

Hayes & Hayes, LLP  
Attorneys at Law  
P.O. Box 633  
North Reading, MA 01864  
(978) 886-8989

**Email: haytham@puckettfaraj.com**

December 20, 2011

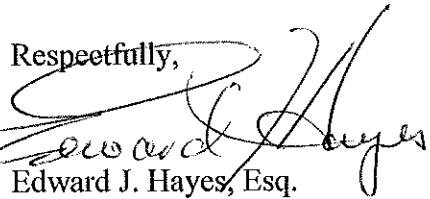
Puckett and Faraj  
1800 Diagonal Road  
Alexandria, VA 22314  
Attn: Mr. Haytham Faraj, Esq.

Re: A Plus E Auto Brokers  
Case No: 2011-0401-000187- 01 thru 017

Dear Attorney Faraj;

Please find the executed **Agreement and Mutual Release** in the above-referenced matter. Once your client has signed, please forward a copy to this office. If there is anymore that you will need, please feel free to contact me.

Respectfully,



Edward J. Hayes, Esq.

Enclosure  
EJH/pm

## AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (the "Agreement") is entered into effective as of the \_\_\_ day of December, 2011, by and between Sallaum Group, SA, whose principal place of business is located at 44075 Pipeline Plaze, Suite 3000, Ashburn, Virginia ("Sallaum"), A Plus E Auto Brokers ("A Plus E") whose address is 56 North Main Street, Fall River, MA, 02720, collectively referred to as the "Parties."

### RECITALS

WHEREAS, A Plus E placed the 17 vehicles that are the subject of this Agreement with Sallaum for shipping;

WHEREAS, a clerical error on the part of Sallaum resulted in these 17 vehicles being seized by the United States Customs and Border Protection ("CPB") in May, 2011, and which vehicles are still being held by CPB as of the date of this Agreement;

WHEREAS, the Parties wish to resolve any claims between A Plus E and Sallaum with regard to the 17 vehicles; and

WHEREAS, the Parties further wish to avoid the cost, expenses, and uncertainty associated with any such claims and to otherwise conclude their obligations to each other;

NOW, THEREFORE, in consideration of performance of the mutual promises contained herein, the Parties agree as follows:

### AGREEMENT

1. **Consideration.** In full and final conclusion of all obligations of Sallaum to A Plus E, Sallaum agrees to pay A Plus E One Hundred Sixty Two Thousand Seven Hundred Eighty Dollars (\$162,780) for the value of the vehicles plus Two Thousand One Hundred Ninety Dollars (\$2,190) in attorney's fees, for a total of One Hundred Sixty Four Thousand Nine Hundred Seventy Dollars (\$164,970) for the 17 vehicles listed below. The Parties acknowledge that Sallaum has already paid A Plus E the amount of One Hundred Thousand Dollars (\$100,000) as of the date of this Agreement in satisfaction of this obligation, and that the remaining Sixty Four Thousand Nine Hundred Seventy Dollars (\$64,970) shall be paid by Sallaum to A Plus E within (3) days of the Parties' execution of this Agreement. Simultaneously with signing this Agreement, A Plus E shall transfer the titles of each and every one of the following vehicles to Sallaum:

VIN	Year	Make	Model
JN8DR07Y81VV506620	2001	Nissan	Pathfinder
JTEEP21A260166609	2006	Toyota	Highlander
VVVGEM77L94D077575	2004	Volkswagen	Touareg

SN1AR18VV16C663556	2006 Nissan	Pathfinder
JTEEVV21A160006787	2006 Toyota	Highlander Hybrid
JTEHF21A530151209	2003 Toyota	Highlander
4T3ZF13C2YU272350	2000 Toyota	Sienna
STDBA23C24S007445	2004 Toyota	Sienna
JTEHD20V456029113	2005 Toyota	RAV4
IHGCG66851A118356	2001 Honda	Accord
IHGCG6673XA147046	1999 Honda	Accord
JT3HN87R2X9024155	1999 Toyota	4Runner
SN1AR18VV75C759500	2005 Nissan	Pathfinder
VVVGZG77L26D036152	2006 Volkswagen	Touareg
JTMBD33V276031814	2007 Toyota	RAV4
SN1AR18VV86C619392	2006 Nissan	Pathfinder
JTEHTOSJ312016044	2001 Toyota	Land Cruiser

2. **General Release.** For and in consideration of the Parties entering into this Agreement, and other good and valuable consideration received from or on behalf of Sallaum and A Plus E, the receipt of which is hereby acknowledged, the Parties hereby remise, release, acquit, satisfy, and forever discharge each other including, where applicable, its officers, directors, agents, employees, affiliates, subsidiaries, parent corporation, and all of its assignees of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which the Parties ever had, now have, or which any successor or assign of the Parties hereafter can, shall, or may have, whether known or unknown, against the other for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of these presents. This general and complete release covers all claims that the Parties know about and those that they may not know about that exist in their favor at the time of executing this Agreement.

3. **Execution of any Necessary Documents.** The Parties agree to cooperate with the execution of such other and further instruments as may be necessary to carry out the intent of this Agreement.

4. **Governing Law.** This Agreement shall be construed under the laws of the State of Virginia.

5. **Entire Agreement.** This Agreement contains the entire Agreement between the parties, and there are no other terms or conditions, express or implied. Any amendment to his Agreement must be in writing, and signed by all parties, in order to be valid.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by fewer than all, but together signed by all, of the Parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one counterpart.

7. **Acknowledgment of Understanding.** The Parties acknowledge that they have carefully read and fully understand each and every term of this Agreement, and that they execute this Agreement voluntarily and of their own free will.

8. **Survival of Covenants.** The covenants set forth in this Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

9. **Signatures.** The Parties may deliver their signed counterparts of this Agreement to the other Party by facsimile or by electronic mail. The Parties agree that signatures delivered by facsimile or by email shall be sufficient to bind the Party delivering the signature in that manner and original signatures are not required to make this Agreement effective and enforceable between the Parties.

10. **Enforcement of Agreement.** In the event of a breach of this Agreement, the prevailing party, as may be determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees incurred in a successful enforcement or defense of enforcement claim, as the case may be, under this Agreement.

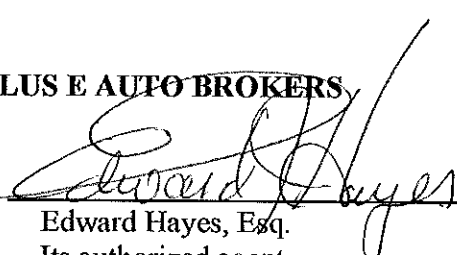
IN WITNESS WHEREOF, the Parties have signed this Agreement and Mutual Release on the dates listed below their signatures.

SALLAUM GROUP, SA

By: \_\_\_\_\_  
Toufeilly Sadek,  
Its authorized agent

Date: \_\_\_\_\_

A PLUS E AUTO BROKERS

By:   
Edward Hayes, Esq.  
Its authorized agent  
For Elie Huways  
Principal, A Plus E Autobrokers

Date: 20 December 2011