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**BEFORE THE  
FEDERAL MARITIME COMMISSION**

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

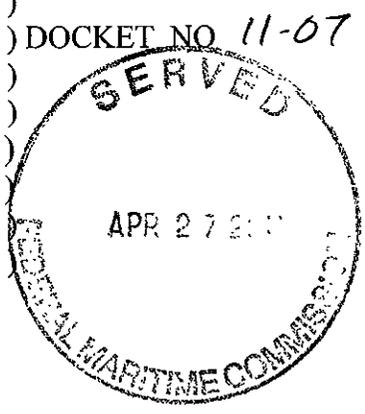
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DNB EXPORTS LLC, and  
AFI ELEKTROMEKANIKANIK VE ELEKTRONIK SAN. TIC. LTD. STI.)

Complainants,

v.

BARSAN GLOBAL LOJISTIKS VE GUMRUK MUSAVIRLIGI A. S.,  
BARSAN INTERNATIONAL, INC., and  
IMPEXIA INC.

Respondents.  
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**VERIFIED COMPLAINT**

Complainants, AFI Elektromekanik Ve Elektronik San. Tic. Ltd. Sti. ("AFI")<sup>1</sup> and DNB Exports LLC ("DNB"), by their attorneys, Rodriguez O'Donnell Gonzalez & Williams, P.C., hereby file their Verified Complaint against Respondents Barsan Barsan Global Lojistiks Ve Gumruk Musavirligi A. S. ("BGL")<sup>2</sup>, Barsan International, Inc. ("Barsan Int'l"), and Impexia Inc. ("Impexia") pursuant to Section 10(b)(13) of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (the "Shipping Act"), 46 U.S.C. §41103 (a), and pursuant to the Federal Maritime Commission's ("FMC") authority under Section 11 (a) of the Shipping Act, 46 U.S.C. § 41301 (a), and allege upon information and belief the following:

<sup>1</sup> AFI Elektromekanik ve Elektronik San. Tic. Ltd. Sti. is the Turkish spelling.  
<sup>2</sup> Barsan Global Lojistiks is the Turkish spelling.

## PARTIES

1. AFI is a corporation organized and existing pursuant to the laws of Turkey, with its principal place of business at Serifali Mahallesi, Emin Sok. No: 51 P.K. 34775, ÜMRANIYE / İSTANBUL, Turkey. AFI has been a wholesale distributor of U.S. standard electrical goods to construction firms in the Greater Middle East for the past fifteen years.

2. DNB is a corporation organized and existing pursuant to the laws of the State of Delaware, with its principal place of business at 110 Harmon Dr, Unit 106 Blackwood, NJ 08012. DNB acts as AFI's procurement agent in the United States.

3. Upon information and belief, Respondent BGL is a corporation organized and existing pursuant to the laws of Turkey with its principal place of business at Merkez Mahallesi Nadide Sok. No.1, Barsan Business Center, 34381 Şişli, İstanbul, Turkey.

4. Upon information and belief, Respondent Barsan Int'l is BGL's subsidiary and is a corporation organized and existing pursuant to the laws of the State of New York with its principal place of business at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410. Barsan Int'l is licensed as a non-vessel operating common carrier ("NVOCC") in the waterborne foreign commerce of the United States and as a freight forwarder (FMC License No. 004656NF, Org No. 015750), pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520 of the Federal Maritime Commission Regulations. Barsan's surety bonds (Bond Nos 571625 and 571626) were issued by Washington International Insurance Company).

5. Upon information and belief, Respondent Barsan Int'l also registered in the States of New Jersey and Florida respectively as a foreign corporation. Barsan Int'l has not registered the Florida or New York locations with the FMC as branch offices.

6. Upon information and belief, Respondent Impexia is a corporation incorporated on or about March, 2010, and existing pursuant to the laws of the State of New Jersey with its principal place of business initially located at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410, the same location as Barsan Int'l.

7. Upon information and belief, BGL also incorporated Barsan Global Logistics Corp in the State of New Jersey with its principal place of business at 17-09 Zink Place Unit 5, Fair Lawn, NJ, 07410, the same location as Barsan Int'l.

8. Upon information and belief, Mr. Ugur Aksu serves as President for Barsan Int'l. and Barsan Global Logistics Corp.

9. Upon information and belief, Barsan Int'l is so organized and controlled, and its affairs are so conducted as to make it a mere sham, agent, or adjunct of BGL, that its separate existence as a distinct corporate entity should be ignored, and the two corporations should be regarded legally as a single corporate unit. BGL presents Barsan Int'l to the shipping public as BGL's U.S. office, and Barsan Int'l presents itself to the shipping public as a division of BGL, and Barsan Int'l's bills of lading, invoices and other documents carry the BGL logo. See Exhibit 1.. BGL Profile Provided by Wikipedia, Barsan Int'l Identified as BGL US Office (s) at BGL Wet-site, Barsan Int'l Invoice and Bills of Lading, and Contract Carrier Agreement.

10. Upon information and belief, Impexia is a mere corporate shell of BGL and Barsan Int'l for the purpose of obtaining and utilizing BGL's and/or Barsan Int'l's

customers commercial proprietary information, which is routinely obtained for performing Barsan Int'l's NVOCC/freight forwarding/NVOCC services, with the purpose of engaging in the same business as Barsan Intl's customers and to solicit import/export trading business from their customers' clients.

### **FACTUAL ALLEGATIONS**

11. During the period commencing on or about January 2009 continuing through on or about the middle of January, 2011, Barsan Int'l provided NVOCC services to DNB and AFI for shipments originating at U.S. Ports for delivery at Ports in Turkey and other ports and points pursuant to a "Contract Carrier Agreement" ("Agreement") executed on January 15, 2009. The Agreement states: "Barsan International, Inc., International Freight Forwarder-NVOCC. A Division of Barsan Global Logistics."<sup>3</sup> See Exhibit 2., Contract Carrier Agreement.

