



SETIMROYAL
CONSTRUCTION COMPANY INC

Kuala Lumpur - Malaysia.

LETTER OF CONSENT TO THE BOARD OF DIRECTORS OF PETRONAS OIL COMPANY

TO WHOM IT MAY CONCERN:

I, Donald A. Setimi, President and CEO of Setim Royal Construction Inc, do hereby give my notarized consent to the Petroliam Nasional Berhad (PETRONAS) contract board, that Thomas A. Wellborn of Astra Energy, LLC, will partner/ subcontract with Setim Royal Construction Inc, for the Supply and Installation of Hi-Tec CDU Mini-refinery on PETRONAS storage plant site located at Labuan Miri district,

That PETRONAS contract board shall pay full recognition to my subcontractor (Thomas A. Wellborn of Astra Energy, LLC) in cases of my absence. That the subcontractor herein stated is not a novice in my field of expertise, so therefore the subcontractor which I present to the PETRONAS contract board, shall be given equal rights and privilege to perform all modalities in executing contract terms to PETRONAS satisfaction.

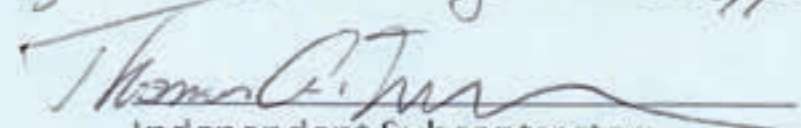
During my stay in Malaysia and attendance of all PETRONAS board meetings, the subcontractor herein stated shall be represented by the named legal adviser Mr. Henry Lee, an Attorney at Law and practicing with Prime Law Firm, Malaysia.

During my stay in Malaysia and attendance of all PETRONAS board of directors meetings, my subcontractor will be represented by my private litigator/financial adviser Mr. Henry Lee an Attorney and Solicitor at Law practicing with Prime Law Firm, Malaysia.

I, Mr. Donald Setimi wrote this Letter of Consent this: 31st day of March 2011 under clear consciousness and I'm fully aware of its legal procedures and consequences to the very best of my knowledge.


Prime Contractor
Setimroyal Construction Company Inc.



Subject to Astra Energy Board Approval

Independent Subcontractor:
Astra Energy, LLC


Federal High Court of Malaysia's Notary officer
Sign: _____
Mrs. Haliyah Binti Jumaih



PETROLIAM NASIONAL BERHAD

(Incorporated in Malaysia)

PETRONAS Twin Towers, Kuala Lumpur City Centre
50088, Kuala Lumpur - Malaysia



April 6, 2011

*Setim Royal Construction Inc & Astra Energy, LLC
Level 40, Tower 2,
PETRONAS Twin Towers,
Kuala Lumpur City Centre
50088, Kuala Lumpur
Office: +603 2168 4469, Fax: +603 2168 4201*

OBJECT: LETTER OF NOTICE FOR PROJECT OPENING

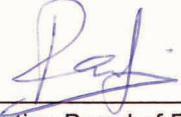
Dear Management of Setim Royal Inc/ Astra Energy, LLC,

The PETRONAS contract awarding board officially notifies you that your submitted proposal for the upcoming contract project which is the supply and installation of Hi-Tec CDU on PETRONAS storage plant site located at Labuan Miri district has been approved. Therefore below is a list of PETRONAS contractor's category and insurance bond, in order for contractors to know the category which their firm falls in place.

- 1.) Category "A" Contractor: receives mobilization funds ranging from \$1 Million to \$10 Million and must have ("availability of an insurance bond of a minimum of \$10,000 in JV partnership account before release of funds from PETRONAS")
- 2.) Category "B" Contractor: receives mobilization funds ranging from \$10 Million to \$25 and must have ("availability of an insurance bond of a minimum of \$25,000 in JV partnership account before release of funds from PETRONAS")
- 3.) Category "C" Contractor: receives mobilization funds ranging from \$25 Million to \$50 Million and must have ("availability of an insurance bond of a minimum of \$50,000 in JV partnership account before release of funds from PETRONAS")
- 4.) Category "D" Contractor: receives mobilization funds ranging from \$50 Million to \$100 Million and must have ("availability of an insurance bond of a minimum of \$100,000 in JV partnership account before release of funds from PETRONAS")

So therefore, the Setim Royal Inc and Astra Energy, LLC falls into category "D" and the PETRONAS contract board will oblige to ONLY release the initial mobilization funds in the sum of \$75,000,000 into their "JV" partnership bank account opened at a reputable financial institution situated in Malaysia.

