

LAFAYETTE CONTRACTORS LLC
6100 Red Hook Quarter, Suite A2-7
St. Thomas, VI 00802



FACSIMILE TRANSMITTAL COVER SHEET

DATE: October 22, 2007	PAGES SENT:
FROM: W. John Amerling	OTHER RECIPIENTS:
TO: CHARLES MILLER, EMAD HANNA; RICH KAHN	FAX NO: 
FIRM:	TEL. NO.:
CITY:	STATE:

Enclosed full copy of PO with attachments for the purchase of fuel coolers for the barge in the amount of \$637. This is for material covered by Line entitled "Repair Fuel Leaks" in the approved materials budget of \$ 1,200. We are not sure whether more materials will be needed to effect this repair. This purchase is being made from the manufacturer of the system on the boat to match what was previously there.

Would you please approve this transaction so that we can get the item delivered here in time for Bosco to do the work next week in PR. It would be better to repair the leak there rather than run the boat while the lead is still taking place.

Please let me know if you approve. I am e mailing this message and the PO. Bosco made the initial contact here and got the sketch done. I reviewed and approved.



Purchase Order

LAFAYETTE CONTRACTORS LLC
 6100 Red Hook Quarter, Suite A2-7
 St. Thomas, VI 00802



Vendor: Lenco Div. of Saraga Industries 690 D Albany Avenue North Amityville, NY 11701	Purchase Order No:00011
Fax No.: [REDACTED]	Order Date: 18 October 2007
Tel No.: [REDACTED]	Contract Number:
Vendor No.: 1100	Project Number:
Architect or Engineer:	Project Name: Barge Maintenance
Shipping Address: Lance Calloway / LSJ 6100 Red Hook Qtrs B-3 St. Thomas, VI 00802	Billing Address: Lance Calloway / LSJ 6100 Red Hook Qtrs B-3 St. Thomas, VI 00802
Shipping Instructions: F.O.B. St. Thomas, VI 00802 Via Priority Mail Order must be shipped by:	Plans & Specifications:
Terms: Prepaid via wire transfer	Submittals due by:

Please enter our order subject to the terms and conditions herein. Ship no goods without an itemized packing slip, which includes Purchase Order number, Project number and Vendor's name. Purchase Order number and Project number must appear on all Invoices.

IMPORTANT: The Terms and Conditions on the reverse side are hereby incorporated into this order and the Vendor expressly acknowledges their acceptance.

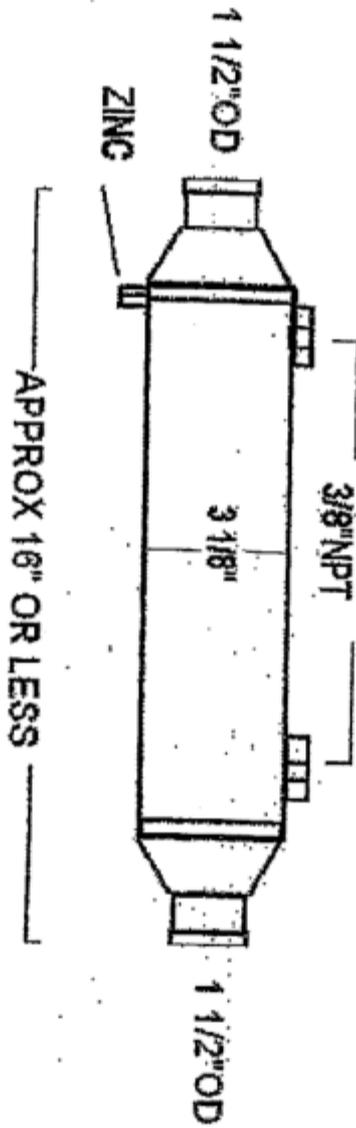
Qty	Unit	Cost Code	Description	Unit Price	Total
2	ea		Fuel coolers as per the attached sketch	\$295 00	\$590 00
			Priority mail to St. Thomas	\$ 00	\$47 50
				\$ 00	\$ 00
					\$637 50

Buyer: Lafayette Contractors, LLC as agent for the Buyer, L.S.J.,LLC _____ By:	Vendor: _____ By:
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TERMS AND CONDITIONS