12. Pursuant to the Agreement, DNB provided Barsan Int'l export documentation, shipment information, shipper and consignee information, including commercial invoices, and other information required for transportation and exports.

13. In addition to the requirement by the Shipping Act of 1984, as amended prohibiting Barsan Int'l from misusing proprietary business sensitive information, the Agreement contains a CONFIDENTIALITY provision stating:

Each party agrees to consider as strictly confidential all proprietary business information received from the other party, especially customer information, rates, carrier contracts and associated plans, methods of operation or techniques of doing business.

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<sup>3</sup> BGL's name in this Agreement is spelled in English. In some Barsan Int'l invoices, BGL's name is spelled in Turkish.

14. Upon information and belief, Impexia was incorporated on March 11, 2010 in the State of New Jersey and acts as a trading company exporting electrical goods to Turkey and other ports and points using information obtained through invoices and other documentation provided to Barsan Int'l, and unlawfully soliciting DNB's and/or AFI's customers directly.

15. Upon information and belief, Impexia is a mere corporate shell of BGL and Barsan Int'l for the purpose of obtaining and utilizing BGL's and/or Barsan Int'l's customers commercial proprietary information, which is routinely obtained for performing Barsan Int'l's NVOCC/freight forwarding/NVOCC services, with the purpose of engaging in the same business as DNB and/or AFI and to solicit import/export trading business from DNB's and/or AFI's customers.

16. The intentions of BGL and/or Barsan Int'l are further demonstrated, among other things, by obtaining business from its customers, including DNB/AFI, by structuring its NVOCC business on a break even, non-profit basis.

17. Upon information and belief, Mr. Jimmy Cuneyt Karadagli holds out as the owner of Impexia. Mr. Jimmy Cuneyt Karadagli, at all relevant times to this Complaint, is the husband of Ms. Burcin Karadagli, Accounting Manager of Barsan Int'l located at the New Jersey location.

18. Upon information and belief, Impexia and Barsan Int'l initially, upon the formation of Impexia, shared the same business address in New Jersey. See Exhibit 3., Impexia's Prior Web-sites and Impexia Invoice.

19. Upon information and belief, Impexia stopped indicating that its offices were located at the same location as Barsan Int'l when Respondents became aware that

Complainant had obtained knowledge of Impexia and its unlawful scheme, on or about, December, 2010. At this time Respondents changed its address on its web-site. See Exhibit 4., Impexia's Current Web-site.

20. Impexia indicates on its web-site that it has three offices in New Jersey, Florida and Texas, which upon information and belief are close to Barsan Int'l's or BGL's offices in these three States. Further, Impexia only has one contact telephone no., i.e. a New Jersey no., for the three offices. Exhibit 4., Impexia's Current Web-site.

21. Impexia used to display its business address in New Jersey as the same address as Barsan Int'l's address in its web-site. Mr. Jimmy Cuneyt Karadagli's full name was also displayed in the Impexis webpage. See Exhibit 3., Impexia's Prior Web-sites and Impexia Invoices.

22. Barsan Int'l's officers, President Ugur Aksu, Vice President, Sevgi Cebe and Export Manager Tugsan Uresin, also maintain a close relationship with Impexia. See Exhibit 5., Barsan Int'l's officers' Names and Pictures Listed as Mr. Cuneyt Karadagli's Friends at His Facebook page.

23. In addition to the business information provided by DNB to Barsan Int'l for transportation and exports purposes, Barsan Int'l's officers intentionally and fraudulently solicited and received sensitive business information by inviting Mr. Baris Devrim Bal, Managing Director of DNB, for informal lunch and dinner business meetings. These informal business meetings which started in 2009, turned more frequent at the beginning of 2010, and abruptly stopped after March 2010 when Impexia was incorporated. During some of these meetings Barsan Int'l's President, Mr. Aksu, and other employees complained to Mr. Bal about their working conditions at Barsan Int'l

and told Mr. Bal of their intentions and interest to set up their own business or form a partnership with Mr. Bal. During one of these dinner meetings at a New Jersey restaurant, around January 2010, Barsan Int'l officers presented a "hypothetical" scenario to Mr. Bal: "If we had \$100,000, what kind of business could we set up or how would you run a business with that kind of money?" Mr. Bal responded by saying that the economy is not prime for setting up a new business, and that everyone should focus on the profession they're good at.

24. AFI and DNB first became aware of Barsan Int'l's and Impexia's scheme around December 2010 when AFI and DNB bid a project with their customer Ceytun Construction Co., ("Ceytun"). Kandahar, Afghanistan, by quoting \$250,000, and Ceytun informed AFI and DNB that Impexia quoted \$200,000 for this project and also enclosed a copy of Impexia's invoice. Ceytun was a long time customer of AFI and DNB. See See Exhibit 3., Impexia's Prior Web-sites and Impexia Invoice. The Impexia invoice demonstrates that Impexia was sharing the same business address with Barsan Int'l, and also carries the alleged owner's, Mr. Karadagli, signature. AFI and DNB raised the issue of illegality of BGL, Barsan Int'l and Impexia's practice to Ceytun. As a result of Respondents' actions, DNB and AFI have lost this business.

25. Upon information and belief, Barsan Int'l knowingly disclosed and Impexia received information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered relating to Ceytun, Complainants' customer without the consent of DNB and/or AFI and used that information to the detriment and disadvantage to DNB and/or AFI, and inappropriately disclosed that information to Impeixa as a competitor of DNB and AFI.

26. Since DNB and AFI communicated to BGL, Barsan Int'l and Impeixa through Ceytun alleging that BGL and/or Barsan Int'l released their business information with regard to Ceytun, and that Impexia and Impexia solicited their customers, and requesting that they cease and desist from stealing their customers, Impeixa's website has started going through a series of updates about their contact information including but not limited to removal of its address which was the same as Barsan Int'l's and Mr. Karadgagli's name and e-mail address was also removed from the web-site. Further, Impexia subsequently and currently display Mr. and Mrs. Karadgali's residential address as Impexia's business address on Impexia's invoices. See Exhibit 6., Impexia's Invoice Issued to Metag Construction.

