

THIS AGREEMENT is made and entered into between **Arrow General Supplies Company** having its principal office located at Kabul, Afghanistan (hereinafter referred to as "Prime") and **3D Global Solutions, Inc.** having its principal office located at 1185 Avenue of the Americas, suite 1750 New York, NY 10036 (hereinafter referred to as "Sub").

ARTICLE 1- PERFORMANCE

1.1 Prime and Sub shall work together to submit a competitive proposal for the following solicitation anticipated to be released during July, 2010:

The Defense Energy Support Center (DESC) has a requirement for Turbine Fuel Aviation (JP8) (NSN: 9130-01-031-5816) to be delivered, FOB Destination, to Forward Operating Bases (FOBs) Marmel, Kunduz, Maimana and Spann in Regional Command-North (RC-North), Afghanistan.

1.2 Sub shall work with and at the direction of Prime. In return for compensation paid by Prime to Sub in the amount of "twenty thousand dollars" (\$20,000) per 30 calendar day period beginning with the date of ratification of this Agreement until attendance at Post Award Transition brief by Prime and Sub. Prime agrees to pay a pro rata share of any period covered less than a full 30 calendar day period. Sub will provide payment information to Prime within five days of ratification of this Agreement. Prime agrees to make payment within 15 calendars of each period owed.

1.3 In response to the above listed solicitation Sub shall:

- 1) Coordinate with the DESC Afghanistan KO and Small Business liaison in order to present the Prime brand and Prime's interest in being a responsible Offerer to the requirement. Grow Prime/Sub current good relationship with key personnel inside of DESC.
- 2) Begin gathering more detailed intelligence about the delivery requirements (FOB Procedures) and anticipated quantities for the forward Operating Bases (FOBs) Marmel, Kunduz, Maimana and Spann in Regional Command-North (RC-North), Afghanistan in order to provide Prime critical information needed for strategic planning (e.g., secure supply commitment letters from strategic partners, key placement of fuel storage facilities and advanced coordination of all other mission critical logistical assets required to meet the solicitation requirements).
- 3) Acquire as much of the OSP (Offerer Submission Package) information prior to release of the solicitation to start building the technical proposal.
- 4) Conduct analysis of final solicitation released during July, 2010 to immediately identify any changes to previously released information and respond accordingly in order to stay compliant with the solicitation.

- 5) Complete Technical Proposal minimum 1 week prior to submission deadline in order to give our Small Business liaison a minimum 3 days to review our proposal and provide recommendations /corrections.
- 6) Submit Final Technical Proposal to DESC and standby to be responsive to any clarifications the proposal review board may have to include any additional notifications received from DESC throughout the proposal review process. This will include for example published questions and answers posed by other Offerers, requested additional information from Offerers, and Supply additional/new information about the requirement.
- 7) ***Provide Acquisition Planning:*** These services include development and refinement of capabilities, analysis of alternatives, risk analysis, budgeting and forecasting, and competitive analysis. These services are required to ensure all preparatory actions needed to offer commercial services to the Government are understood and coordinated. Government acquisition and contracting laws, regulations, and policies is complex and requires a formal working knowledge of this domain. Additionally, it is imperative to understand the Congressional appropriations and budgeting cycle to effectively integrate into Federal spending and planning programs.
- 8) ***Provide Market Research:*** These services are designed to conduct thorough SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis and provide feedback on market competitiveness. Focus during this period includes actions to refine scope of services and target those Federal and State agencies that may have a current or planned need or requirement. This would include forecasting future DESC requirements in advance of published solicitations to allow more time to line up potential partners and make advance preparations for a superior proposal. Market research is data intense and requires due diligence to effectively identify strengths, weaknesses, and potential opportunities in this complex environment.
- 9) ***Provide Contract Office Liaison:*** Many times contracts require developing and maintaining business relationships with the contracting offices and officers within. This may include personal visits to the offices in forward areas. Our liaison officer is comfortable and capable in this environment and will interface with DESC and the Contracting Officer in Afghanistan. Sub's contracting officer already has an established and solid working relationship with key players within DESC. This can sometimes make the difference in winning an award.
- 10) ***Provide Program Management Assistance:*** These services are offered by Sub to provide assistance to Prime with planning activities, coordinate actions, deliverables, and identify issues. Our approach uses an Integrated Planning and

Process Team, which fully integrates the operational and financial objectives of Prime.

