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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 17, 2008

**Dot VN, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation)

<b>000-53367</b>	<b>20-3825987</b>
(Commission File Number)	(IRS Employer Identification No.)

**000-53367**

(Commission File Number)

**20-3825987**

(IRS Employer Identification No.)

**9449 Balboa Avenue, Suite 114, San Diego, California 92123**

(Address of principal executive offices and Zip Code)

**(858) 571-2007**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On November 17, 2008, Dot VN's wholly owned subsidiary, Dot VN Company Limited (Danang) ("Dot VN Danang") entered into a two year agreement to lease 95 m<sup>2</sup> of office space in the Software Park Tower in downtown Danang City, Vietnam (the "Lease"). Pursuant to the Lease, Dot VN Danang is obligated to make payments of \$15.50 per m<sup>2</sup> per month or approximately \$1472.50 per month. A copy of the "Contract for Leasing Office" by and between Da Nang Information and Communication Technology Infrastructure Development Center and Dot VN Danang is attached hereto as Exhibit 10.28.

**Item 8.01 Other Events.**

On November 20, 2008, Dot VN, Inc. issued a press release announcing that its wholly owned subsidiary, Dot VN Company Limited (Danang) has leased office space in the Software Park Tower in downtown Danang City, Vietnam. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by this reference.

**Item 9.01 Financial statements and Exhibits**

(d) Exhibits

The following exhibits are filed as part of this report:

<u>No.</u>	<u>Description</u>
10.28	Form of Contract for Leasing Office dated November 17, 2008.
99.1	Press Release dated November 20, 2008.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DOT VN, INC.**  
(Registrant)

Date: November 20, 2008

By: /s/ Louis P. Huynh  
Name: Louis P. Huynh  
Title: General Counsel, Executive Vice  
President of Operations and Business  
Development, and Corporate Secretary

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**Exhibit Index**

**No.      Description**

10.28    Form of Contract for Leasing Office dated November 17, 2008.  
99.1     Press Release dated November 20, 2008.

**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence - Freedom - Happiness**

**CONTRACT FOR LEASING OFFICE**  
No.: 08/2008/HDTVP

Pursuant to the Civil Code No.33/2005/QH11 passed by the 11th National Assembly of the Socialist Republic of Vietnam, Section 7 in June 14<sup>th</sup>, 2005.

Pursuant to the Commercial Law No.36/2005/QH11 passed by the 11th National Assembly of the Socialist Republic of Vietnam, Section 7 in June 14<sup>th</sup>, 2005.

Pursuant to the Decision No. 9885/QD-UBND dated December 13<sup>th</sup>, 2007 from The People's Committee of Da Nang City on establishing Da Nang Information and Communication Technology Infrastructure Development Center.

Pursuant to the Investment Licence No. **322043000100** issued by Danang Industrial and Export Processing Zone Authority, certified at first on August 20<sup>th</sup>, 2008.

Based on the Offer to lease of DOT VN Company Limited (in Danang) signed on September 18<sup>th</sup>, 2008.

Today, dated on November 17<sup>th</sup>, 2008 at the Office of Da Nang Information and Communication Technology Infrastructure Development Center, we sign the Contract for leasing office at Software Park Tower with the following contents:

**I/ THE LESSOR: (PARTY A herein)**

**DA NANG INFORMATION AND COMMUNICATION TECHNOLOGY INFRASTRUCTURE DEVELOPMENT CENTER**

Representative :	<b>Mr. Nguyen Quang Thanh</b>	Position : Director
	<b>Mr. Vo Ngoc Son</b>	Position : Accountant
Head office :	No.2 Quang Trung, Hai Chau District, Da Nang City, Viet Nam	
Telephone :	- Fax:	
Tax code :		
Account No. :		

**II/ THE LESSEE: (PARTY B herein)**

**DOT VN COMPANY LIMITED**

Representative :	<b>Mr. Phuoc Lee Johnson</b>	Position : Chief Executive Officer
Position :	General Director	Position : Accountant
Head office :	Slot 47, Danang Industrial Zone, Son Tra Dist, Danang, Vietnam.	
Telephone :	Fax:	
Tax code :		
Account No. :		
Passport No :	Date of issue:	Place of issue:
Cellphone :		Email:

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**CONTENT OF THE CONTRACT**

**Article 1: Area, Position and Duration of leasing**

1.1. Area of leasing: Party A rents office ground out to Party B with an area of **95m<sup>2</sup>**, position **E**, floor **9** of the Software Park Tower - 02 Quang Trung, Hai Chau District, Da Nang City.