27. AFI and DNB again became aware of Barsan Int'l's and Impexia's continuing scheme in March, 2011 of misusing Complainants' customer information when AFI and DNB was provided a copy of Impexia's invoice to Metag Construction, Ankara, Turkey. Metag Construction was a long time customer of AFI and DNB. See Exhibit 6., Impexia's Invoice Issued to Metag Construction.

28. Upon information and belief, Barsan Int'l knowingly disclosed and Impexia received information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered relating to Metag Construction, Complainants' customer without the consent of DNB and/or AFI and used that information to the detriment and disadvantage to DNB and/or AFI, and inappropriately disclosed that information to Impeixa as a competitor of DNB and AFI.

29. Mr. Burak Bal, General Manager of AFI, on behalf of DNB and AFI again in March, 2011 communicated to Mr. Kamil Barlin, the owner of BGL, in Istanbul,

Turkey, alleging that Barsan Int'l released their business information to Impexia and Impexia solicited their customers. Mr. Barlin acknowledged Barsan Int'l's wrong doings and advised that BGL would compensate AFI and DNB for the loss caused by Barsan Int'l's releasing their business information.

30. Upon information and belief, after DNB and AFI raised their claims against BGL and Barsan Int'l, and after BGL and Barsan Int'l acknowledged those unlawful practices, Ms. Karadagli and other officers of Barsan Int'l involved in the scheme subject of this proceeding still maintain their key positions at the management team of Barsan Int'l, and Mr. Karadagli still holds out to be the owner of Impexia.

31. Upon information and belief, Impexia received AFI and/or DNB's business and customers information from BGL and Barsan Int'l and solicited business from AFI and/or DNB's important customers, including but not limited to Sasel Insaat Taah Tic. Ve San Ltd. Sti., Yuksel Insaat and 77 Construction Contracting & Trading Company, in addition to Ceytun and Metag.

32. Upon information and belief, BGL and Barsan Int'l knowingly routinely disclosed to Impexia, a competitor of DNB and/or AFI, and Impexia knowingly received information concerning the nature, kind, quantity, destination, shipper and consignee identities, and routing of the property tendered or delivered to Barsan Int'l by DNB and AFI, for hundreds of shipments with a value of millions of dollars, without the consent of DNB and/or AFI, and used that information to the detriment and disadvantage of DNB and/or AFI, such disclosures and scheme, thereby violating Section 10 (b) (13) of the Shipping Act, 46 U.S.C. § 41103 (a).

33. When BGL and/or Barsan Int'l provided NVOCC services to AIF and/or DNB, BGL's and/or Barsan Int'l's officers **repeatedly** stated that they were not making any profits from their NVOCC business by shipping BGL's and/or AFI's cargo. DNB and AFI are now aware of BGL, Barsan Int'l and Impexia's scheme, and DNB and AFI now understand their scheme i.e. a fraudulent business model by providing their NVOCC services at little to no profit for the purposes of exploiting, receiving and soliciting information obtained through NVOCC business, and by unlawfully competing with their customers by setting up another company, i.e. Impexia in this case, to make unlawful profits.

34. As a direct consequence of the unlawful conduct engaged in by Respondents, Complainants have suffered loss of clients, current and future revenues from those clients, not only loss amounts represented by shipments with Respondents, but also with other forwarders, and loss of reputation, all of which has caused and continues to cause Complainants monetary damages of at least \$ 1.2 million, and other significant amounts which will be proved during the course of this proceeding.

### **VIOLATIONS**

35. Respondents' BGL, Barsan Int'l, acting on their own behalf and as a mere shell of BGL, and Impexia as BGL's and Barsan Int'l's alter ego by knowingly disclosing, offering, soliciting and receiving information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered or delivered to Barsan Int'l by DNB and/or AFI, by, without the consent of DNB and/or AFI, using that information to the detriment and disadvantage of DNB and/or AFI, by

unlawfully disclosing that information to Impeixa as a competitor have violated Section 10 (b) (13) of the Shipping Act, 46 U.S.C. § 41103 (a).

### **DAMAGES**

36. As a direct consequence of the unlawful conduct engaged in by Respondents, Complainants have suffered injury as provided herein, and as may be further demonstrated in this proceeding, and seeks relief as provided below.

### **PRAYER FOR RELIEF**

WHEREFORE, Complainants respectfully request that the Commission issue the following relief:

1. An Order compelling Respondents to Answer the charges made herein and scheduling a hearing in Washington, D.C. during which the Commission may receive evidence in this matter;

2. An Order holding that the Respondents BGL's, Barsan Int'l's and/or Impexia's activities described herein were unlawful and in violation of the Shipping Act;

3. An Order compelling Respondents BGL, Barsan Int'l and/or Impexia to jointly and severally make reparations to Complainants DNB and AFI in the amount as may be proven during the course of this proceeding, with interest as may be lawfully permitted by law, costs, and attorneys' fees;

4. An Order compelling Respondents BGL, Barsan Int'l and Impexia to cease and desist their activities in violation of the Shipping Act as alleged herein;

5. An Order revoking Respondent Barsan Int'l's NVOCC and freight forwarder license, and further prohibiting Respondents BGL, Barsan Int'l and its officers from doing NVOCC and freight forwarding business in the U.S.: and

6. Such other and further relief as the Commission deems just and proper.

**ALTERNATIVE DISPUTE RESOLUTION**

The Commission's informal dispute resolution procedures have not been used prior to the filing of the Complaint. Counsel for the Complainants has not consulted with the Commission's Dispute Resolution Specialist about utilizing alternative dispute resolution (ADR) under the Commission's ADR Program.

A hearing is requested in Washington, D.C.

Respectfully submitted,

By:

A handwritten signature in black ink, appearing to read 'Carlos Rodriguez', is written over a horizontal line.