Thank you for your modest co-operation. If you require any further additional information please communicate with the spokesperson of our contract resolution board.
We are proud to be an equal opportunity employer.

Sincerely, 
Contract Resolution Board of PETRONAS
Public Spokesperson

PETRONAS Contract Board



10th Ave, Sunway Damansara
Selangor, Malaysia

POWER OF ATTORNEY

This Limited Power of Attorney (the "Agreement") is made and effective 31st of March, 2011,

BETWEEN: **Mr. Henry Lee** (the "Attorney"), solicitor at law and senior associate with Prime Law Firm

AND: **Mr. Thomas A. Wellborn** (the "Client"), President of Astra Energy, LLC, a corporation organized and existing under the laws of the United States of America, with its head office located at: Denver – Colorado (U.S.A)

RECITALS

KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. GENERAL GRANT OF POWER

To exercise or perform any act, power, duty, right or obligation whatsoever that Client now has or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by Client, including, without limitation, the following specifically enumerated powers. Client grants to Attorney full power and authority to do everything necessary in exercising any of the powers granted here as fully as Client might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here.

2. COLLECTION POWERS

To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, Client or in which Client has or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in Client's name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for Client, on its behalf, and in its name, all endorsements, releases, receipts, or other sufficient discharges for the same.

3. CONTRACT POWERS

To make, do, and transact every kind of business of whatever nature, and also for Client and in its name, and as its act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents

and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as Client might do if done in its own capacity.

4. BANKING POWERS

To make, draw, sign in Client's name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution, for any purpose which Attorney may think necessary, advisable or proper; and to endorse and negotiate in its name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution; and to carry on all its ordinary banking business.

5. RESTRICTIONS ON ATTORNEY'S POWERS

- a. Attorney cannot execute a will or codicil on Client's behalf.
- b. Attorney cannot execute any trust on Client's behalf; however, Attorney can enter into a custodial agreement with a bank with trust powers.
- c. Attorney cannot divert Client's assets to itself, its creditors or its estate.
- d. Attorney shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring Attorney's life, owned by Client.
- e. Attorney is a fiduciary, possessing no general or limited power of appointment.

6. DISABILITY OF PRINCIPAL


This power of attorney shall not be affected by Client's disability. The authority of Attorney shall be exercisable notwithstanding Client's later disability or incapacity or later uncertainty as to whether Client is alive. Any act done by Attorney during any period of Client's disability or incompetency or during any period of uncertainty as to whether Client is alive shall have the same effect as though Client was alive, competent and not disabled, and shall inure to the benefit of and bind Client, its heirs, devisees and personal representatives.

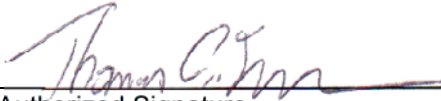
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature 
Date  Authorized Sign




Authorized Signature

Barrister Henry Lee

Mr. Thomas A. Wellborn, of Astra Energy, LLC

ACKNOWLEDGMENT

State of [KUALA LUMPUR]

County of [MALAYSIA]

On [04/04/2011] before me, [HALIYAH BINTI JUMAIH] notary, personally appeared [THOMAS A. WELLBORN], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness its hand and official seal.

