## Consultant Contract

This agreement is made and entered into at 128 Tanjong Pagar road, Singapore 088535 on the 21<sup>st</sup> day of December 2004 between

Thai Airports Ground Services Co., Ltd. by flight Lieutenant M.L. Yom Ngonrath and Mr. Anuphong Rojnuckarin, the authorized directors, having principal office located at 222 Moo 10, Cargo Terminal 1, Bangkok 10210, Thailand, hereinafter referred to as the "Employer" of the one part; and

Detek Co., Ltd. by Mr. Jurgen Albert Moschner, the authorized director, having principal office at 128 Tanjong Pagar Road, Singapore 088535, hereinafter referred to as the "Employee" of the other part.

Therefore, the parties hereto hereby agree as follows:

- Item 1 Employer agree to employ the employee, employee agree to accept to do the following:
  - 1.1 To conduct Due Diligence report in order to report the information of assets and financial of the company.
  - 1.2 To analyze cash flow and financial situation of company. To advise and propose guideline in order to maximize the utilization of the available company financial resource.
  - 1.3 To make proposal to expand the new business related business to the existing business
  - 1.4 To study, collect, analyze information in order to draw up the business plan in setting up relates to Logistics Center, at Free Trade Zone, Suvarnabhumi Airport.
  - 1.5 To study the feasibility business in Donmuang Airport after the Government moves all the activities from Donmuang Airport to Suvarnabhumi Airport.
  - 1.6 To analyze the strategy to enter joint venture with Bangkok Free Trade Zone in setting up International Logistics Park (Thailand) Co., Ltd.
  - 1.7 To provide technical assistant in setting up Air Cargo Community System (ACCS) to be operated at Suvarnabhumi Airport.
  - 1.8 To provide technical assistant in setting up 400Hz and PC Air to be operated at Suvarnabhumi Airport.
  - 1.9 To provide information from the International Airport in foreign country in order to improve all existing systems the company to be efficient.
  - 1.10 To secure investment loan from foreign sources
  - 1.11 To recruit the party who has the knowledge, experience as well as financial capability in related business to employer to joint the investment with the company
- Item 2 In doing the assignment as per Item 1, the employee has to recruit personnel who has the knowledge and experience from oversea at least 15 persons. This 15 persons will be regarded the staff of the employee. The employee will be responsible for all expenses incur such as airfare, accommodation, and personnel expenses at all time they work with the employer.

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- Item 3 The employer has to provide executive staff at all levels to work closely in collecting information or preparing documentation as well as providing working facility as requested.
- Item 4 The period for carried out the assignment for Item 1 to be commenced of date of signing this contract until 31 May 2005.
- Item 5 The employer shall pay to the employee remuneration in the total amount of US10,000,000 (Ten million United States Dollars) by dividing the payment into 3 installments as follows:
  - > The 1<sup>st</sup> installment shall be paid in the amount of USD 2,500,000 (Two million five-hundred thousand United States Dollars) due to be payable within December 30, 2004.
  - > The 2<sup>st</sup> installment shall be paid in the amount of USD 3,750,000 (Three million, seven-hundred and fifty thousand United States Dollars) to be pable within February 20, 2005.
  - > The 3<sup>st</sup> installment shall be paid in the amount of USD 3,750,000 (Three million, seven-hundred and fifty thousand United States Dollars) to be paid after the completion of the work and delivery the report as per assignment Item 1 and the employer has inspected the report and found satisfactory.

The employer shall transfer the remuneration agreed hereto to the following bank account of the employee. The employer will be responsible for bank charge for money transfer.

Account name:

Detek Co., Ltd.

Bank:

OCBC Bank

Branch:

OCBC Centre Branch

Address:

65 Chulia Street, OCBC Centre

Singapore 049513

Account number:

501-854004-201 USD

Account type:

Saving

Swift Code:

OCBCSGSG

- Item 6 All staff who have sent to work at the office of the employer, after having study all the information of the company they must keep in secret. All the information proposal and result of the study presented by the employee to the employer must regarded as the property of the employer. The employee is not prohibited to release any of the information to other party.
- Item 7 Prior to sending staff to work with the employer the employee must send the resume i.e. information on education, working experiences of all staff for the consideration of employer.

In case the employer request to change any person, the employee has to do the accordingly during the working, the employer is entitled to change for person who is not properly behave or lack of required knowledge, the employee will have to send the replacement.

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- Item 8 The termination contract, the employer may cancel the contract prior to the due date. In case the contract is substantially delay or not being efficiently carry out, the employer will inform in writing with the reason of termination of contract and regard this contract has been terminated.
- Item 9 In connection with disagreement shall be submitted to appropriate Civil Courts in Thailand with Jurisdiction.

This Agreement is made into two identical copies with same and correct contents. The parties have read and agreed that it is in accordance with their wills. The parties have read thorough understanding about this Agreement and therefore cause this Agreement to be executed before the witnesses and retain one copy each.

Thai Airports Ground Services Co., Ltd.

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Sign W. L. M. L. Yom Ngonrath)

(Mr. Sompotch Songpipat)

Detek Co., Ltd.

Sign //// employee (My. Jurgen Albert Moschner)