Carlos Rodriguez, Esq.  
Zheng Xie, Esq.  
**RODRIGUEZ O'DONNELL  
GONZALEZ & WILLIAMS, P.C.**  
1250 Connecticut Ave. N.W., Suite 200,  
Washington, D.C. 20036  
202-973-2980 (Telephone)  
202-293-3307 (Facsimile)  
**Attorneys for Complainants**  
**DNB EXPORTS LLC**  
**AFI ELEKTROMEKANIK VE**  
**ELEKTRONIK SAN. TIC. LTD. STI.**

Dated in Washington, D.C. this thirteenth day of April, 2011.

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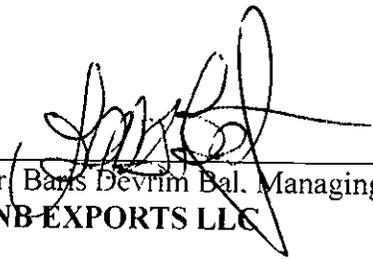
**VERIFICATION**

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

Baris Devrim Bal declares and states that he is the Managing Director of DNB EXPORTS LLC, Complainant in this proceeding, and that the foregoing Verified Complaint is true to the best of his information and belief; and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

I declare and state under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2011

  
\_\_\_\_\_  
Mr. Baris Devrim Bal, Managing Director  
DNB-EXPORTS LLC

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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

**VERIFICATION**

Burak Bal declares and states that he is the General Manager of AFI ELEKTROMEKANİK VE ELEKTRONİK SAN. TIC. LTD. STI., Complainant in this proceeding, and that the foregoing Verified Complaint is true to the best of his information and belief; and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

Pursuant to 28 U.S.C. § 1746 (1), I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 1, 2011

AFI ELEKTROMEKANİK VE ELEKTRONİK  
SAN. TIC. LTD. STI.  
Serifali Mahallesi Emin Sokak No:51  
Yukarı Dudullu-Ümraniye/STANBUL  
Tel:(0216) 313 52 52 Fax:(0216) 313 52 51  
Sangazlı V.D. 008 046 4715

Mr. Burak Bal. General Manager  
AFI ELEKTROMEKANİK VE  
ELEKTRONİK SAN. TIC. LTD. STI.

# EXHIBIT 1.



Article Discussion

Read Edit View history

# Barsan Global Logistics

From Wikipedia, the free encyclopedia



This article **is an orphan**, as few or no other articles link to it. Please introduce links to this page from related articles; suggestions may be available. *(August 2010)*

**Barsan Global Logistics** is an international logistics company, headquartered in Çerkezköy, Turkey. The company has offices in 8 Turkish cities and 18 cities worldwide<sup>[1]</sup>. The company has two connections to the Turkish State Railways: one in Çerkezköy and the other in Halkalı.

## Barsan Global Logistics

<b>Type</b>	Private
<b>Industry</b>	Logistics
<b>Headquarters</b>	MERKEZ, Turkey
<b>Area served</b>	Worldwide
<b>Website</b>	BGL

## Notes

[edit]

- <sup>^</sup> BLG - BLG logistic centers

Categories: Logistics companies | Companies of Turkey

This page was last modified on 28 January 2011 at 23:32

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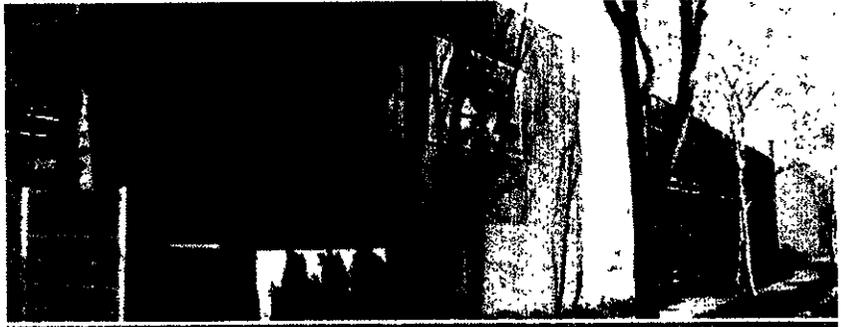
BARPORT Customer Entry

News

Performans

You only produce...

## New Jersey Lojistik Merkezi



- Shanghai
- Hong Kong
- New Jersey
- Barcelona
- Coventry
- Matera
- Nurnberg
- Remscheid
- Paris
- Budapest

- 10 000 m<sup>2</sup> area in total
- 5 000 m<sup>2</sup> covered area
- Rail connection
- Bonded and non-bonded warehousing and stock management services
- Customized stock management and distribution services, shipments based on pallet parcel unit, labeling, order preparation, inventory management, Just in time shipments, reporting

BGL USA established as an office in New Jersey in February 1998 was moved to its office in New York in September 2004. After investing for its first warehouse in Clifton New Jersey in October 2007, BGL New Jersey Logistics Center moved to its own property warehouse at Fair Lawn - New Jersey in October 2008.

BGL USA provides partial container LCL and full container FTL shipments as well as all types of sea transportation, air transportation, warehousing, stock management, customs clearance and project transportation services. Reporting to BGL USA, BGL opened its Miami Office in March and Houston Office in April 2009 providing door-to-door air and sea forwarding services worldwide. This will be followed by BGL Chicago, Los Angeles and San Francisco Offices in 2010.



BARPORT Customer Entry

News

Performans

You only produce...

## News - Investments in USA Full Throttle!



Barson Global Logistics Company continues at a fast pace its investments in USA, where is considered as the centre of the global crisis, and carries on its growth in this country indeed transforming the crisis to an opportunity.

