

FBTCO2 ✓  
ABY ✓

**Fuel Purchase Agreement**

**Air BAS Transportation, Inc.**  
P.O.Box 8299  
Sharjah, U.A.E.

DESC-RRF  
Attn: Mr. Tom Blann  
Building 1621-K  
2261 Hughes Ave Suite 128  
Lackland AFB TX 78236-9828

Subject: Authorization to Purchase Department of Defense (DoD) Aviation Fuel Other Than Cash

1. The Defense Energy Support Center (DESC), Ft. Belvoir, VA, provides fuel to U.S. Military facilities. DESC owns all DoD bulk petroleum product from point of purchase until it is used to power aircraft, vehicles and ships. Air BAS Transportation, Inc., (hereinafter "Purchaser") wishes to purchase aviation fuel from DESC at United States (U.S.) Military facilities. Purchaser is required to land at U.S. Military facilities to charter flights.
2. Purchaser requires 4 (four) DD Forms 1896, Jet Fuel Identaplates. Our billing and operating location addresses are:

Billing Address  
Air BAS Transportation, Inc.  
P.O.Box 8299  
Sharjah, U.A.E.

Operating Location Address  
Same

Types of aircraft and tail numbers are: (see note 2)  
AN12 No UN11007  
IL18 Nos. UN75003 and UN75005  
YAK42 No UN42428

3. Purchaser agrees to present the appropriate landing permit number (if requested) when requesting fuel at a U.S. Military facility.
4. Purchaser agrees to provide appropriate tax exemption information, including all pertinent tax exemption certificates, to DESC-RRF in advance of any fuel purchases. Failure to provide a tax exemption certificate(s) will result in the addition of applicable taxes to the fuel price.
5. Purchaser agrees that fuel purchased from DESC will be utilized for official government purposes as defined in note 1 only. Failure to abide by this requirement may result in cancellation of this Purchase Agreement. Purchaser further agrees that fuel it purchases from DESC will not be resold without express authorization from DESC.
6. Purchaser agrees that when it purchases fuel at a U.S. Military facility, it will receive a copy of the sales form. An electronic file with the data obtained from the sales form will be forwarded to Defense Finance and Accounting Service Columbus Ohio, (DFAS-CO) for billing purposes. Purchaser agrees that the invoice generated as a result of the fuel purchase is due and payable within 30 days of the invoice date.
7. Purchaser agrees that if it does not remit payment for each invoice in sufficient time to reach the billing office within 30 days from the invoice date, its account will be delinquent. If Purchaser's account becomes delinquent Purchaser will be in violation of this agreement. Purchaser agrees that such delinquency is grounds for permanent revocation of Purchaser's credit fuel purchase privileges at U.S. Military facilities. Once credit authority has been permanently revoked, purchase of aviation fuel at a U.S. Military Facility can only be made by cash, company check or wiring payment for the fuel prior to arrival at the facility.

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8. Purchaser agrees and understands that DESC-RRF will take all available measures to obtain payment for fuel purchases in the event Purchaser's account becomes delinquent. This includes, but is not limited to, offsetting delinquent payments against payments due to Purchaser from any U.S. Government agency.

9. Purchaser agrees that any delinquent accounts shall bear interest on the delinquent amount from the date payment is due until the delinquent amount is paid, offset or otherwise collected at a rate determined by the United States Department of Treasury.


10. Purchaser agrees that its accounting department is fully aware of all the payment conditions which must be met to maintain a current purchase account with DESC. Purchaser's point of contact for financial matters is:

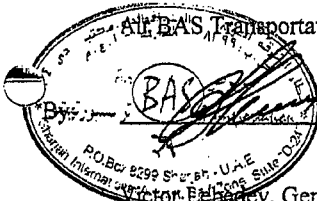
Office +9716 558 17 58, Duty's Cell (24H) +97150 631 05 35

11. Purchaser represents and warrants:

- a. That it is a corporation duly formed, validly existing and in good standing under the laws of Texas, U.S.A.
- b. That execution, delivery and performance of this agreement are within Purchaser's legal powers, have been duly authorized by all necessary principals of the company, and do not contravene (i) any charter or by-laws or (ii) any law or any contractual restriction binding on or affecting Purchaser or any of its assets.
- c. This Agreement is a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its respective terms.

Signed and Agreed

ATLAS Transportation, Inc.  
By:   
General Manager



Date: 9<sup>th</sup> March, 2004

**NOTES:**

1. Include the type of business you are conducting (for example, contract, charter, or civil aircraft operations). Be specific: cite contract numbers, charter agreements, specific type of civil operations, etc. Insufficient information may delay approval or result in disapproval to purchase fuel from DESC. "Contract" refers to carriers under contract to the U.S. Government to transport passengers or cargo or as authorized by the US Government or DESC. Civil aircraft operations includes emergency landings for medical evacuations, weather or mechanical problems, fire fighting operations, etc. **Further clarification is available by contacting DESC-RRF at the above address or phone (210) 925-4887.**

2. The information is utilized for further identification of the customer for billing purposes. Identaplates will be embossed with the aircraft tail number on the card. There is no charge for the cards. In the event that the billing and operating location addresses are the same, type "SAME" under the heading "Operating Location Address". If you desire to have the identaplates and/or future purchase renewal correspondence sent to a different address insert a third address as **Other Correspondence**.

3. The person signing the Fuels Purchase agreement must be someone who can financially bind the company or agency submitting the agreement.