- 11) ***Provide Solicitation Management:*** These services take the approved course of action developed during acquisition planning, and match up Prime capabilities to Federal agency requirements. This phase also looks at risk mitigation in determining the type of solicitation to pursue, i.e., fixed price contract to more complex cost type contracts, and makes recommendations to ensure the right resources are available to successfully pursue these opportunities. This requirement is relevant to the solicitation which forms the basis of this Agreement.
- 12) ***Write Contract Proposal:*** These services coordinate and structure the process required to bid, submit and win Federal contracts. This process is regimented and is closely articulated and managed to ensure all team members are focused on meeting the intent of the Government's need. These services collectively coordinate and develop technical, pricing, past performance, and general management input for the proposal submission.
- 13) **Sub acknowledges all proposals and budgeting has to be finalized and approved by Prime.**
- 14) ***Establish Program Task Management Tracker:*** Sub will create a Program Task Management Tracker on its company SharePoint website. Prime will have full access to the Program Task Management Tracker to view, make comments and update information as may be required. Prime shall have the right to direct Sub to remove this "tracker" from its website should it determine the information contained in this tracker does not comport with Prime's desired level of public disclosure. It is the understanding of the parties that this will be a closed controlled access program and no proprietary information will be visible to public sources. Sub will ensure proper website security is in place to include virus protection and encryption that is HIPPA level security compliant.
- 15) Granting access and training to Prime on DESC accounting compliance programs leading up and including the award period in anticipation of audit requirements.
- 16) Submission of a weekly activity report describing all task accomplishments to Prime.

ARTICLE 2 - AWARD OF CONTRACT

2.1 In the event that a valid contract is awarded as a result of the parties submitting a successful proposal for the above listed solicitation Prime agrees to pay Sub Three Percent (3%) of Prime net profit as determined by Prime for the duration of the award. The parties agree that any work

to be performed upon the award of said contract will be determined by separate Agreement. The scope of work may include accounting responsibilities and program management.

2.2 The parties shall exert good faith efforts to negotiate an award period contract within a reasonable period of time, not to exceed forty-five (45) days after award of the contract.

2.3 Net Profit for purposes of determining Sub's commission is defined generally as the following:

For purposes hereof, "net profit" shall mean all income actually received by the Company with respect to its Fuels Business Division, minus all costs of the Company associated with its Fuels Business Division, including, without limitation, (i) payments made to other Independent Contractors the Company employs, costs incurred by the Company in connection with the training, transportation, redeployment, and replacement of such persons, (ii) costs incurred by the Company prior to engagement of such persons but otherwise attributable to the Company's Fuels Business Division, including travel expenses, lodging, communication and incidental expenses incurred by Company personnel or consultants, (iii) payments made to all consultants (other than the Consultant) and other third parties engaged by the Company in connection with the Company's Fuels Business Division, and (iv) the Company's costs and overhead to the extent directly attributable to the Company's Fuels Business Division and a portion of the Company's costs and overhead equal to the percentage of the Company's aggregate business represented by the Company's Fuels Business Division. This definition is not intended to be all inclusive or exhaustive.

This calculation will be generated by Prime on a monthly basis and will be subject to audit by Sub. Sub shall assume any costs associated with an audit to include time and effort expended by Prime to produced required information.

ARTICLE 3 -INTERFACE WITH THE CUSTOMER (DESC) PRE-SOLICITATION

3.1 The Sub shall be the primary contact with the Customer concerning the Solicitation. If it becomes desirable for the Sub to contact the Customer concerning the Solicitation, such contact must be coordinated between the parties prior to contact being made. Nothing herein is intended to affect the rights of the Customer to negotiate directly with either party on any basis the Customer may desire. Sub shall advise Prime of any direct contacts by the Customer regarding the Solicitation. All electronic communications will be inclusive of all designated parties to ensure the highest level of transparency, currency, and responsiveness regarding developments and modifications. For this purpose Prime will establish an e-mail account for Sub to communicate with the Customer. While it is contemplated that Sub will serve as the primary contact point with the Customer, Prime may at its discretion engage Customer.

3.2 The Sub shall, as reasonably requested, assure the availability of management and technical personnel to assist the Prime in discussions and negotiations with the Customer.

3.3 If the Prime should be requested or is presented the opportunity to make presentations, whether orally or by written communications to the Customer concerning the Sub's area of work on the Solicitation, the Sub shall support such presentations as reasonably requested by the Prime.

