

DEFENSE

**Agreements Between
the UNITED STATES OF AMERICA
and OMAN**

**Amending the Agreement of
September 19, 2008**

Signed at Fort Belvoir and Muscat
July 20 and August 12, 2012

Signed at Fort Belvoir and Muscat
January 9 and February 11, 2014



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

OMAN

Defense

*Agreements amending the agreement of
September 19, 2008.*

*Signed at Fort Belvoir and Muscat
July 20 and August 12, 2012;*

Entered into force August 12, 2012.

Signed at Fort Belvoir and Muscat

*January 9 and February 11, 2014;
Entered into force February 11, 2014.*

SP0600-08-Z-2501
AMENDMENT 01

Amendment One to the Agreement between the Department of Defense of the United States of America as Represented by the Defense Energy Support Center and the Ministry of Defence of the Sultanate of Oman as Represented by the Royal Air Force of Oman Concerning the Provision of Petroleum Products and Related Services

The following is Amendment One to the Agreement between the Department of Defense of the United States of America (U.S. DoD) as Represented by the Defense Energy Support Center and the Ministry of Defence of the Sultanate of Oman (MOD), as Represented by the Royal Air Force of Oman (RAFO), Concerning the Provision of Petroleum Products and Related Services, dated September 19, 2008 (Agreement)

The MOD and the U.S. DoD shall also be referred to individually as the "Party" and collectively as the "Parties" as the context requires.

WHEREAS the Parties have entered into an Agreement concerning the provision of petroleum products and related services, wherein RAFO shall provide petroleum products and related services to the U.S. DoD and U. S. Federal Civilian Agencies at Seeb, Masirah, and Thumrait airbases within the Sultanate of Oman, for which the U.S. DoD will reimburse RAFO for the support provided;

AND WHEREAS the U.S. DoD no longer requires petroleum products and related services at Seeb Air Base;

AND WHEREAS the Agreement provides that the MOD shall charge the U.S. DoD a per liter price for products at the same cost as set out in Annex E to the said Agreement, which costs represent the amounts paid by the MOD to the fuel supplier, who has purchased the fuel products, inclusive of Jet A1 fuel, from Oman Refineries & Petrochemicals Company LLC ORPC);

AND WHEREAS the Agreement further provides that the prices set out in Annex E to the Agreement shall remain valid until adjusted as a result of a change in the fuel prices charged to RAFO;

AND WHEREAS the MOD has been informed that upon a directive from the Ministry of Petroleum and Gas (MOPG), commencing retroactively from January 1, 2010, ORPC will be supplying Jet A1 fuel at prices to be notified each month;

AND WHEREAS the MOD will now be purchasing Jet A1 fuel at prices invoiced by the fuel supplier, prices that will be notified each month by ORPC;

AND WHEREAS upon due notification by the MOD, the U.S. DoD has agreed to pay the MOD for the Jet A1 fuel provided by the MOD, at the rate paid by the MOD to the fuel supplier, which will be based on prices that are set by ORPC;

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AND WHEREAS the Parties are now desirous of entering into this Amendment to revise the price of Jet A1/JP8 fuel and the basis for calculation thereof and other administrative changes

IT IS NOW AGREED by and between the Parties that the changes to the Agreement specified below, as well as the additional terms and conditions contained herein, shall be made a part of the Agreement as follows:

1. The Parties hereby recognize that Defense Energy Support (DESC) has been re-named as the Defense Logistics Agency Energy (DLA Energy) and all references to "DESC" in the Agreement shall be replaced with "DLA Energy".
2. The Parties hereby recognize that "DESC-FGI" has been re-named as "DLA Energy - BGI" and all references to DESC-FGI shall be replaced with "DLA Energy - BGI".
3. The Parties hereby recognize that "DESC-RR" has been re-named as "DLA Finance Energy - RR" and all references to "DESC-RR" or "DESC-RRR" shall be replaced with "DLA Finance Energy RR".
4. Replace Article IV, OPERATIONS paragraph 4.2. with the following:

"The Parties shall exchange letters to effectuate minor technical/administrative changes and price adjustments to the Annexes without formal amendments to this Agreement. As mutually agreed, these changes will become a permanent part of this Agreement by incorporating the requirements into the next follow-on amendment."

5. In Article IV OPERATIONS, renumber subparagraph 4.4.2. as 4.4.1.1.
6. In Article IV OPERATIONS, insert the following text immediately after subparagraph 4.4.1.1.:

"4.4.1.2. Turbine Fuel, Oman Refinery Petroleum Company (ORPC), JP8 Specification."

