

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement is entered into as of the _____ day of MARCH, 2007 by defendant, Freehold Mitsubishi, Inc. trading as Freehold Mitsubishi (hereinafter “Freehold Mitsubishi” and or “the dealer” or “dealership”) and class plaintiffs, Barbara L. Hondo and Bobbie Green, each of which are named plaintiffs in different actions brought against the dealership and who have been named and approved by the Court to act as Class representatives in this matter, buy and through their counsel Jonathan Rudnick, Esq. of Rudnick, Addonizio & Pappa. As more fully described herein the plaintiffs named above have filed class actions against Freehold Mitsubishi. These consolidated actions include Barbara L. Hondo v. Freehold Mitsubishi Inc., Superior Court of New Jersey, Law Division, Monmouth County, Docket Number MON-L-1920-03 and Bobbie Green, et al. v. Freehold Mitsubishi, Inc., Superior Court of New Jersey, Law Division, Monmouth County, Docket Number MON-L-4406-03. The parties are entering into this agreement in order to settle any and all claims made by the persons listed above in the actions which they have brought and to settle claims of the putative class as defined herein.

RECITALS

WHEREAS, plaintiffs, on behalf of themselves and the putative classes, have alleged that defendants have acted improperly in various ways concerning the charging of fees, charges related to the purchase of a new motor vehicle at Freehold Mitsubishi; and

WHEREAS, defendants filed Answers with Affirmative Defenses in the various actions regarding any and all liability to plaintiffs and the putative classes; and

WHEREAS, plaintiff’s counsel has obtained discovery on the class action claims asserted in the various Complaints in the form of document production, answers to interrogatories and depositions of Freehold Mitsubishi personnel; and

WHEREAS, Rudnick, Addonizio & Pappa, Jonathan Rudnick, Esq. appearing, on motion

has been appointed class counsel by the Superior Court of New Jersey, Law Division, Monmouth County; and

WHEREAS, at the Court's discretion arms length negotiations have taken place between plaintiffs' counsel and counsel for defendants together with the defendant Freehold Mitsubishi; and

WHEREAS, the parties to avoid the expense, delay and risk of continued litigation including additional discovery, investigation and trial, and desire to compromise these class action claims subject to Court approval upon the terms and conditions set forth herein; and

WHEREAS, based upon their investigation and evaluation of the facts and law relating to the matters alleged in the Complaint, plaintiffs, on the advice and recommendation of class counsel, have agreed to settle their actions, pursuant to the provisions of this agreement, after considering such factors as (1) the benefits to the plaintiffs in the class under the terms of the settlement agreement, (2) the uncertainty of being able to prove the allegations in the Complaints, (3) the attendant risks of litigation, especially in consumer actions such as this, as well as the difficulties, risks and delays inherent in such litigation, (4) the uncertainty inherent in the various theories of liability and damages alleged, and (5) the uncertainty and inherent risks in defendants' ability to withstand any potential judgment after trial and the collectability of such judgment, and (6) the desirability of consummating the settlement agreement promptly to provide efficient relief to the class; and

WHEREAS, plaintiffs and class counsel have concluded that this agreement is fair, reasonable, and adequate because, amongst other things, it provides substantial benefits to the class and is in the best interest of the class, and

WHEREAS, defendants expressly deny any wrongdoing alleged in the Complaints, do not concede any wrongdoing or liability in connection with any facts or claims that have or could have

been alleged against them in this litigation, but consider it desirable for the actions to be settled and dismissed to avoid the further expense, burdens and uncertainties associated with continued litigation of these claims, and to bring finality to the issues raised in the litigation; and

WHEREAS, the plaintiffs, the settlement class and defendants agree that this settlement agreement shall not be deemed or construed to be an admission or evidence of any violations of any statute, law, administrative regulation or any liability or wrongdoing by defendant or of the truth of any of the claims or allegations alleged in the above referenced actions or otherwise; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, plaintiffs (individually and in their respective capacities as representatives of the class) and defendant hereby agree that these class actions and the claims raised in them are hereby settled, compromised, and dismissed on the merits and with prejudice, on the following terms and conditions subject to the approval of the Court.

1. DEFINITIONS

“CLASS COUNSEL” means those persons or firms appointed by the Court to represent the plaintiffs and class herein currently identified as Jonathan Rudnick, Esq. of Rudnick, Addonizio & Pappa, 25 Village Court, Hazlet, New Jersey 07753, (732) 264-4400.