1. **SPECIAL TERMS.** The entity so noted on the within sheet shall act as the Buyer's Agent and, as such, shall perform certain administrative duties on behalf of the Purchaser in executing and managing the performance of this Purchase order on behalf of the Purchaser to the extent required by the nature of the transactions covered hereby. The goods, materials, and/or services being purchased hereunder shall conform strictly to the plans and specifications identified on the reverse hereof.
2. **ACCEPTANCE AND ACKNOWLEDGMENT OF CONTRACT.** If the Vendor delivers goods to the Buyer, or renders services to the Buyer in accordance with this Purchase Order, such acts shall be considered as the acceptance of an offer consisting of all terms of this Purchase Order and no other terms shall bind the buyer unless Buyer subsequently expressly agrees to such terms in writing. This Purchase Order supersedes all prior negotiations, quotations, correspondence or the like. This Purchase Order constitutes the sole and exclusive statement of the agreement of the parties. Accordingly, any limitations of remedy or damages, or any disclaimer of warranties contained in any quotations of Vendor or subsequent acknowledgment of this Purchase Order by Vendor shall be null, void and of no effect.
3. **INVOICES.** Invoices shall be rendered promptly, and prepaid charges, if applicable, shall be substantiated.
4. **SHOP DRAWINGS.** If shop drawings are requested on the reverse hereof, they must be furnished promptly in the quantity specified and are subject to the approval of the within named Architect or Engineer as well as the Buyer in accordance with the plans and specifications which are so identified. Approvals, if granted, are only as to type and/or design. Approval of shop drawings shall not be construed as authority to depart from or modify the General Contract, the plans, or the specifications which govern this transaction unless a letter outlining the proposed changes accompanies the shop drawing submittal. If shop drawings are requested, erection drawings must also be furnished in the same quantity after the shop drawings have been completely approved. Vendor shall also supply all required operation and maintenance manuals prior to payment hereunder.
5. **ASSIGNMENT.** This Purchase Order shall not be assigned without the written consent of the Buyer.
6. **GUARANTEE.** The Vendor agrees: (i) to guarantee its products against all defects of materials and/or workmanship and to repair or replace any broken, defective, malfunctioning, or unsatisfactory items to the full and complete satisfaction of the Buyer, and the Architect/Engineer; and, (ii) to guarantee or warrant its products and services to the Buyer to the full extent the Buyer is required to guarantee or warrant such products or services under the plans and specifications identified on the reverse side hereof. Vendor's guarantee under (i) above shall extend for a period of one year and shall date from the time of final acceptance of the Vendor's work by the Buyer unless a different period is specified in the plans or specifications in which case that time shall apply. Vendor's guarantee under (ii) above shall extend for the time period provided in the aforesaid plans and specifications. No payments under this Purchase Order shall be construed as acceptance of defective materials or in any way relieve the Vendor of its obligations under the Purchase Order.
7. **INDEMNIFICATION.** The Vendor shall and will indemnify and hold harmless the Buyer and the Architect/Engineer from and against any and all loss, cost damage, expense and liability by reason of injury to or death of persons whomsoever, including the Vendor's own employees, and damage to or destruction of property whatsoever, caused by an act, occurrence, omission, or neglect of the Vendor, its officers, agents, servants, employees, vendors, sub-contractors, or other persons in, upon or about the job site at the Vendor's invitation or with its express or implied consent or caused by any act, occurrence, omission, or neglect of the Vendor, or any of the foregoing, engaged by the Vendor, directly or indirectly, or functioning in the Vendor's behalf, with its express or implied consent, in carrying out or fulfilling any of the Vendor's responsibilities provided for in this Purchase Order. The enforcement of this indemnity shall not be barred by any immunity conferred by applicable workers compensation laws, which such immunity is hereby waived.
8. **DELIVERY RECEIPTS.** A delivery receipt describing the materials in complete detail together with the quantities shipped shall accompany all materials supplied under this Purchase Order. The Buyer's representative on the job site must sign this delivery slip and one copy must be given to the Buyer's representative at that time.
9. **APPLICABLE REGULATIONS.** In the hiring, promotion, transfer and discharge of employees, the Vendor hereby agrees not to discriminate against or in favor of any person because of race, color, creed, national origin, sex, or age. If applicable to this Purchase Order, the Vendor agrees to comply with all requirements of Executive Order 11246 and all rules, regulations and orders issued thereunder or pursuant thereto, and to furnish to the Buyer all required reports, information and data needed by the Buyer to comply with reporting requirements of said Executive Order.
10. **DISPUTES AND ARBITRATION.** If any dispute arises between the Buyer and the Vendor under this Purchase Order, the Vendor agrees that the Buyer, at its sole option and in its sole discretion, may elect to submit such disputes to arbitration in which such event all claims between the parties hereunder shall be subject to arbitration. Such election shall be evidenced by the filing of a demand for arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and such arbitration shall then be conducted in accordance with such rules.