7. In Article IV OPERATIONS, renumber subparagraph 4.4.3. as 4.4.1.3.
8. In Article IV OPERATIONS, renumber subparagraph 4.4.4. as 4.4.1.4.
9. In Article IV OPERATIONS, renumber subparagraph 4.4.5. as 4.4.2.
10. In Article IV OPERATIONS, insert the following text immediately after paragraph 4.6.:

"4.6.1. DLA Energy fuel inventory allocations prepositioned at authorized RAFO Stations specified in this Agreement that are no longer needed to satisfy U.S. DoD requirements shall be removed from the provisions of the Agreement through an exchange of letters and shall be incorporated into the next follow-on amendment to this Agreement in accordance with Article IV OPERATIONS, paragraph 4.2. Disposition of DLA Energy- owned fuel



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shall be accomplished as mutually agreed and administered through an equal value exchange at one of the authorized RAFO stations until zero inventory balance is achieved at vacated stations."

11. In Article IV OPERATIONS, insert the following text immediately after subparagraph 4.6.1.:

"4.6.2. During operations conducted by the U.S. DoD where Jet A1 consumption is anticipated to exceed the approved inventory allocation of DLA Energy prepositioned Jet A1 fuel capability, the U.S. DoD will provide RAFO with an estimated Jet A1 fuel requirement in writing at least two (02) months in advance of the order for RAFO to provide the required excess quantities of fuel. If the U.S. DoD fails to give RAFO such notice, then RAFO is not liable to provide such excess quantities of Jet A1 fuel."

12. Delete Annex A, SEEB STORAGE PROFILE AND INVENTORY REQUIREMENTS in its entirety. Page 11 of the Agreement is retained and marked "ANNEX A -- INTENTIONALLY LEFT BLANK."

13. In Annex B MASIRAH STORAGE PROFILE AND INVENTORY REQUIREMENTS, insert the following text immediately after paragraph B.3.4.:

"B.3.5. Additive Injection. U.S. Forces and/or RAFO are permitted to inject three additives: 1) Fuel System Icing Inhibitor (FSII), 2) Static Dissipater Additive (SDA), and 3) Corrosion Inhibitor (CI) into fuel stocks expected to be used by U.S. Forces. Formal requests shall be provided by the DLA Energy-ME to HQ RAFO 24 hours in advance. The DLA Energy-ME shall provide additives to RAFO and may acquire injection services from RAFO."

14. In Annex E STATEMENT OF PRICES, replace paragraph E.1.1. with the following:

"For petroleum product line items other than Jet A1 or JP8, the current prices shall remain valid until modified as a result of a change in fuel prices charged to the RAFO, and the price paid by the U.S. DoD shall not exceed those paid by the MOD/RAFO to the petroleum supplier. Subsequent changes in such prices must be submitted to DLA Energy-BGI by MOD/RAFO thirty (30) days in advance of the proposed effective date."

15. In Annex E STATEMENT OF PRICES, delete both sections labeled as "E.1.2." and replace with the following.:

"E.1.2. The price of Jet A1/JP8 fuel to be supplied to DLA Energy inventory at RAFO stations (Masirah and Thumrait) within the Sultanate of Oman shall consist of the price per liter of Jet A1 as notified by ORPC, a fixed margin of the contractor price that is determined by location, and an increase to the current monthly Jet A1 price of Omani Rial 0.004 (Omani Baiza 4) per liter to cover injection service costs when providing JP8. Such price shall be subject to variation on a monthly basis. RAFO shall provide DLA Energy the ORPC changes by the 15th day of each month."



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16. In Annex E STATEMENT OF PRICES, insert the following text immediately after paragraph E.1.2.

"E.1.2.1. Any additional transportation costs incurred and charged by the fuel supplier to MOD/RAFO will be charged to the U.S. DoD. Additional transportation costs are cost of truck deliveries from Salalah and Muscat. The additional transportation cost rates for truck deliveries at present are Omani Rial 0.004 (Omani Baiza 4) per liter from Salalah and Omani Rial 0.006 (Omani Baiza 6) per liter from Muscat. In the event the fuel supplier changes the above charges, MOD/RAFO shall submit the new charges and other conditions, if any, for approval of U.S. DoD and supply shall be effected only after U.S. DoD approval."

"E.1.2.2. Retroactive to January 1, 2010, the fixed unit price for Jet A1 aviation fuel at Masirah and Thumrait shall be converted to a variable unit price established in accordance with this Section E.1."