“CLASS MEMBERS” means New Jersey residents that purchased or leased a new motor vehicle from Freehold Mitsubishi during the class period.

“CLASS PERIOD” means, except as otherwise expressly provided for herein, the period from and including April 28, 1997 to and including October 31, 2006. At the option of Freehold Mitsubishi, the “class” may be enlarged to any beginning date prior to April 28, 1997 or to an ending date after September 25, 2003 up to and including the date this settlement agreement is executed by Freehold Mitsubishi.

“CERTIFICATE” shall mean a document providing certain benefits to class members redeemable by class members or those specifically entitled to use the documents for the benefit identified herein and as more specifically set forth on the document.

“EFFECTIVE DATE” means three business days after the date on which a final order has been entered by the Court approving this agreement as the term “final order” is defined herein.

“FINAL ORDER” means a final order and judgment approving this settlement after a settlement hearing as described in paragraph 10 of this agreement, when the time for filing an appeal from that order and judgment has expired without any appeal having been taken, or, if the order and judgment has been appealed when the highest Appellate Court to which an appeal or review or further appeal or review may be taken or sought has entered an order or judgment on the appeal or review and the time for filing a further appeal from review of that order and judgment has expired and the order is no longer subject to further appeal or review.

“NOTICE” or ***“CLASS NOTICE”*** or ***“NOTICE OF THE PROPOSED SETTLEMENT”*** means the notice of the proposed class settlement and fairness hearing date to putative or actual class members as more fully described herein under paragraph.

“PURCHASE” shall mean and include both the purchase or lease of a new motor vehicle.

“PURCHASER” shall mean and include both the consumer who purchases and finances or leases a motor vehicle.

“RELEASED CLAIMS” means those claims that were or could have been included in the class action Complaints including but not limited to claims of consumer fraud violations, misrepresentations, common law fraud, federal and state statutory and regulatory violations arising out of or related to the sale of pre-delivery services and alleged “price packing” specifically

identified as “appearance packages”, including but not limited to optional and pre-installed appearance items such as pin stripping, wheel well moldings, door edge guards and the like and the sale of “etch” or window etching individually or along with optional registration and benefit plans.

“RETAIL DELIVERY RECORD” means the retail records maintained by the manufacturer of the new vehicles sold or leased by Freehold Mitsubishi documenting their retail delivery to a customer.

2. CLASS COMPENSATION

The settlement terms and conditions applicable to all class members shall consist of certificates, cash and other relief afforded to class members as set forth herein:

- (a) **\$500.00 Discount Certificate.** All members of the class will receive a certificate having a face value of \$500.00 which is valid for use of the purchase or lease of any new or used motor vehicle from Freehold Mitsubishi. Said certificate shall be valid for 60 months from date of issuance. Said certificate shall be transferable provided the customer to whom the certificate was mailed endorses the certificate. Only one certificate can be utilized per new or used vehicle purchase or lease. Said certificate cannot be combined with any other offers, sales, promotions. Multiple certificates cannot be used towards the purchase of any one vehicle.
- (b) **One Free Oil Change Certificate.** Each class member shall receive a certificate permitting said class member to obtain one free oil change at Freehold Mitsubishi. An oil change shall consist of the removal and replacement of up to five quarts of motor oil and replacement of the vehicle’s oil filter. This certificate shall be valid for 60 months from date of issuance. It cannot be combined with any other offers. Only one redemption per class member.
- (c) **Cash Payment Claim Form Certificate.** Each class member shall be entitled to a

cash payment of \$50.00 provided the class member responds to the class notification of settlement by identifying confirming their name, address, date of transaction, identification of vehicle by make, model or vehicle identification number to the claims administrator and by confirmation of said transaction and vehicle acquisition by Freehold Mitsubishi. The claim form must be submitted to the claim administrator and be post marked by 11:59 P.M. on September 14, 2007. Class members whose certificates are not post marked or received by the class administrator by the claim form deadline shall be ineligible for relief. Materially incomplete or inaccurate claim forms which cannot otherwise be verified by the settlement administrator shall be disqualified and said class members shall be ineligible for this relief.