ARTICLE 4 - PUBLICITY AND NEWS RELEASES

Any news releases, public announcements, advertisements, or publicity released by the Sub concerning the Solicitation, this Agreement, any proposals, or resulting contracts or subcontracts to be carried out hereunder, must be approved by the Prime prior to release, which approval shall not be unreasonably withheld. Any such publicity shall give due credit to the contributions of each party. This Agreement and the terms thereof may be made known to the Customer without prior approval.

ARTICLE 5 – PROPRIETARY INFORMATION

Non-Disclosure Agreement is Exhibit A of this document.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.1 For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter "Intellectual Property"). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Intellectual Property of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this Agreement, including but not limited to, inventions described and claimed in applications for U.S. Letters Patent filed prior to the date of this Agreement, except as expressly provided herein or in any resulting subcontract between the parties.

6.2 Each party hereto, insofar as it is free to do so without obligation to others, hereby authorizes the other party to use its Intellectual Property solely as necessary for the performance of each party's respective obligations under this Agreement. Similarly, and only to the extent that a party is free to do so without obligation to others, any subcontract between the parties resulting from this Agreement shall contain appropriate royalty-free cross licenses between the parties so as to enable each such party to use Intellectual Property of the other party to perform its obligations under said subcontract and the associated prime contract with the Government.

6.3 Subject to any rights of the Government, each party shall retain title to any Intellectual Property if developed, authored, conceived or reduced to practice independently and solely by that party during the performance of this Agreement without the other party's Intellectual Property. In such event, no license, express or implied, shall inure to the benefit of the other

participating party to prepare copies and derivative works of such copyrighted works or to make, use, sell and export/import products or processes incorporating such Intellectual Property, except as expressly provided herein or in any resulting subcontract between the parties.

6.4 In the event Intellectual Property is developed by one party during the performance of this Agreement, which invention or copyrighted work necessarily derives from and incorporates Intellectual Property disclosed by the other party, such invention and/or copyrighted works shall be and remain the property of the inventing party; provided, however, that the inventing party shall and does hereby grant to the other party hereto a nonexclusive, worldwide, royalty-free, irrevocable right and license to make copies and derivative works of such Intellectual Property, and to make, have made, use, sell and have sold for any purpose such invention, products or processes incorporating such Intellectual Property.

6.5 In the event Intellectual Property is developed jointly by the parties during the performance of this Agreement, unless expressly provided otherwise in any subsequent subcontract between the parties resulting from this Agreement, such Intellectual Property shall be owned jointly by the parties unless one of the parties elects not to participate in such joint ownership. Neither party shall take action with respect thereto which will adversely affect the rights of the other party without the prior written consent thereof. As to all such jointly owned Intellectual Property, each owning party shall be free to use, practice and license non-exclusively such jointly owned Intellectual Property, without in any way accounting to the other owning party, except that each owning party agrees to use reasonable efforts to maintain such jointly owned Intellectual Property as confidential and proprietary in the same manner it treats its own Intellectual Property of a similar character. Procedures for seeking and maintaining protection such as patents or copyrights for jointly owned Intellectual Property shall be mutually agreed in good faith by the owning parties. Any party which does not bear its proportionate share of expenses in securing and maintaining patent protection on jointly owned Intellectual Property in any particular country or countries shall surrender its joint ownership under any resulting patents in such country or countries.

ARTICLE 7 –TERMINATION

7.1 This Agreement shall terminate upon the first to occur of the following:

- a. Official announcement by the Customer that the Solicitation has been canceled or an award will not be made for the Solicitation;
- b. Award of a prime contract to a contractor(s) other than Prime; however, this Agreement will remain in place until all protests, if any are resolved. Fees owed to the Sub for any protest period will be the subject of a separate Agreement;
- c. Award of the above listed contract to Prime under the Solicitation.
- d. Mutual consent of the parties in writing;

- e. Notification to Sub of the good faith decision by Prime not to submit or to withdraw a proposal under the Solicitation.

7.2 If this Agreement is terminated, either party shall be free to pursue its individual technical approach in association with the successful contractor or a third party for work which is the subject of this Agreement, subject to the provisions that survive termination.

ARTICLE 8 - EXCLUSIVITY

Because the proposal effort will involve business risks and uncertainties and necessarily will require the full cooperation and mutual commitment of the parties and, in accordance with Article 5 above, the exchange of certain proprietary business and technical information, Sub shall work only with Prime on the Solicitation and shall not discuss any aspect of the Solicitation, make proposals to or Agreements with any other person, firm or legal entity (including the Customer) regarding the Solicitation. This Agreement applies to all parties and shall be binding upon any subcontractors or affiliates.

