

CONSENT AND ACKNOWLEDGMENT

PLEASE READ CAREFULLY BEFORE SIGNING THIS APPLICATION

I understand that any offer of employment is contingent upon receipt of a satisfactory report concerning my academic credentials, employment references, any criminal background I have, my credit or financial history, any and all other information I have supplied or which is related to information I have supplied on this Application, and, depending on the position offered, a physical examination. I further understand that any false or misleading statements will be sufficient cause for rejection of my application if the Company has not employed me and for immediate dismissal if the Company has employed me. I also authorize the Company to supply information about my employment record, in whole or in part, in confidence to any prospective employer, government agency, or other party having a legal and proper interest, and I hereby release the Company from any and all liability for its providing this information.

In the event of my employment with the Company, I will comply with all Company rules, regulations, and policies. I understand that nothing in this employment application, in the Company's policy statements or personnel guidelines, or in my communications with any Company official is intended to create an employment contract between the Company and me. I also understand that the Company has the right to modify its policies without giving me any notice of the changes. No promises regarding employment have been made to me, and I understand that no such promise or guarantee is binding upon the Company unless it is made in writing and signed by a Company officer. I understand that if an employment relationship is established, both the Company and I have the right to terminate my employment at any time for any reason, in accordance with applicable law. I understand that if an employment relationship is established, it will be governed by a written employment contract, and acknowledge that, in the event that a written employment contract is entered into between the Company and me, the terms of such a contract will control in the event of a conflict with any Company policy, guideline, or communication.

I understand that it is the policy of the Company not to refuse to hire or otherwise discriminate against a qualified individual with a disability because of that person's need for a reasonable accommodation as required by the ADA.

I also understand that if I am employed, I will be required to provide satisfactory proof of identity and legal work authorization.

I certify that, if employment is offered to me, I am available to work overtime, shifts, nights, and weekends.

I understand that as a part of my employment application, I may be required to attend training, take a test of adult basic education, a written or field skills assessment test, and a safety comprehension test. I agree that I will attend training and take these tests.

I authorize the Company to investigate all statements in my resume or application for employment and to secure any necessary information from all my employers, references, law enforcement agencies or judicial agencies, financial institutions and credit agencies, academic institutions and any other sources named or indicated in my resume or application. I authorize any such employers, references, financial institutions and credit agencies, law enforcement and judicial agencies, academic institutions and other sources to furnish to the Company any and all information in regard to my employment history, the terms and conditions of my prior employment, my academic credentials or qualifications, any criminal background I have, and other relevant information regarding my suitability for employment with the Company

I hereby release all of these employers, references, academic institutions, agencies, sources and the Company from any and all liability arising from their giving or receiving information about my employment history, the terms and conditions of my prior employment, my academic credentials or qualifications, any criminal background I have, and my suitability for employment with the Company.

I understand that as a part of my employment application, I am required to submit a sample of my urine or blood breath or all of these samples for chemical analysis. I understand that the purpose of this analysis is to determine the absence or presence of drugs or alcohol or both. I understand that as a part of my employment application, I am required to have a physical examination. I CONSENT freely and voluntarily to undergo these urine, breath and blood tests, and consent to undergo a physical examination. I hereby release and hold harmless the Company and its employees and agents from any liability whatsoever arising from this request to furnish my specimens and the testing of my specimens, and from my physical examination. By my signature below, I authorize any person or entity administering such urine, breath and blood tests, or administering such a physical examination to release the results of such tests or examinations to the Company.

THIS IS AN IMPORTANT LEGAL DOCUMENT

PRE-EMPLOYMENT DISPUTE RESOLUTION AGREEMENT

If you wish to be considered for employment with the Company, you must read and sign the following Dispute Resolution Agreement. Your application will not be considered until you have signed the Agreement. If you desire to do so, you may take this document with you to review. You must, however, return a signed copy of the Agreement with your application if you wish to continue the application process.

Special Note: This Agreement affects your legal rights. You should familiarize yourself with all rules and procedures before signing this Agreement. You may wish to seek legal advice before signing this Agreement.

AGREEMENT made as of the date last written below between the Company and the undersigned Applicant (referred to herein as "Applicant").