"E.1.2.3. Notification of the monthly price for bulk aviation fuel shall be carried out via an exchange of letters by the Parties in accordance with Article IV, OPERATIONS, paragraph 4.2. of this Agreement."

"E.1.2.4. The MOD shall notify DLA Finance Energy-RR and provide an informational copy to DLA Energy-BGI by the 15th of each month specifying the ORPC price of Jet A1 that applies to current monthly fuel deliveries supporting U.S. Forces at Masirah and Thumrait airbases.

Price notifications shall be forwarded to the physical and/or e-mail addresses listed below:

DLA Finance Energy-RR, Bldg. 1621-K
1014 Billy Mitchell Blvd
San Antonio, TX 78226 USA
Email address: DESCSA.FEA@dla.mil

DLA Energy-Global Support Division
Attn: International Agreements (DLA Energy-BG)
8725 John J. Kingman Road Suite 2828
Fort Belvoir, Virginia 22060 USA
Email address: DLAEnergy.InternationalAgreements@dla.mil

"E.1.2.5. The MOD shall include a cost and pricing matrix which shall include the fixed price supplier margin [overhead] charged by the RAFO fuel supplier above product cost, and each other applicable service cost in accordance with Annex E, Section E.1., by location (Masirah and Thumrait), for the current month. RAFO shall provide a copy of the ORPC monthly posted price for bulk aviation resupply on company letterhead."

17. Revise Annex E.1.3., MASIRAH, Turbine Fuel Item to read as follows:



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<u>LOCATION</u>	<u>ITEM</u>	UNIT PRICE per LITER <u>Oman Rials</u>
1007	Turbine Fuel (Jet A1/JP8)	ORPC Monthly Posted Price

18. Revise Annex E.1.4., THUMRAIT, Turbine Fuel Item to read as follows:

<u>LOCATION</u>	<u>ITEM</u>	UNIT PRICE per LITER <u>Oman Rials</u>
1013	Turbine Fuel (Jet A1/JP8)	ORPC Monthly Posted Price

Delete "NOTE: Prices outlined above to be charged by RAFO for Seeb, Masirah, and Thumrait include transportation to the base."

19. Replace Annex E paragraph E.3. with the following:

"The above prices for ground fuel are valid effective July 1, 2008 for a period of 5 years. New prices may apply after these dates through letter exchange in accordance with Article IV, OPERATIONS, paragraph 4.2. Notice of price changes to be made by RAFO shall include the following statement: "This is to verify that the prices paid by RAFO for petroleum products from its supplier have changed with an effective date of _____. I certify that the prices reflected above are true and correct."

20. Insert new Provision at Annex E, paragraph:

"E.4. If U.S. DoD fails to consume the quantity of Jet A1 fuel ordered during a given period, without a minimum of 14 days prior written notice, and such failure results in valid claims against the MOD by the fuel supplier, the U.S. DoD will reimburse the MOD the amount the MOD is required to pay to the fuel supplier under such claims. However, U.S. DoD will only be liable for such claims if U.S. DoD does not consume at least ninety percent (90%) of the forecasted quarterly requirement during the quarter for which the Jet A1 fuel was ordered."

"E.5. If in any month, ORPC does not vary the price of Jet A1 fuel and the MOD/RAFO does not notify the U.S. DoD of an increase or decrease in the price of Jet A1 fuel to be paid by the MOD, then the price of Jet A1 fuel as specified in the previous price change notification shall be applicable until the next notification. In the event there is a downward adjustment in the price paid to RAFO suppliers and notification is not timely received by the designated U.S. DoD points of contact, the U.S. DoD shall be entitled to make a retroactive adjustment on subsequent invoices. In the event there is an upward adjustment in the price paid by RAFO suppliers and notification is not received by the U.S. DoD for reason not caused by RAFO/MOD, RAFO/MOD shall be entitled to make retroactive adjustment on subsequent invoices."

"E.6. When calculating the price of Jet A1 fuel for the purpose of invoicing, the date upon which the Jet A1 fuel is supplied by the MOD to the U.S. DoD or other U. S. Federal Civilian Agencies at Masirah and Thumrait airbases, shall be the applicable date irrespective



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of the date upon which the said Jet A1 and/or JP8 fuel was actually supplied to the MOD.”

