitization of the loans in the SPV/SPE, BioCrude shall assign and/or subrogate its rights to its assets of that distinct Project (Concessions and Power Purchase Agreements, Sovereign Guarantees, Revenues of Operation, etc.…) to the SPV/SPE ("JV Consortium"), and same shall be subject to Charges (Mortgage, privilege, etc..) for financing (funding), only.

In April 4, 2017, SINOCONST and BioCrude have commissioned the services of B & W INT'L SECRETARY LIMITED (Honk Kong, China) [law firm] to establish an SPV/SPE, "**BioCrude Technologies, (Hong Kong) Limited**" [JV Corporation], as the development vehicle for the MSW to Energy project for the Autonomous Island of the Grande Comore, Union of the Comoros (we have filed in the 10-Q (as of June 30, 2017), as Exhibit 10.1, the "**Articles of Incorporation**" of BioCrude Technologies, (Hong Kong) Limited). The "SPV/SPE" possesses the following characteristics:

1. **Memorandum and Articles of Association**: "The Companies Ordinance (Cap. 622) [Hong Kong, China]" for "Private Company Limited by Shares" is utilized as the base Memorandum and Articles of Association and enhanced / modified as per the terms, conditions and stipulations of the JV Agreement by and between SINOCONST and BioCrude (we have filed in the 10-Q (as of June 30, 2017), as Exhibit 10.2, the "**Memorandum and Articles of Association**").

2. **Organization and Capital Structure**: as per the stipulations of the Memorandum and Articles of Association, and modified to reflect the following, as well:

   BioCrude will account for seventy per cent (70.0%) of the total issued and outstanding shares of Common Stock at an issue price of 1 HKD per share for an aggregate issue price of 700 HKD, and at Closing Date;

   SINOCONST will account for thirty per cent (30.0%) of the total issued and outstanding shares of Common Stock, at an issue price of 1 HKD per share for an aggregate issue price of 300 HKD, and at Closing Date and issued only once financing (funding) for the Project has been put in place, and will be holder of same until such time that financing (funding) has been paid back, in full, whereby all shares of Common Stock will have been transferred to BioCrude, as full and final settlement for loan repayment and shares of Common Stock acquisition.

   Nota Bene: The financing (funding) secured by SINOCONST for the Project and accepted by the JV Consortium will bare an amortization of approximately five (5) years, with a negotiated mechanism for the repayment schedule of principal and interest. Every year end (from the beginning of operations of the Project, i.e., after project completion in accordance to the terms, conditions and stipulations of SINOCONST's engagement (Contract (Project) Agreement) with SPV/SPE), relative to the amount of capital paid down from the original outstanding loan on that year, a pro rata amount of shares of Common Stock will be given (transferred) back to BioCrude in that year, until the full repayment of the loan, whereby the balance of the shares of Common Stock outstanding as shareholdings of SINOCONST are transferred back to BioCrude, and BioCrude is one hundred per cent (100.0%) shareholder of all of the issued and outstanding shares of Common Stock.

3. **Management (Board of Directors, Officers)**: as per the stipulations of the Articles of Association, modified to reflect the terms, provisions and stipulations of the JV Agreement by and between BioCrude and SINOCONST.

On April 4th, 2017, SINOCONST's General Manager of the Group Business Development Department, Mr. Zhou Tao, and BioCrude Technologies (Comoros), LTD. [Hong Kong SPV established by SINOCONST and BioCrude as a JV Partnership], Chairman and CEO, Mr. John Moukas, have signed a Construction (EPC) Contract Agreement which embodies SPV's engagement of SINONST to Design, Construct, and Finance BioCrude's Municipal Solid Waste (MSW) to Energy Complex in the municipality of Moroni, Autonomous Island of the Grande Comore, Union of the Comoros, to treat MSW and procure renewable energy and other marketable by-products (organic fertilizer, ash, primary feedstock for building materials, etc.…) within the conforms of BioCrude's acquired Concession and Power Purchase Agreements, as well as BioCrude's Deed of Assignment pursuant to a Public-Private Partnership with the Governmental Authorities of the Autonomous Island of Grande Comore, Union of the Comoros.

