

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
PLESSEN ENTERPRISES, INC.**

**To: Waleed Hamed, Director
Fathi Yusuf, Director
Mohammad Hamed, Director**

Notice is hereby given that the President of Plessen Enterprises, Inc., Mohammad Hamed, has called a Special Meeting of the Board of Directors of Plessen Enterprises, Inc. pursuant to Section 2.6 of the corporate By-Laws to be held at 10:00 AM on April 30, 2014, at the Office at Plaza Extra East located at the United Shopping Plaza, located at 4C & D Sion Farm, St. Croix, USVI, to discuss the following new business:

- 1) Ratification of the past withdrawal of funds in May of 2013 by Waleed Hamed in the amount of \$460,000 as dividends of the corporation;**
- 2) Approval of a lease for KAC357, Inc. (copy attached) for the rental of the building and adjoining improvements located at the corporation's property located at 14 Estate Plessen, St. Croix, where the current Plaza Extra Supermarket is located.**

SPECIAL NOTICE: Pursuant to subsection (e) of the ELEVENTH section of the Articles of Incorporation, it should be noted that Waleed Hamed, a director in Plessen Enterprises, Inc., has disclosed (and hereby further discloses to the entire Board) that he has a financial interest in KAC357, Inc. as a 33.33% shareholder in said company and may act as an officer and/or director in the company in the future;

- 3) Retention of counsel, Jeffrey Moorhead, to represent the corporation in the pending litigation filed against Plessen Enterprises, Inc. by (1) United Corporation and Fathi Yusuf, Case No. STX-12-CV-370, and (2) the lawsuit naming Plessen Enterprises, Inc. as a party defendant in *Yusuf Yusuf v. Waleed Hamed et al.*, Case No. SX-13-CV-120.**


- 4) The approval of the issuance of additional dividends up to \$200,000 from the company's bank account to the shareholders.
- 5) The removal of ~~Fathi~~ Fathi Yusuf as the Registered Agent of the corporation and the appointment of Jeffrey Moorhead as the new Registered Agent.

As permitted by the by-laws, any of the three Directors may attend the meeting by telephone by calling the conference call in number that has been set up as follows:

Conference Number: 1 (862) 902-0250

Access Code: 831230 #

Dated: April 28, 2014



Mohammad Hamed, President
Plessen Enterprises, Inc.

COMMERCIAL LEASE AGREEMENT

**Plessen Enterprises, Inc.
(Landlord)**

and

**KAC357, INC.
(Tenant)**

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COMMERCIAL LEASE

This LEASE is made effective April 29, 2014, by and between **Plessen Enterprises, Inc.**, (herein "Landlord") and **KAC357, Inc.** of (herein "Tenant") (sometimes hereinafter individually referred to as a "Party" or collectively referred to as the "Parties").

WITNESSETH

1.0 **PREMISES.** In consideration of the rents to be paid and the covenants and agreements to be performed by the Parties, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord the following described property:

The portion of Parcel No. 14 Estate Plessen where the existing Plaza Extra West Supermarket is located, including the building, all parking areas, ingress and egress access driveways, sufficient land to maintain the outer portions of the building (25 feet from the sides of the building as noted in the attached drawing) and all loading areas as used for the existing building, as depicted on the plot map and Google Earth map attached as **Group Exhibit A**. Additionally, all areas used for utility lines of any kind whatsoever to service the existing building shall be included in the lease,

together with all the buildings and improvements thereon (which buildings and improvements and any additions, alterations or improvements thereto after the commencement of the Term are collectively the "Improvements") all of which are collectively sometimes referred to as the "Premises." Tenant acknowledges that Tenant has examined the Premises, and knows the condition thereof, and no representations as to the condition or state of repairs thereof have been made by Landlord or its agents that are not set forth in this Lease. Tenant is leasing the Premises "AS IS", "WHERE IS", WITH ALL FAULTS AND DEFECTS WHETHER LATENT OR APPARENT. Tenant acknowledges and agrees that, except as may be specifically set forth in this Lease, Landlord (and/or any employee or agent of Landlord) has not made and does not make, and Landlord specifically disclaims, any representations, warranties, promises, guarantees, covenants, or agreements of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the Premises. Tenant acknowledges that Tenant is relying solely on Tenant's own inspection, examination, research, tests, investigation and other acts of due diligence concerning the Property and not on any information provided or to be provided by Landlord. Tenant's occupancy of the Premises acknowledges Tenant's acceptance of the Premises in their present condition.

The parties agree to have a surveyor create a new plot map at the Tenant's expense as expeditiously as possible after the commencement of this Lease. If the Government requires additional land to be used to create this plot, the Landlord will agree to increase the size of this plot so long as Tenant pays additional rent to cover the value of the increased size of the Lease Premises, based on the required square footage, to be negotiated by the Parties and be added to the annual base rent. Once this map is completed, the parties will record a new Memorandum of Lease to reflect this new plot.

2.0 **TERM, RENT AND SECURITY DEPOSIT:**

2.1 Term: The term of this Lease is 10 years ("Term"). The Term is further subject to the renewal options set forth herein.

2.2 Lease Year: The Lease Year is defined as starting on the first day of the first full month after the lease begins.

2.3 Rent:

2.3.1 Initial Annual Rent: Tenant shall pay Landlord an initial Annual Rent hereunder in the amount of \$660,000 per year, payable in twelve (12) equal monthly installments each in the amount of \$55,000 due on the first (1st) day of each month during the term hereof, without demand, deduction, or offset (the "Monthly Rent"), as well as an additional \$50,000 per annum for use of the sewer servicing the building (payable on June 1st of each Lease Year).