3. CLASS REPRESENTATIVE FEES

Each Class representative consisting of the two named plaintiff's in these actions shall be entitled to a class representative fee, subject to Court approval, of \$2,000.00. The two class representatives are Barbara Hondo and Bobbie Green as their names appear. No additional person(s) shall be entitled to a class representative fee even should such persons be identified and pleading be amended between the date of this settlement agreement and the date of final approval by the Court.

4. EQUITABLE RELIEF.

The final order issued by the Court shall include a Court enforceable provision that Freehold Mitsubishi, Inc. shall, from the time of the final order, include on their buyers order, retail order or initial contract executed by the customer where utilized, a specific entry which shall be pre-printed on the buyers order or retail order form "Appearance Package (optional) (dealer installed options incl. pinstriping/wheel well molding/door edge guards)" or as said optional equipment shall be modified from time to time. No pre-printed price shall appear in any column chargeable to the

customer but this shall not preclude the dealer from identifying its list price, asking price or suggested retail price under or in the area of the above stated quoted language provided it does not appear in a column normally identified as chargeable to the customer. Any price charged to the customer shall be handwritten or printed in the column itemizing charges to the buyer. Should the contents of the “appearance package” change, the buyers order or retail order shall reflect the itemized components of that package.

The disclosures to be made as set forth herein shall be agreed to between the parties. In the event the parties are unable to reach an agreement on the language, the parties will appoint a mediator that shall decide the choice of language and his decision shall be final and binding upon the parties.

5. RANDOM AUDIT

Subject to approval by the Court, Class Counsel shall have the right to randomly inspect 10% of the buyers orders or retail orders, at the end of the twelve months from final approval date for orders entered into by Freehold Mitsubishi over the preceding 12 months, for compliance solely with the above stated equitable relief. Said random inspection shall be made on not less than 30 days written notice of the request for the random audit and inspection by class counsel directed to the dealer and its counsel. Class counsel shall have the right to randomly inspect the buyers order or retail orders only. Said buyers orders or retail orders shall be redacted of any customer information. Class counsel’s audit or inspection of said buyers orders or retail orders shall be used for no other purpose than for Freehold Mitsubishi’s compliance with the equitable relief as set forth herein. Access to said records shall only be at the premises of Freehold Mitsubishi. Information obtained by class counsel during said inspection or audit shall not be used for any other purpose nor shall it be admissible in evidence in any other matter pending or filed in the future against Freehold Mitsubishi.

6. CLASS COUNSEL FEES AND COSTS

Freehold Mitsubishi shall pay to Class Counsel, subject to approval by the Court, counsel fees and costs that Class Counsel and Freehold Mitsubishi and its counsel agree are the reasonable counsel fees and costs associated with Class Counsel's prosecution of these matters through any Final Hearing and complete and final administration of this matter. The agreed upon Fees and Costs are Seventy-eight Thousand One Hundred Dollars (\$78,100.00) which amounts shall be payable as follows: Five Thousand Dollars (\$5,000.00) within thirty (30) days of Final Approval of all aspects of the settlement by the Court; Two Thousand One Hundred and Fifty Dollars (\$2,150.00) each month for thirty-four (34) consecutive months thereafter commencing thirty (30) days after the initial payment as set forth hereunder. Said amounts are inclusive of Class Counsel's actual costs and expenses which Class Counsel represents are Eight Thousand Dollars (\$8,000.00) more or less. No further payments for Counsel Fees and Costs will at any time be due and payable by Freehold Mitsubishi to Class Counsel.

7. CLASS NOTICE AND SETTLEMENT ADMINISTRATION

The administration of the settlement including the mailing of the Notice of the Proposed Settlement, Certificates and Cash Redemption Claim Forms shall be handled by a claims administrator which will be an independent agency or it as identified by Freehold Mitsubishi for this purpose and consented to by class counsel and ultimately approved by the Court. Freehold Mitsubishi has nominated Poorman-Douglas Corporation, 10300 SW Allen Boulevard, Beaverton, Oregon 97005 , with Court approval, to act as the claims administrator and class counsel consents to such appointment. Procedures for handling the mailing of notices, certificates and cash claim forms shall be as set forth herein or as otherwise agreed to by the parties or determined by the Court. The cost of notice and administration will be borne by Freehold Mitsubishi.