“E. 7. The aforesaid pricing per liter of Jet A1/JP8 fuel shall be effective retroactive to 1 January 2010 and the U.S. DoD shall pay to the MOD any differential due to the MOD for any Jet A1/JP8 fuel supplied by the MOD to the U.S. DoD and U. S. Federal Civilian Agencies at Seeb, Masirah, and Thumrait airbases within the Sultanate of Oman, from the signing date of this amendment retroactive to January 1, 2010.

21. Delete Annex F, Attachment titled “Invoice For Bulk Petroleum and Product Handling Fees” in its entirety and replace with the revised “Invoice for Bulk Petroleum and Product Handling Fees” located on page 7 of this Amendment One.
22. Replace all references to “SP0600-04-Z-2501” with “SP0600-08-Z-2501” throughout the Agreement.
23. The Parties mutually agree in accordance with Article 6.9 of this Agreement to extend the expiration date two (2) years from September 20, 2013 to September 19, 2015. 23. All other provisions of the Agreement remain unchanged. This Amendment One shall remain in force for as long as the Agreement it amends.

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute two (02) counterpart originals of this Amendment on the day and year written below.

FOR THE MINISTRY OF DEFENCE
OF THE SULTANATE OF OMAN



SIGNATURE

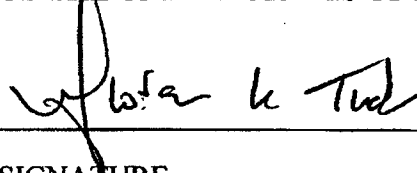
Name:

Air Commodore /
Khalid Bin Mohamed Bin Habib Al Sulaimi
Director General of Purchasing & Contracts

Date: 12/8/2012

Place: _____

FOR THE DEPARTMENT OF DEFENCE
OF THE UNITED STATES OF AMERICA



SIGNATURE

GIOVANNI K. TUCK
Brigadier General, USAF
Commander
Defense Logistics Agency Energy

Date: July 20, 2012
DLA HQ

Place: Fort Belvoir, VA USA



**INVOICE FOR BULK PETROLEUM AND
PRODUCT HANDLING FEES**

(1) DLA Energy Agreement #: SP0600-08-Z-2501 (2) MOD Invoice #: _____ (3) Sequence #: _____
(4) Delivery Period: _____ (5) Date Submitted/Verified by DLA Energy-RR: _____
(6) Date Received by DLA Finance Energy-RR: _____

Bulk Aviation Product					
(8) Location	(9) ALIN	(10) Quantity Liters		(11) Unit Price	(12) Total Authorized by ALIN
(Intentionally left blank)	1001			ORPC Monthly Posted Price	13
Masirah	1007			ORPC Monthly Posted Price	14
Thumrait	1013			ORPC Monthly Posted Price	15
Total Invoiced	OR	16 *		Total Authorized OMR	17*
*Block 16 is the sum of Quantity liters/ Block 17 is the sum of lines 13, 14 and 15.					
Grand Total Amount Invoiced By MOD from block 16	This block not used			Total Payment Authorized By DLA Energy-RR Sum of block 17	OMR 18

By signing this invoice we certify that the services above were received by the U.S. Armed Forces from the MOD, as represented by the RAFO. Defense Finance Accounting Service is authorized to make payment indicated in block eighteen (18) of this invoice in Omani Rials (OR) to the Omani Armed Forces Imprest Account.

Signature & Date of the MOD Official

Signature & Date of the DLA Energy-ME Official



MUHAMMAD HAMOOD KHALAF AL ATHALLI
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NOTES:

- 1) Supporting documentation shall include the ORPC Monthly Posted Price Memorandum, RAFO Treasury Matrix of Cost and Pricing Data (by location), Reuters Petroleum Index (PJAAA00) (Monthly Roll-up), Bulk Petroleum Invoices, DD Form 1898 and RAFO Form 150.
- 2) Service invoices (transportation, overtime, laboratory analysis and testing, port services etc.) shall be submitted to DLA Energy Middle East in accordance with the Fuel Support Agreement (SP0600-08-Z-2501) Annex F.



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AMENDMENT 02

Amendment Two to the Agreement between the Department of Defense of the United States of America as Represented by the Defense Logistics Agency Energy and the Ministry of Defence of the Sultanate of Oman as Represented by the Royal Air Force of Oman Concerning the Provision of Petroleum Products and Related Services.

The following is Amendment Two to the Agreement between the Department of Defense of the United States of America (U.S. DoD) as Represented by the Defense Energy Support Center (DLA Energy) and the Ministry of Defense of the Sultanate of Oman (MOD), as represented by the Royal Air Force of Oman (RAFO), Concerning the Provision of Petroleum Products and Related Services (Agreement), which entered into force on September 19, 2008, as amended on August 8, 2012.