2.3.2 Adjustment of Annual Rent: The Annual Rent shall be adjusted at the beginning of each calendar year starting in 2016, commencing on January 1, 2016, by the application of the following CPI Adjustment calculation. The basic index figure for the purposes hereof shall be the Consumer Price Index-U U.S. All Items (1982-1984 = 100) as determined by the U.S. Department of Labor, Bureau of Statistics figure for November 2015. If the corresponding index figure for November, 2015 and for each November during term of this Lease shall exceed the said basic index figure for November 2015, then the minimum annual rental for the lease year commencing January 1, 2016 and similarly for each Lease Year thereafter shall be increased to an amount arrived at by multiplying the Initial Annual Rent by a fraction, of which the numerator shall be the index figure for the month of November preceding such Lease Year, and the denominator shall be the index figure for the month of November 2015.

2.3.3 Payment of Adjusted Rent: The Adjusted Annual Rent so obtained shall be payable by Tenant to Landlord in twelve monthly installments as nearly equal as may be, commencing on each annual year after the first Lease Year.

2.3.4 Commencement of Possession and Payment of Rent: The Parties recognize that there is currently a partnership between Fathi Yusuf and Mohammad Hamed operating a grocery business in the Demised Premises. The Tenant shall not be granted possession of the Premises so long as this partnership is in possession of the Premises. Likewise, rent shall not be due until the Tenant has possession of the Premises.

2.4. Security Deposit. Tenant shall pay to Landlord a security deposit in the amount of \$55,000 (the "Security Deposit") upon receipt of possession of the premises. At the termination of this Lease, for whatever reason, the Security Deposit will be returned to Tenant, less any deductions for unpaid rent, damages to the Premises (ordinary wear and tear excepted) costs and any other expenses incurred by the Tenant that the Landlord is required to pay. The Security Deposit may not be used as last month's rent. Landlord shall have thirty (30) days from the termination of the Lease to assess any damages or other causes for deduction from the Security

Deposit and said deductions shall be made within said thirty (30) days. No interest shall be paid by the Landlord on the Security Deposit and, Landlord is free to co-mingle and otherwise use the Security Deposit during the term of the Lease.

2.5 Renewal Options: Provided that the Lessee has not been found by a tribunal or arbitrator (as contemplated in ¶30 of this lease) to be in material default of any of Tenant's obligations hereunder, Lessee may elect to renew this lease for a term of ten (10) years for the first option period and another 10 years thereafter for the second option period. In order to exercise said renewal option, Lessee shall give Lessor written notice of Lessee's intention to renew no later than 3 months prior to the expiration of the current lease period that it has exercised said option. In the event that the renewal option is exercised, Lessee shall pay rental to the Lessor during any option period pursuant to ¶2.0 above and the definition of a 'Lease Year' shall not change. All terms and conditions of this Lease shall remain in full effect during the First Renewal Term.

3.0 USE: It is understood and agreed between the Parties that the Premises shall be used and occupied for any commercial purpose, including but not limited to, a supermarket.

4.0 ASSIGNMENT, SUBLEASE, OTHER TRANSFER OF INTEREST: The Premises may be sublet, assigned or otherwise transferred. However, no subletting, assigning or other transfer of interest as set forth above shall relieve Tenant of Tenant's obligations hereunder absent the Landlord's written consent, which consent shall not be unreasonably withheld. The term "sublet" shall be deemed to include but not limited to the granting of licenses, concessions and any other rights of occupancy for any portion of the Premises.

5.0 UTILITIES: Tenant shall initiate, contract for and obtain in the Tenant's name all utility services required for the Premises, including electricity, water and telephone, exterminating and garbage removal services and Tenant shall pay all charges for these services as such charges become due. Tenant hereby indemnifies Landlord and holds Landlord harmless from any and all claims for the payment for said utilities. Tenant shall pay for all meters and installations necessary.

6.0 INSOLVENCY OF TENANT: Tenant agree that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in such event this Lease may be canceled at the option of Landlord.

7.0 SUBORDINATION AND ESTOPPEL CERTIFICATE

7.1 Subordination: This Lease is subject and subordinate to any encumbrance that may now or hereafter encumber the Landlord's interest in the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, Tenant shall within ten (10) days of Landlord's request, execute, acknowledge and deliver to Landlord any appropriate certificate or instrument

that Landlord may request evidencing such subordination. Tenant hereby constitutes and appoints Landlord as the Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of Tenant. In the event of the enforcement by the holder of any such mortgage or encumbrance of the remedies provided for by law or by such mortgage or encumbrance, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease, provided, however, that such successor in interest shall not be bound by (a) any payment of rent or Additional Rent for more than one (1) month in advance except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease or (b) any amendment or modification of this Lease made at a time that such holder or such successor in interest had an interest in Premises without the written consent of such holder or such successor in interest. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein provided for. Notwithstanding the forgoing, the Tenant's obligation to subordinate the Tenant's interest in the Premises to any mortgage(s) hereafter placed upon Landlord's interest in the Premises is conditioned on such mortgagee(s) executing and delivering a non-disturbance agreement which shall provide that in the event of foreclosure of the mortgage(s), Tenant shall be permitted to remain in occupancy of the Premises subject to the terms of this Lease, as limited hereby, unless or until the Tenant is in default hereunder.

7.2 Estoppel Certificate: At any time during the term of this Lease, Tenant shall, within ten (10) days of the request by Landlord, execute, acknowledge and deliver to Landlord, any mortgagee, prospective mortgagee, or any prospective purchaser of the Premises, an estoppel certificate in recordable form or in such other form as Landlord may from time to time require, evidencing whether (a) this Lease is in full force and effect; (b) this Lease has been amended in any way; (c) Tenant has accepted and is occupying the Premises; (d) there are any existing defaults on the part of Landlord hereunder or any defenses or setoffs against the enforcement of this Lease to the knowledge of Tenant (and specifying the nature of any such defaults, defenses or offsets, if any); (e) the date to which rents and other amounts due hereunder, if any, have been paid; and (f) any other information as may be reasonably requested by Landlord. Each certificate delivered pursuant to this Paragraph may be relied upon by Landlord or any other party to whom the certificate is addressed.