This agreement to arbitrate shall be specifically enforceable under the prevailing law. The award rendered shall be final and judgment may be entered upon by any court having jurisdiction thereof.
11. **CONFORMANCE WITH PLANS AND SPECIFICATIONS.** The Vendor certifies that the goods or services being furnished under the terms of this order are in strict conformance with the plans and specifications for the project to which the goods are being furnished.
12. **PAYMENT (S).** The Vendor is required to sign and have notarized a lien release prior to receiving any payment from the Buyer.
13. **MSDS sheets** are the sole responsibility of the "Vendor" and must be delivered to Buyer prior to delivery of the items purchased with this order.



LENCO
 DIV. OF SARAGA INDUSTRIES CORP.
 690 D ALBANY AVENUE
 NORTH AMITYVILLE, NY
 11701

Invoice

Invoice #: 00019254

Bill To:

LANCE CALLOWAY \LSJ
 6100 RED HOOK QUARTERS
 SUITE B-3
 ST THOMAS, VI 00802

Ship To:

LANCE CALLOWAY \LSJ
 6100 RED HOOK QUARTERS
 SUITE B-3
 ST THOMAS, VI 00802

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG.
HOUSE ACCOUNT		WM HAGUE	PRIORITY MAIL		X		To Be Prepaid	10/18/2007	1
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	EXTENDED	TX.
2	NPN FUEL	FUEL COOLER AS PER DWG FAXED			\$295.00			\$590.00	
1 CARTON						SALE AMT. \$590.00 FREIGHT \$47.50 SALES TAX \$0.00 TOTAL AMT. \$637.50 PAID TODAY \$0.00			
						BALANCE DUE		\$637.50	

FROM : SARAGA IND/LENCO

PHONE NO. : [REDACTED]

Oct. 18 2007 09:38AM P3

SARAGA INDUSTRIES CORP / LENCO
600 D ALBANY AVE.
N. AMITYVILLE, N.Y. 11701

PHONE- [REDACTED]

FAX - [REDACTED]

- PLEASE WIRE FUNDS TO:

FIRST NATIONAL BANK OF LONG ISLAND
800 WOODBURY ROAD
WOODBURY, NY 11797

ABA # [REDACTED]

- FOR THE ACCOUNT OF :

[REDACTED]
ACCOUNT # [REDACTED]

- MUST BE IN U.S. FUNDS - DRAWN
ON AN AMERICAN BANK

BERTHA									
Repair Budget									
August 27, 2007									
SHIPYARD COSTS	Qty	Unit	Per Unit Labor	Per Unit Material	Per unit Sub	Total Cost	Notes		
Haul / Launch Bertha	74	lf			\$15.00	\$1,110.00	Hauled 8/10/07		
Blocking	74	lf			\$3.00	\$222.00			
Transient Dock Fees	1	Day			\$124.12	\$124.12			
Lay Days	63	Days			\$122.10	\$7,692.30			
						\$9,148.42			
MUST DO									
Marine Survey	1	Tot			\$1,200.00	\$1,200.00	Completed 8/24/07		
Hydraulic Installation	1	Tot			\$52,000.00	\$52,000.00	8/21/07		
						\$53,200.00			
NECESSARY OUT-OF-WATER REPAIRS									
Stuffing box replacement	2	Ea		\$445.00		\$890.00	Applied		
	10	hrs	\$55.00			\$550.00	Applied		
Replace propellers	2	Ea		\$3,121.00		\$6,242.00	Applied		
	3	hrs	\$55.00			\$165.00	Applied		
Clean the fuel system	1	Tot			\$500.00	\$500.00	BH		
	12	hrs	\$37.50			\$450.00	BH		
Repair fuel leaks	1	Tot		\$1,200.00		\$1,200.00	BH		
	12	hrs	\$37.50			\$450.00	BH		
Rework bilge pumping system	1	Tot		\$150.00		\$150.00	BH		
	8	hrs	\$37.50			\$300.00	BH		
Repair/replace drum steering switch	1	Tot		\$400.00		\$400.00	BH		
	3	hrs	\$37.50			\$112.50	BH		
Repair radar mount	1	Tot			\$800.00	\$800.00	BH		
	1	hrs				\$800.00	BH		
						\$12,209.50			
SHOULD DO									
Purchase and install fenders	8	ea		\$800.00		\$6,400.00	BH		
	3	hrs	\$37.50			\$112.50	BH		
Purchase and install 1-1/4" dock lines	1	Tot		\$1,590.00		\$1,590.00	BH		
	2	hrs	\$37.50			\$75.00	BH		
Repair oil leaks	1	Tot		\$500.00		\$500.00	BH		
	40	hrs	\$37.50			\$1,500.00	BH		
Repair exhaust leaks	1	Tot			\$1,200.00	\$1,200.00	BH		

