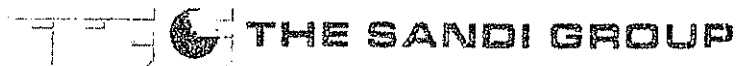


EXHIBIT 2

LAW OFFICES
RIEDLANDER MISLER, PLLC
1101 17th STREET, NW,
SUITE 700
WASHINGTON, DC

(202) 872-0800



JOINT VENTURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 28th day of May, 2009, by and between The Sandi Group, a Delaware Corporation, (the "First Party"), Dreshak International North America, a Limited Liability Company incorporated in the Commonwealth of Virginia (the "Second Party"), and Protection Strategies, Inc. incorporated in the Commonwealth of Virginia (the "Third Party," and collectively, the "Parties").

WHEREAS the First Party is engaged in the business of Security, Support Services, Local National Personnel and Management;

WHEREAS the Second Party is engaged in the business of TCN Guard placement, Management, Security, and Procurement;

WHEREAS the Third Party is engaged in the business of Security Services, Logistics, Clearance Processing and Safeguarding and holds an Active Top Secret Security Clearance;

WHEREAS the Parties wish to join together in a joint venture for the purpose of responding to and performing on the Theatre Wide Internal Security Services II, ("TWISS II") IDIQ (hereinafter referred to as the "Project");

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Formation.

- a. **General.** The joint venture formed pursuant to this Agreement (the "Joint Venture") shall do business under the name International Protective Services, ("the Company") and shall have its legal address at 2215 M Street NW, Washington DC, 20037. The Parties have associated themselves as a Joint Venture for the purpose of submitting a proposal, TWISS II, and if successful, performing the Project. The Parties shall cooperate in the preparation of the proposal and shall not team with any other party to pursue the Project, except as agreed among the parties. The Parties are prohibited from competing with the Company on any solicitation or individual Task Orders in connection with the Project. The Parties shall each bear their own costs in connection with the preparation of the proposal for the Project. Upon contract award, this JV shall be incorporated and applicable costs captioned within JV, per Operating Agreement. If the contract is not awarded to the JV, this Agreement shall dissolve within 48 hours following contract award, unless by mutual agreement, all Parties deem it beneficial and advantageous to incorporate. The Joint Venture shall be considered in all respects a joint venture among the Parties, and nothing in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties. No member of the Joint Venture may financially or otherwise encumber any other Party within the Joint Venture.
- b. **Duty of Good Faith.** Each Party shall owe to the other Parties a duty of good faith and fair dealing in the performance of its obligations under the Agreement and the performance of the

KM

LH

Contract, if awarded. Under this duty, each Party shall not engage in any activity or omission that deprives the other of the benefit of the Agreement.

- c. **Organizational Conflicts of Interest.** The Parties shall abide by the terms and conditions governing organizational conflicts of interest in FAR Part 9.5. This Agreement may be terminated if any Party forms a relationship that creates a conflict of interest as defined in the Contract.
- d. **Change in Financial Condition.** If any Party experiences an adverse material change in its financial condition at any time after the Effective Date of this Agreement, such Party shall notify the other Parties of such change at the time the change occurs or is identified.

2. **Purpose.** Nothing in this Agreement shall be construed as a limitation of the powers or right of any Party hereto to carry on a separate business for its sole benefit.

3. **Contributions.**

- a. The Parties shall each make an initial contribution to the Joint Venture according to the following terms:
 - i. **First Party's Contribution:** Mobilization financing for task orders as required based on security license per capitalization requirement, in country program management, life support as required, local national placement and management, accounts receivable and payable support, Washington DC based office space for CONUS back office program management including Accounts Receivable Processing, Legal and Contracting.
 - ii. **Second Party's Contribution:** Mobilization financing for task orders as required per capitalization requirement, TCN personnel placement and management; security, and procurement.
 - iii. **Third Party's Contribution:** Mobilization financing for task orders as required per capitalization requirement, Secret Facility Clearance, CONUS program management of facility clearance and of US cleared personnel, security, training, and subject matter expertise.