8.0 QUIET ENJOYMENT: Upon payment by Tenant of the rents herein provided, and upon the observance of all of the covenants, terms and conditions on the Tenant's part to be observed and performed, the Tenant shall peaceably and quietly enjoy the Premises for the term hereof without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms of this Lease.

9.0 IMPROVEMENTS.

9.1 Approvals. Any alterations, additions or improvements to the Premises by Tenant shall be done in accordance with all requirements and local regulations. If Landlord's consent is needed for any government approval for any additions or improvements to the Premises, Tenant must present Landlord with all plans and specifications to obtain such approval of Landlord,

which approval shall not be unreasonably withheld. Tenant shall provide Landlord with copies of all such approvals upon request by the Landlord.

9.2 Construction or Other Liens: LANDLORD OR ITS PROPERTY SHALL NOT BE LIABLE FOR CONSTRUCTION LIENS, MATERIALMEN'S LIENS, OR MECHANICS LIENS and the approval of any alterations, additions or improvements shall not be deemed consent the imposition of any such liens. Tenant shall neither cause nor permit any lien to be placed or filed against the Premises. Any mechanics' lien, construction lien or materialmen's lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to Tenant, shall be discharged or bonded over by Tenant within ten (10) days thereafter, at Tenant's expense. Tenant shall make no contract or agreement for the construction, alteration, or repairing of any portion of or improvement on the Premises that shall call for the payment of more than One Thousand Dollars (\$1,000.00) for the purchase of material to be used and labor to be performed in and about the construction, alteration, or repair to be made, unless such contract or agreement is in writing, contains an express waiver by such contractor of any and all claims for mechanic's, construction or materialmen's liens against the Premises and a copy of which is delivered to Landlord prior to the commencement of any work thereunder. Nothing herein shall be construed as permitting any mechanic's, construction or materialmen's liens against the Premises stemming from contracts in an amount less than \$1,000.00.

9.3 Improvements Landlord's Property: All alterations, additions and improvements on or in the Premises at the commencement of the term and that may be erected or installed during the term, shall become part of the Premises and the sole property of Landlord, except that all movable trade fixtures installed by Tenant shall be and remain the property of Tenant. Movable trade fixtures shall not include any portion of any building, structure or slab erected or placed on the Premises.

9.4 Landlord's Election: Notwithstanding anything herein to the contrary, at the termination of this Lease, for any reason, Landlord may require the Tenant to remove any or all alterations, installations, additions or improvements made by Tenant upon the Premises and, in such event, Tenant shall remove such selected alterations, installations, additions or improvements and Tenant shall restore the Premises to the original condition, at Tenant's own cost and expense.

10.0 REPAIRS AND MAINTENANCE:

10.1 All Maintenance and Repair Tenant's Responsibility: Tenant shall be responsible for the repair and maintenance of all Improvements during the Term. By way of example and not in limitation, during the Term: Tenant shall maintain the structural, roof and exterior portions of the Improvements in good repair and safe condition; Tenant shall also maintain all interior and exterior mechanical, electrical, plumbing, HVAC and drainage systems in good repair and safe condition; Tenant shall install and maintain suitable and appropriate landscaping on the Premises; Tenant shall keep the Premises well painted; Tenant shall maintain the yard, driveways and parking areas on the Premises in good repair and safe condition which maintenance and repair shall include but not be limited to the removal from the Premises and proper disposal of all papers, debris, filth and refuse, when reasonably necessary; and Tenant shall maintain the

Premises in a clean, neat, sightly and safe condition. Tenant shall fulfill its obligations under this Section 10.1 so that during the Term the Premises are maintained in a condition suitable and appropriate for first class retail stores. Tenant shall comply with all and any duly authorized requirements of government authorities applicable to the Premises.

10.2 Landlord Has No Maintenance and Repair Responsibilities: Pursuant to ¶10.1, the Landlord has delegated to the Tenant and the Tenant as assumed all repair and maintenance obligations concerning the Premises and the Tenant alone is responsible for making sure the Premises conform to all applicable building codes and health, safety and accessibility standards.

10.3 Landlords' Option to Repair: If Tenant fails to maintain the Premises in good repair and safe condition as set forth herein or fails to make necessary repairs within thirty (30) days after receiving notice of such need, same may be made by Landlord at the expense of Tenant and collectible as Additional Rent or otherwise and shall be paid by Tenant to the Landlord within five (5) days after rendition of a bill or statement thereof. There shall be no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord making any repairs in or to the Premises. Nothing herein shall be construed as requiring the Landlord to any repairs to the Premises.

11.0 CONDEMNATION: If the whole or any part of the Premises shall be acquired or condemned for any public or quasi-public use or purpose then, at the option of Landlord, the term of this Lease shall cease and terminate from the date of title vesting in such proceedings, and Tenant shall have no claim for any portion or part of Landlord's award, provided, however, that Tenant shall have the right to any additional or specific award to which the Tenant might be entitled, providing the same results in no diminution of Landlord's award and shall not be any part thereof.

12.0 NUISANCE AND ENVIRONMENTAL COMPLIANCE:

12.1 Nuisance: Tenant covenants that Tenant shall not perform any acts or carry on any practices that may injure the Premises or the improvements on the Premises, or be a nuisance or menace to Landlord or its business invitees or to any neighboring businesses. Tenant shall, at Tenant's own expense, comply with all laws and all orders, regulations or ordinances of all governmental agencies and authorities affecting the Premises. Tenant shall not block any access to any adjoining Tenant's Premises. Tenant shall not place any merchandise on the sidewalk in front of the Premises, if any.