Miami Office, which started its operations officially since the date 23 March 2009, will serve specifically to the fast growing industries, such as construction industry, food industry, fast consumption products, household textiles and paper industry, as to function primarily in the operations through the line of South East Atlantic (Florida, Georgia, Alabama, Mississippi, Louisiana, Tennessee, Arkansas, North Carolina, South Carolina)

The investment which took start as an office in Miami will turn to be a logistics centre serving in all logistics branches including customs/non customs warehousing, stock management and distribution services

The researches for the logistics centres planned for Miami, Georgia and North Carolina do continue and the works for Houston, Los Angeles and San Francisco offices, which are targeted to be activated in a close future, also are accelerated



# BARSAN INTERNATIONAL, INC.

# BILL OF LADING

2. EXPORTER (Principal or seller-licensor and address including ZIP Code) <b>DNB EXPORTS LLC.</b> 3511 SILVERSIDE ROAD SUITE:105 WILMINGTON, DE 19810 19810 DE / USA ZIP CODE		5. DOCUMENT NUMBER <b>100600852</b>	5a. B/L NUMBER <b>NWIS11034630</b>
		6 EXPORT REFERENCES <b>EO.132.01.11//351</b> <b>DNB21019</b>	

3. CONSIGNEE TO <b>GMG DIS TICARET LTD STI</b> <b>ISTANBUL DERI VE ENDUSTRI SERBEST BOLGESI</b> <b>DESBAS DEPO BINASI MODUL V 34957</b> <b>ISTANBUL / TURKEY</b>	7 FORWARDING AGENT (Name and address - references) <b>BARSAN INTERNATIONAL, INC</b> 17-09 ZINK PLACE SUITE#5 FAIR LAWN , NJ 07410 OTI # 4656NF
8. POINT (STATE) OF ORIGIN OR FTZ NUMBER	

4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) <b>SAME AS ABOVE</b>	9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS <b>BARSAN GLOBAL LOJISTIK VE GUMRUK</b> <b>MUSAVIRLIGI A.S.</b> <b>MERKEZ MAH. NADIDE SOK.</b> <b>NO:1 OKMEYDANI SISLI 34381</b> <b>ISTANBUL / TURKEY</b> <b>TEL :0 212 2227000</b>
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12. PRE-CARRIAGE BY	13. PLACE OF RECEIPT BY PRE-CARRIER	10. LOADING PIER/TERMINAL
14. EXPORTING CARRIER <b>KASIF KALKAVAN 2191101E</b>	15. PORT OF LOADING/EXPORT <b>NEWYORK</b>	

16. FOREIGN PORT OF UNLOADING (Vessel and air only) <b>AMBARLI</b>	17. PLACE OF DELIVERY BY ON-CARRIER	11. TYPE OF MOVE	11a. CONTAINERIZED (Vessel only) <input type="checkbox"/> Yes <input type="checkbox"/> No
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MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES in Schedule B detail (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
CONTAINER NO: CAXU 9103662 SEAL NO: 1573936 LCL / LCL	1	40 ' BOX CONTAINER, STC; 14 PALLETS OF : ELECTRICAL EQUIPMENT  ITN:X20110124049332 ** EXPRESS RELEASE ** FREIGHT PREPAID	12603 KGS	22 CBM
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS DIVERSION CONTRARY TO UNITED STATES LAW PROHEBITED.				

Carrier has a policy against payment, solicitation, or receipt of any rebate directly or indirectly which would be unlawful under the United States Shipping Act, 1984 as amended.  
DECLARED VALUE \_\_\_\_\_ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATIONS OF LIABILITY

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		Received by Carrier for shipment by ocean vessel between port of loading and port of discharge and for arrangement or procurement of pre-carriage from place of receipt and on-carriage to place of delivery, where stated above, the goods as specified above in apparent good order and condition unless otherwise stated. The goods to be delivered at the above mentioned port of discharge or place of delivery, whichever is applicable, subject always to the exceptions, limitations, conditions and liberties set out on the reverse side hereof, to which the Shipper and/or Consignee agree to accepting this Bill of Lading. IN WITNESS WHEREOF three (3) original Bills of Lading have been signed, not otherwise stated above one of which being accomplished the others shall be void.	
SUBJECT TO CORRECTION	PREPAID	COLLECT	NEW YORK-USA 1.28.2011 DATED AT <b>BARSAN INTERNATIONAL, INC</b> By _____ AGENT FOR THE CARRIER  MO. DAY YEAR B/L No.



# Barsan International, Inc.

International Freight Forwarder - NVOCC  
A division of Barsan Global Lojistik A.S.  
17-09 Zink Place Suite#5, Fair Lawn, NJ 07410  
Ph : 201 773 0730 ext 204 Fax: 201 773 0731

<b>Our Ref :</b> EO.132.11 <b>Your Ref :</b> DNB21019	<b>Invoice No :</b> 16099	<b>Invoice Date :</b> 01/28/2011 <b>Invoice Due Date :</b> 02/27/2011
<b>Invoice To :</b> DNB EXPORTS LLC. 3511 SILVERSIDE ROAD SUITE:105 WILMINGTON, DE 19810 DE 19810 Birlesik Devletler	<b>Descriptions :</b> CAXU9103662 //NWMS11034630	
<b>Loading :</b> NEWYORK	<b>Discharge :</b> AMBARLI	<b>ETS :</b> <b>ETA :</b>

Item Description Of Charges	Item Description	Total
Ocean: Freight <b>Shipment Nr : 34630</b> <b>Quantity : 14</b>	OCEAN FREIGHT <b>Gross Weight : 12,603.00</b>	\$1,430.00
Ocean: Forwarding Fee <b>Shipment Nr : 34630</b> <b>Quantity : 14</b>	AES FILING <b>Gross Weight : 12,603.00</b>	\$50.00
Ocean: Forwarding Fee <b>Shipment Nr : 34630</b> <b>Quantity : 14</b>	20USD/CBM TURKEY LOCAL CHARGES <b>Gross Weight : 12,603.00</b>	\$440.00
	<b>Total Invoice Amount</b>	<b>\$1,920.00</b>

PLEASE MAKE CHECKS PAYABLE TO "BARSAN INTERNATIONAL INC."