1. ARBITRATION

Except as provided below in this section, all claims, controversies or disputes (collectively referred to as "claims" for purposes of this Agreement) arising out of or in any way relating to Applicant's application for employment by the Company, or the terms and conditions of any offer of employment by the Company, or for bodily injury or property damage, or arising out of or related to Applicant's presence at the Company's offices or place(s) of business or at property owned or leased by the Company or within any vehicle or aircraft or other manner of conveyance owned or leased by the Company (all of the foregoing are collectively referred to as the Facility), including claims by Applicant against the Company, its shareholders or subsidiary or parent or affiliated companies, and its or their officers, directors, members, employees, and agents (all of the foregoing shall be collectively referred to as "Company" for purposes of this Agreement) shall be resolved solely and exclusively by arbitration as provided in this Agreement.

In addition, Employee specifically agrees that all claims, accruing from this day forward, that Employee may have against Eat With Fred, LLC, or any Contractor or Client at the Facility, and its or their members, shareholders or subsidiary or parent or affiliated companies, and its or their officers, directors, members, employees, and agents, all as intended third-Party beneficiaries of this Agreement (all of the foregoing shall be referred to collectively as "Third Party/Parties", as applicable, for purposes of this agreement to arbitrate) arising out of or in any way relating to Employee's employment by Employer, or the discipline, lay off or termination of that employment, or for bodily injury or property damage, or arising out of or related to Employee's presence (during the term of Employee's employment by Employer) at the Facility, or Employee's dealings with Third Party/Parties or Third Party/Parties' dealings with Employee, or Third Party/Parties' dealings with Employer or Employer's dealings with Third Party/Parties, shall be resolved solely and exclusively by arbitration as provided in this Agreement.

Notwithstanding the foregoing, this Agreement shall not require Applicant to arbitrate any disputes that arise under any applicable collective bargaining agreement or that are otherwise arbitrable under any collective bargaining agreement, or any claims arising under the National Labor Relations Act of 1935, as amended. Nor shall this Agreement prohibit Applicant from filing charges, giving testimony, or otherwise participating in any investigations or other administrative proceedings before the Equal Employment Opportunity Commission ("EEOC") or the U.S. Virgin Islands Department of Labor as an EEOC deferral agency.

2. MATTERS ARBITRABLE

Arbitrable matters shall be those specified above. Arbitrable matters include, but are not limited to, claims under the following:

the Civil Rights Act of 1866, 42 U.S.C. §1981;

the Civil Rights Act of 1871, 42 U.S.C. §1983;

the Civil Rights Act of 1964, 42 U.S.C. §2000e;

the Civil Rights Act of 1991, P.L. 102-166;

the Age Discrimination in Employment Act, 29 U.S.C. §621;

the Equal Pay Act, 29 U.S.C. §206;

the Americans with Disabilities Act, 42 U.S.C. §12101;

the Family and Medical Leave Act, 29 U.S.C. §2601;

the Fair Labor Standards Act, 29 U.S.C. §201;

the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001;

Worker Adjustment and Retraining Act (WARN) 29 U.S.C. 2101-2109;

any provisions of Titles 10 and 24 of the Virgin Islands Code, including without limitation claims for wrongful or retaliatory discharge or wrongful or discriminatory treatment under Virgin Islands law, including without limitation the Wrongful Discharge Act, 24 V.I. Code §76; and the Plant Closing Act, 24 V.I. Code 471 et seq.;

any other law of the United States or the Virgin Islands prohibiting employment discrimination or retaliation or otherwise making any employment action unlawful;

tort law, including without limitation claims against Employer for bodily injury of any nature, defamation, and infliction of emotional distress; or property damage;

this Agreement or any other contract; and

any law or regulation affecting Employer's right to discipline, promote, demote, or terminate the employment of Employee.

The Parties also agree to arbitrate the issue of arbitrability of any claim. The arbitrator shall decide all issues of arbitrability including, but not limited to, any defenses to arbitration based on waiver by litigation conduct, or any other type of waiver, delay, or like defense. The arbitrator shall also decide whether any and all conditions precedent to arbitrability have been fulfilled. The Parties agree that all matters of substantive and procedural arbitrability shall be decided exclusively by arbitration.

3. MATTERS NOT ARBITRABLE; WAIVER OF JURY TRIAL

In the event that any matter or dispute arising between Applicant and the Company is deemed by the arbitrator or by a court of competent jurisdiction to be non-arbitrable, Applicant and Company hereby expressly waive trial by jury with respect to such claim or dispute. Applicant and Company understand and agree that in such event, any decision regarding such claim or dispute will be made by the court as finder of fact, and not by a jury.