Signature _____

Notary



Date: 31 – 03 – 2011

CONTRACTOR AGREEMENT WITH SUBCONTRACTOR

This Agreement (the “Agreement between Contractor & Subcontractor”) is made and effective on this date 31st of March, 2011

BETWEEN: Mr. Donald A. Setimi (the “Contractor”), the President and General Counsel of Setim Royal Construction Inc,

AND: Mr. Thomas A. Wellborn (“Independent Subcontractor”), President & CEO Astra Energy, LLC

WHEREAS Contractor and Subcontractor has entered into, or will hereafter enter into, a general construction project, for the supply and installation of Hi-Tec Crude Oil Distillation Unit (CDU) on PETRONAS mini-refineries storage plants, henceforth the Main Contractor (Setim Royal Construction Inc), will perform in accordance with various contract documents and specifications certain work prepared by THE CLIENT, henceforth “Contractor & Subcontractor”, will furnish labor, materials, supplies, labor goods required to construct the following named and described construction project:

Henceforth, the supply and installation of Hi-Tec Crude Distillation Unit (CDU) Refinery, on the PETRONAS storage plant site located at PETRONAS **Miri** offshore facilities, and

WHEREAS (“the Contractor”) desires to partner with (“the Subcontractor”) in this lucrative joint venture mutual business and to perform certain contract work in accordance with various contract documents and specifications for the Project;

NOW THEREFORE Contractor and Subcontractor agree as follows:

1. SUBCONTRACTOR PRICE

In consideration of Subcontractor’s performance of this Subcontract, and at the times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor 40% of the total net profit upon completion and receipt of balance of Contracted fee funds from PETRONAS contract board, hereinafter “subcontract price.” subcontract price is dependent upon completion of the project and verification as required by PETRONAS. Should said conditions not be met, the agreed percentage amount shall be modified accordingly.

2. SPECIAL CONDITIONS

The Special Conditions to Subcontractor are incorporated in this Subcontractor’s Agreement as though fully set forth herein. Subcontractor hereby acknowledges receipt of the Special Conditions.

3. COMMUNICATION AND NOTICE

a. All communications between Subcontractor and PETRONAS Oil Company (the General Contractor) shall be via Contractor. Such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as Client might do if done in its own capacity.

b. Contractor shall furnish subcontractor with periodic progress reports as required by subcontractor, including status of material, equipment, manpower and submittal.

c. Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its superintendent is notified, either orally or in writing, within 7 days after written notice is sent by registered or certified mail addressed to subcontractor's last known place of business, whichever is sooner.

4. GOVERNING LAW AND RULES OF CONSTRUCTION

a. The validity, interpretation, and performance of this Agreement between the Contractor & Subcontractor shall be governed by the laws of the jurisdiction where the project is located in Malaysia.

b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. these articles have the full force and effect as if no titles existed.

c. If any term or provision of this agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this agreement.

d. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

5. AMENDMENT

This Agreement shall only be amended or modified by written document executed by authorized representatives of contractor and subcontractor. This Agreement supersedes all prior representations made by Contractor or Subcontractor.

6. ARBITRATION

Any and all disputes or claims between the Contractor and the Subcontractor arising out of this agreement will be to the maximum extent possible resolved amicably and reasonably. however, should any issue be unresolved in this manner, then either party may make by submission of the same to Mr. Henry Lee an attorney at law practicing with the prime law firm, for resolution by binding arbitration according to Malaysian's Rules of Arbitration, alternatively consider using the court by judge. in so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Sign and Seal:



CONTRACTOR

SUBCONTRACTOR



Subject to Approval of APCA's
Board of Directors
Thomas A. Wellborn

SETIMROYAL CONSTRUCTION INC

MR. THOMAS A. WELLBORN



High Court Of Malaysia

Kompleks Mahkamah Jalan Duta
Kuala Lumpur, Malaysia



Date : 30 / 03 / 2011

DEED OF PARTNERSHIP AGREEMENT

THIS DEEDS of Partnership Agreement is made at The Federal High Court of Malaysia on this 30th of March, 2011, between Setim Royal Construction Inc, as the Prime Contractor of the ONE PART and Astra Energy, LLC, as the Domestic Subcontractor of the SECOND PART.