12.2 Hazardous Substances: Tenant shall not cause nor permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified herein at ¶3.0. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this

Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

12.3 **Indemnification**: Tenant agrees to indemnify, defend and hold Landlord and its employees and agents harmless from any and all Claims which arise from Hazardous Substances which are spilled, leaked, disposed of, or otherwise released upon the Premises during the term of this Lease or in violation of ¶12.2 hereof. The indemnity set forth herein shall survive the expiration or early termination of this Lease.

13.0 **LANDLORD NOT LIABLE**: To the fullest extent permitted by law, Tenant agrees that Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to person or property and inconvenience, annoyance or injury to business sustained by Tenant or any person claiming through Tenant, regardless of the cause thereof, resulting from any accident or occurrence in or upon the Premises, including but not limited to claims for damage resulting from: (a) any equipment or appurtenances being repaired; (b) injury done or occasioned by wind; (c) any defect in or failure of plumbing or air conditioning equipment, electric wiring or installation thereof; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such Premises; (g) the falling of any fixture, plaster, tile or stucco; (h) any failure of the Landlord to perform any maintenance obligations; (i) the making any repairs, alterations or improvements in or to any portion of the Premises by any person or entity; and/or (j) any act, omission or negligence of co-tenants, licensees or of any other persons or occupants of the Premises or of adjoining or contiguous property. No such damages shall entitle Tenant to a reduction or abatement of rent.

14.0 **OBLIGATION TO PAY RENT**: This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or arguably impliedly to be supplied or is unable to make, or is delayed in making repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of strike or labor troubles or any outside cause whatsoever including, but not limited to, government pre-emption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand.

15.0 **INDEMNIFICATION**: To the fullest extent permitted by law, Tenant hereby indemnifies Landlord and holds Landlord harmless of and from all claims: arising from the conduct or management of, or from, any work or thing whatsoever done in or about, the Premises during the term of this Lease; arising during such term from any condition of any street

or area adjoining the Premises; arising from any act or negligence of Tenant or any of its agents, contractors, employees, guests or business invitees; arising from, any act or omission of Landlord or any of its agents, contractors, employees, guests or business invitees (unless solely caused by the negligence or willful misconduct of Landlord or its agents, contractors, employees, guests or business invitees); or arising from any accident, injury or damage whatsoever, however caused, to any person ~~or persons or to~~ the property of any person, persons, business entity, or business entities, occurring during such term on, in, or about the Premises or on or under the streets or areas adjacent thereto. Tenant hereby also indemnifies Landlord against and holds Landlord harmless from all costs, counsel fees, and liabilities incurred in or about any such claim or in or about any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant shall, on notice from Landlord, resist or defend such action or proceeding by counsel satisfactory to Landlord.

16.0 INSURANCE:

16.1 Risks to Be Insured: Tenant, at Tenants expense, will procure and keep in effect during the Term hereof the following insurance:

16.1.1 Commercial General Liability Insurance ("CGL Insurance") for the benefit of Landlord and Tenant insured, in the sum of at least ONE MILLION DOLLARS (\$1,000,000.00) single combined limits for personal injury and property damage resulting from any one occurrence;

16.1.2 All Risks of Physical Loss or Damage Insurance ("Property Insurance") on the Improvements on the Premises to insure against loss or damage by fire, earthquakes and against other risks now embraced by so called "ALL RISKS" coverage, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer of any partial loss under the terms of the applicable policies, but in no event less than \$5,000,000.00. Notwithstanding the forgoing, Tenant shall not be required to maintain coverage for the peril of windstorm.

16.2 Form of Insurance: All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers licensed to do business in the U.S. Virgin Islands and approved by Landlord. Tenant shall inform such person as may be designated by Landlord of all transactions concerning the insurance to be purchased by Tenant pursuant to this Lease. Tenant shall cause the Landlord to be named as an "Additional Insured" on the CGL Insurance policy and will cause the Landlord to be named as a "Loss Payee" on the Property Insurance policy. At the request of Landlord, any insurance policy shall be made payable to the holders of any mortgage to which this Lease is at any time subordinate, as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages. To the extent obtainable, all policies shall contain an agreement by the insurers:

16.2.1 That any loss shall be payable, to Landlord or the holders of any such mortgage, notwithstanding any act or negligence of Tenant that might otherwise result in forfeiture of such insurance;

16.2.2 That such policies shall not be canceled except upon ten (10) days prior written notice to Landlord and to the holders of any mortgage, and

16.2.3 That the coverage afforded thereby shall not be affected by the performance of any work in or about the leased property.

16.3 Delivery of Policies/Landlord's Right to Purchase Insurance: Tenant shall deliver said policies of insurance to Landlord and shall provide Landlord with satisfactory proof of the timely renewal and/or replacement of such policies of insurance; and upon Tenant's failure to do so, Landlord may, at Landlord's option, obtain such insurance, and the cost thereof shall be paid as Additional Rent due and payable upon the next ensuing Rent day.

16.4 Mutual Release: This paragraph shall apply only if Landlord has elected to maintain property insurance on the Premises. The Landlord and the Tenant hereby mutually release each other from liability and waive all rights of recovery against each other for any loss in or about the Premises, from perils insured against under their respective property insurance, if any, including any or all risk endorsements thereof, whether due to negligence or any other cause; provided, however, that this paragraph shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant.

17.0. **DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS; REPAIRS:**

17.1 Notice. In case of any damage to or destruction of any Improvements, the Tenant shall promptly give to the Landlord written notice generally describing the nature and extent of such damage or destruction.