On July 27, 2017, the Governmental Authorities of the Autonomous Island of the Grande Comore have issued to BioCrude a "**Treasury Bond**", with supporting literature (indenture, resolutions, etc.…; we have filed in the 10-Q (as of June 30, 2017), as Exhibit 10.3, the "Treasury Bond" and supporting literature) baring a face value of twenty million United States Dollars (20,000,000 USD), in lieu of a "Revolving Letter of Credit (RLC)", replenished quarterly (for the duration of the term of the contractual engagements), as per the provisions and stipulations of the contractual engagements (Concessions and Power Purchase Agreements). This Treasury Bond serves as a default payment mechanism guarantee, in the event of nonpayment of the Governmental Authorities of the Autonomous Island of the Grande Comore's financial contractual obligations (tipping fees and/or fees due for the purchase of the renewable energy), which same can immediately, after default, be executed upon by BioCrude, to remedy default.

On September 1, 2017, BioCrude, in joint with SINOCONST ("JV Consortium"), have had a work session (in Beijing, China) with China Export and Credit Insurance Corporation ("SINOSURE"), to clarify particulars regarding BioCrude's Municipal Solid Waste (MSW) to Energy Complex ("Project") in the municipality of Moroni, Autonomous Island of the Grande Comore, Union of the Comoros, more particularly, the Concessions and Power Purchase Agreements and the Deed of Assignment pursuant to a Public – Private Partnership. Thereafter, BioCrude and SINOCONST, on behalf of BioCrude Technologies, (Hong Kong) Ltd ("SPV/SPE"), have submitted an application to SINOSURE requesting loan insurance for the Project. As part and parcel to the loan insurance application, an independent third-party feasibility study for the Project was requested. The JV Consortium has taken the initiative to solicit same for the execution of the required works.

On September 5, 2017, JV Consortium, on behalf of SPV/SPE, had a work session (in Beijing, China) with the Industrial and Commercial Bank of China Limited ("ICBC"), and shortly therewith, submitted to same, an application for funding for BioCrude's Project.

On October 5, 2017, BioCrude received from ICBC, the indicative terms and conditions ("term sheet") for the Project funding.

IX. Financial Summary - Use of Proceeds

With respect to up to 8,750,000 shares of common stock to be sold by the Company, unless we provide otherwise in a supplement to this prospectus, we intend to use the net proceeds from the sale of our securities for general corporate purposes, which may include one or more of the following:

- Working Capital;
- Set up (Fixed Asset purchases) and marketing/lobbying activities to locate and define/establish new prospects for Concession engagements;
- Capital expenditures for prospect Concession(s) acquisition and execution thereof, and/or
- Investments in subsidiaries and/or joint ventures.

It is anticipated that the proceeds from this offering will fund the Company's operations for approximately 24 months while executing projected acquired Concession engagements.

Our management will have broad discretion in the allocation of the net proceeds of any offering; however, the following table outlines management's current anticipated use of proceeds given that the offering is being completed on a best-efforts basis and may not result in the Company receiving the entire offering amount. In the event that 100% of the funds are not raised, management has outlined how they perceive the funds will be allocated, at various funding levels. The offering scenarios are presented for illustrative purposes only and the actual amount of proceeds, if any, may differ. We estimated $56,000 of offering expenses for this prospectus and it is included under General Operating Expenses. The table is set out in the perceived order of priority of such purposes, provided however; management may reallocate such proceeds among purposes as the situation dictates. Pending such uses, we intend to place such funds in an FDIC insured bank account.

