

Exhibit "A"

SHAREHOLDERS AGREEMENT

AGREEMENT, made this 7th day of August 2006, by and between Roopnarine Singh, residing at 121-05,107th Avenue, Richmond Hill, New York 11419, and MSN Air Service, Inc., having its principal office at Cargo Building #86, John F. Kennedy International Airport, Jamaica, New York 11430 (hereinafter called the "Corporation" and Edward A. Radburn, an individual, residing at 1682 Park Street, Atlantic Beach, New York 11509.

WITNESSETH:

WHEREAS, the parties are the sole shareholders of the Corporation; and

WHEREAS. The parties wish to make certain agreements relating to and affecting the Corporation, and their respective rights, interests, and obligations in and to the Corporation, and as to shares of the Corporation, and further wish to impose certain restrictions upon the transfer of the shares of the Corporation, and to provide for the purchase by the Corporation of a decedent's interest in the Corporation, and finally, to provide the funds necessary to carry out these purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

ARTICLE 1 SHARES

1. The Corporation shall have an authorized two (200) hundred shares, all of which shall be without par value.
2. In consideration of certain capital investments and payment of good and valuable consideration including services that were provided, the Corporation hereby issues the following shares: fifty five (55) per cent to Roopnarine Singh; forty five (45) per cent to Edward A. Radburn; shares represent one hundred (100) per cent of all issued and outstanding shares of the Corporation.

ARTICLE 11
OFFICERS, DIRECTORS AND MANAGEMENT

1. The Board of Directors of the Corporation shall consist of all of the stockholders which currently are as follows: Roopnarine Singh, Edward A. Radburn, so long as they are shareholders and not disqualified to serve as directors under the laws of New York. In the event that there are new stockholders, the Board of Directors shall decide which of the stockholders shall be allowed on the board of directors.
2. The Board of Directors shall make all decisions regarding the election of officers and the decisions of the Corporation. The officers of the Corporation shall be as follows:

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|----------------------|------------------|
| President: | Roopnarine Singh |
| Vice President; | Edward A.Radburn |
| Secretary/Treasurer: | Roopnarine Singh |

3. That so long as the parties are shareholders of the Corporation, they shall be paid profits or share losses as follows:

Any net profits or losses that may accrue to the Partnership will be distributed or shared by the shareholders based on their percentage of stock ownership, I.e. any profits shall be divided as follows: fifty five (55) percent to Roopnarine Singh; forty five (45) per cent to Edward A. Radburn.

4. The Board of Directors agree that all matters of policy, including but not limited to, the determination of employee's salaries, shall be decided by a majority vote of the members of the Board of Directors.
5. In connection with the management and operation of the business, it is intended that the Board of Directors shall be responsible for the following:
 - (a) Overseeing general business matters, such as insurance, accounting, financing and approval of contracts;
 - (b) The day to day operations of the business, including sales, estimating, coordinating sub-contractors, preparation of contracts, payment of debts and obligations, attention to collecting accounts receivable, purchasing and for operating within the laws of States in which the Corporation obtains contracts;

(c) Field supervision and overseeing all field operations as well as the hiring and firing of all field employees.

In addition to the foregoing, each member of the Board of Directors, while employed by the Corporation shall perform such duties as directed by the Board of Directors.

That Roopnarine Singh shall be guaranteed full time employment as President in the Corporation as long as the Corporation is in existence at the salary and benefits applicable in accordance with the industry standard. That Edward A. Radburn shall be guaranteed full time employment as Vice-President in the Corporation as long as the Corporation is in existence at the salary and benefits applicable in accordance with the industry standard. If in the event that the Corporation is sold to a third party this employment provision for Roopnarine Singh and Edward A. Radburn is void.