17.2 Restoration. In case of any damage to or destruction of the Improvement or any part thereof, regardless of cause, unless the Tenant and the Landlord otherwise agree in writing, the Tenant, at the Tenant's expense, will promptly commence and complete, subject to delays due to strikes, Acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Tenant, the restoration, replacement or rebuilding of the Improvements as nearly as possible to the Improvements' value, condition and character immediately prior to such damage or destruction (such restoration, replacement, rebuilding, alternations and additions, together with any temporary repairs and property protection pending completion of the work, being herein referred to as the "Restoration"). If the net insurance proceeds are not sufficient to cover the costs of the Restoration, as determined by the supervising architect or engineer reasonably approved by Landlord and, then the amount of the shortage shall be paid by Tenant to pay the costs of the Restoration prior to any of the net insurance proceeds being used to pay such expenses. Tenant shall provide Landlord with supporting documentation that such amounts have been paid prior to the use of the net insurance proceeds.

17.3 Application of Insurance Proceeds. All insurance proceeds received by the Tenant and/or the Landlord on account of any damage to or destruction of the Improvements or any part thereof (less the cost, fees and expenses incurred by the Tenant and/or Landlord in the

collection thereof, including, without limitation, all adjuster's fees and expenses and attorneys' fees and expenses) together with all funds deposited by the Tenant to cover the costs of Restoration shall be held in escrow by an agreed upon independent attorney, which attorney must be admitted to practice in the U.S. Virgin Islands, and shall be disbursed to the Tenant or as the Tenant may direct, from time to time as Restoration progresses, to pay (or reimburse the Tenant for) the cost of Restoration, upon written request of the Tenant to the Landlord, which request shall be accompanied by (a) a certificate of supervising architect or engineer reasonably approved by the Landlord describing in reasonable detail the work and materials in question and the cost thereof, stating that the same were necessary or appropriate to the Restoration and constitute a completed part thereof, and that no part of the cost thereof has theretofore been reimbursed, and specifying the additional amount, if any, necessary to complete the Restoration; and (b) an opinion of counsel reasonably satisfactory to the Landlord that there exist no construction mechanics' or similar liens for labor or materials supplied except such as are to be discharged by the application of the amount requested; provided, that the balance of such net proceeds so held by the Landlord shall not be reduced below the amount specified in such certificate as necessary to complete the restoration. Upon the foregoing clauses (a) and (b) that Restoration has been completed and the cost thereof paid in full, and that there are no construction, mechanics' or similar liens for labor or materials supplied in connection therewith, any balance of such Restoration funds shall, unless the Tenant is in default hereunder, be paid to the Tenant or as the Tenant may direct.

17.4 Damage Not Caused By Tenant: In the event of damage to the Improvements by fire, windstorm, lightning or earthquake, or other casualty or damage to the Improvement not caused by Tenant its agents, employees, contractors and/or invitees the provisions of this Lease shall remain in full force and effect during Restoration, except that the Rent shall be proportionately reduced from the date of the damage or the date Tenant last is able to occupy the Improvements, whichever occurs later, and while such repairs are being made to the Improvements. The proportionate reduction shall be based upon the extent to which the damage and the making of such repairs to the Improvements shall reasonably interfere with the business carried on by the Tenant in the Improvements. Notwithstanding anything herein to the contrary the rent reduction set forth in this paragraph shall terminate at any time that the Tenant fails to promptly commence and diligently pursue the completion of the Restorations, subject to delays due to strikes, Acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Tenant, and, in no event shall the rent reduction set forth in this paragraph exceed a period of one year from the date of the damage to the Improvements.

17.5 Damage Caused by Tenant: All damage or injury to the Improvements due to any failure of the Tenant to fulfill the Tenant's maintenance and repair obligations or caused by Tenant its agents, employees, contractors and invitees, or from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant its agents, employees, contractors and invitees, shall be repaired and restored promptly by Tenant at Tenant's sole cost and expense to the satisfaction of Landlord and the Rent shall not be apportioned or abated on account of said damage or injury.

17.6 **Landlord's Insurance:** Nothing herein shall be construed as requiring the Landlord to purchase property or other insurance for the Premises or for the Improvements.

17.7 **Landlord's Option to Restore:** If Tenant fails to timely commence and complete a Restoration, same may be made by Landlord and the expense thereof shall be deemed Additional Rent.

18.0 **RIGHT OF ENTRY:** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting same or making repairs deemed essential by Landlord upon 72 hours written notice.

19.0 **ABANDONMENT:** In the event that the Premises shall be left unoccupied and unused for more than sixty (60) days, Tenant shall be deemed for all purposes to have abandoned the Premises and Landlord may take possession of the Premises by force or otherwise and dispossess Tenant, other occupants, and their effects.

20.0 **LANDLORD'S LIEN:** In consideration of the mutual benefits arising under this Lease, Tenant, as debtor, hereby grant to Landlord as secured party, a lien and security interest on all equipment, furniture, furnishings and other tangible personal property of Tenants now or hereafter placed in or upon the Premises (the "Tenant's Personal Property"), and such Tenant's Personal Property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenants herein and the performance by Tenant of all Tenant's obligations hereunder. Such Tenant's Personal Property subject to Landlord's lien shall not be removed from the Premises, except in the normal course of business, without the written consent of Landlord. Landlord shall deliver to Tenant, upon Tenant's request, however, a subordination of the aforesaid lien and security interest, in favor of a *bona fide* bank or similar lending institution, which requires a first priority lien upon Tenant's leasehold improvements or as collateral for a loan to be used to finance leasehold improvements to the Premises, or inventory or working capital for the business to be operated at the Premises.

21.0 **PERSONAL PROPERTY TO BE REMOVED:** Upon the termination of this Lease, Tenant shall remove all personal property, goods and movable trade fixtures as instructed by Landlord, and shall deliver the Premises to the Landlord in a clean condition. In the event that Tenant fails to remove the equipment, goods, and trade fixtures as directed by Landlord, Landlord shall be entitled to take title to said equipment, goods and trade fixtures at Landlord's sole option. Landlord may have said equipment, goods and trade fixtures removed at Tenant's cost.