USE OF PROCEEDS

% of Shares Sold **# of Shares Sold**	**25%** **2,187,500**	**50%** **4,375,000**	**75%** **6,562,500**	**100%** **8,750,000**
Gross Proceeds	$ 8,750,000	$17,500,000	$26,250,000	$35,000,000
Less: Offering Expenses*	875,000	1,750,000	2,625,000	3,500,000
Net Proceeds to the Company* **	**$ 7,875,000**	**$15,750,000**	**$23,625,000**	**$31,500,000**
Use of Proceeds:				
Investment in Subsidiaries and/or Joint Ventures	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000
Fixed Asset Purchases	1,950,000	1,950,000	1,950,000	1,950,000
Operational Activities**	3,825,000	11,700,000	19,575,000	27,450,000
Total Use of Proceeds	**$ 7,875,000**	**$15,750,000**	**$23,625,000**	**$31,500,000**

Notes:

The following table summarizes the Company's projected Subsidiary and Joint Venture investments under each of the use of proceeds scenarios detailed above:

** Offering Expenses include various expenses including underwriting, legal and accounting fees.*
*** The Company's projected proceeds will be appropriated to the following:*

A) the development of the Company with regards to infrastructure (construction, fixed assets and equipment procurement), human resource staffing and working capital.
B) the infusion of capital required to realize every projected subsidiary (within the Company's business plan) as a self-standing entity (develop (EPC), operation (staffing inclusive)), same being 100% owned and controlled by the Company; the balance of the funding required for each subsidiary will be via long term debt mechanisms. The first Complex (BioCrude Comoros) will be that contracted for by the Governmental Authorities of the Autonomous Island of Grande Comore, Union of the Comoros, as a part of our agreement, dated January 11, 2016.

**** The amount of capital raised will determine the amount of projected acquired Concession engagements that can be executed and/or realized.*

Nota Bene: *The basis upon which the Company operates is to treat each complex within a country as a standalone entity, the Company being either a 100% owner of the subsidiary or a 50% owner, in a joint venture with the local government entity being the other 50% owner (the joint venture partner will be responsible for its prorated share of equity infusion as well as apply in joint with the Company for the debt funding for the complex). BioCrude will be responsible for the management of the complex as well as the Engineering, Procurement (materials and*

equipment) and Construction ("EPC") details of each complex, and remunerated according to the stipulations of the proposed Joint Venture Engagement.

The primary use of the proceeds from the offering is for investments in subsidiaries and joint ventures. The balance of the funds required to finance the development and construction of a Complex are planned to originate from financial institutions, mostly from within a country. This financing will be secured by the developed complex and the subrogation of rights to the contracts with regards to the Governmental Sovereign Guarantees offered by the same for the de facto execution of all of the Governments obligations, with payment stipulations for services to be received inclusive, amongst other contractual stipulations. The company entity will make a forecasted equity investment equal to 10% of the capital expenditures attributed to each Complex, whereby relying on 90% debt funding.

In certain circumstances, the Company will enter into a joint venture agreement with the local government (on a 50% ownership basis for each party), as part of being in compliance to certain government's regulations insistent on a Public-Private partnership ("PPP") for certain industries or as a financial inducement with regards to their costs for waste management, whereby their profits from equity participation of the operation of the Waste to Energy complex can be viewed as reducing their actual costs from their present practices by same, in a benign, environmentally friendly manner, without deferred future costs of remedy procured from existing practices (over exhausted landfills, contaminated soils and water tables, etc.…), as well as obtaining the required Sovereign Guaranties. In exchange for the reduced participation in the profits for the complex, the Company charges a licensing fee, payable within 3 months of signing of the contracts.

Additional revenue at the corporate level is derived by charging the complex for the design of the Complex, procurement and installation of the requisite equipment, and physical construction of the Complex ("EPC"). Capital asset purchases at the corporate level are expected to be $1,950,000 in the first year, comprised of office furniture, computer hardware and software, and leasehold improvements.

