

AGREEMENT

This AGREEMENT made and entered into this 20th day of December, 2011

COMPANY: ABC Concepts, Inc

COMPANY: Thomas World Air, LLC

ADDRESS: P.O. Box 12224
CITY: St. Thomas, USVI 00801
ATTN: William Koenig
PHONE: [REDACTED]

ADDRESS: 6100 Red Hook Qtrs B3
CITY: St. Thomas, USVI 00802
ATTN: Brice Gordon
PHONE: [REDACTED]

herein called "Contractor"

herein called "Owner"

PROJECT: Hangar Doors

AGREEMENT NO. 01

CONTRACTOR AND OWNER hereby agree as follows:

1. THE CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, and the Schedules attached hereto described below:

| | |
|--------------|--|
| SCHEDULE "A" | SCOPE OF WORK / DOCUMENTS |
| SCHEDULE "B" | PRICE AND PAYMENT SCHEDULE |
| SCHEDULE "C" | INVOICING INSTRUCTIONS AND LEGAL NOTICES |

All of the foregoing form the Contract Documents and all are incorporated by reference herein, whether or not physically attached hereto: provided that in the event of any inconsistency or conflict between any Schedule and the provision of this Agreement, then the provision of this Agreement shall control.

2. INSURANCE REQUIREMENTS: The Contractor shall secure, prior to commencement of performance under this Agreement, and shall maintain at all times during the period or periods of its obligations under this Agreement, at its expense and in companies approved by Owner, the following insurance coverage, on an occurrence basis, all of which shall be non-cancelable and not subject to change in coverage except upon not less than thirty (30) days written notice to Owner at the address indicated above:

- (a) Workers' Compensation with Statutory limits of liability;
- (b) Standard USVI full coverage Comprehensive Automobile Liability, including Owned, Non-Owned, and Hired Automobiles;
- (c) Other (Builder's Risk, Performance and Payment Bonds, Etc.). Specify here: n/a

Insurance certificates evidencing such insurance coverage shall be furnished to Owner prior to commencement of performance under this Agreement and shall name Owner as an additional insured thereunder.

DATE: 1-5-12

INITIAL: WK

DATE: 1/7/12

INITIAL: J

3. **CHANGES AND CLARIFICATIONS:** Without invalidating this Agreement, Owner, or its duly authorized representatives, may at any time, by written order to Contractor, make changes in the Drawings and Specifications. Owner may, by reason of such changes, add to or reduce the Work without invalidating this Agreement. Contractor shall furnish Owner with an itemized estimate for any revision in the Work which may be requested and shall receive written authorization from Owner before proceeding with any changes in the Work. Contractor shall, during the course of the Work, notify Owner or Owner's representative, in writing, of any problem or clarification which he believes needs immediate review and resolution which is not adequately covered by the Contract Documents. There shall be no resolution of any such problem or clarification which is unfavorable to the owner, unless the Owner has specifically consented in a signed writing to such resolution or clarification.
4. **WARRANTIES:** The Contractor shall, at the request of and in a manner acceptable to Owner, correct any and all defects in design, workmanship or materials in the Work which appear within a period of one (1) year from the date of final acceptance by Owner.
5. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign this Agreement or any portion thereof without first obtaining the written consent of Owner, which shall be in Owner's sole discretion. Any assignment without Owner's written consent shall be void and of no force and effect.
6. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall indemnify Owner, and the Architects and Engineers of Owner, the US Virgin Islands Port Authority, and their agents and employees, and each of them, against and save and hold them harmless from all liability, claims, allegations, demands, damages, and costs of every kind and nature, including without limitation attorneys' fees and costs of suit, arising directly or indirectly from the Work, except to the extent that such liability, claims, allegations, demands, damages, and costs are a direct result of the negligence of, or a breach of this Agreement by, Owner or its architects, engineers, employees or authorized agents.
7. **BREACH OF AGREEMENT:** If, in the opinion of Owner, Contractor fails to perform the Work in accordance with this Agreement, or inadequately performs, all or any part of the Work, or otherwise fails to perform or comply with Contractor's duties and obligations hereunder, and such failure shall continue for twenty-four (24) consecutive hours after written notice to Contractor specifying the particulars of such failure, then such failure including, without limitation the continuance thereof shall, at Owner's election, made at any time after such twenty-four (24) consecutive hour period, constitute an irreparable breach of this Agreement by Contractor and shall entitle Owner to terminate this Agreement and complete the Work itself or cause the Work to be completed by others, and Contractor shall immediately on demand of Owner pay all costs and damages sustained by Owner on account of such failure, and any and all material and equipment of Contractor on the Project site or in Contractor's place of business may, at the sole option of Owner, be used or rejected, and if rejected, such rejection shall be without any liability to Owner, its agents or employees.
8. **CANCELLATION OF AGREEMENT:** Owner shall have the right to cancel this Agreement at any time prior to the completion of the Work upon giving three (3) days written notice to Contractor. Should Owner so elect to cancel, and Contractor is not in breach hereunder, Owner shall promptly pay Contractor a prorated portion of the Contract Price based on percentage completed, but in no case shall the total of all payments made to Contractor under this Agreement exceed the Contract Price set out in Schedule "B". Contractor agrees to refund to the Owner that portion of any deposits previously paid by the Owner to the Contractor, if such deposits exceed the percentage completed.
9. **DOCUMENTS REQUIRED FOR LIEN FREE PERFORMANCE OF WORK:** Payment for the work shall be made to Contractor in accordance with Schedule "B". When any monies are payable to Contractor hereunder, Contractor shall deliver to Owner a statement (sworn or attested to), showing, in detail and as complete as required by Owner, all work done by Contractor and averring that all claims, obligations and liabilities created or incurred in the performance of doing thereof, to the date hereof, have been paid. Contractor shall furnish in support of such application, (a) a release or waiver of liens in a form specified by Owner, signed by each workman and materialman who have performed work upon or provided