If Tenant vacates or abandons the Premises in violation of this Lease, any property that Tenant leaves on the Premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit.

Any property of Tenant sold at public or private sale or retained by Landlord shall, at the value of the proceeds of any such sale, or the then current fair market value of such property as may be retained by Landlord, be applied by Landlord against:

- (a) The expense of Landlord for removal, storage, or sale of the property;
- (b) The arrears of rent or future rent payable under this Lease; and
- (c) Any other damages to which Landlord may be entitled hereunder.

The balance of such amounts, if any, shall be given to Tenant.

22.0 **TENANT'S HOLDING OVER**: The failure of Tenant to surrender the Premises at the conclusion of the initial term of this Lease or at the termination of any applicable Renewal Option Term and the subsequent holding over by Tenant, with or without the consent of Landlord, shall result in the creation of a tenancy which may be canceled by Landlord on seven (7) days notice. The rental for such holding over period shall be in the amount of the \$ 20,000 *per week*, payable in advance. This provision does not give Tenant any right to hold over at the expiration of the term. All other terms and conditions of this Lease shall remain in full force during any tenancy created pursuant to this paragraph.

23.0 **DEFAULT BY TENANT**:

23.1 **Event of Default**: The following shall be deemed an Event of Default by Tenant.

23.1.1 Failure to pay any Rent or Additional Rent due hereunder within thirty (30) days of its due date;

23.1.2 Failure to maintain any insurance required hereunder; or

23.1.3 Failure to cure the non-compliance any of the other conditions or covenants of the Lease for more than thirty (30) days after written notice from Landlord to Tenant such non-compliance.

23.2 **Cure**: To the extent that a cure period is provided, an Event of Default shall be deemed cured hereunder only upon the occurrence of the following:

23.2.1 Payment of the sum and/or performance of the obligation for which the Notice of Default was given;

23.2.2 Payment of all reasonably costs and attorney's fees incurred by Landlord as a result of the occurrence of the Event of Default; and

23.2.3 Payment of all sums (including late fees and subsequent monthly installments) and/or performance of all obligations that have become due as of the date of cure.

24.0 **LANDLORD'S REMEDIES**. Upon the occurrence of an Event of Default, Landlord shall have the following remedies:

24.1 Action For Restitution: Landlord, in addition to all other rights and remedies it may have, shall have the right to seek restitution of the Premises by virtue of the summary eviction proceedings provided in 28 VIC §781, et seq.

24.2 Termination: In addition to all other rights and remedies it may have, should the Landlord re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may elect at any time to terminate this Lease and Landlord may recover from the Tenant all damages Tenant may incur by reason of Tenant's breach hereof, including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in the Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amount shall be immediately due and payable from the Tenant to the Landlord. No re-entry or taking possession of the Premises by the Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to the Tenant or unless the termination thereof is decreed by a Court of competent jurisdiction.

24.3 Costs and Attorney's Fees: Tenant shall pay Landlord for all reasonably costs and attorney's fees incurred by Landlord as a result of the occurrence of an Event of Default.

25.0 RIGHTS AND REMEDIES: It is agreed that each and every one of the rights, remedies and benefits provided by this Lease to Landlord shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.

26.0 ADDITIONAL RENT DEFINED: All costs and expenses that Tenant assumes or agrees to pay pursuant to this Lease shall be deemed Additional Rent and, in the event of non-payment, Landlord shall have all the rights and remedies herein provided for in case of non-payment of rent. If Tenant shall default in making any payment required to be made by Tenant, other than the payment of the Monthly Rent, or shall default in performing any term, covenant, or condition of this Lease on the part of Tenant to be performed which shall involve the expenditure of money by Tenant, Landlord, at Landlord's option may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sums as may be necessary to perform and fulfill such term, covenant, or condition, and any and all sums so expended by Landlord, with interest thereon at the rate of four percent (4%) per annum from the day of such expenditure, shall be Additional Rent and shall be repaid by Tenant to Landlord on demand, but no such payment, or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default.

27.0 NOTICES: Whenever under this Lease a provision is made for notice of any kind, absent written notice to the changing the addresses below, it shall be deemed sufficient service thereof if such notice is in writing and, in the case of the Tenant, delivered to the Premises, or in the case of either Party, addressed to the respective Party to this Lease at the address shown below, by Hand Delivery To:

FOR LANDLORD: **Plessen Enterprises: Jointly To Both**
Fathi Yusuf
Plot 4-C and 4-D Sion Farm, St. Croix, VI

and

Mohammed Hamed
6-H Estate Carlton,
Frederiksted, St. Croix, VI

FOR TENANT: **KAC357, Inc.**
c/o Gerry Groner
53 King Street
Christiansted, VI

28.0 **WAIVER OF CONDITION OR COVENANT**: It is agreed that if during the course of the administration of this Lease, either Landlord or Tenant fails to insist upon strict compliance with each and every condition hereof, such failure shall not be deemed a waiver by Landlord or Tenant with regard to any non-compliance. Regardless of any prior course of conduct, Landlord and Tenant at all times reserve the right to demand strict and timely compliance with all the terms and conditions hereof.

29.0 **COVENANTS BINDING**: The covenants, conditions and agreements made and entered into by the Parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

30.0 **ARBITRATION**.

30.1 Except for any claims regarding the validity of this lease, the Parties hereto mutually consent to the resolution by arbitration of all claims or controversies ("Claims" and each, a "Claim") arising out of the Lease terms and obligations set forth herein. As such, the Parties agree that any such Claim will be subject to mandatory, binding arbitration upon the request of either Party.