# Barsan International, Inc.

International Freight Forwarder - NVOCC  
A division of Barsan Global Logistics

17-09 Zink Place Unit # 5 Fair Lawn NJ 07410  
Phone: (201) 773 0730 Fax: (201) 773 -0731

OTI 4656NF

## CONTRACT CARRIER AGREEMENT

### THE PARTIES

This agreement made 15<sup>th</sup> day of January, 2009 between **Barsan International, Inc.** whose office is situated at 17-09 Zink Place Unit #5 Fair Lawn NJ 07410, USA and **DNB Exports LLC.** 3512 Silverside Road Suite #105 Wilmington, DE 19810, USA Hereinafter 'Barsan' refers 'Barsan International, Inc.' and "DNB" refers as "DNB Exports LLC."

### SUBJECT OF AGREEMENT

Barsan is authorized to provide contract carrier service between all points in the United States and Barsan is authorized to make export air / ocean shipments from United States. The terms of this Agreement are based on the distinct needs of the DNB and are not to be disclosed to any third party. Customer agrees that the terms of this Agreement are that Barsan will be the Customer's preferred carrier of choice. Accordingly:

### AGREEMENT INTENT

DNB agrees to provide required export documentation, and pick up and delivery information also overseas destination confirmation

### AUTHORITY TO MAKE EXPORT SHIPMENT

Barsan is authorized to book cargo with the carriers and to issue Barsan Bills of Ladings for ocean transportation services and Barsan Airway bills for air transportation

Barsan will provide DNB with a daily listing detailing departure date, shipper, consignee, Bill of Lading number; AWB number, origin and destination.

### Confidentiality Notice

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OTI 4656NF

## SERVICE FEES:

### OCEAN FCL

Loading Port	Destination	Mode	20'GP	40'GP	40'HC	Routing	Transit Time
New York	Istanbul/Izmir/Gemlik	Port to Port	\$1,500	\$2,275	\$2,325	Direct	20 Days
Norfolk / Savannah	Istanbul/Izmir/Gemlik	Port to Port	\$1,600	\$2,375	\$2,425	Direct	20 Days
New York	Mersin	Port to Port	\$1,600	\$2,375	\$2,425	Direct	20 Days
Norfolk / Savannah	Mersin	Port to Port	\$1,700	\$2,475	\$2,525	Direct	20 Days

### OCEAN LCL

Ocean Freight :	\$75 w/m
Terminal	\$20 w/m
Ordino	\$40 + KDV

### SIDE NOTES

- Hazardous Surcharge \$200 / per container
- All shipments are subject to AES Filing Fee: USD 50.00
- Inland from warehouse NJ 07410 To Port : \$450

### OVERSEAS LOCAL CHARGES

Tahliye \$140.00 / container
Terminal Fee : \$100/container
Isps : \$7/container
Gecici kabul :\$50.00 + kdv
Doc Fee: \$25.00/container
Ordino : \$40 + kdv

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OTI 4656NF

## AIR RATES

### *TNT AIRLINES 2 DAYS TRANSIT*

Min { KG }	\$90
...- 45 KG	\$1.60 / KGS
...+45 KG	\$1.60 / KGS
...+100 KG	\$1.60 / KGS
...+300 KG	\$1.50 / KGS
...+500 KG	\$1.45 / KGS
...+1000 KG	\$1.40 / KGS
FSC	\$0.80 / KGS
SSC	\$0.16 / KGS
Airport Transfer - MIN \$30	\$0.1 / KGS
Forwarding Fee	\$50
AWB Fee	\$125.00

### *TK AIRLINES DIRECT FROM JFK TO IST*

Min { KG }	\$100
...- 45 KG	\$3.50/ KGS
...+45 KG	\$3.50 / KGS
...+100 KG	\$1.60 / KGS
...+300 KG	\$1.55 / KGS
...+500 KG	\$1.50 / KGS
...+1000 KG	\$1.48 / KGS
FSC + SSC	\$0.95 / KGS
***	***
Airport Transfer / MIN \$30	\$0.1 / KGS
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# Barsan International, Inc.

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OTI 4656NF

### TK AIRLINES FROM JFK TO ADA / ESB

Min { KG }	\$100
...- 45 KG	\$3.50 / KGS
...+45 KG	\$3.45 / KGS
...+100 KG	\$1.70 / KGS
...+300 KG	\$1.65 / KGS
...+500 KG	\$1.60 / KGS
...+1000 KG	\$1.55 / KGS
FSC + SSC	\$0.95 / KGS
***	***
Airport Transfer /MIN \$30	\$0.1 / KGS
Forwarding Fee	\$50
AWB Fee	\$125.00

### SIDE NOTES

Air Freight, SSC and FSC will apply based on chargeable weight

### COLLECTION&REMITTANCE

Barsan will provide monthly statements in US currency to DNB. DNB will remit all monies due in US Currency within 15 days after the receipt of the statement via wire transfer to: Barsan Global Lojistik A.S.

### CONFIDENTIALITY

Each party agrees to consider as strictly confidential all proprietary business information received from the other party, especially customer information, rates, carrier contracts and associated plans, methods of operation or techniques of doing business.

### DURATION OF AGREEMENT

The Agreement will remain in effect from January 15th, 2009 until January 30, 2010, unless terminated at any time by

Either party by written notice to the other given at least thirty (30) days prior to any termination date. This contract cancels all previous Contract Carrier Agreements between Barsan and DNB and the Customer's affiliates and subsidiaries.

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Phone: (201) 773 0730 Fax: (201) 773 -0731

OTI 4656NF

## APPLICABLE LAW

This agreement shall be governed by the laws of The United States Of America and any and all disputes shall be referred to the jurisdiction of the commercial courts of The United States of America.

## SEVERABILITY

The various provisions of this agreement are severable and if any provision hereof shall be held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity of unenforceability shall not effect the remaining provisions of this agreement.

## AMENDMENTS

This Agreement may not be amended or modified except in writing signed by the Parties.