DATE:

1-5-12

INITIAL:

WX

DATE:

1/4/12

INITIAL:

PB

materials for the Work up to the billing closing date, and/or (b) an approval or acceptance of such work by any governmental and/or quasi-governmental entities or agencies having jurisdiction over such work.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, for themselves, and their permitted assigns, on the date set forth below.

CONTRACTOR: ABC Concepts, Inc

OWNER: Thomas World Air, LLC

BY: Wm. Koenig
NAME: William Koenig
TITLE: Pres
DATE: 1/5/12

BY: Jeanne Brennan
NAME: Jeanne Brennan
TITLE: Manager
DATE: 1/4/12

DATE: 1-5-12 INITIAL: WK

DATE: 1/4/12 INITIAL: J

SCHEDULE ASCOPE OF WORK**Hangar Doors**

- Supply all labor, materials, tools and equipment necessary to complete the scope (herein defined as the "Work") as per complete plans and specification by Paul Ferreras, PE dated 04 November 2011, and ABC Concepts, Inc quote (in three letters) dated 14 December 2011 (attached).
Included within this scope of work shall be the following:
 - 1) All concrete cutting, patching, and placement of specified grout on rail connection details
 - 2) All temporary support, brace work, shoring, and scaffolding necessary to accommodate, facilitate, perform and install new door and building modifications
 - 3) Provide temporary building closure/weather protection for open conditions.
 - 4) Contact the project superintendent Tom Melnick at 340-244-8564 to obtain prior written signed approval before any additional work is done that is not in the Agreement or drawings.

- All required Insurance certificates to be provided before starting work or receiving payment.
 - Government Insurance
 - Automobile liability

- Acceptable documentation as to the legal work status of all workers to be provided prior to beginning work.

- Virgin Islands Port Authority Badges will be required for workers: Owner and Contractor will cooperate in obtaining necessary Badges

- General construction clean up of the work area is the responsibility of ABC Concepts, Inc. ABC Concepts, Inc shall keep the work premises and surrounding area free from accumulation of trash and debris related to the Work. Provide all clean up to Owner supplied dumpster.

- Owner will provide the following:
 - Power, lighting, toilet facilities

DATE: 1-5-12

INITIAL: WK

DATE: 1/4/12

INITIAL: JS

SCHEDULE B

PRICE AND PAYMENT SCHEDULE

TOTAL PRICE OF THIS CONTRACT IS: \$25,600.00

SEE ATTACHED SCHEDULE OF VALUES.