30.2 Either Party can initiate arbitration hereunder by providing written notice to the other Party setting forth the nature of the Claim in sufficient detail to enable the other Party to understand the issues presented. The arbitration shall take place on St. Croix, U.S. Virgin Islands. Any Claim to be arbitrated pursuant to the terms of this Lease shall be arbitrated by a single arbitrator selected by the Parties. If the Parties cannot agree on a single arbitrator, the arbitrator hereunder shall be David Nichols, Esq. or, in the event that he is unable or unwilling to serve, Hank Smock, Esq. It is the specific goal of the Parties that the arbitration shall be accomplished within ninety (90) days of the request for arbitration and that the arbitration be conducted in an informal manner designed to save costs. The formal rules of evidence shall not apply to the arbitration and no discovery shall be permitted. Notwithstanding the foregoing, no more than fourteen (14) days prior to any arbitration hearing, the Parties shall exchange a list of the witnesses to be called (including a summary of each witness' anticipated testimony) and copies of all documents to be presented to the arbitrators. Except for good cause shown, neither Party will be permitted to call a witness not on the exchanged lists or to present any documents not exchanged pursuant hereto. Unless the arbitrator determines that one Party's position with

regard to the issues in arbitration was frivolous or taken solely for delay, each Party shall pay its own costs and attorney's fees relating to the arbitration, each Party shall pay one-half of the arbitrator's fees and costs. If the arbitrator determines that a Party's position with regard to the issues in arbitration is frivolous or taken solely for delay, the arbitrator may allocate the costs of the arbitration, including costs and attorneys' fees as the arbitrator deems appropriate. The decisions of the arbitrator shall be final and binding upon the Parties. Any Party may bring an action in any court of competent jurisdiction to compel arbitration under this Lease and enforce an arbitration award

30.3 The Arbitration provision contained in this ¶30 shall not be interpreted or construed to prevent the Landlord from filing and prosecuting to conclusion a forcible entry and detainer action under Chapter 33, Subchapter II of Title 28 of the Virgin Islands Code and exercising any other rights and remedies available to Landlord thereunder upon the occurrence of an Event of Default by Tenant under this Lease. The Parties expressly agree that the arbitration provisions shall not apply to any dispute or default for which a forcible entry and detainer action under Chapter 33, Subchapter II of Title 28 of the Virgin Islands Code is available. Notwithstanding any provision in this ¶30 to the contrary, the Parties hereto shall have the right to seek temporary restraining orders, preliminary injunctions and similar provisional, equitable relief in a Court of competent jurisdiction in the event of a material breach of the terms of this Lease which the Party seeking such relief has determined in good faith that the exigencies of the breach require such immediate relief.

31.0 **PROPERTY SHOWINGS:** Tenant acknowledges that Property may be sold and that it will be shown to prospective purchasers from time to time. Landlord shall provide Tenant with no less than seventy-two (72) hours advance notice of such showings and Tenant agrees that the Property will be in a neat and orderly condition for showings.

32.0 **REAL PROPERTY TAXES:** Landlord shall pay the real property taxes for the premises. However, Tenant shall reimburse Landlord for the real property taxes attributable to the Premises leased to the Tenant, which shall be paid each year within 30 days of receipt of said amount.

33.0 **MISCELLANEOUS:**

(a) The words "Landlord" and "Tenant" when used herein shall be taken to mean either the singular or the plural and shall refer to male or female, to corporations or partnerships, as the case may be, or as grammatical construction shall require.

(b) The headings of the various articles of this Lease are intended only for convenience and are not intended to limit, define, or construe the scope of any article of this Lease, nor offset the provisions thereof.

(c) The covenant to pay rent whether fixed, earned or additional, is hereby declared to be an independent covenant on the part of Tenant to be kept and performed and no offset thereto shall be permitted or allowed except as specifically stated in this Lease.

(d) In case of an emergency (the existence of which shall be determined solely by Landlord) if Tenant shall not be present to permit entry, Landlord or its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant' obligations under this Lease.

(e) Neither ~~the~~ method of computation of rent nor any other provision of this Lease shall be deemed to create any relationship between the Parties hereto other than that of Landlord and Tenant.

(f) This Lease contains the entire agreement between the Parties hereto, and no agent, representative, salesman, or officer of Landlord has authority to make, or has made, any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding, or changing the terms and conditions herein set forth. Further, Tenant acknowledges and agrees that neither Landlord nor any agent or representative of Landlord has made, and Tenant has not relied on, any representations or assurances to Tenant's projected or likely sales volume, customer traffic, or profitability. Tenant also acknowledges and agrees that, to the extent any projections, materials, or discussions have related to Tenant's projected or likely sales volume, customer traffic, or profitability, Tenant understands that any and all such projections, materials, and discussions are based solely on Landlord's experiences at other properties or on standardized marketing studies, and that such projections, materials, and discussions shall not be construed as a promise or guarantee that Tenant will realize the same or similar results. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the Parties hereto. Tenant hereby further recognizes and agrees that the submission of this Lease for examination by Tenant does not constitute an offer or an option to Lease the Premises, nor is it intended as a reservation of the Premises for the benefit of Tenant, nor shall this Lease have any force or validity until and unless a copy of it is returned to Tenant duly executed by Landlord.

(g) This Lease shall not be recorded but the Memorandum of Lease signed by Landlord and Tenant upon the execution of this Lease shall be recorded at the Office of the Recorder of Deeds, Christiansted, St. Croix.

(h) The words "term of this Lease" shall mean the initial term of this Lease and any Renewal Option Terms of this Lease.

(i) TIME IS OF THE ESSENCE HEREIN.

WITNESSES

LANDLORD:
PLESSEN ENTERPRISES, INC.

By: _____, President

Dated: _____

CORPORATE
SEAL

WITNESSES:

TENANT:
KAC357, INC.

_____, President

Dated: _____

CORPORATE
SEAL

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

ss:

On this ___ day of April, 2014, before me came and personally appeared, Mohammad Hamed, the President of **PLESSEN ENTERPRISES, INC.** to me known and known to me to be the individual described in and who executed the foregoing instrument, and they acknowledged that they signed the same freely and voluntarily for the purposes therein contained.