Notice as required hereunder, subject to approval by the Court, shall be by way for First Class

Mail. The parties hereto agree that publication is not constitutionally required since class members are readily identifiable utilizing the manufacturer's Retail Delivery Records. Customer addresses shall be submitted to the National Change of Address Database (NCOA) by the class administrator prior to initial mailings to class members. Any returned mailings to a particular class member shall then be submitted to a secondary available national database for any forwarding address that shall be on file. Should such forwarding address be available a new mailing will be directed to those class members utilizing the forwarding address provided by the postal service. Such submissions for forwarding addresses of class members whose mailings are returned and subsequent mailing of notices to disclosed forwarding addresses need only be completed in batches or groups not more than once per month or when returned mailing reach one hundred in number.

The certificates to be used by the claims administrator shall be in the forms as created and agreed to by Class Counsel and Freehold Mitsubishi and will be attached hereto as Exhibits A, B and C, respectively. Freehold Mitsubishi shall provide the claims administrator with a mailing list to be used to forward notice and thereafter to be used for issuance of appropriate certificates. Freehold Mitsubishi and class counsel agree and stipulate that the manufacturer's Retail Delivery Record shall constitute a complete list of all class members during the class period as defined herein.

8. PRELIMINARY CERTIFICATION AND SETTLEMENT APPROVAL ORDER

Upon execution of this agreement class counsel shall file and move before Honorable Jamie S. Perri, J.S.C., Superior Court of New Jersey, Law Division, Monmouth County for an Order preliminarily approving the settlement.

The terms and conditions of the settlement agreement shall not be effective until approved in a preliminary fashion by the Court and by final approval by the Court at the fairness hearing as identified herein. Such final approval shall only be effective upon entry of a final order or judgment approving settlement in this matter.

9. NO ADMISSION OF LIABILITY

This settlement agreement is agreed to by Freehold Mitsubishi solely for the purpose of avoiding the time, expense, risks and inconvenience of continued litigation. This agreement and the settlement provided for herein, and all related papers and proceedings, are not, and shall not, be construed to be an admission by Freehold Mitsubishi or any of their respective present or former agents, officers, directors, employees, parents, subsidiaries, or affiliates of any validity of any of the claims asserted in the class actions or of liability to plaintiffs, the classes, or anyone else, or of any wrong-doing by them whatsoever. Nor may this agreement or the settlement provided for herein nor any of the related papers or proceedings be offered or received in evidence in any action or proceeding as an admission on the part of Freehold Mitsubishi, or any of their respective present or former agents, officers, directors, employees, parents, subsidiaries or affiliates, of any validity of any of the claims asserted in the class actions or of liability to plaintiffs, the classes, or anyone else, or of any wrong-doing by them whatsoever. These provisions apply to the pleadings, orders and all discovery conducted and/or obtained during the pendency of these actions.

10. FINAL APPROVAL, ORDER AND JUDGMENT

After the settlement hearing wherein the Court preliminarily approves the settlement including terms and conditions of this settlement agreement and after having conducted a final hearing, the Court shall enter an Order and judgment:

- (a) Approving the settlement agreement and proposed settlement as fair, reasonable and adequate; directing the settling parties and their counsel to comply with and consummate the terms of the settlement agreement; and declaring the settlement agreement to be binding on all class members and preclusive in all pending and future law suits or other proceedings;
- (b) Finally certifying the class;

- (c) Finding that the class notice and the notice methodology implemented pursuant to the settlement agreement constituted reasonable and the best practical notice under the circumstances; notice was reasonably calculated, under the circumstances, to apprise class members of the pendency of this action, their right to object to or exclude themselves from the proposed settlement and to appear at the fairness hearing; and finding that the notice given constituted due, adequate and sufficient notice to all persons entitled to receive said notice; and met the requirements of due process under the state and federal constitutions, and otherwise satisfied the requirements of the state's rules governing class actions;
- (d) Finding that counsel for the class representatives adequately represented the classes for purposes of entering into and implementing this settlement;
- (e) Dismissing the actions on the merits and with prejudice, without fees or costs to any party except as provided in the settlement agreement, incorporating the release set forth in Paragraph 11 of this settlement agreement, and forever discharging the released parties from any claims or liabilities arising from or related to the release transactions as provided for in the release;
- (f) Barring and enjoining all class members who have not been excluded from the class from instituting, continuing, maintaining or asserting against the released parties any actions for any of the released claims; and
- (g) Retaining jurisdiction over the administration of the settlement to supervise the settlement relief, to rule on any application by counsel with respect to issues arising under said settlement agreement, to protect and effectuate the final order and judgment and to address matters raised by the claims administrator and/or for any other necessary purpose.