Barsan International, Inc.  
17-09 Zink Place Unit # 5  
Fair Lawn , NJ 07410 USA  
Phone # 1 201 773 0730  
Fax # 1 201 773 0731

DNB Exports LLC  
110 Harmon Dr, Unit 106,  
Blackwood, NJ 08012, USA  
Phone # 856-335-3922  
Fax # 856-481-0351

BY \_\_\_\_\_  
Ugur Aksu  
Director

BY \_\_\_\_\_  
Baris Devrim Bal  
Managing Director

Witness:

Witness:

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# EXHIBIT 2.



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OTI 4656NF

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# Barsan International, Inc.

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OTI 4656NF

17-09 Zink Place Unit # 5 Fair Lawn NJ 07410  
Phone: (201) 773 0730 Fax: (201) 773 -0731

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## SEVERABILITY

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This Agreement may not be amended or modified except in writing signed by the Parties.

Barsan International, Inc.  
17-09 Zink Place Unit # 5  
Fair Lawn , NJ 07410 USA  
Phone # 1 201 773 0730  
Fax # 1 201 773 0731

DNB Exports LLC  
110 Harmon Dr, Unit 106,  
Blackwood, NJ 08012, USA  
Phone # 856-335-3922  
Fax # 856-481-0351

BY \_\_\_\_\_  
Ugur Aksu  
Director

BY \_\_\_\_\_  
Baris Devrim Bal  
Managing Director

Witness:

Witness:

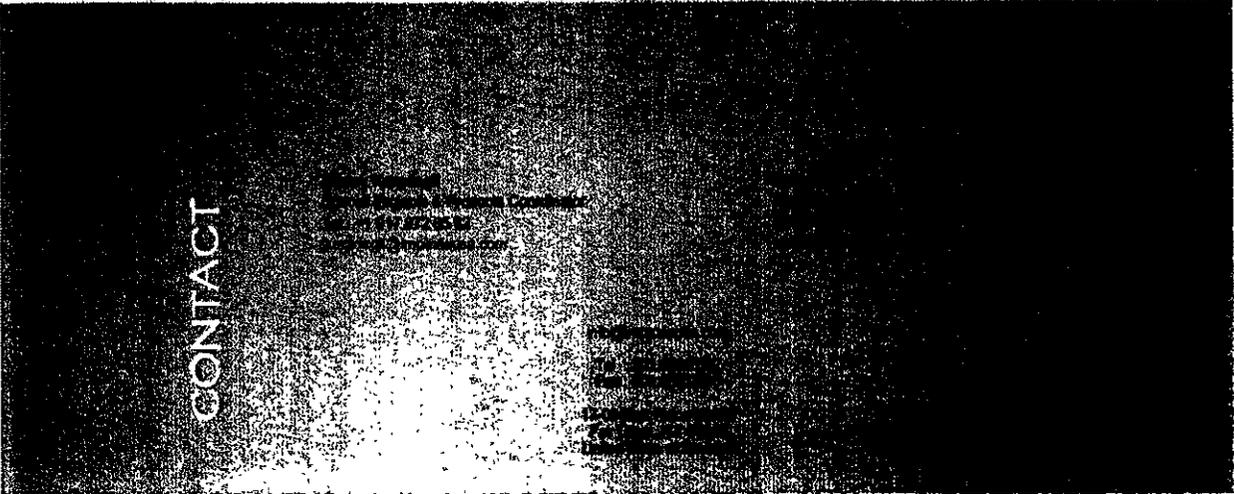
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# EXHIBIT 3.

**impexia**

CONTACT



**mpexia**

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WIX CONTACTS

CONTACT

--	--	--	--

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ENERGY-ENGINEERING-PROJECT

PROFORMA INVOICE

**Bill to:** Ceytun Construction Co.  
South Park, Front of G3.  
Kandahar Air Field (KAF)  
Kandahar/Afghanistan  
Niyazi Berberoglu  
Tel: +93 79 984 8427

**Ship to:** Ceytun Construction Co.  
South Park, Front of G3.  
Kandahar Air Field (KAF)  
Kandahar/Afghanistan  
Niyazi Berberoglu  
Tel: +93 79 984 8427

**Invoice Number :** 987650

**Date:** January 5, 2011

No	Description	Unit	Qty	Unit Price	Total Price
	<b>Designation: Zone 1 Panel 1</b> ILINE MB PNLB (INT,ENCL) I-Line Panelboard Consisting of 480Y/277V 3Ph 4W 60Hz SCCR: 14kA Fully Rated Single Main: 1200A/3P PG Circuit Breaker Incoming Conductors: 1-(4) 3/0 – 500kcmil Bus: Copper: Tin Plated CU Ground Bar 108" of Mounting Inches				
1	Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Incoming: Bottom Trim w/Box Box Cat No: HCR4486WPSSUL Ref. Drawing PBA416 Type: HCR-U Feeders: 1 - 600A/3P PG PN:PGA36100(C)JU31A 1 - 20A/1P FY PN:FY14020 4 - 150A/3P JG PN:JGA36250(C) Optional Features: Ship Completely Assembled. Copper Solid Neutral, Ground Bar	Each	1	17,790.00	17,790 00



ENERGY-ENGINEERING-PROJECT

**Designation: Zone 1 Panel 2**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

2	Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4	Each	1	18,451.00	18,451.00
---	--	------	---	-----------	-----------

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 600A/3P PG PN:PGA36100(C)U31A

1 - 20A/1P FY PN:FY14020

5 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar

**Designation: Zone 2 Panel 1**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

3	Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4	Each	1	15,970.00	15,970.00
---	--	------	---	-----------	-----------

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 20A/1P FY PN:FY14020

3 - 15A/3P HG PN:HGA36150(C)

5 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar



ENERGY-ENGINEERING-PROJECT

**Designation: Zone 2 Panel 2**

I-Line MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

4 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 16,064.00 16,064.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 20A/1P FY PN:FY14020

1 - 15A/3P HG PN:HGA36150(C)