The Oman MOD and the U.S. DoD shall also be referred to individually as the "Party" and collectively as the "Parties" as the context requires.

WHEREAS the Parties have entered into an Agreement concerning the provision of petroleum products and related services, wherein RAFO shall provide petroleum products and related services to the U.S. DoD and U.S. Federal Civilian Agencies at Masirah, and Thumrait airbases within the Sultanate of Oman, for which the U.S. DoD will reimburse RAFO for the support provided;

AND WHEREAS the Parties have entered into Amendment No.1 dated 12th August 2012 (hereinafter referred to as Amendment No. 1) that includes for the regulation of Jet A1 prices in accordance with ORPC International monthly prices.

AND WHEREAS the U.S. DoD now requires petroleum products and related services at Al Musanah Air Base;

IT IS NOW AGREED by and between the Parties that the changes to the Agreement specified below, as well as the additional terms and conditions contained herein, shall be made a part of the Agreement as follows:

1. The Parties hereby recognize that "DLA Energy – BGI", and all references to "DESC-BGI" shall be replaced with "DLA Energy – Bulk Petroleum Supply Chain Services - FESC".
2. Replace Article I, PURPOSE, SCOPE AND APPLICABILITY, paragraph 1.2 with the following:

"Scope and Applicability: The scope of this Agreement applies to petroleum support of U.S. Forces and U.S Federal Civilian Agencies at Al Musanah, Masirah, and Thumrait Air Bases in Oman. U.S. Forces include the Army, Air Force, Navy, and Marines of the U.S. DoD. Product shall be issued to aircraft, vehicles, and ground support equipment used by the U.S. Forces."

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3. Replace Article II, RELATIONSHIP, paragraph 2.2.2 with the following:

"The RAFO and/or its designated agent are the custodian/operator of the facilities at Al Musanah, Masirah, and Thumrait Air Bases for operations under this Agreement".

4. Amend Article III, RESPONSIBILITIES, by adding the following new paragraph 3.1.15. immediately after paragraph 3.1.14 with the following:

"3.1.15. Perform and finance the replacement and maintenance of damaged or unserviceable tanks, pipelines, hydrants, pantographs, equipment, instruments or systems that are used for the provision and use of petroleum products for U.S. Forces at RAFO station Al Musanah in accordance with the proportional share provision of the USCENAF/ RAFO MOU. U.S. DoD may request RAFO's appointed fuel operator for Al Musanah Airbase to perform the tasks specified under this paragraph.

5. Replace Article IV, OPERATIONS, paragraph 4.3 with the following:

"U.S. DoD or its designated agent, shall be responsible for funding its proportional share of maintenance, storage, distribution facilities, and tank cleaning at the RAFO stations Al Musanah, Masirah, Thumrait. MOD/RAFO shall be responsible for providing the utilities to operate the facilities described in Annex A, B and C.

6. Replace Article IV, OPERATIONS, paragraph 4.3.2. with the following:

"Normal operating hours are listed below. Any requirements to operate outside normal duty hours or for additional services/ transportation, as required, shall be approved by DLA Energy in advance of the requirement.

Al Musanah: 0700-1900

Masirah: 0600-2100

Thumrait: 0600-1800

7. Replace Annex A, currently titled "INTENTIONALLY LEFT BLANK" with "ANNEX A – AL MUSANAH STORAGE PROFILE AND INVENTORY REQUIREMENTS" and shall be inserted at the beginning of page 11 of this Agreement
8. In Annex A, insert the following text immediately after the Title: "ANNEX A – AL MUSANAH STORAGE PROFILE AND INVENTORY".

A.1. Facility Description.

A.1.1. Turbine Fuel: Turbine Fuel: Two each 3,331,163 liter cut and cover, bulk storage tanks with inter-connecting pipelines, pump/filter station, off-loading headers, fill stands and waste collection tanks. Total storage capacity: 6,662,326 liters (1,760,000 U.S. gallons).

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A.2. Resupply Method.

A.2.1. Tank Truck.

A.3. Fuel Inventory Requirements: The following fuel inventory levels are allocated for U.S. DoD use. To the extent possible, the U.S. DoD desires maintaining tanks at full capacity.

A.3.1. Turbine Fuel: (Two) 3,331,163 liter (880,000 U.S. gallons) tanks.