50% Material Deposit required, balance due upon determination by Owner of satisfactory completion.

Applicable Gross Receipts Taxes to be paid by ABC Concepts Inc.

SCHEDULE

Time limits stated herein are of the essence of the contract.

Work to be substantially completed within one (1) month of the date of commencement (see attached schedule)

Date of Commencement is the date 50% Material Deposit is received.

Work to be coordinated and scheduled with Tom Melnick, Site Superintendent (340-244-8564)

DATE: 1-5-12

INITIAL: *WM*

DATE: 1/4/12

INITIAL: *JP*

SCHEDULE CINVOICING INSTRUCTIONS AND LEGAL NOTICES

FILING AND INVOICING: All invoices should be serially numbered. If your invoice form is not so numbered, type or print in an upper corner "INVOICE NUMBER ____." Assign a different number to each separate invoice. Assign separate invoices for separate phases of work, and separate invoices for options or extras. Prepare all invoices in duplicate. Send the original and one copy to Owner's office for approval.

All invoices shall indicate the project name, unit description, total item price, amount and percentage of total item price you are invoicing on this invoice, and the address to which payment is to be sent.

Lien releases (Provided by owner) must be dated on the date of the invoice or later. Lien waiver must be executed prior to release of payment.

As a condition precedent to final payment or the payment of retention to be made to Contractor by Owner, Contractor must submit (a) two (2) copies of As-Built-Drawings and/or Instruction/Warranty Manuals to Owner, (b) written approvals or acceptances of such project by any governmental or quasi-governmental entities or agencies having jurisdiction over the project, and (c) properly executed lien release covering all subcontractors, suppliers, laborers, and other persons or entities who performed work or services on, or who furnished materials for, the project under your contract.

Mail or deliver invoices and releases to: Thomas World Air, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

LEGAL NOTICES: For the purpose of protecting Preliminary Lien Rights, Preliminary Lien Notices should be mailed to all of the following:

OWNER: Thomas World Air, LLC
6100 Red Hook Qtrs B3
St. Thomas, USVI 00802

DATE: 1-5-12

INITIAL: wx

DATE: 1/4/12

INITIAL: B

ABC CONCEPTS, INC.

P O Box 12224
St Thomas, VI 00801
Tel
Fax
Cell

12/14/11
October 7, 2011

LSJ, LLC
Attn: Thomas J. Melnick
American Yacht Harbor
6100 Red Hook Quarter, Suite B3
St Thomas, U.S. Virgin Islands

To Whom It May Concern:

This is to confirm our modified quote from 7' 5" to 12' as stated at our meeting on the site. The increase of 180 additional square feet would increase our quote by One Thousand Eight Hundred Dollars (\$1,800.00). Combined with our previous quote of Twenty-Three Thousand Eight Hundred Dollars (\$23,800.00) the new revised price is Twenty-Five Thousand Six Hundred Dollars (\$25,600.00).

Terms: 50% material deposit required, balance due upon completion.

Quote valid for thirty (30) days unless extended in writing. 12/14/11 *WJK*

If you have any questions and/or concerns, please feel free to contact us at (340) 690.2636.

Regards

William Koenig
William Koenig
President

EFTA00287221

ABC CONCEPTS, INC.

P O Box 12224
St Thomas, VI 00801
Tel
Fax
Cell

LS

12/14/11
October 7, 2011

LSJ, LLC
Attn: Thomas J. Melnick
American Yacht Harbor
6100 Red Hook Quarter, Suite B3
St Thomas, U.S. Virgin Islands

Re: **Hanger Door Modification**

To Whom It May Concern:

Per our meeting 12/13/2011, the following items were discussed and tentatively agreed upon subject to review:

1. ABC Concepts, Inc. (ABC) to submit proposed schedule (see attached)
2. LSG will inquire if badges are required by Virgin Islands Port Authority (VIPA) (may impact schedule) also note 85% of the work could be performed inside the hanger.
3. LSG will have dumpster on site and coordinate LSG crew work
4. Work is to conform to drawings by Paul Ferreras, PE and submitted to VIPA who has approved modification and to our knowledge no further permits are required.

If you have any questions and/or concerns, please feel free to contact us at (340) 690.2636.