6 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar

**Designation: Zone 3 Panel 1**

I-Line MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR. 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

5 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 17,122.00 17,122.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 600A/3P PG PN:PGA36100(C)U31A

1 - 20A/1P FY PN:FY14020

3 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar



ENERGY-ENGINEERING-PROJECT

**Designation: Zone 3 Panel 2**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

6 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 17,122.00 17,122.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 600A/3P PG PN:PGA36100(C)U31A

1 - 20A/1P FY PN:FY14020

3 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar

**Designation: Zone 3 Panel 3**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR. 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

7 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 16,448.00 16,448.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 20A/1P FY PN:FY14020

7 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled Copper Solid

Neutral, Ground Bar



ENERGY-ENGINEERING-PROJECT

**Designation: Zone 4 Panel 1**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

8 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 14,735.00 14,735.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 20A/1P FY PN:FY14020

1 - 15A/3P HG PN:HGA36150(C)

4 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar

**Designation: Zone 4 Panel 2**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 1200A/3P PG Circuit Breaker

Incoming Conductors: 1-(4) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

108" of Mounting Inches

9 Type 3R/4/4X/5/12 Stainless Steel Box: 86H x 4 Each 1 14,615.00 14,615.00

Incoming: Bottom Trim w/Box

Box Cat No: HCR4486WPSSUL

Ref. Drawing PBA416 Type: HCR-U

Feeders:

1 - 20A/1P FY PN:FY14020

3 - 15A/3P HG PN:HGA36150(C)

3 - 150A/3P JG PN:JGA36250(C)

Optional Features:

Ship Completely Assembled. Copper Solid

Neutral, Ground Bar

# impexia

ENERGY-ENGINEERING-PROJECT

**Designation: Dormitory 1-4**

ILINE MB PNLB (INT,ENCL)

I-Line Panelboard

Consisting of

480Y/277V 3Ph 4W 60Hz SCCR: 14kA

Fully Rated

Single Main: 800A/3P MG Circuit Breaker

Incoming Conductors: 1-(3) 3/0 – 500kcmil

Bus: Copper: Tin Plated

CU Ground Bar

10	63" of Mounting Inches	Each	4	11,714.50	46,858.00
	Type 3R/4/4X/5/12 Stainless Steel Box: 68H x 4				
	Incoming: Bottom Trim w/Box				
	Box Cat No: HCW4268WPSSUL				
	Ref. Drawing PBA412 Type: HCP				
	Feeders:				
	4 - 15A/3P HG			PN:HGA36150(C)	
	2 - 150A/3P JG			PN:JGA36250(C)	
	Optional Features:				
	Ship Completely Assembled. Copper Solid				
	Neutral, Ground Bar				

**Sales Total :** 195,175.00

**Discount :** 2,675.00

**TOTAL AMOUNT (USD) : 192,500.00**

**Quote Markings**

1.This offer includes the standard lead time as listed under each product. This lead time reflects the time frame from release to manufacturing until ship date from the plant only It does not include time required to produce or review approval drawings, any time required to make changes per engineerin review or any time lost due to technical clarifications, lack of purchase order submission, etc. If the lead time offered is not sufficient to meet the customer need please contact the quote specialist listed on your offer for improvement.

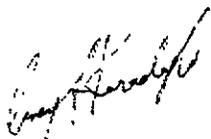
2.This quote is being offered as Exworks(INCOTERMS 2000). domestic packed only. If you require other terms or export packing please contact the quote specialist listed on your offer.

**Lead time** : Ready to ship in 15 working days after receiving order.

**Payment terms** : %50 due on order, %50 before shipment

**Shipping terms** : EXW-USA

**Seller: IMPEXIA Signature:**

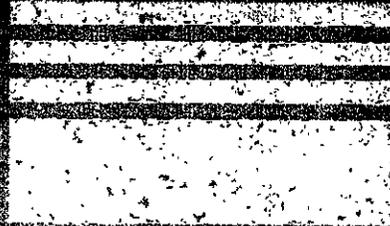


**Date:** 01/05/2010

# EXHIBIT 4.

mpexia

CONTACT



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# EXHIBIT 5.

Ugar Asik



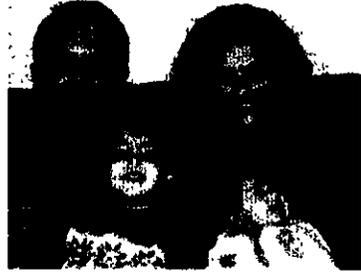
Tugsan Uresin



Sevgi Cebe



Burcin Karadagli & Cuneyt Karadagli



# EXHIBIT 6.

# impexia

ENERGY-ENGINEERING-PROJECT

## PROFORMA INVOICE

**Bill to:** METAG Construction.  
Guneş Guner  
Çetin Emeç Bulvarı, 8. Cadde No:19  
Öveçler 06440, Ankara, Turkey  
Phone : (312) 472 77 31  
Fax : (312) 472 77 36  
guneşguner@metag.com.tr

**Ship to:** METAG Construction.  
Kandahar, Afghanistan

**Invoice Number :** 987668

**Date:** March 11, 2011

No	Description	Unit	Qty	Unit Price	Total Price
1	GETHN3361J 30A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	1		
2	GETHN3362J 60A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	2		
3	GETHN3363J 100A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	1		
4	GETHN3362J 60A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	40		
5	GETHN3361J 30A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	35		
6	GETHN3361J 30A, 3P, 600V, NON-FUSIBLE, Nema 5/12	Pc	20		

**Sales Total :**

**TOTAL AMOUNT (USD) :**

**Lead time**

3-4 weeks after receipt order.

**Payment Terms**

%50 due on order, %50 before shipment

**Shipping terms**

FOB/Ni, USA

**Bank Information**

JPMorgan Chase Bank, N.A.

24 Park Ave

Rutherford, NJ 07070

[201] 842-8970 T

Account Number: 826573859

Chase Swift Code: CHASUS33