1.2. Duration of leasing : 02 (two) years (**as from 01/01/2009 to 31/12/2010**)

**Article 2: Purpose of leasing office and Operation field**

- Purpose of leasing office : Operate project office to build Internet Data Center (IDC), Information and Communication Technology transaction.
- Operation field : Information and Communication Technology & Internet and specific fields registered in the Investment Licence.

**Article 3: Price of leasing office and Payment method**

3.1. Price of leasing office : **15.50 USD/m<sup>2</sup>/a** month (not included VAT)

*(In words : Fifteen US dollars and fifty cent per square meter per a month)*

Price of leasing office is inclusive of the contents indicated at Item 1.2 - Article 1 and Item 5.3 - Article 5 of the contract.

3.2. Payment method:

- Payment period: Payment is made by once three months within **30** (thirty) first days of its payment period which is applied during leasing time.

- Payment method: Party B makes payment of Vietnam dong for Party A in cash or by transfer according to sale price at Joint Stock Commercial Bank for Foreign Trade of Viet Nam - Da Nang Branch at the payment time.

- Beneficiary unit:

**Da Nang Information and Communication Technology Infrastructure Development Center**

Head office : No.2 Quang Trung, Hai Chau, Da Nang City - Viet Nam

Account No.:

3.3. Office leasing money is as from **January 01<sup>st</sup>, 2009**.

3.4. Periodic payment value:

- Value without tax for 03 months:

95 m <sup>2</sup> x 15.50 USD/ m <sup>2</sup> / month x 03 months	= <b>4,417.50 USD</b>
- VAT ( 10%): 4,417.5 USD x 10%	= <b>441.75 USD</b>
Total of payment value for 03 months	= <b>4,859.25 USD</b>

*( In words: Four thousand, eight hundred fifty-nine and twenty-five cent./.)*

The total of periodic payment value of the Contract for every **three** (03) months depends on the time of payment.

**Article 4: Deposit**

Party B leaves a deposit to Party A equivalent to **02** (two) month-leasing money (not including VAT) in cash or by transfer . In case of Viet Nam dong deposit USD rate is counted by sale price at Joint Stock Commercial Bank for Foreign Trade of Viet Nam - Da Nang Branch at deposit time.

- Total of deposit:

15.50 USD x 95 m<sup>2</sup> x 02 months = **2,945 USD**

*(In words : Two thousand, nine hundred and forty-five US dollar./.)*

- Equivalent to Viet Nam dong : **49,602,635 VND**

*(In words : Forty-nine million, six hundred and two thousand and six hundred and thirty-five Viet Nam dong./.)*

Foreign Exchange Rate is **16,843 VND/1USD** on 05/11/2008.

**Article 5: Responsibilities and obligations of Party A**

5.1. Handing over ground of leased office according to its area indicated at Item 1.1-Article 1 of the contract and equipments and technical material facilities installed according to party B' leased area (Report on handing over premises/property).

5.2. Ensuring that Party B has right to use leased area.

5.3. Ensuring to provide with full utilities and services **are included** in leasing price following:

- Equipments is installed including: electricity, air-conditioner, loudspeaker, fire fighting and prevention.
- Ensuring to provide lighting in the Tower 24/24h exclude force majeure such as: flood, earthquake, uprising,.....
- Ensuring lighting for the whole public area.
- Maintaining system of lighting and air-condition at the leased area.
- Ensuring to supply electricity used for air-conditioner at leasing ground in the working time in according with the Tower's regulations.

- Installing electricity meter at regulated places.
- Installing socket of telephone and internet according to the Tower's design and activating by the customer's requirement.
- Ensuring elevator operation for serving customers.
- Running water of WC.
- Keeping hygiene at the public area.
- Repairing, maintaining periodically for ensuring aesthetic of the Tower and safety of Party B. Party B will be given a notice in writing before maintaining to minimize inconveniences for Party B.
- Ensuring security 24/24h, 7days/week at the public area.
- Ensuring and providing fully free for guarding vehicle for customer of Party B.
- Free guard for number of motorcycles : **06** (six) motorcycles

5.4. Utilities and services **are not included** in leasing price following:

- Electricity fee used by the lessee at leased area.
- Telephone cost
- Hygiene service at leased ground
- Internet cost
- Fee for guarding vehicles and insurance hat (exclude free guard for motorcycles)

+ For Motorbike: 03 USD/parking bay/a month

+ For Car : 35USD/parking lot/a month

*(The above prices do not include 10% of VAT)*

- Fee for extra-time
- The other service: according to agreement (translation, secretary, administration service, etc).

5.5. Having responsibility for buying insurance during using the Tower according to law regulations.

**Article 6: Responsibilities and obligations of Party B**

6.1. Payment for leasing office is made fully and on schedule as Article 3 of the Contract. In case of late payment Party B must make payment of interest counted in some money of late payment according to interest rate of overdue debt stated by the Joint Stock Commercial Bank for Foreign Trade of Viet Nam - Da Nang Branch at the payment time correlative to the time of late payment . The time of late payment is not exceed by **15** (fifteen) days as from the last day of payment obligation.

6.2. Making payment of monthly service expenses such as: lighting, telephone, fee for working extra-time,etc used by Party B.

6.3. Using the leased office with right purpose and operation field at Article 2 of the Contract.

6.4. Preservation of the interior things, equipments and technical material facilities equipped and installed at the leased area. Cost of repairing damage of equipments equipped at the leased area is paid by Party B.

6.5. Executing regulations and rules of the Tower fully (enclosing Appendix 1)

6.6. Fully executing laws of Socialist Republic of Viet Nam State.

6.7. Not allowed to transfer, sublet a part or the whole leased area to any partner.

6.8. Party B has right to extend the contract of which is informed Party A in writing.

**Article 7: Validity of the Contract**

The Contract for leasing office will be not valid in some following cases:

7.1 Expiration date of leasing office according to regulations at Item 1.2 of Article 1 of the contract without agreement of Party B on extending the contract or to make a new contract.

7.2 Party A unilaterally terminates the contract when Party B violates one of the items and articles of the contract such as: Article 2; Item 6.1, 6.3, 6.6 and 6.7 of Article 6; Item 8.2, 8.7, 8.11 of Article 8 of the contract.

In case of violating Item 7.2 of Article 7, Party A can not compensate for damages according to the signed contract (if any) who does not refund deposit to Party B.

**Article 8: The common provisions**

8.1. Two Parties undertake to carry out items and articles of the contract on co-operated, respected mind with mutual understanding. Any amendment or supplementation of the contract (if any) have to be agreed by two Parties in writing.

In the case of not carrying out commitment or either party unilaterally terminates the contract it results in a penalty of **05%** (five percent) of the contract's value total (The contract' value total is **35,340 USD** not including 10% VAT)

8.2. Both Parties agree to extend the contract which is signed in writing when the contract is valid prior to **60** (sixty) days, of which renewed price of leasing is adjusted by the market and does not exceed by **10%** (ten percent) of this Contract' price of leasing.

8.3. Electricity fee is counted basing on electricity meter adding to **5%** (five percent) of the line loss together with unit price of service business from Da Nang Electric Power at the payment time.

8.4. Party A will refund deposit to Party B when:

- The Contract for leasing office expires when two Parties carry out to sign Report on handing over premises/property who agree to liquidate to contract.

- Party B makes full payment for costs and service which Party B uses during the leasing time.

Party A refunds a deposit within 10 days as from its responsibility and obligation of finance is finished by Party B and Party B will be enjoyed demand interest rate.

8.5. Working time of the Tower :

- a. From Monday to Friday : 7 a.m to 18 p.m
- b. Saturday Morning : 7 a.m to 12 a.m

8.6. In the event that Party B has demand to work extra-time, he has to make registration at reception counter before **60** (sixty) minutes and cost for extra-time has to be paid.

- Fee for extra-time working : **04** USD/an hour

8.7. Party B's installation of information and telecommunications equipments such as: telephone exchange, recording station, broadcasting, walkie-talkie has to gain party A's agreement.

In the event that Party B wants to install equipments and repair or renew the interior things Party B has to give notice to Party A in writing with the relevant contents: drawing, installation places, execution plan. Part A will consider and give agreement to Party B for knowing in advance in writing on the execution.

8.8. In the event that either party wants to terminate the contract before the signed duration (after 12 months of operation) its notice needs to be given to other party prior to **03** (three) months in writing. The time will be counted as from receiving its writing.

8.9 In case of the damage of equipments and properties in Party B's leased area and other areas (if any) that is defined by electricity, fire and concluded by Party B, the concerned damages will be compensated by Party B.

In case of the damage of equipments and properties in Party B's leased area that is defined by electricity, fire and concluded by outside factor (exclude Party B), the concerned damages will be compensated by Party A or insurance company .

8.10. In the case of dispute or either party's violation of the contract two Parties will negotiate and reconcile in writing on the equal and profitable mind for dispute resolution.

If two Parties can not settle each other the dispute will be led to Court of Economics in Da Nang City for resolution. Decision of the Court is the highest legal one which is valid for two parties' execution.

8.11. The Contract has not pledge and mortgage value.

The Contract is written in Vietnamese and in English, agreed and approved by two Parties which is made into **08** (eight) copies. Each Party keeps **04** (four) copies with equally legal value.

**THE REPRESENTATIVE OF LESSEE**  
(Signature and seal)

*/s/ Lee Johnson*

**THE REPRESENTATIVE OF LESSOR**  
(Signature and seal)

*/s/ Nguyen Quang Thanh*

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## **EXHIBIT 99.1**

### **Dot VN, Inc. Signs Danang City Office Lease**

SAN DIEGO, CALIFORNIA - November 20, 2008, Dot VN, Inc., a Delaware corporation (“Dot VN” or the “Company”) ([www.dotVN.com](http://www.dotVN.com)), (NQB Pink Sheets: DTVD), an Internet and Telecommunications Company and the exclusive online global domain name registrar for the Country of Vietnam, announced that it, through a wholly owned Vietnamese subsidiary formed under the authority of the People’s Committee of the City of Danang (“Dot VN Danang”), has executed a two year lease for 95 m<sup>2</sup> (~1,022 square feet) of office space located on the 9<sup>th</sup> floor of the Software Park Tower in downtown Danang City (the “Lease”).

The Software Park Tower office of Dot VN Danang (the “SP Tower Office”) will (i) manage the construction of the Danang City IDC; and (ii) capitalize on Danang City’s growing market of internet users and businesses that will need to register domain names and utilize Dot VN’s related service offerings. With the signing of the Lease, the Company continues to be on target and expects the SP Tower Office to be fully operational by the end of 2008.

“In addition to securing valuable property in Danang this past month to build an advanced Tier III data center, Dot VN is setting up a fully operational team to sell our domain registration and web services to the large and underserved market in Danang City and central Vietnam.”, stated Thomas M. Johnson, Dot VN’s Chairman and Chief Executive Officer.

#### **About the Company:**

Dot VN, Inc. ([www.DotVN.com](http://www.DotVN.com)) provides Internet and Telecommunication services for Vietnam. Vietnam Internet Network Information Center (“VNNIC”) awarded the Company an “exclusive long term contract” to be the first registrar to market and register its country code Top Level Domain (“ccTLD”) of .VN (Vietnam) via the Internet. Dot VN has established agreements with international ISP’s (Internet service providers) along with over 73 top domain resellers to commercialize .VN. Also, the Company is currently developing initiatives to offer Internet Data Center services and Wireless applications.

#### **Cautionary Warning Regarding Forward-Looking Statements:**

Statements in this press release may be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “anticipate,” “believe,” “estimate,” “expect,” “intend” and similar expressions, as they relate to Dot VN or its management, identify forward-looking statements. These statements are based on current expectations, estimates and projections about Dot VN’s business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in Dot VN’s filings with the Securities and Exchange Commission. Factors that could materially affect these forward-looking statements and/or predictions include, among other things: (i) our limited operating history; (ii) our ability to pay down existing debt; (iii) unforeseen costs and expenses; (iv) potential litigation with our shareholders, creditors and/or former or current investors; (v) Dot VN’s ability to comply with federal, state and local government regulations in the US and foreign countries; (vi) Dot VN’s ability to maintain current agreements with the government of Vietnam and enter into additional agreements with the government of Vietnam; and (vii) other factors over which we have little or no control. In addition, such statements could be affected by risks and uncertainties related to product demand, market and customer acceptance, competition, pricing and development difficulties, as well as general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and Dot VN does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release. Information on Dot VN’s website does not constitute a part of this release.

#### **For more information, contact:**

Thomas M. Johnson, Chairman & CEO

#### **Dot VN, Inc.**

Phone: 858-571-2007 X14

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Register your .VN domains at: [www.VN](http://www.VN)