4. **Ownership.** Ownership interest in this Joint Venture shall be distributed among the Parties as follows:

- o First Party 45%
- o Second Party 35%
- o Third Party 20%

5. **Management.** If awarded to the Joint Venture, the TWISS II contract shall be carried out and performed on behalf of the Joint Venture under the direction of a JV Board composed of the following: A member from The First Party; A member from the Second Party; and a member from the Third Party. The Program Manager (CONUS) will also be a member but will not have voting rights. The JV board will meet once per quarter to review JV financials and business operations and will be responsible for reporting to management of each of the parent companies. A revolving Administrative Chairman shall be designated by the Board which term of service will be addressed in Operating Agreement. The Board shall work cooperatively in the determination of matters affecting the Joint Venture including the approval of all program management candidates (CONUS and OCONUS) and project-related budgets.

PMO: There will be a CONUS and OCONUS PMO. The CONUS PMO will provide program oversight and management to the TWISS II contract. This includes providing proposal support.

in-country related activities that the JV undertakes, including management of the TWISS II contract. The OCONUS PMO will report to the CONUS PMO which will report to the JV Board.

6. Disputes Resolution.

- a. Unless otherwise agreed by the parties, any claim, controversy or other dispute between the Parties relating to this Agreement will, before the filing of any legal action, and after due deliberation and attempts to cure by the Board, be submitted to respective senior executives representing each applicable Party. These executives will promptly meet to explore all possible ways of resolving the dispute amicably. Any resolution upon which these executives may agree in writing will be final and binding on the parties. If the executives do not resolve the dispute within thirty (30) days after the initial request for an executive meeting, the Parties may pursue any other legal remedies available.
- b. After the expiration of the 30-day period described in Section 6(a), any controversy or dispute arising out of this Agreement, the interpretation of any of the provisions hereof, or the action or inaction of any Party under this Agreement will be submitted to arbitration in Alexandria, Virginia under the commercial arbitration rules of The American Arbitration Association. Any award or decision obtained from any such arbitration proceeding will be final and binding on the Parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement will be instituted in any court by any Party except (a) as provided in Section 6(c) below, (b) an action to compel arbitration pursuant to this Section 6(b), or (c) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 6(b).
- c. Each of the Parties acknowledges and agrees that damages at law will be an inadequate remedy for a breach or threatened breach of certain provisions of this Agreement and agrees that, notwithstanding anything to the contrary in Section 6(a), Section 6(b), or elsewhere in this Agreement, in the event of a breach or threatened breach of Section 12, the respective rights and obligations arising from this Agreement will be enforceable by specific performance, injunction or other equitable remedy without being required to prove actual damages or post a bond. Notwithstanding the expiration or earlier termination of this Agreement neither Party hereto will be released from any liability or obligation (whether in the nature of indemnification or otherwise) that has already accrued as of the time of such expiration or termination or which thereafter might accrue in respect of any act or omission of such Party prior to such expiration or termination. The remedies provided in this Section 6 are cumulative and not exclusive of any other remedies that a Party may have in law or equity. THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE EASTERN FEDERAL DISTRICT COURT LOCATED IN ALEXANDRIA, VIRGINIA, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED IN SUCH COURT, AND ANY RIGHT TO TRIAL BY JURY.
- d. Costs for arbitration shall be paid for by initiating Party and prevailing Party shall be entitled to collect any and all costs or expenses relating to the dispute settlement including reasonable attorneys' fees from the non-prevailing Party.

7. Profit Distribution. The interest of the Parties in and to all profits and assets derived by the Joint Venture from the performance of the Project, and in and to any property acquired by this Joint Venture in connection with the work to be performed there under, and in and to all monies received as gross profit in the performance of the TWISS II contract, as well as in any losses which may result from the Joint Venture activities (other than those for which any Joint Venture member is indemnified

under provisions below), those percentages shall be as follows: First Party - 45%; Second Party - 35%; Third Party - 20%.