11. RELEASE

On entry of a final order and, as of the effective date, plaintiffs and each member of the classes for themselves, their heirs, successors and assigns shall and do hereby jointly and severally remise, release, quit and forever discharge all persons, including without limitations, Freehold Mitsubishi, its affiliates, subsidiaries, representatives, agents, employees, officers, directors, successors and/or assigns (hereinafter "the released parties") of and from all released claims, actions, causes of actions, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments and demands, liabilities and obligations, in law or in equity, known or unknown, suspected or unsuspected, fixed or contingent, and whether or not concealed or hidden, that plaintiffs and members of the classes did assert or could have asserted in connection with the class action litigation or otherwise based on or arising from the allegations or matters that were or could have been contained in the class action complaints in the actions identified herein to this agreement including but not limited to alleged "pre-delivery services" and related fees such as appearance packages, optional equipment packages, pinstriping, door edge guards and moldings, wheel well guards and moldings, etch fees, etch fee contracts, glass etching, which the class contends constitutes "price packing" including but not limited to the sale, amount charged for the items, method of sale, financing, method of financing, leasing and method of leasing of the items mentioned above.

12. REQUEST FOR EXCLUSION

As it will be set forth in the class notice, any potential class member who wishes to be excluded from the class must file a written request for exclusion with the claims administrator post marked no later than 11:59 P.M. on June 1, 2007. Copies of any request for exclusion may be obtained from the claims administrator or Freehold Mitsubishi should it act as the claims administrator in this case, by class counsel or defense counsel upon request. The claims administrator shall file a certified list of valid exclusion notices and a list of invalid exclusion notices

with the Court at or before the time of the fairness hearing. Any potential class member who does not file a timely written request for exclusion shall be bound by all proceedings, orders and judgments in this action even if he or she has pending or subsequently initiates litigation against Freehold Mitsubishi, Inc., its agents, servants or employees, affiliates, subsidiaries, parent corporations and/or others relating to the transactions or claims that are the subjects of these actions. The class representatives shall not, and cannot, request exclusion from the class and will not object to the proposed settlement.

13. OBJECTIONS TO SETTLEMENT

Any class member who has not timely filed an effective request for exclusion but wishes to object to the fairness, reasonableness or adequacy of this settlement agreement, or to object to the fairness, reasonableness or adequacy of the attorneys fees application, or object to the proposed settlement must serve on designated class counsel, Jonathan Rudnick, Esq., Rudnick, Addonizio & Pappa, 25, Village Court, Hazlet, New Jersey 07753 and counsel for Freehold Mitsubishi, Inc., John S. Fetten, Esq., Montgomery, Chapin & Fetten, 745 Route 202/206, Suite 101, Bridgewater, New Jersey 08807 a statement of each objection and the specific reason for each objection including any legal support the class member may wish to bring to the Court's attention and a list of witnesses, exhibits or other evidence the class member may wish to introduce in support of the objection(s). Class members may do so either on their own or through an attorney hired at their own expenses. Any class member who timely files and serves a written objection, is described in the preceding section, may appear at the fairness hearing whether in person or through personal counsel hired at the class members expense, to object to the fairness, reasonableness or adequacy of the settlement and/or attorneys fees application, or to object to the proposed settlement.

If a class member or his or her attorney intends to make an appearance at the settlement hearing for any other purpose, the class member or attorney must file a notice of appearance with the

Clerk of this Court, Superior Court of New Jersey, Monmouth County Courthouse, 71 Monument Park, Freehold, New Jersey 07728 and serve a copy of same on designated class counsel and defense counsel no later than seven (7) days before the fairness hearing or as the court may otherwise direct. Objecting class members may be deposed by class counsel or defense counsel regarding their class membership, the nature and basis of their claims against Freehold Mitsubishi and the nature and basis of their objections. Such depositions shall take place in a location within Monmouth County. The time limit set forth in this paragraph may be shortened by the Court upon application for good cause shown.