ARTICLE 111 **CAPITAL INVESTMENT**

1. It is agreed that in the event additional capital is required by the Corporation each of the shareholders shall be responsible to lend or arrange loans proportionate to the shares held by them. If the Corporation is unable to repay any loans made by the shareholders or loans arranged by them for the Corporation, each of the shareholders shall be responsible for their proportionate share of the indebtedness. Each shareholder agrees that they will and do indemnify the others against any loss incurred by them in excess of their proportionate share of indebtedness.
2. That the Corporation is registered and its principal place of business shall be Cargo Building #86, John F. Kennedy International Airport, Jamaica, New York 11430

ARTICLE IV **DISSOLUTION**

1. That in addition to those restrictions and requirements set forth in the Business Corporation Law of New York State, the Board of Directors shall have the right to unilaterally dissolve this Corporation. In the event of dissolution the terms and conditions of this Agreement shall govern.

ARTICLE V **RESTRICTIONS OF TRANSFER**

1. No party shall sell, assign, pledge or otherwise encumber or transfer any of the

shares of the Corporation except as provided in this Agreement.

2. In the event that any shareholder should desire to dispose of any of their shares in the Corporation during their lifetime, they shall first offer to sell all of their shares to the remaining shareholders.. The offer shall be made in writing and its purchase price to be determined as provided for in this agreement. If any of the shareholders desire to sell their shares within two (2) years of the date of this Agreement, then the agreed purchase price shall be the shareholder's initial capital contribution. The remaining shareholders shall within thirty (30) days after receipt of the written notice, notify the offerer and the other shareholders, in writing, of their acceptance of their rejection of the offer.
3. In the event that that remaining shareholders fail to accept such offer within the time specified, the shares shall then be offered , in writing, to the Corporation, at book value.
4. The Corporation shall, within thirty (3) days after receipt of the written offer, notify the other party(s) to this Agreement, in writing, of its election to purchase or not to purchase the shares so offered.
5. In the event that the Corporation and the remaining shareholders refuses to accept the offer, then and only then, the offering shareholder may offer the shares to an outside party(s). In the event an outside party shall agree to purchase the shares, but the price which he or she is to pay shall be less than the price which the shares were offered to the remaining shareholders or the Corporation, then the offering shareholder must re-offer the shares to the remaining shareholders and then to the Corporation at the same price he has received an offer from the outside party(s). The remaining shareholders or then the Corporation shall have fifteen (15) days from the receipt of the written offer to either accept or reject this subsequent offering. If the remaining shareholders rejects the offer, the Corporation shall have ten (10) additional days to either accept or reject the subsequent offer.
6. In the event the shares are sold to an outside party, then they must be sold subject to all of the restrictions contained in this Agreement.

ARTICLE VI

SALE UPON DEATH OF SHAREHOLDER

1. Upon the death of any shareholder, the Corporation shall purchase, and the estate of the decedent shall sell, all of the decedent's shares now owned or hereafter acquired. The purchase price for such shares shall be computed in accordance with the provisions made in this Agreement as stated below.

ARTICLE VII
DETERMINATION OF PURCHASING PRICE

1. The purchase price to be paid by the Corporation or other shareholder for the purchase of any shares under this article shall be determined as follows subject to limitations set forth herein:

(a) The total purchase price of the Terminating Shareholder's interest shall be the shareholder's Proportionate part of the net worth of the Corporation on the valuation date immediately preceding a Terminating Shareholder's termination as determined by the shareholders. Attached to this Agreement is a document headed Exhibit "A". The shareholders shall, at least annually, on February 6th of each year hereafter, indicate on the attached Exhibit "A", the agreed net worth of the Corporation. Each entry of the agreed net worth, from time to time, shall be set forth in Exhibit "A" and be initialed by the shareholders. In no event, however, shall the value of a deceased Terminating Shareholder's shares be less than the proceeds of any life insurance which may be purchased on his life by the Corporation for the purpose of purchasing a deceased shareholder's shares. The term "proceeds" is understood to include any amount received by reason of death, by accidental means under any agreement for additional indemnity, as well as the face amount plus any dividends and any additional amount payable to the beneficiary. Nothing in this Agreement is intended to prohibit the Corporation from purchasing key person insurance on the life of a shareholder, the proceeds from which are to be retained by the Corporation.