Regards


William Koenig
President

12/14/11

ABC CONCEPTS, INC.

P O Box 12224
St Thomas, VI 00801
Tel
Fax
Cell

December 14, 2011

LSJ, LLC
Attn: Thomas J. Melnick
American Yacht Harbor
6100 Red Hook Quarter, Suite B3
St Thomas, U.S. Virgin Islands

Re: Tentative Schedule
Subject to manufacturers holiday schedule

To Whom It May Concern:

Receipt of Deposit
Check clears, place order, ABC begins concrete cutting to accept rail upon arrival
Allow 2-3 weeks ←

Overland shipping
Being mindful of holiday traffic
Allow 1 week

Received at Tropical Miami, Florida

Arrive in St. Thomas
Allow up to 3 days for LTL

Commence demolition work

Fabricate modified door

Erect
Trim-flashing
Spot prime

If you have any questions and/or concerns, please feel free to contact us at (340) 690.2636.

Regards


William Koenig
President



**THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
PROFESSIONAL LICENSE**

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby

| | |
|---|--|
| Licensee: ABC CONCEPTS INC | |
| Trade Name: ABC CONCEPTS INC | |
| Mailing Address | Physical Address |
| 13F LINDBERG BAY ST THOMAS ST. THOMAS VI 00802 | 13F LINDBERG BAY ST THOMAS ST. THOMAS VI 00802 |
| Business No: 6273 | License No: 1-8273-2B |
| Types of License(s) Construction Contractor | |

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2011

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 01/01/2011 until 01/31/2012
Printed on 03/18/2011
Issued at St. Thomas, V.I. 01/01/2011
Fee 280.00

 Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

Date: FEBRUARY 23, 2011

Office of the Custodian, Government Insurance Fund

DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer ABC CONCEPTS, INC.

Has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the Commissioner of Finance and paid the required premium in accordance with the provision of Title 24 Chapter 11, Section 273, of the Virgin Islands Code, and, accordingly is entitled to the rights And benefits of the insurance coverage established by law. The risk of this employer is covered By policy 10260 For the period from JANUARY 01, 2011 to DECEMBER 31, 2011

NAME & ADDRESS OF EMPLOYER

ABC CONCEPTS, INC.
8744 LINDBERG BAY
ST. THOMAS, V.I. 00802

DIRECTOR
GOVERNMENT INSURANCE FUND

ATTN: MONIQUE
LITTLE ST. JAMES



A MEMBER OF THE LOCKHART GROUP OF COMPANIES

The Guardian Building
 P.O. Box 9109
 St. Thomas, U.S. Virgin Islands 00801
 Telephone [REDACTED] Facsimile [REDACTED]

**Business Auto Policy
 Declarations**

Policy No.: [REDACTED] Page 1 of 2

Renewal No.:

| | | | |
|---|---|---|---|
| ITEM ONE Name and Address of Insured | ABC CONCEPTS, INC 8744 LINBERG BAY ST THOMAS VI 00802 | Customer [REDACTED] | Broker: GUARDIAN INSURANCE - ST. THOMAS OFFICE |
| | | Policy Period From: 12/27/2011 To: 12/27/2012 at 12:01 a.m. | |

Form of Named Insured's Business:
 Corporation; Partnership; Individual; Other:
 Type of Insured's Business

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from ITEM THREE next to the name of the coverage.

| COVERAGES | | COVERED AUTOS (Entry of one or more of the symbols from ITEM THREE show which autos are covered) | LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS | | PREMIUM |
|---|---------------------------|---|--|--|------------------------------------|
| LIABILITY INSURANCE | | | | | |
| LIABILITY INSURANCE | Bodily Injury | 7 | \$10,000 | Each person \$25,000 Each accident | \$2,216 |
| | Property Damage | | \$10,000 | Each accident | |
| AUTO MEDICAL PAYMENTS INSURANCE | | | | | |
| | | | Each person | Each accident | |
| UNINSURED MOTORISTS INSURANCE | | | | | |
| | | | Each person | Each accident | |
| PHYSICAL DAMAGE INS. | COMPREHENSIVE COVERAGE | 7 | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEV ER IS LESS MINUS | Deductible FOR EACH COVERED AUTO FOR ALL LOSS EXCEPT FIRE OR LIGHTNING | |
| | SPECIFIED PERILS COVERAGE | | | Deductible FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM | |
| | COLLISION COVERAGE | | | Deductible FOR EACH COVERED AUTO | |
| | TOWING AND LABOR | | | \$25 for each disablement of a private passenger auto | |
| FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION CA0001, GIC3, GIC18, GIC21, GIC30, PP03260886 | | | | | PREMIUM FOR ENDORSEMENTS |
| | | | | | ESTIMATED TOTAL PREMIUM \$2,216.00 |