Any class member who fails to comply with the provisions of the preceding sections of this paragraph waives and forfeits any and all rights he or she may have or have had to appear separately and/or object, and shall be bound by all of the terms of this settlement agreement, preliminary approval and final approval, orders and judgments in this action.

14. MISCELLANEOUS GENERAL MATTERS AND RESERVATIONS

- (a) Plaintiffs counsel whose name appears in paragraph 1, definitions, class counsel, represent that (i) they are authorized to enter into this settlement agreement on behalf of the plaintiffs; (ii) they are protecting the interest of the entire classes
- (b) Defendants counsel, John S. Fetten, Esq., represents that he is authorized to enter into this agreement on behalf of Freehold Mitsubishi, Inc.
- (c) All terms of this settlement agreement and ancillary agreement shall be governed by and interpreted according to the substantive law of the State of New Jersey. Any action to enforce this agreement or a final order shall be commenced and maintained only in the Court that issued the final order. The claims administrator shall be answerable to the Court served solely at its appointment and discretion. The claims administrator in this matter shall file a formal consent to subject itself to the

jurisdiction of this Court.

- (d) The settling parties reserve the right subject to the Court's approval to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement.
- (e) If no Court approves this agreement and all material parts thereof, or if any such approval is reversed or overturned on appeal or review, the entire agreement shall be null and void.
- (f) Upon entry of a final order this agreement will be binding upon the parties thereto and their respective heirs, administrators, personal representatives, successors and/or assigns as well as all class members who do not timely and effectively exclude themselves from the class as set forth herein.
- (g) This agreement contains the entire agreement and understanding between plaintiffs, the classes and Freehold Mitsubishi, Inc. with respect to the settlement of these class actions, and supersedes all prior understandings and agreements, if any, with respect thereto.
- (h) This agreement may not be amended, supplemented, modified or terminated nor shall any obligation, term or condition be deemed waived except by a formal written document signed by counsel for Freehold Mitsubishi, Inc. and counsel for the class described in paragraph 1 of the definition section of this agreement.
- (i) This agreement may be executed in counterparts with the same effect as if all parties and signatories had signed the document at the same time. All counterparts may be consolidated, shall be construed together, and shall constitute one document.
- (j) The parties, their successors and/or assigned, and their attorneys, agree to cooperate fully with one another in seeking Court approval of the settlement agreement and to

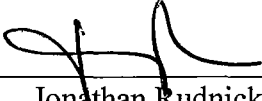
use their best efforts to effectuate the prompt consummation of the settlement agreement and the proposed settlement.

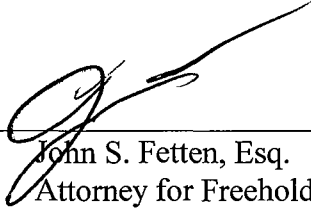
- (k) Plaintiff's shall execute a stipulation of dismissal with prejudice as to defendant Bay Ridge Automotive Management Inc. immediately. This provision is not subject to Court approval as said defendant has not been named on class action claims nor has a class been certified as to said entity.
- (l) The parties, except as set forth in Paragraph 6 with respect to class counsel fees and expenses, will bear their own costs, expenses and counsel fees.
- (m) Any and all claims asserted against BayRidge Automotive Management Inc. shall be dismissed immediately by plaintiff herein, individually, and as class representatives by and through counsel for plaintiffs and the class. This condition is not subject to Court approval nor is such approval a requirement of this term and condition. A Stipulation of Dismissal with Prejudice prepared by defendant's counsel and submitted to class counsel shall be executed immediately and forwarded to defendant's counsel for execution and filing with the Court as to BayRidge Automotive Management Inc.. This provision shall survive any term, condition or statement to the contrary with respect to the validity of this agreement should any party or person seek to appeal any ruling of the Court with respect to preliminary approval or final approval in this matter and is independent of any statement, term and condition of this agreement that would result in this agreement being declared null and void.

IN WITNESS WHEREOF the parties have signed this agreement as of the date first set forth above.

RUDNICK, ADDONIZIO & PAPPÀ

MONTGOMERY, CHAPIN & FETTEN

By:  3/28/07
Jonathan Rudnick, Esq.
Attorney for the Class

By: 
John S. Fetten, Esq.
Attorney for Freehold Mitsubishi, Inc.

DATED:

DATED: 3/26/07