The Parties share of profits defined herein shall be all profits which remain after the payment of all actual costs of the Project and after reimbursement to First Party of a monthly Fixed Fee for administrative services and back office support as herein provided, as well as reimbursement to Parties providing direct labor utilizing individual company staff. Fixed Fee reimbursement to First Party will be mutually agreed upon by all Parties and detailed in the Operating Agreement. Invoices for said reimbursable services shall be submitted to the JV Board monthly. Profits shall be distributed quarterly with distribution payments to be made no later than 15 business days after close of the subsequent quarter. No distribution will be made unless the account receivable associated with the quarterly period has been remitted.

8. **Capitalization.** The percentage of any necessary working capital required for the performance of the TWISS II contract shall be provided for the Project in the Joint Venture agreement according to ownership percentages. Initial working capital requirement is determined to be \$5,000.00, allocated on ownership percentages. Additional amount of contributed capital from the Parties will be determined on a per Task Order basis. These funds shall be remitted to whichever party provided the funding from project profitability along with any applicable interest or other nominal carrying charges.

9. **Financial.** Adequate and separate books of account for the Joint Venture shall be maintained by the CONUS PMO providing Back Office support which is provided by the First Party with oversight by the Board including the Joint Venture checking account which records shall be made available for examination by the Second and Third Parties at all reasonable times upon written request. Reports of the financial condition of the Joint Venture shall also be made available to the Parties on a regular monthly basis, or at other reasonable times upon written request.

10. **Insurance.** The Joint Venture shall obtain and keep in effect such bonds and all insurance coverages as required by the Joint Venture under the contract for the Project.

11. **Bankruptcy.** In the event of the bankruptcy or insolvency of one of the parties hereto, or should one of the parties hereto commit any act of bankruptcy or take advantage of any bankruptcy, reorganization, composition or arrangement statute, then notwithstanding anything in this agreement to the contrary, such party (hereinafter referred to as the insolvent party) from and after said date, and its designee and alternate, shall cease to have any say or voice in the management of the Project and/or the Company and whenever it is provided in this agreement that the act, consent or decision of the parties hereto are required, it shall be deemed to mean the act, consent or decision of the other party hereto excluding the insolvent party. However, the insolvent party shall remain liable for its share of any of the losses as provided in this agreement and shall be entitled to receive its share of the profits, if any, as provided in this agreement, to be paid at the time and in the manner as in this agreement provided. Should such insolvency, bankruptcy or other proceeding of the type above described cause damage or extra cost to the other party, such damage or extra cost shall be charged against the interest of the insolvent party.

12. **Term.** This Agreement shall remain in full force and effect until such time as any of the following occurs:

(a) the award of the Contract to another contractor other than the Parties to this JV;

(b) mutual written agreement of the Parties, which may require agreement of the U.S. Government if the Contract is awarded to the Parties to this JV;

- (c) the complete performance of all of one Party's obligations under the Contract;
- (d) the decision of the Parties to the JV to withdraw the Proposal;
- (e) the expiration or termination of the Contract by the U.S. Government;
- (f) the suspension or debarment of any JV Party by the U.S. Government;
- (g) cancellation or withdrawal of the Solicitation by the U.S. Government;
- (h) violation of the terms of this Agreement by any party, upon which violation the violating Party shall be removed from the JV and the non violating Parties shall continue to perform under the contract.

13. **Default.** If any of the Parties ("the Defaulting Party"): (Definition of Default to be elaborated within the ensuing Operating Agreement.)

- a) becomes unable to pay any of its debts as they fall due; or
- b) enters into any arrangements with any of its creditors by composition or otherwise; or
- c) has any petition for winding-up presented against it (other than for the purposes of a merger); or
- d) by reason of insolvency becomes the subject of a court order appointing a liquidator, receiver or other custodian; or
- e) is in breach of, or fails to perform any of its duties and obligations under this Agreement, and fails to remedy such breach or failure within fourteen (14) days of receiving written notice by the other Party to that effect.