ARTICLE 9 - NOTICES

All notices, certificates, acknowledgments and other reports sent by a party hereunder shall be in writing and shall be deemed properly delivered when duly mailed by certified mail to the other party at its address as follows, or to such other address as either party may, by written notice, designate to the other.

ARTICLE 10 - RELATIONSHIP

This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a prime/subcontractor arrangement, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent expressly authorized herein. While the Prime and Sub shall remain independent contractors the Sub shall act as an agent for the Prime in matters related to the solicitation which is the subject of this Agreement. This Agreement shall relate only to the Solicitation specified herein, and shall not otherwise limit the rights of either party to promote, market, sell, lease, license, or otherwise dispose of its products or services.

ARTICLE 11 – ASSIGNMENT

Neither party may assign or transfer its interest hereunder or delegate its duties without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed provided however, either party may, upon notice to the other Party, assign this Agreement to its successor upon the merger, consolidation, sale or transfer of substantially all of that Party's assets.

ARTICLE 12 - MODIFICATIONS, WAIVERS

This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Prime and the Sub. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.

ARTICLE 13 – SEVERABILITY

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local Government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby. In the event that any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of the Federal, State, or local Government having jurisdiction over this Agreement, the parties agree, to the extent possible, to include a replacement provision, construed to accomplish its originally intended effect, that does not violate such law or regulation.

ARTICLE 14 - LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM A BREACH OF ARTICLES 5 OR 6 (PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY), NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL (INCLUDING MULTIPLE OR PUNITIVE) OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY) OR OTHER THEORY OF LAW.

ARTICLE 15 – TAXES

Each party shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon such party by any taxing authority as a result of the performance of the party's duties and responsibilities hereunder.

ARTICLE 16 – CLASSIFIED INFORMATION

To the extent the obligations of the parties involve access to security information classified U.S. Customer "Confidential" or higher, the provisions of applicable Customer regulations shall apply.

ARTICLE 17 – CHOICE OF LAW AND FORUM

Irrespective of the place of performance, this Agreement will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive, **the laws of the District of Columbia shall apply**, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of District of Columbia and federal courts located in the District of Columbia, and the parties hereby consent to such jurisdiction and venue.

ARTICLE 18 – DISPUTES

The parties shall attempt in good faith to resolve any controversy or claim arising between the parties out of or in connection with the provisions of this Agreement through amicable discussions between appropriate executives of the respective companies who are a party to this Agreement. If such discussions do not result in a resolution of the controversy or claim, either party may file suit in court as specified in Article 17.

ARTICLE 19 - NON-SOLICITATION OF EMPLOYEES

During the period of this Agreement, and for six (6) thereafter, each party agrees not to directly or indirectly solicit or hire technical or professional employees of the other party assigned to work in connection with this Agreement and the Solicitation described herein without the prior written approval of the other party. The parties further agree to include a similar Non-Solicitation provision in any subcontract that results from this Agreement. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity unrelated to the Solicitation.

ARTICLE 20 – COMPLIANCE WITH LAWS AND REGULATIONS

Sub agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to, Executive Order 11246 as amended on Equal Opportunity, the Fair Labor Standards Act, the Walsh-Healy Public Contracts Act, and the Foreign Corrupt Practices Act. Prime assumes no liability for Sub's violation of any American law and Sub will indemnify Prime for any claim resulting from Sub acting as an Agent on behalf of Sub. Similarly, Sub will be indemnified by Prime for any cause of action resulting from the Prime's performance/conduct associated with a successful award which result from Prime's violation of law or regulation.

ARTICLE 21 – INDEMNITY

The employees of the Prime and the Sub shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of classified information. Each party shall indemnify, defend and save harmless one another, from and against all claims or damages for bodily injuries, including death, or damage to

property caused by a wrongful intentional or negligent act or omission of the parties or their employees in connection with this Agreement.


ARTICLE 22 – ENTIRE AGREEMENT

This is the entire Agreement between the parties relative to the Solicitation and the exchange of proprietary information concerning the Solicitation; it supersedes and replaces any and all previous understandings, commitments or Agreements, oral or written, related to the award of a contract under the Solicitation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives effective as of the day and year last below written.

BY: 3D Global Solutions, Inc.

NAME:

M. F. Dodd 

TITLE:

CEO

DATE:

6/16/10

BY: Arrow General Supplies Corporation

NAME:

TITLE:

DATE:
