



महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००९
24 MAR 2022
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is effective as of the 12/12 day of April 2022 ("Effective Date")

Between

ALLIED BLENDERS AND DISTILLERS PRIVATE LIMITED, a company registered and incorporated under the provisions of the Companies Act, 1956 and now deemed to be registered and incorporated under the provisions of Companies Act 2013 and having its registered office at 394 C Lamington Chambers, Lamington Road Mumbai - 400 004 (hereinafter referred to as "ABDPL") which expression shall unless repugnant to the context or meaning thereof includes its successors in business and assigns) of the One Part;

AND

MR. RAJESH ANKUSHRAO TOPE, (PAN No. AAKPT6774C) residing at Shanimandir Road, Ajinkya Nivas Bhagyanagar, Jalana Maharashtra 431203 hereinafter referred to as "Mr. Rajesh" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the Second Part.



AND

OSCORP TRADE SERVICES PRIVATE LIMITED, a company registered and incorporated under the provisions of the Companies Act, 2013 and having its registered office at Kamla Spaces, Unit No.206.2nd Floor S.V. Road, Khira Nagar, Santacruz West Mumbai - 400054 (hereinafter referred to as "**OSCORP**") which expression shall unless repugnant to the context or meaning thereof includes its successors in business and permitted assigns) of the Third Part.

ABDPL, Mr. Rajesh and OSCORP are hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. ABDPL is engaged in the business of manufacturing, marketing and sale of Indian Made Foreign Liquor (IMFL) and is owner of various brands and products.
- B. Mr. Rajesh is in Agriculturist
- C. OSCORP is engaged in business as Consultant, advisor, financial consultants, management consultants, and provide advice, services, consultancy in various fields
- D. The Parties are desirous of forming a joint venture entity (being the "**Business Entity**") to explore business opportunities in relation to setting up a distillery at a location mutually decided by the Parties as per the terms recorded hereinafter.
- E. Accordingly, this MOU sets out the preliminary understandings and agreements reached between the Parties with respect to the principal terms and conditions for the joint venture.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and for good and valuable consideration, the Parties hereto agree as follows:



1. DEFINITIONS

The following terms when used in this MOU have the following meanings:

Accounting Period means any fiscal accounting and reporting period required by the Parties.

Affiliate in respect to: (a) a corporation, partnership, association, trust, or any other entity (in each case, a "**Person**"), means any Person who, Controls, is Controlled by or is under common Control with such Person, including, without limitation any general partner, officer or director of such Person and any venture capital fund now or hereafter existing which is Controlled by or under common Control with one or more general partners or shares the same management company with such Person, and (b) an individual, means any Person who is Controlled by or is under common Control with the individual, a relative of such individual and a Person who is Controlled by or in under common Control with a relative of such individual.

Business means the commercial activities to be carried out under the joint venture between the Parties as provided for under clause 2.



A

Business Plan means the plan for the business of the joint venture between the Parties, as may be updated periodically from time to time, that sets out how the Business Entity is intended to operate, manage and develop the Business and shall include the planning, strategizing and financial projections for the Business Plan period.

Business Entity means the limited liability partnership (LLP) that the Parties will jointly form and jointly own pursuant to clause 10 of this MOU.

Committee means the body established in terms of this MOU to oversee implementation and achievement of the purpose of this MOU.

Competing Business means any other business that sells or otherwise makes products or services similar to the Business of the Business Entity.

“Control” (including, with its correlative meanings, the terms **“Controlled by”** or **“under common Control with”**) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty percent) in a Person;

Confidential Information shall mean all information or material, including financial and proprietary information of parties or any entities owned or controlled by the Parties or the Parties’ promoters, or any of their affiliates, whether existing or hereafter acquired or developed, entrusted to the Parties by third parties. Confidential Information includes without limitation, intellectual property, financial statements, business plans, working methods, investments, materials, processes, patents, trademarks, copyright, other data rights, rights related to the Products, computer programs, algorithms, computer codes, investment models, financial information, designs, drawings, names of and relationships with current vendors and lenders and other third parties, contractual arrangements, profit formulas, experimental investigations, studies, current customer names and requirements, current professional associations or contacts, other non-public or otherwise confidential, sensitive or proprietary information and the names of potential customers or vendors with whom the Parties or any of their affiliates has negotiated with, or has a written agreement to negotiate with, during or before the term of the Agreement including, but not limited to the names of those potential customers or vendors.

Effective Date means the date appearing to title page of this MOU;

Manager means the individual responsible for co-ordination of the activities between the Parties;

Representatives mean members of the Committee.



A handwritten signature in blue ink, consisting of a series of loops and a final flourish.

2. BUSINESS OF THE JOINT VENTURE

- 2.1 The Parties wish to establish a joint venture whose business shall be to set up and manage a distillery having a total estimated investment of Rs. 270 - 300 crores which shall be invested over the next 5 (five) years.
- 2.2 The initial per day capacity of the proposed distillery shall be 100 KLPD which may be increased to 150 KLPD or above as may be mutually agreed between the Parties subsequently.
- 2.3 The Business Entity shall carry out its business operations at a location mutually decided by the Parties as per the terms recorded hereinafter.
- 2.4 The Business shall be conducted in the best interests of the Parties and in accordance with the Business Plan jointly developed and agreed to by the Parties.

3 TERM

- 3.1 This MOU shall be effective as on the date of execution hereof and remain in effect until the earliest of any one of the following events:
 - 3.1.1 The formation of the Business Entity and adoption of LLP Agreement to govern the affairs of the Business Entity;
 - 3.1.2 The mutual and express agreement of the Parties to terminate this MOU.
 - 3.1.3 If the Business Entity is not formed on or before 90 days from the date of execution of this MOU, any Party may forthwith terminate this MOU by giving 07 days' notice to the other Parties.
 - 3.1.4 This MOU shall stand terminated if any Party is wound up / dissolved/ insolvent.

4 BUSINESS PLAN

- 4.1 The Parties shall jointly develop the Business Plan within 90 days from the formation of the Business Entity and such period may be extended by the mutual agreement of the Parties.
- 4.2 Parties have agreed that the first agenda of the Committee shall be to form the Business Entity and the Committee shall stand dissolved on formation of Business Entity.

5 RESPONSIBILITIES OF THE PARTIES

- 5.1 The roles and responsibilities of the parties are annexed hereto as **Annexure A**.
- 5.2 ABDPL will take responsibility of organising the entire funds for setting up the distillery and operating it.
- 5.3 Mr. Rajesh will be responsible for procuring the land and conveying the same into the Business Entity, and obtain necessary licenses for setting up the distillery including environmental clearances, licenses, permissions consents etc. and incentive packages within 180 days from the execution of the MOU which period may be extended by the mutual agreement of the Parties.
- 5.4 OSCORP will be responsible for obtaining all consents, approvals and permits (other than those related to manufacturing as covered in 5.3 above and procurement of land) as required to operate the distillery.
- 5.5 The Parties have agreed that in the event the joint venture requires additional capital, the Parties shall review the business needs and contribute towards the additional funding requirements.



6 CAPITAL CONTRIBUTION AND PROFIT SHARING

- 6.1 Capital Contribution of the Business Entity shall be as under, subject to the proportionate contribution by the Parties
- 6.1.1 85% of the Capital Contribution will be contributed by ABDPL along with its Affiliates;
 - 6.1.2 10% of the Capital Contribution will be contributed by Mr. Rajesh in form of suitable land admeasuring approximately 30 acres to set up the distillery and procurement of all manufacturing licenses, approvals, consents, permissions including but not limited to environment licenses and incentive packages;
 - 6.1.3 5% of the Capital Contribution will be contributed by OSCORP by way of providing services for Procuring all other licenses, consents and approvals (other than those related to manufacturing as covered in 6.1.2 above and procurement of land) for setting up the distillery.
- 6.2 The profit-sharing ratio of the Parties shall be as follows:
- 6.2.1 85% to ABDPL along with its Affiliates;
 - 6.2.2 10% to Mr. Rajesh;
 - 6.2.3 5% to OSCORP.
- 6.3 ABDPL shall Organise the entire funds for establishing and running the distillery once the land is acquired by Mr. Rajesh and all government approvals including licence are taken to start the distillery. interest at the prevailing bank rate will be paid to ABDPL, then the profits generated by the Business Entity, shall be distributed amongst the partners of the Business Entity in their profit ratio specified above.
ABDPL shall be entitled to the entire ENA produce of the distillery for manufacturing its brands either through its own units or through lease/CBUs or to sell ENA to any third party if required.

7 MANAGEMENT

- 7.1 Designated Partners of the Business Entity
- 7.1.1 Only ABDPL and its Affiliates will be entitled to nominate the working partners/ designated partners.
 - 7.1.2 The quorum of all meetings of partners shall be completed only if 2 (two) nominee partners of ABDPL along with its Affiliates are present for such meetings. Any resolution and decision of the partnership shall be binding on the Business Entity only if the same is approved by the nominee partners of ABDPL.
 - 7.1.3 The key managerial persons such as Chief Executive Officer and Chief Financial Officer shall be appointed by ABDPL and subject to supervision of the designated partners they may be authorised to hire such persons that shall be responsible for the day to day management of the distillery. ABDPL appointed personnel will be responsible to manage the day-to-day functioning of the unit for which purpose it will depute suitable managerial personnel, technical expertise, operational and functional resource etc. Mr. Rajesh and OSCORP may appoint junior accounts persons.
- 7.2 The definitive documents executed between the Parties shall set out in details the functioning of the designated partners, conducting of meetings etc.



- 7.3 Parties have agreed to oversee the due performance of this MOU to appoint a Committee consisting nominated members of each party of which Mr. Chirag V Pittie shall be ABDPL's nominees, Mr. Rajesh Ankushrao Tope shall be Mr. Rajesh's nominees and Mr. Suraj Samat shall be OSCORP's nominees.
- 7.3.1 Meetings of the Committee shall be held at least once every 15 days unless otherwise decided by the Committee, and at such other times as may be decided in consultation with the other Representatives.
- 7.3.2 The quorum for a meeting of the Committee shall be least (1) one representative from each of the Parties.
- 7.3.3 Draft minutes of the proceedings of each Committee meeting shall be circulated in soft copy within 5 days of each meeting to each Committee member for review and concurrency. The final and approved version of the minutes shall be signed by the Chairperson and circulated in soft copy (PDF version) by the Secretary to all members of the Committee.
- 7.4 Decision Making by the Committee
- 7.4.1 A resolution of the meeting shall be valid and binding only if it is approved by a vote of ABDPL's Representatives present.
- 7.4.2 The Committee shall appoint the Manager.
- 7.5 Roles and obligations of the Manager
- 7.5.1 The Manager shall work under the direction of and be fully answerable to the Committee.
- 7.5.2 The Manager shall be responsible for the coordination between the Parties' Representatives for due implementation of the MOU.
- 7.5.3 The Manager shall keep the Committee fully informed on all matters concerning the performance of the MOU by each Party.
- 7.5.4 The Manager shall provide monthly reports to the Committee on all matters affecting the Business.

8 IMPLEMENTATION OF THE JOINT VENTURE

- 8.1 Duty of care and performance of obligations
- 8.1.1 The Parties shall perform their specific duties, roles and obligations using reasonable skill and care, and shall use reasonable efforts to the terms and conditions of this MOU and further agreements between the Parties.
- 8.1.2 All Parties agree to be bound by the agreed Business Plan encompassing Business milestones, tasks and delivery dates through which the delivery of each Party's assigned milestones and/or tasks will be monitored for timeliness and quality.
- 8.1.3 All the Parties shall perform their respective assignments and tasks in a timely manner, as per agreed work plan timelines.
- 8.1.4 Each Party will have a maximum of an additional 30 days over and above the agreed work Business Plan timelines for delivery of their respective milestones and/or assigned tasks.

9 REPRESENTATIONS AND WARRANTIES

- 9.1 Each Party represents and warrants to the other Parties that:
- 9.1.1 It is duly organized and validly existing under the laws of the state of its incorporation or formation;



- 9.1.2 It/ he has full authority to negotiate and formalise contracts in relation to the Business;
- 9.1.3 This MOU is a legal and valid obligation binding upon all Parties and enforceable in accordance with its terms;
- 9.1.4 There is no action, suit, proceeding, claim, or investigation pending or threatened against it/him, in any court or by or before any governmental authority, or before any arbitrator of any kind, which, if adversely determined, would restrict its ability to perform its/his obligations under this MOU.
- 9.1.5 It/he has the capacity, including technical and financial capacity, to honour its/ his respective obligations under this MOU; and
- 9.1.6 It/ he has and will continue to have the legal power to extend the rights granted to other Parties in this MOU, and it/ he has not made and will not make any commitments to others inconsistent with or in derogation of such rights.
- 9.1.7 Each Party shall, at its/his own cost and expense, indemnify, defend or settle, and hold the other Parties free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of it/his actions:
 - i. Breach of any of its/ his covenants, obligations, representations or warranties contained herein including loss or damage arising out of misconduct or negligence of indemnifying party.
 - ii. Any action of indemnifying party not authorized or permitted under this MOU.

10 MATTERS RELATING TO THE BUSINESS ENTITY

- 10.1 Parties will make best endeavours to form/establish a Business Entity to own and operate the Business within 90 days from the execution date of this MOU.
- 10.2 The Parties have agreed till such time Parties execute a comprehensive LLP agreement the provision of this MOU shall continue to be binding on the Parties.

11 RIGHTS AND REMEDIES

- 11.1 A party may voluntarily withdraw from the MOU so long as if such withdrawal would not result in a breach of the obligations of the withdrawing Party.
- 11.2 Withdrawal of a Party shall not affect the other Party/s right to damages for breach of contract and other rights and remedies under this MOU and applicable law.

12 TERMINATION

- 12.1 This MOU shall stand terminated upon the lapse of the term as provided for under clause 4.1.
- 12.2 In the event of breach of the provisions of this MOU, the non-defaulting Party may terminate this agreement if the defaulting Party fails to cure the breach within 30 days of notice from the non-defaulting Party calling upon it to cure such breach. The notice sent by the non - defaulting Party shall clearly set out the nature of breach.
- 12.3 In addition to what is stated hereinabove, in the event the required land is not procured and/ or the requisite manufacturing licenses, consent approval etc. could not be obtained in the name of the Business Entity, ABDPL has the right to terminate the LLP Agreement.



13 POST - TERMINATION

13.1 Mr. Rajesh and OSCORP Obligations

13.1.1 Upon expiration or other termination of this MOU, Mr. Rajesh and OSCORP will comply with each of the following obligations:

- (a) Mr. Rajesh AND OSCORP will immediately hand over to ABDPL, all intellectual property and confidential information of ABDPL.
- (b) For a period of two (2) years from the date of termination or expiration of this MOU for any reason, Mr. Rajesh AND OSCORP shall not and cause its Affiliates to, directly or indirectly engage in, operate, manage, consult with, advise, partner with, lease or license any assets or provide financing to or invest in any Person that engages in a Competing Business.

14 LIMITATION OF LIABILITY

14.1 Neither Party will be liable to the other Party under this MOU for any indirect, incidental, exemplary, special or consequential damages, including, without limitation, any loss of income, profits or data, even if the other party has been advised of, or had reason to know of, the possibility of such damages except such loss, claim, damage is as a result of fraud, wilful default or gross negligence.

15 NO PARTNERSHIP OR AGENCY

15.1 Nothing in this MOU shall (i) be deemed to constitute a partnership in law between the Parties, or (ii) constitute either party the agent of the other for any purpose.

16 OTHER PROVISIONS

16.1 Confidentiality

16.1.1 All Confidential Information shall be held by each Party in strict confidence and shall not be disclosed to any third party, except as may be reasonably required by such Party for the performance and fulfilment of its obligations under this MOU.

16.1.2 No Party shall release any press statement or any other public comment about the Business the terms of this MOU without prior approval of the other Parties.

16.2 No Oral Modification

16.2.1 No modification, extension, amendment or waiver of or under this MOU will be valid unless made in writing and signed by an authorized representative of each Party. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this MOU except as expressly set forth in such waiver.

16.3 Assignment

16.3.1 No Party may sell, assign or otherwise transfer, voluntarily or by operation of law, any part of its rights under this MOU without prior consent of the other Party except in the event such assignment, transfer is done by ABDPL to its Affiliate in which case such consent is not required.



16.4 Force Majeure

- 16.4.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, epidemic, pandemic, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event").
- 16.4.2 Any Party so delayed in its performance will immediately notify the other by telephone or by the most-timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting.
- 16.4.3 However, the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. If under this clause either party is excused performance of any obligations for a continuous period of thirty (30) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this MOU, without liability, by notice in writing to the other

16.5 Notices

- 16.5.1 All notices, requests, demands, statements, and other communications required or permitted to be given under the terms of this MOU will be in writing, and delivered by secure electronic means or by hand against receipt or carried by reputable courier service, to the respective party at the following addresses:

ABDPL: Address: 4th Floor, Ashford Centre, Shankar Rao Naram Marg, Lower Parel West, Mumbai - 400 013
Attention: Mr. Chirag V Pittie
Email: chirag@abdindia.com

Mr. Rajesh: Address: Shanimandir Road, Ajinkya Nivas Bhagyanagar, Jalana Maharashtra 431203
Attention: Rajesh Ankushrao Tope
Email: rajesh11@gmail.com

OSCORP: Address: Kamla Spaces, Unit No.206.2nd Floor S.V. Road, Khira Nagar, Santacruz West Mumbai - 400054
Attention: Mr. Suraj Samat
Email: surajsamat81@gmail.com

- 16.5.2 A notice shall be effective upon receipt and shall be deemed to have been received:

- i. 7 (seven) business days after posting, if delivered by registered post;
- ii. at the time of delivery, if delivered by hand or courier; and
- iii. at the time of transmission, if delivered by email.



16.6 Governing Law

16.6.1 This MOU shall be governed by and construed in accordance with the laws of India.

16.7 Dispute Resolution

16.7.1 In the event that any dispute, controversy or claim is unable to be resolved between the Parties within 30 days after notice of such dispute, then such dispute may be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory re-enactment thereof), as amended from time to time.

16.7.2 Any dispute, controversy, or claim arising out of or relating to this MOU or the breach thereof shall be finally settled by arbitral tribunal consisting of a sole arbitrator. The seat and place of arbitration shall be in Mumbai, India.

16.7.3 The language of the arbitration proceedings will be English.

16.7.4 Subject to clause 16.7.1, the courts in Mumbai shall have exclusive jurisdiction.

16.8 Enforceability of Signatures

16.8.1 An electronic copy, including a PDF or another electronic format, or photocopy or fax of a signature to this MOU, any written modification, extension, amendment or waiver will be binding upon the signing Party subsequent to the Effective Date of this MOU.

16.9 Waiver

No failure of any Party to exercise, and no delay by it in exercising, any right or remedy shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy.

16.10 Severability

16.10.1 If any provision of this MOU is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this MOU unenforceable or invalid as a whole; rather, this MOU will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

16.10.2 In such event, the Parties will negotiate in good faith a replacement provision that would best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

16.11 Entire Agreement

16.11.1 this MOU constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements between the Parties. This MOU cannot be modified in any way unless by a written instrument signed by the Parties.

16.12 Multiple Counterparts

16.12.1 this MOU may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes and all of which will constitute, collectively, one agreement. Delivery of an executed signature page to this MOU by PDF transmission will be effective as delivery of a manually signed counterpart of this MOU.



Two handwritten signatures in blue ink. The first is a stylized signature, and the second is a signature that appears to read "R. J. J." followed by a flourish.




16.13 Costs


The costs and expenses associated with the transactions contemplated under this MOU shall be borne by the Parties equally. Stamp duty and all other incidental charges/ expenses in respect of the proposed transaction shall be borne by parties in proportion to their profit sharing ratio.

16.14 Headings

16.14.1 Headings of particular sections are inserted only for convenience and are not to be considered a part of this MOU or be used to define, limit or construe the scope of any term or provision of this MOU. Should any provision of this MOU require interpretation, the Parties agree that the tribunal interpreting or construing the same will not apply a presumption that the terms of this MOU will be more strictly construed against one Party than against the other.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this MOU, as of the Effective Date.

<p>By the within named ALLIED BLENTERS AND DISTILLERS PRIVATE LIMITED</p> <p style="text-align: center;"></p> <p>By the Hand of Mr. Arun Barik Head Manufacturing & Technical</p> <p style="text-align: center;"></p>	<p>By the within named</p> <p style="text-align: center;"></p> <p>Mr. Rajesh Ankushrao Tope</p>
<p>In the presence of:</p>	<p>In the presence of:</p>

<p>By the within named OSCOP TRADE SERVICES PRIVATE LIMITED</p> <p style="text-align: center;"></p> <p>By the Hand of Mr. Suraj Samat Director</p>
<p>In the presence of:</p>

ANNEXURE A

ROLES AND RESPONSIBILITIES OF THE PARTIES

I. Roles and responsibilities of ABDPL

- i. Organise the entire funding for establishing for the smooth functioning of the Business Entity;
- ii. For operating and managing the distillery and setting up the project.
- iii. Ensure the entire ENA production of the distillery is utilised

II. Roles and responsibilities of Mr. Rajesh

- i. Arrangement and procurement of suitable land admeasuring approximately 30 acres to set up the distillery within 180 days from the execution of the MOU which period may be extended by the mutual agreement of the Parties;
- ii. Ensure that the land procured holds a locational advantage, easy access to labour, water and accessible roads;
- iii. Arrangement and procurement of all manufacturing licenses, approvals, consents, permissions including but not limited to environment licenses and incentive packages for setting up the distillery and ensuring that the Business Entity is made eligible for all such licenses within 180 days from the execution of the MOU which period may be extended by the mutual agreement of the Parties;
- iv. To arrange and provide full cooperation in transferring the title of the said land to the Business Entity within 180 days from the execution of the MOU which period may be extended by the mutual agreement of the Parties.

III. Roles and responsibilities of OSCORP

- i. Procuring all other licenses, consents and approvals (other than those related to manufacturing as covered in II above and procurement of land) for setting up the distillery;



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A handwritten signature in blue ink, appearing to be "Rajesh" with a horizontal line underneath.