Notary Public

ACKNOWLEDGMENT

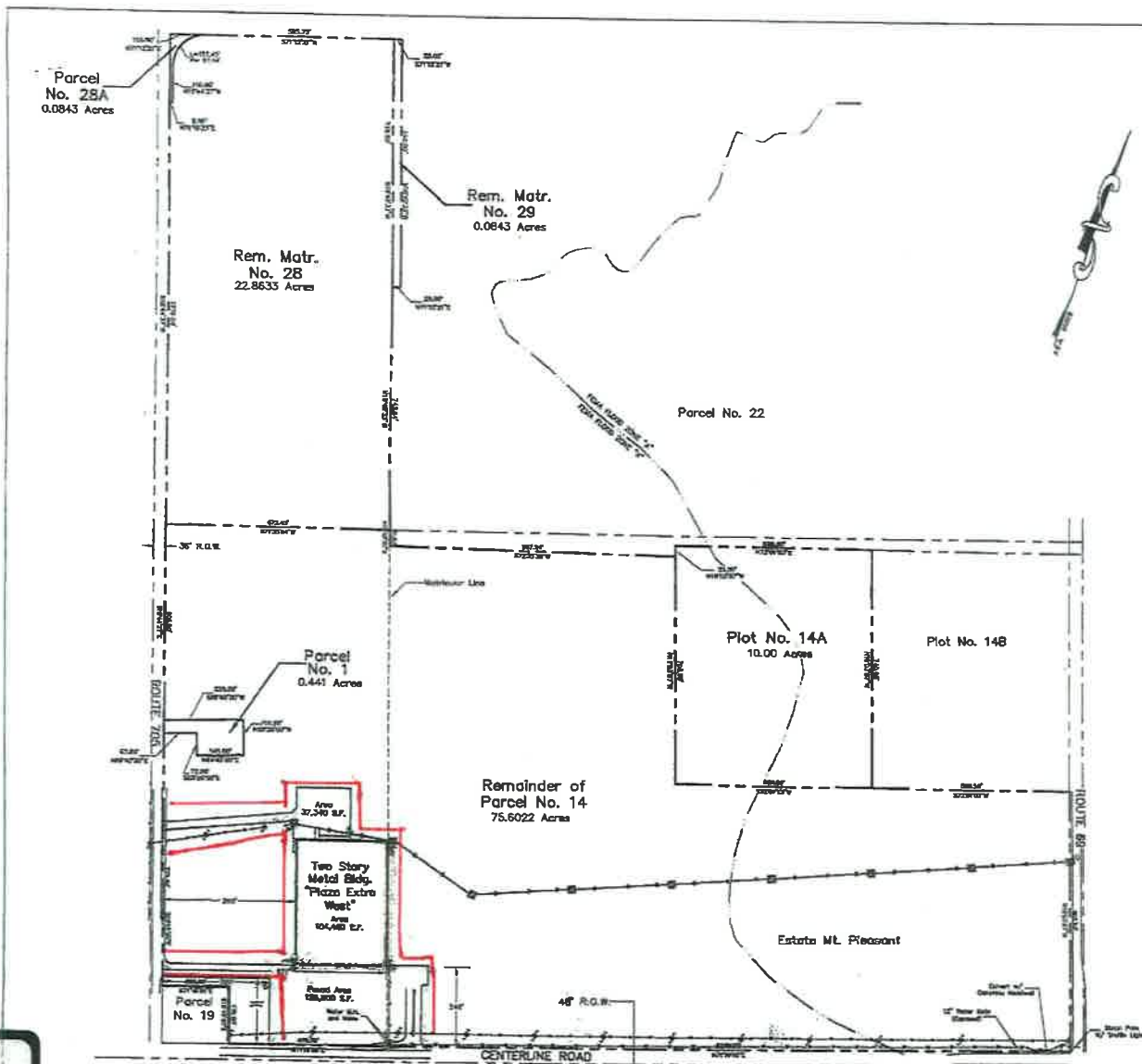
TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX)

ss:

On this ___ day of April, 2014, before me came and personally appeared, Mufeed Hamed, the President of **KAC357, INC.** to me known and known to me to be the individual

described in and who executed the foregoing instrument, and they acknowledged that they signed the same freely and voluntarily for the purposes therein contained.

Notary Public



NOTES:

1. BOUNDARY DESCRIPTION AND NORTH ARROW REFER TO P.R.D. DRAWING NO. 2118-A.
2. THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" and "A", ACCORDING TO THE FLUOR BOURNACE RATE MAP COMMUNITY PANEL NO. 700000 0075C.
3. PROPERTY IS CURRENTLY ZONED B-2.
4. THIS PLAN DOES NOT CONSTITUTE A BOUNDARY SURVEY. THE BOUNDARY INFORMATION SHOWN HEREIN HAS BEEN TRANSCRIBED FROM PUBLIC RECORD DRAWINGS. LOT CORNERS INDICATED AS "FOUND" HAVE NOT BEEN VERIFIED IN RELATION TO THE PERIMETER.

LEGEND

- PARCEL NO. 14 PROPERTY LINE
- OTHER PROPERTY LINE
- EDGE OF PAVEMENT
- OVERHEAD WIRES
- SEWER MAIN
- SEWER LINE
- UTILITY POLE
- SEWER MANHOLE
- FIRE HYDRANT



**Site Plan
for
Parcel No. 14**

Estate Plessen
Prince Quarter
St. Croix U.S. Virgin Islands

Prepared By:
D&B Surveys, LLC
P.O. Box 23100 Salinas Bay
St. Croix, V.I. 00825
PHONE (340) 778-7424
FAX (340) 778-7425
Drawn By: MAM

DATE: January 24, 2008
FILE NO.
08006