The other Party (the "Non-Defaulting Party") shall be entitled at any time to serve notice ("Default Notice") on the Defaulting Party invoking this Article. Upon service of a Default Notice, the following consequences shall immediately ensue:

- a) the Representatives of the Defaulting Party shall cease to have the right to attend or vote at meetings of the Joint Venture Committee;
- b) the authority and voting rights of such Representatives shall pass to the Representatives of the Non-Defaulting Party;
- c) all provisions in this Agreement requiring the consent of the Defaulting Party shall cease to apply;
- d) the Non-Defaulting Party is hereby appointed as attorney of the Defaulting Party for all purposes connected with this Agreement and/or the Contract, including without limitation the endorsement of checks or drafts received from any source but viz-a-viz the Defaulting Party, the Non-Defaulting Party shall not be liable in so acting as the Defaulting Party's attorney and the Defaulting Party shall ratify all acts of the Non-Defaulting Party made on its behalf without claim for any costs or expenses;
- e) the Non-Defaulting Party shall be entitled to do all things necessary to complete the Contract on behalf of the Joint Venture; and

- f) the Defaulting Party shall not be entitled to any benefit or interest relating to this Agreement, and notwithstanding any other provisions to the contrary in this Agreement shall be liable in damages for any loss, overdue interest, expense or liability incurred by the Joint Venture or the Non-Defaulting as a result of such event in accordance with common law.

The invocation of this Article shall not require recourse to the courts or arbitration.

14. Confidentiality, Non-Competition, Non-Solicitation & Non-Circumvention.

- a) With regard to Proprietary and/or Confidential Information disclosed by any of the Parties to this Agreement, the receiving Party agrees, unless required by a regulatory authority or court of law:
- i. Until three (3) years from the date of this Agreement, or until it is no longer Proprietary and/or Confidential Information whichever is later: (i) not to use Proprietary and/or Confidential Information for purposes other than the Purpose defined above, and (ii) not to disclose Proprietary and/or Confidential Information to persons other than its employees who have been determined to have a need to know. Disclosure of Proprietary and/or Confidential Information to any employee will be subject to each of the restrictions set forth herein; and
 - ii. Not to use Proprietary and/or Confidential Information to benefit itself or to damage the disclosing Party; and
 - iii. That such Proprietary and/or Confidential Information will remain the property of the disclosing Party and is not to be mechanically or electronically copied or reproduced without the express written permission of the disclosing Party.
- b). All Parties to this Agreement covenant and agree that they will not, and will procure that each of its subsidiaries and affiliates, and/or parent companies will not, solely or jointly, or through any person, company, enterprise or unit develop, carry on, participate in, engage in, or be involved in any businesses or activities that result in or may result in direct or indirect competition with the IPS's or individual Parties to Agreement performance or other business arrangements on the TWISS II contract ("IPS Business"), including but not limited to (i) making investments in businesses that result in or may result in direct or indirect competition with the IPS Business; (ii) soliciting any business, for itself or for other persons, from any person that has business relationships with IPS to include each individual Party to this Agreement; (iii) soliciting the employment of, or hiring, any officer, directors or employee of IPS and/or each individual Party to this Agreement and (iv) interfering with the IPS Business or encouraging other persons to interfere with the IPS Business ((i), (ii), (iii) and (iv) collectively, the "Competing Conduct").
- c). During the term of this Agreement, All Parties to this Agreement shall not (i) induce, encourage or attempt to induce any employee of IPS and/or each individual Party to this Agreement to leave the employment of IPS and/or each individual Party to this Agreement, or in any way interfere with the relationship between IPS and/or each individual Party to this Agreement and any employee thereof, (ii) hire directly or through another entity any person who was an employee of IPS and/or each individual Party to this Agreement at any time during the noncompetition period, or (iii) induce or attempt to induce any IPS and/or individual Party to this Agreement, including a Business customer, Business supplier, Business licensee or other

KH

[Handwritten signature]

LH

Business relation to cease doing business with IPS and/or individual Party to this Agreement or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and IPS and/or individual Party to this Agreement (including, without limitation, making any negative statements or communications concerning IPS and/or individual Party to this Agreement or any of its directors, officers, employees or affiliates).

