

Director of Fuel Operations Addendum

This Addendum ("Addendum") amends and is hereby incorporated into the existing agreement known as Solicitation Teaming Agreement ("Agreement"), entered into by and 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") executed on June 16, 2010. The parties mutually agree to modify the Agreement to incorporate the terms of this addendum in support of the Prime's effort to secure a winning bid for solicitation SP0600-10-R-0231 and any additional solicitations that Prime determines to pursue during the contract period.

PURPOSE

The purpose of this Addendum is to secure the employment of a fuel technical expert to evaluate, provide expert guidance and technical support to Prime to ensure the greatest level of compliance and capability platform. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

SCOPE OF WORK

- A. Sub shall employ a Director of Fuel Operations (DOFO) who is eminently qualified to provide technical consultation ensuring Prime structures its assets and capabilities as closely aligned with the requirements of SP0600-10-R-0231 and any future solicitations Prime determines to pursue during this contract period.
- B. The Sub will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as a direct employee of Sub.

BILLET DESCRIPTION

- A. Director of Fuel Operations (DOFO) will be responsible for the establishment and maintenance of a Quality Assurance Program and Fuels Laboratory (QAFL).
- B. The DOFO must be able to plan, coordinate, and supervise the receipt, storage, transfer, and distribution of bulk fuel. Frequently, coordination with other agencies, both inter-service and internationally, are required. Duties range from developing bulk fuel site rear area security plans, to emplacement of a bulk fuel system, to writing the bulk fuel portion of operation orders. Environmental concerns are extremely crucial in any training scenario.
- C. DOFO will supervise and coordinate bulk fuel handling operations. These include: the laying, construction, maintenance, and operation of tactical fuel systems, to include

selecting and establishing distribution points; supervise the use of civilian fuel, local national labor and petroleum facilities under Sub or Prime's control; ensures quality control and maintaining required historical records; may command or assist in commanding a bulk fuel unit. Supervises requisitioning, receipt and allocation of tools, repair parts, and materials. Makes labor and time estimates for repair/maintenance of bulk fuel equipment through the fourth echelon. Keeps the Sub and Prime informed as to the progress of work, status of bulk fuel equipment readiness, training readiness, personnel qualifications, and requirements for changes in procedures as related to fuel equipment.

- D. The DOFO shall have the ability to address all aspects of fuel management to include transportation, quality control, and storage. DOFO's ability to discern, trouble shoot and ensure compliance with the stringent requirements of this fuel are key to the success of any bid. Compliance evaluation will reach from the refinery to the client and all flow points in between. Travel to and work in Afghanistan is a requirement. Travel in and around Afghanistan is also required. Travel outside Afghanistan is also contemplated. DOFO will take direction from Arrow management regarding technical taskings. Sub will provide management supervision of employee.
- E. The designated DOFO is required to have intimate knowledge of MIL STD 3004 and all other quality publication and directives and to ensure that all operations are within accepted guidelines and norms.
- F. DOFO oversee, write, publish, and supervise the implementation of a Quality Control Plan.
- G. DOFO will have the ability to establish a "B level" laboratory for jet fuel testing to include equipment, and prepare lab equipment and personnel for testing of jet fuels.
- H. DOFO will be responsive to DESC-ME QAR or the immediate COGEGO representative on site for all suspected off-specification fuels.
- I. DOFO will work closely with the DESC QAR and DESC representative on all calibration issues.
- J. DOFO will oversee all Q & Q contracts with Inspectorate, SGS, Intertek and Saybolt for services and conduct quality audits at each contracted lab.
- K. DOFO will perform audits to include equipment maintenance and calibrations, lab analysis procedures, facility filtration, tanks and meter documentation, additive injector, truck scales, and personnel training records.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this addendum will be from Aug 1, 2010 and continue for a period of six months. Prime and DOFO shall provide a minimum of two weeks' notice regarding any desired termination of employment for cause.

COMPENSATION/ PAYMENT

- A. Prime shall pay an amount not to exceed twenty-thousand dollars (\$20,000) a month to Sub to secure an DOFO for the performance of all things necessary for or incidental to the performance of work determined by Prime. Prime agrees to advance payment prior to each anticipated pay period of each impending month for Sub to hold in security and disperse only in bi-weekly amounts (1st/15th). Should the DOFO be terminated for cause no further liability will reside with Prime. Sub agrees to indemnify the Prime for any misconduct engaged upon by the DOFO.
- B. Prime shall have final hiring/firing authority for any DOFO.
- C. Prime will provide billeting at a mutually agreed upon compound/hotel location.
- D. Prime will provide to DOFO computer and cellular phone for performance of duties. Any property provided to DOFO by Prime will remain the sole property of Prime and be returned at the time of any termination of employment or replaced in kind.
- E. It is contemplated that if DOFO is to be established in New Pinnacle all meals, IT connections, laundry, and housekeeping will be all-inclusive.
- F. All Transportation for the DOFO to and from job sites will be provided by Prime.
- G. Two separate two week leave periods with pay are authorized during the term of this contract. Leave periods will be approved by Prime and will be taken in consideration of any mission requirements. Any additional periods of leave required will be the subject of negotiations between all parties.
- H. Prime will provide security as required to ensure the safety of DOFO in the performance of his/her duties.

EXPENSES

Sub shall receive reimbursement for pre-approved travel and other pre-approved expenses as authorized in advance by the Prime as reimbursable.

Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Prime also agrees to provide security services as needed while traveling in and around Afghanistan.

To receive reimbursement, DOFO must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

Prime will pay Sub upon receipt of properly completed invoices, which shall be submitted to the Sub manager not more often than monthly. The invoices shall describe and document, to the Prime's satisfaction, the work performed, the progress of the project, and fees.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expense exceeding \$50.00 in order to receive reimbursement.

Payment shall be considered timely if made by the Prime within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Sub.

The Prime may, in its sole discretion, terminate the contract or withhold payments claimed by the Sub for services rendered if the Sub fails to satisfactorily comply with any term or condition of this contract.

The Prime shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

DISALLOWED COSTS: The Sub is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

INSURANCE

The Sub shall be responsible for insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Sub or its agents of either, while performing under the terms of this contract.

It is Sub's responsibility to ensure that DOFO will be informed that no addition rights or liability will reside with Prime due to hazardous duty as may be contemplated by this employment. The Prime is paying a premium wage which accounts for any risks associated with this employment and Sub agrees to indemnify Prime for claims that may arise from injury or death sustained while employed by Prime which result from actions falling outside of Prime's control.

Commercial General Liability Insurance Policy

Sub shall maintain a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Sub is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