A.3.1.1. After petroleum system commissioning and acceptance by appropriate U.S. DoD representatives, the Parties shall jointly verify the fuel inventory quantity as of the date of commissioning and mutually agree via exchange of letters detailing the exact quantity of DLA Energy owned petroleum products.

A.3.1.2. In the event Al Musanah operations terminate and the Airbase is vacated by U.S. Forces, the quantity of fuel remaining in the tanks shall be jointly verified by the Parties through a fuel inventory. The joint inventory shall be accomplished within 30 days of the "notice to vacate". DLA Energy shall be credited back or monetarily reimbursed for the quantity of fuel ascertained at such inventory. Reimbursement by RAFO shall be at a gallon for gallon equal value exchange at a mutually agreed upon location in Oman and/or reimbursed monetarily at the current International market replacement cost.

A.4. Additive Injection. U.S. Forces and/or RAFO are permitted to inject three additives: 1) Fuel System Icing Inhibitor (FSII), 2) Static Dissipater Additive (SDA) and 3) Corrosion Inhibitor (CI) into U.S. DoD fuel stocks expected to be used by U.S. Forces. Formal requests shall be provided by the DLA Energy-ME to HQ RAFO 72 hours in advance. The DLA Energy-ME shall provide additives to RAFO and may acquire injection services thru RAFO's appointed fuel contractor at Al Musanah.

A.5. Operational Requirements:

A.5.1. U.S. Forces shall provide RAFO with 7 days advance notice when requesting Into-plane fuel support for transient aircraft outside of the core hours of operation identified in paragraph 4.3.2.

A.5.2. RAFO shall provide Into-plane refueling support to authorized U.S. Forces aircraft as specified in Paragraph 1.2. Routine refueling/defueling requests within the core hours of operation shall be accommodated within a 30 minute response time.

A.5.2.1. In the event the 30 minute response time cannot be met, RAFO shall notify the U.S. Forces when the earliest available refueling/defueling support will occur.

A.5.3. Requests for fuel support shall be submitted in writing by hand delivery, fax or email.

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9. Replace ANNEX E, paragraphs E.1.2. and E.1.5. with the following:

"E.1.2. The price of Jet A1/JP8 fuel to be supplied to DLA Energy inventory at RAFO stations (Masirah, Thumrait and Al Musanah) within the Sultanate of Oman shall consist of the price per liter of Jet A1 as notified by ORPC and a fixed margin of the contractor price for transportation that is determined by location. Any additional charges must be pre-approved in advance by exchange of letters between the Parties. The ORPC product price shall be subject to variation on a monthly basis. RAFO shall provide DLA Energy the ORPC changes by the 15th day of each month."

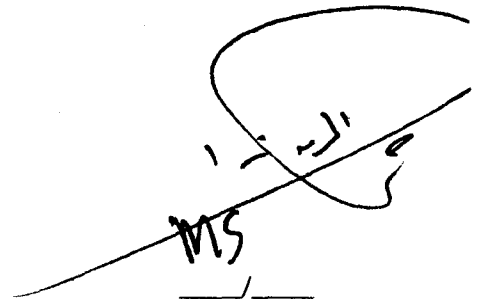
"E.1.5. AL MUSANAH"

<u>LOCATION</u>	<u>ITEM</u>	<u>UNIT PRICE Per LITER</u> <u>Oman Rials</u>
1019	Turbine Fuel (Jet A1)	ORPC Monthly Posted Price
1020	Services	Per certified invoice
1021	Gasoline	TBD
1022	Diesel	TBD
1023	Laboratory Services	Per certified invoice
1024	Overtime	Per certified invoice

10. All other provisions of the Agreement remain unchanged. Amendment Two shall remain in force for as long as the Agreement it amends.

11. In accordance with paragraph 6.9 of the Agreement, Amendment Two shall enter into force upon the last signature of the Parties.

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AMENDMENT 02

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute two (2) counterpart originals of this Amendment Two on the day and year written below.

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA**

**FOR THE MINISTRY OF DEFENCE
OF THE SULTANATE OF OMAN**




SIGNATURE

GIOVANNI K. TUCK
Brigadier General, USAF
Commander
Defense Logistics Agency Energy

Date: 1/9/14

Place: Fort Belvoir, VA



SIGNATURE

Hamdan Ali Nasser Al-Hinai
Director of Contracts and Legal Affairs
Ministry of Defence of the Sultanate of
Oman

Date: 11-02-2014

Place: OCLA