We intend to utilize our working capital principally to increase our operational and service staff, to enhance our website, and for public relations via direct Marketing. We believe that the net proceeds of this Offering will be sufficient to meet our anticipated needs for at least the next 24 months. Thereafter, we may need to raise additional funds in order to execute our plan of operation.

X. Risk Management (Mitigation)

Contractual Obligation Risk: Eliminated, less force majeure: The contractual obligations of the client (government) are backed and guaranteed by government (Sovereign Guarantees).

Change of Law Risk: **Eliminated**: Prescribed contract (Grandfathered). Law at signature prevails for duration of term and renewal option, with law of Contractual Arbitration to be governed by Canadian Law.

Currency Exchange Risk: Eliminated: The obligation payments are in US dollars. The currency exchange risk is supported by the government (passed to government).

Fuel (MSW) Supply Risk: Eliminated: Long term MSW supply concession contract whereby government guaranties the supply of a risk minimum amount of feedstock ("**Put or Pay**") for the duration of the term of the contract and renewal option.

Tipping Fee Price Risk: Eliminated: Long term MSW supply concession contract with implied "Tipping Fee Rates" and predictable yearly price indexation for the duration of the term of the contract and renewal option.

Power Purchase Price Risk: Eliminated: Long term Power Purchase Agreement (PPA) with predictable "Power Resale Rates" and predictable yearly price indexation for the duration of the term of the contract and renewal option.

Risk Matrix

RISK MATRIX		
Risk Factor	**Allocated**	**Proposed Mitigation Mechanism**
Pre-Construction		
Finalization of key contracts	Project Developer	Finalization of all key contracts (Concession Agreements) subject to the stipulations and satisfaction of all key lenders.
Land availability	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements
Supply of Treated Effluent	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements
MSW availability	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements
Approvals, permits and Clearances	Project Developer & Governmental Authorities	All the requisite approvals, permits and clearances for the project (Statutory and Non-Statutory) should be obtained by the Project Developer by the appropriate regulating Governmental Authorities. The Governmental Authorities (subject to approval requirements and Project Developer's capacity to provide same, as per contractual stipulations) shall assure issuance. Obtaining all approvals, permits and clearances are a prerequisite for financial closure.
Financing Risk		
Equity	Project Developer	The Project Developer has to identify the sources of equity.
Term Loan	Project Developer	The Project Developer has to approach banks and financial institutions for tying up its debt requirement.
Viability Gap Funding (VGF) & Subsidies	Project Developer	VGF& Subsidies from distinct divisions of Government are sometimes available in certain instances. In such circumstances, applications for same shall be submitted, in order to improve the viability of the project. However, under the present scenario, it may not be required.
Interest Rate	Project Developer	The interest rate has to be borne by the Project Developer and suitable conditions in this regard have to be established.
Construction Risk		
Inflation	Project Developer	Fixed price, fixed time turnkey contract has to be executed with the EPC contractor for each component of project procurement.
Completion	Project Developer	Liquidated damages for delay in task/project completion on account of default of the EPC contractor has to be provided in the EPC contract for each component of project procurement.
Plant performance	Project Developer	Provisions for suitable liquidated damages for non-performance have to be provided in the EPC contract for each component of project procurement.
Delay in connection to grid	Project Developer	To be taken care of in the Power Purchase Agreement (PPA).

Operational risks		
Reduced plant performance	Project Developer	Project Developer's seasoned experience in O&M assures performance standards to be maintained, which includes the production of RDF, Biogas and minimum PLF of the plant and Heat Rate
Environmental requirements	Project Developer	The EPC Contract shall provide for suitable guarantees to conform to emission norms as per government guidelines. The O&M contractor (Project Developer) would address the risk during the operational phase.
Strikes	Project Developer	Low risk by virtue of Project Developer's diligent human resource management and employee incentive programs.
Off take Risk		
Price Risk	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements and Power Purchase Agreement (PPA).
Payment Risk	Project Developer	Suitable payment mechanism is to be ensured in the MSW, Land Lease and Supply of Treated Effluent Agreements and Power Purchase Agreement (PPA).
Political Risks		
Change in law	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements and Power Purchase Agreement (PPA).
Force Majeure	Project Developer	To be taken care of in the MSW, Land Lease and Supply of Treated Effluent Agreements and Power Purchase Agreement (PPA).