(b) In the event the shareholders fail to revise the valuation of the Corporation from time to time, then the most recent valuation shall control, plus or minus any and all additions or deductions from book value of the Corporation's accountants, from and after the date of the last valuation specified in Exhibit "a". If the accountant is required to determine additions or deductions from book value he or she shall do so in accordance with generally accepted accounting standards and include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

ARTICLE VIII
PAYMENT OF PURCHASE PRICE

1. In the event shares are purchased by the Corporation or by the other shareholder pursuant to this Agreement, twenty (20) per cent of the purchase price shall be paid at the time of closing, but in the event of death not less than the amount of

insurance maintained by the Corporation for that purpose on the life of the deceased shareholder. The balance shall be paid in sixty (60) consecutive monthly payments beginning one (1) month after the closing date. The unpaid balance shall be evidenced by a series of negotiable promissory notes made by the purchaser to the order of the offered and shall bear interest at eight (8) per cent per annum.

2. If the notes are delivered as part of the purchase price, the shares of the selling shareholder shall be held in escrow by the attorney for the Corporation until the last note is paid. In addition, until the last note is paid the Corporation and the individual shareholder are prohibited from: (a) selling or disposing of the assets of the Corporation out of the normal course of business; (b) liquidating or dissolving the Corporation; (c) increasing officers' salaries; or (d) doing any act out of the normal course of business which would jeopardize payment of the notes due.

ARTICLE IX **RESTRICTIVE COVENANT**

1. Each shareholder agrees that he will always hold secret and inviolate the Corporation's cost data and all the trade secrets and working methods of the Corporation of which he has knowledge and that he will not, at any time, directly or indirectly, divulge to any person, firm or corporation any information acquired by him while a shareholder of the corporation.
2. Each shareholder further agrees that as long as he is shareholder of the Corporation and for a period of five (5) years thereafter, he will not directly or indirectly own, manage, operate, control, be employed by, participate in, or be connected in any manner, with the ownership, management, operation, or control any business, similar to the type of business conducted by the Corporation in the State of New York.

ARTICLE X **ENDORSEMENT OF SHARE CERTIFICATE**

1. The shareholders agree to endorse the certificate or certificates of shares held by them as follows: "The transfer or encumbrance of this certificate is subject to the terms and provisions of a "Shareholders Agreement dated 7th day of August 2006 and may only be transferred upon proof of compliance with that Agreement; a copy of the Agreement is on file at the Office of the Corporation"

ARTICLE XI
TERMINATION OF AGREEMENT

1. This Agreement shall terminate on the occurrence of any of the following events:
 - (a) Cessation of the Corporation's business.
 - (b) Bankruptcy, receivership or dissolution of the Corporation.
 - (c) Bankruptcy or insolvency of the affected shareholder.
 - (d) Death of all of the shareholders simultaneously or within a period of thirty (30) days.

ARTICLE XI1
CONSTRUCTION AND MISCELLANEOUS PROVISIONS

1. This Agreement may be altered, amended, or terminated only by a written instrument signed by both the Corporation and all of the shareholders.
2. This Agreement shall be binding upon the Corporation and the shareholders, their heirs, legal representative, successors and assigns.
3. This Agreement shall be subject to and governed by the laws of the State of New York, irrespective of the fact that one or more parties now is or may become a resident of a different state.
4. Should any provision of this Agreement be void or invalid, the remaining provisions shall nevertheless be binding and shall remain in full force and effect to the same extent as though the void or invalid provision had been deleted from or had not been included in this Agreement.
5. Should any terms and provisions of the Certificate of Incorporation or the Bylaws of the Corporation conflict with the terms and provisions of this Agreement, this Agreement shall be controlling and shall take precedence.
6. Any notice sent to any party to this Agreement shall be deemed sufficient if sent by the party by certified mail, or served at the addresses above for the party, or at the last address listed for the party in the stock record books of the Corporation.

IN WITNESS WHEREOF, the parties sign on the day and year first above written.

By _____
MSN Air Service Inc, Roopnarine Singh - President

By _____
Roopnarine Singh

By _____
Edward A. Radburn