- d). The parties agree that during the term of this Agreement and for a period of three (3) years thereafter, the Parties shall not, either directly or indirectly, alone or in conjunction with another party, circumvent, interfere with, harm or by-pass or attempt to circumvent, interfere with, harm or by-pass, the relationships of the Parties and/or its affiliates, subsidiaries, or parent companies, identified or introduced by the Parties to IPS and/or individual Parties to the Agreement, with any person who, at the time of the termination of this Agreement or within three (3) years prior to such termination, was a contact, employee, customer or supplier of the Parties and/or its affiliates. Additionally, during the term of this Agreement and for the three (3) year period following termination of same (regardless of the reason for termination), Parties to this Agreement shall not, either directly or indirectly, alone or in conjunction with another party, circumvent, interfere with or by-pass (or attempt to circumvent, interfere with or by-pass) IPS or and/or individual Party to this Agreement regarding any existing contact or business relationship that any of the Parties has disclosed or introduced to any of the JV partners at the time of termination or within three (3) years prior to such termination.

15. **Further Actions.** There are no further actions necessary at this time. Upon contract award an Operational Agreement will be drafted and terms mutually agreed upon by Parties to this JV.

16. **Assignment.** Neither this agreement nor any interest of the parties or either of them herein, including interest in any moneys belonging to or which may accrue to the Joint Venture in connection with the Contract may be assigned, pledged, transferred or hypothecated, except that in the event one of the parties desires to obtain banking accommodations for the purposes of this agreement and the Project, such party may, with the prior unanimous written consent of the other party, assign, pledge, or hypothecate its rights, title and interest in and to such moneys as it may be entitled to receive hereunder to the lending institution as security for said banking accommodation.

17. **Right of First Refusal.** None of the Parties hereto shall assign its ownership interest under this Agreement without the prior written consent of the other Parties hereto; and any purported assignment without such prior written consent shall be null and void; should one Party wish to assign its ownership interest, in whole or in part, the other Party shall have the right of first refusal, including their successors or permitted assigns.

18. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the District of Columbia, without regard to conflicts of law principles.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

20. **Claims.** The right of any person, firm or corporation claiming by, through or under any party hereto (including without limitation creditors, receivers, trustees, assignees, garnishees, executors, or administrators), to assert any claim against the right, title and interest of any party hereto, shall be limited solely to the right to claim or receive after completion of the Project and after the closing of the accounts of the Joint Venturers, the distributive share of such party in the net proceeds payable hereunder, and then only subject to the prior rights of the other party as set forth in this agreement.

21. Third Party Claims: Indemnification and Limitation of Liability. It is agreed that any claims asserted against any of the Joint Venture Parties separately by any third party relating to matters unrelated to the Project or affairs of the JV shall be the separate, individual responsibility of the JV Party responsible for the claim.

Each Party (herein the "Indemnitor") shall be liable for and shall defend, indemnify and hold harmless the other Parties, the Parties' affiliates and their respective officers, directors, employees, agents and customers (each a "Indemnitee") from and against any and all liabilities, damages, penalties, fines, interest, actions, claims, demands, suits or judgments, including court cost and reasonable attorneys fees, arising out of a claim by a third party against a Indemnitee resulting from any act or omission under or related to this Agreement or Contract or as a result of any of the following:

- (a) death or injury to any person and loss or damage to any property of anyone to the extent that such loss, damage, death or injury is caused by the willful act, recklessness or negligence of the Indemnitor, its employees, agents, invitees, contractors and subcontractors at any tier unless the risk of such loss, damage, death or injury has been assumed by the U.S. Government under the Contract;
- (b) any failure or violation by the Indemnitor to furnish current, complete and accurate cost or pricing data relating to its contract costs if required by the provisions of 10 U.S.C. Section 2306(f) and 48 C.F.R. Section 15.800 et seq.;
- (c) any failure by the Indemnitor to comply with, or its violation of the provisions "Cost Accounting Standards" clause and 48 C.F.R. Section 30.000 et seq., if applicable to the Contract;
- (d) any violation or failure to conform or comply with any applicable statute, regulation, ordinance or lawful order by the Indemnitor;
- (e) any violation, material breach or default of this Agreement or its subcontract, any debarment or suspension of Indemnitor in accordance with 48 C.F.R. Section 9.400 et seq.