XI. SWOT Analysis of BioCrude Technologies USA, Inc. with USP (Unique Selling Proposition), Competition, STP (Segmentation, Targeting, Positioning) - Marketing Analysis

BioCrude Technologies USA, Inc.	
Parent Company	**BioCrude Technologies USA, Inc.**
Category	Waste Management
Sector	Management services
Tagline/ Slogan	Zero landfill policy
USP	Our mission is to help save the world!
STP	
Segment	Commercial, industrial, municipal
Target Group	Commercial, industrial, municipal
Positioning	Optimized marketable resource/by-product value procured via a Clean Design Mechanism for waste management, whilst minimizing and/or eliminating negative environmental impacts, for not only sustainable development, but for the mutual economic benefit of all implicated parties.
SWOT Analysis	
Strengths	1. Canadian/American Comprehensive waste management company, specializing in waste to energy. 2. Reduction, and eventually, the elimination of landfilling ("Zero Landfill Policy"), as opposed to over exhausting (substituting proposed landfill sites with other forms of development (commercial, industrial, residential, agricultural, and community developments, amongst others – real estate value)). 3. Reduction of Greenhouse Gases, and environmental pollutants with reference to ground and surface water contamination (percolation of contaminated leachate) alongside with the elimination of odours; BioCrude's Integrated Waste to Energy complex is in conformity to a "Clean Design Mechanism" as established by the UNFCCC for the reduction of greenhouse gases, ergo, qualifier for carbon credits (CER's). 4. Further enhanced separation process for MSW, which could prelude to a more optimal recycling program. 5. Procurement of Renewable Energy and Marketable by-products (fertilizer) from the exploitation of the calorific value of the waste.

	6. All acquired waste management concessions under BOOT are backed by Governmental "Sovereign Guarantees" which facilitates institutional funding for project realization. 7. Capital Investment and operational costs low in comparison to other technologies and/or waste management practices utilizing a certain base level of proper and accepted waste treatment.
Weaknesses	1. Changeover from existing waste management practices to newly developed ones are a challenge, as well as trying to lobby governmental administrations for same, especially if there is more than one division of government implicated in the decision-making process (bureaucracy is a nightmare). 2. Little marketing about new energy production and recycling techniques.
Opportunities	1. With increasing concern for the environment, governmental organizations worldwide are establishing proper waste management ordinance with zero landfill policy and greenhouse gas emissions reduction (climate change regulations), i.e. EU Landfill Diversion Directive and Paris Accord. 2. Governmental ordinance/regulations on recycling targets. 3. Economic drivers to developing the waste and renewable energy sector have included: waste disposal and landfill gate fees/landfill tax; penalties/avoidance schemes (e.g. landfill allowance schemes and fines, carbon trading) and energy prices.
Threats	1. New companies emerging in the recycling and green energy sector 2. Different laws in different countries makes it difficult to enter global markets. 3. Various governmental political platform policies as well as numerous government regulations and cumbersome bureaucracy make it difficult for the acquisition of waste management concessions.
Competition	
Competitors	AE&E Group GmbH, Axpo Kompogas AG, Babcock & Wilcox Volund A/S, Bedminster International Ltd., BiogenGreenfinch, BTA International GmbH, Community Power Corporation, CNIM, Covanta Holding Corporation, EcoCorp Inc., Keppel Integrated Engineering Ltd., North American Power Group Ltd., Organic Waste Systems NV, STRABAG Umweltanlagen GmbH, Veolia Environmental Services, Waste Management Inc., and Wheelabrator Technologies Inc.