ITEM THREE – Refer to reverse side for description of covered auto designation symbols 1 through 9. Enter symbol 10 description here:

Countersigned: December 27 2011 By

Authorized Signature

THIS DECLARATION PAGE WITH PERSONAL AUTO POLICY PROVISIONS OR POLICY JACKET AND PERSONAL AUTO POLICY FORM TOGETHER WITH ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

Imatthews/Imatthews



A MEMBER OF THE LOCKHART GROUP OF COMPANIES

The Guardian Building
 P.O. Box 9109
 St. Thomas, U.S. Virgin Islands 00801
 Telephone (340) 776-8050 • Facsimile (340) 774-8830

ITEM FOUR - SCHEDULE OF COVERED AUTOS YOU OWN XXXXXXXXXX PAGE 2 OF 2

| AUTO | YEAR / MAKE / MODEL | VIN | COST NEW | COST USED | TERRITORY |
|------|-------------------------------|-------------------|----------|-----------|---------------|
| 1 | 2008 / TOYOTA / HIGHLANDER | JTEES43A282086323 | | \$ | St. Thomas VI |
| 2 | 2007 / FORD / RANGER | 1FTZR45E37PA39787 | | \$ | St. Thomas VI |
| 3 | 2007 / FORD / RANGER | 1FTYR10U97PA39783 | | \$ | St. Thomas VI |
| 4 | 2007 / FORD / RANGER | 1FTYR10U77PA94459 | | \$ | St. Thomas VI |
| 5 | 2003 / FORD / RANGER | 1FTZR45E3TA44409 | | \$ | St. Thomas VI |
| 6 | 1999 / FORD / F450 SUPER DUTY | 1FDXW47SOXEB76163 | | \$ | St. Thomas VI |
| 7 | 2000 / GRAD / 544/D | 0355744 | | \$ | St. Thomas VI |

COVERAGE PREMIUMS, LIMITS AND DEDUCTIBLES

Coverage is provided where a premium and a limit are shown for the coverage.

| Coverages | A. Liability | | | B. Medical Payments | | C. Uninsured Motorists | | D. Damage to your Auto | | Total Premium Per Auto |
|------------------------------------|---------------------|----------------|-----------------|---------------------|---------------|------------------------|---------------|------------------------|----------------------|------------------------|
| | Bodily Injury | | Property Damage | each person | each accident | each person | each accident | Collision Loss | Other Than Collision | |
| | each person | each accident | | | | | | | | |
| 1 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 2 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 3 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 4 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 5 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 6 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$165 | | \$128 | | | | | | \$293.00 |
| 7 | Limits / Deductible | \$10,000 | \$25,000 | \$10,000 | | | | | | |
| | Premium | \$260 | | \$198 | | | | | | \$458.00 |
| | Limits / Deductible | | | | | | | | | |
| | Premium | | | | | | | | | |
| Total Premiums Per Coverage | | \$1,250 | \$966 | \$ | \$ | \$ | \$ | \$ | \$ | \$2,216.00 |

Except for towing, all physical damage loss is payable to you and the Loss Payee named below as interests may appear at the time of the loss.

| Loss Payee | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

ABC Concepts, Inc
 8744 Lindberg Bay
 St. Thomas, VI 00802

Proposed Work Schedule

| January 2012 | | | | | | |
|--------------|-----|------|--------------------|-------|-----|---------------------|
| Sun | Mon | Tues | Wed | Thurs | Fri | Sat |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 Concrete Cutting |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 Demolition Work |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 Fabrication Work |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 Installation |
| 29 | 30 | 31 | Spot Prime/Cleanup | | | |