Notwithstanding, and in addition to, any other remedy at law or in equity, if at any time prior to the award of the Contract one of the JV Parties commits an act that is cause for termination of the JV, upon written notice from the non-defaulting JV parties, the defaulting JV party shall not pursue the Contract either alone or in conjunction with any third parties. In such event, the non-defaulting JV parties may continue to pursue the Contract either alone or with such other persons as such JV party in its sole discretion, may choose, subject to the confidentiality obligations as set forth in this Agreement.

EXCEPT FOR THE PARTIES' RESPECTIVE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS ARISING FROM HEREIN, NONE OF THE PARTIES SHALL BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHETHER ALLEGED TO BE ATTRIBUTED TO ANY BREACH BY ANY PARTY OF THIS AGREEMENT TO TORT OR NEGLIGENCE OR OTHERWISE CAUSED.

EXCEPT FOR THE PARTIES' RESPECTIVE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS ARISING FROM HEREIN, EACH PARTY'S TOTAL LIABILITY TO EACH OTHER FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE EXCEED \$100,000 OR THE AMOUNT ACTUALLY INVOICED AND

RECEIVED BY SUCH PARTY UNDER THE CONTRACT PURSUANT TO THIS AGREEMENT, WHICHEVER IS GREATER.

22. **Taxes.** For purposes of the Joint Venture accounting and for income tax reporting, the Joint Venture shall adopt the accrual basis method of accounting and a calendar year for reporting. A copy of the annual operating statement and a memo regarding the Joint Venturer's distributive share of the profits or losses for tax purposes shall be supplied to each party on or before March 1 of each year as set forth in the Joint Venture agreement for any Project. Additional terms to be mutually agreed upon pursuant to signing of operating agreement which agreement shall be finalized within 10 business days of contract award.

23. **Banking.** All funds of the Project shall be deposited in an account to be established at a bank designated by the JV Board. Checks may be drawn on said account for payment of all actual expenses and administrative services fees and shall require signature from persons designated by JV Board. Additional terms to be mutually agreed upon pursuant to signing of operating agreement which agreement shall be finalized within 10 business days of contract award.

24. **Modifications.** This Agreement shall not be amended or modified except by unanimous approval of the members of the JV Board.

25. **Duration.** This Agreement shall remain in effect only for such length of time as may be necessary to carry out the undertaking and the terms, provisions and conditions of this Agreement.

26. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

27. **Announcements.** No announcement, release or other disclosure of information relating to this Agreement or the Parties hereto shall be made except by specific written agreement of the Parties, except such disclosures as must be made, in the Parties' reasonable judgment to comply with law or regulation or rules of any stock exchange.

28. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

29. **Notices.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to First Party:

Karin Mollard
THE Sandi Group
2215 M St NW
Washington, DC 20037

If to Second Party:

Jeanine Feitvoel
252 N Washington St
Falls Church, VA 22046

If to Third Party:

Loik Henderson
Protection Strategies Incorporated

2300 9TH STREET SOUTH SUITE 400
ARLINGTON, VA 22204

If to Joint Venture:

30. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

31. **Entire Agreement.** This Agreement constitutes the entire agreement between First Party, Second Party, and Third Party, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement shall bind the Parties and their successors or permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

FIRST PARTY

Karin Mollard
Signature

KARIN MOLLARD
Print Name

V P Bus Mgmt
Title

SECOND PARTY

Jeanne Zertrouel
Signature

Jeanne Zertrouel
Print Name

General Mgr, DINA
Title

THIRD PARTY

Loik Henderson
Signature

Loik HENDERSON
Print Name

Director of Contracting
Title