4. PROCEDURE FOR ARBITRATION

Arbitration shall take place pursuant to the Federal Arbitration Act (Title 9 U.S. Code Sections 1-16 as they may be from time to time amended) and in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (www.adr.org), as they shall be amended from time to time. Provided, however, that if any such rule has been held unconscionable or otherwise unenforceable by a Court of competent jurisdiction, such rule will be inapplicable to any arbitration held pursuant to this Agreement.

The Party advancing a claim may file a written request to initiate proceedings with the American Arbitration Association ("AAA") at any regional office of the AAA, or with the International Center for Dispute Resolution, within the time limit established by the applicable statute of limitations. If no applicable statute of limitations, the time limit to file is one hundred and eighty (180) days from the event which forms the basis of the claim. For the purpose of limitations, the event forming the basis of a claim arising from the Company failing to hire Applicant shall be the date of Applicant's signature on this Agreement, and the event forming the basis of a claim arising from discharge of Applicant, if Applicant is hired, shall be the date of discharge. Copies of the request to arbitrate will be served on all Parties to the Dispute by the AAA. (An example of a written request is attached as Exhibit A)

Proceedings may also be initiated by an Employee or Applicant, within the above referenced time periods, by serving a written request to initiate arbitration proceedings on the Company's Human Resource Manager.

If for any reason AAA is unable or unwilling to participate, Judicial Arbitration and Mediation Services will be used in its place.

5. APPOINTMENT OF ARBITRATOR

AAA will simultaneously transmit to each Party an identical list of names of persons chosen from a panel of qualified arbitrators which AAA will select and maintain. Each Party to the Dispute will have fourteen (14) business days from the transmittal date to strike any names objected to, number the remaining names in order of preference, and return the list to AAA. If a Party does not return the list within the time specified, all persons on the list will be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the order of mutual preference, AAA will invite the acceptance of the arbitrator to serve. Any Party

will have the right to strike only one list of arbitrators in its entirety. When a Party exercises this right, AAA will issue a new list of arbitrators consistent with the above procedures. If either Party strikes a list in its entirety and the Parties do not agree on an arbitrator on the second list, AAA will appoint the arbitrator. Nothing in this section shall be interpreted to prohibit or otherwise limit the Parties from agreeing, within fourteen (14) business days from the transmittal date, to select an arbitrator from the panel without having the dispute administered by the AAA.

Unless Applicant elects otherwise, the Company will pay the arbitrator's fees and expenses. The Company will also pay the fees of the American Arbitration Association. The arbitration hearing shall take place in St. Croix, U.S. Virgin Islands.

6. COMMUNICATIONS WITH THE AAA AND THE COMPANY

A. Any Party may notice, serve or communicate with AAA by contacting:

Vice President

American Arbitration Association

1633 Broadway, Floor 10

New York, New York 1009-6708

888-855-9575

Fax (305) 246-7274, or

International Centre for Dispute Resolution

1633 Broadway, 20th Floor

New York, New York 1001906708

B. Any Party may notice, serve or communicate with the Company by contacting:

Human Resources Manager

THE FRED HOTEL, LLC

605 Strand Street

Frederiksted, VI 00840

(340) 777.3733

Eat With Fred, LLC

605 Strand Street

Frederiksted, VI 00840

(340) 777.3733

7. ARBITRATION DECISION

The arbitrator may uphold the actions of any Party to the proceeding and may grant relief to any Party to the proceeding. The arbitrator shall provide the Parties with, at minimum, a written, concise explanation of the basis for the decision. The decision of the arbitrator shall be final and binding unless subject to vacation or modification on grounds specified in the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. Judgment upon the award rendered may be entered in the Superior Court of the Virgin Islands, the United States District Court for the District of the Virgin Islands or in any federal court having jurisdiction to do so in accordance with the provisions of the Federal Arbitration Act, 9 U.S.C. §9.

8. EFFECT OF PARTIAL INVALIDITY

Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, Employer and Employee agree that:

(a) The remaining provisions of this Agreement shall remain in full force and effect, and that such holding shall not affect the validity of any other provision of this Agreement; and

1. This Agreement shall be deemed reformed to the extent necessary to comply with such holding and to effectuate the agreement of the Parties as set forth herein

9. NO GUARANTEE OF EMPLOYMENT

Applicant understands that neither this Agreement nor any other document executed during the application process guarantees employment or continued employment.

10. AMENDMENT

This Agreement may not be amended except by a written document signed by both Applicant and Employer.

11. RIGHT TO CONSULT WITH ADVISOR

Applicant acknowledges that applicant has the right to consult with its attorney or any adviser applicant so chooses before signing this document.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties.