WHEREAS both parties hereto are carrying on this Joint Venture contract business awarded from Petroliam Nasional Berhad (PETRONAS) in the sum of One Hundred and Fifty Million US Dollars (\$150,000,000) under the incorporated name of Setim Royal Construction Inc ("Prime Contractor") and Mr. Thomas A. Wellborn ("Independent Subcontractor") being agreed upon the terms and conditions contained in Deeds of partnership dated above;

AND WHEREAS paragraph one of said partnership deeds provides the room for Mr. Thomas A. Wellborn ("the Independent Subcontractor") can continue to perform business with others and will continue to do so; as they are known to conduct businesses already but will ensure utmost priority to work with Setim Royal Construction Inc. ("Prime Contractor") and devote their time and efforts to the accomplishment of this Joint Venture for a successful project execution;

AND WHEREAS Setim Royal Construction Inc, the Prime Contractor and one of the partners mentioned above, Oil Contract project proposal has been approved by the Petroliam Nasional Berhad (PETRONAS) for the Supply/Installation of Hi-Tec Crude Distillation Unit and the Grassroots Design of Heat Exchange Networks (HENs) on their Miri offshore storage plant site which shall be completed within a given time line and the said Prime Contractor will have to reside in Malaysia as the Project Director for a duration the project will be executed;

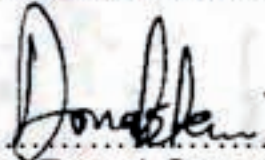
AND WHEREAS the said Subcontractor have agreed to partner with the above mentioned Prime Contractor, and the partnership Deeds shall remain valid in the manner and to the extent hereinafter appearing:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This Deed is supplemental to the Deeds of Partnership dated 30th of March, 2011 and made between the both parties.
2. During and upon completion of the said Contract project, the Prime Contractor "Setim Royal Construction Inc" shall retain its position as Project Director therefore giving surety to the PETRONAS that the project will be accomplished, and he shall be entitled to only 60% of the "JV" net profit to which he is entitled under the Deeds of Partnership and the remaining 40% of "JV" net profit shall be given to the Independent Subcontractor as a balance of net profit share to which this deed of partnership decree. UNLESS an unforeseen expense arises during contract execution in which the PETRONAS shall make up any shortfall before splitting net profit percentage with Subcontractor. In addition, any event of excess after balance of net profit shall be shared amongst both parties in equal proportion.
3. The Prime Contractor ("Setim Royal Construction Inc") and Independent Subcontractor ("Mr. Thomas A. Wellborn") shall on regular occasions withdraw funds from their new Joint Venture account deemed to be opened in their respective names to cover all expenditures and costs in full for the execution of the contract to complete the project until PETRONAS has released the final contract payment, as this will be costs attributed to project cost and any further withdrawal on the "JV" account for any expenditure which will facilitate the execution of the contract and will not reduce individual percentage share of the "JV" net profit.
4. The initial pre-payment of Contract funds in the sum of Seventy Five Million US Dollars (\$75,000,000) that will be released by the Petroliam Nasional Berhad (PETRONAS) shall be deposited into the opened "JV" account for purchase of necessary equipments and machineries from liable Equipment Vendors before passing merchandise unto the possession of "Prime Contractor" mentioned above for the execution of contract project, for this is done as a leverage against any partnership advances received by the "Prime Contractor" by any external entity to go into "JV" for the said Contract project.
5. The terms and conditions of this Deeds of Partnership dated 30th of March, 2011 shall except in so far be the same unless agreeably modified by both parties, continue in full force and effect.

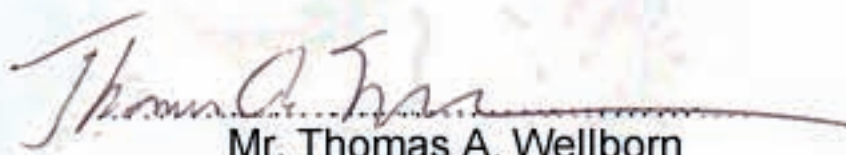
IN WITNESS WHEREOF the parties hereto have hereunto put and subscribed their respective signatories the day and year first hereinabove written.

Signed and delivered;



.....
Setim Royal Construction Inc.



Signed and delivered;


.....
Mr. Thomas A. Wellborn
Astra Energy, LLC

WITNESSED BY Mr. Henry Lee; an Attorney at law and Senior Advocate with Prime Law Firm,

PRIME LAW FIRM MALAYSIA
signed;  Date: 30 / 03 / 2011
Authorized signature

