

Franchise Agreement

For (*Territory*)

Between

ABOU EL SID (Off Shore) SAL

And

(*Name Of The Company*)

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|-------------------------------|--|
| Development Plan: | Plan which set the number of Restaurants to be opened in the Territory during the Term of the Agreement according to a specific schedule. |
| Force Majeure: | Shall mean any circumstance beyond the reasonable control of a Party and which makes that Party's performance of its obligations under this Agreement impossible or so impractical as to be considered effectively impossible in the circumstances. Force Majeure includes but is not limited to (i) War and other hostilities (whether war be declared or not) , invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war; (ii) strike, lock-out, riot, commotion or disorder ; (iii) Earthquake, flood, tempest and other natural disasters ; |
| Franchise Fee: | Shall mean the non refundable entrance fee including the first restaurant's fee and shall have the meaning under article 5.1(a). |
| Gross Sale: | Shall mean gross sales of all food, beverage and other menu items, merchandise and dining services whether for cash or credit, outside customers' catering, take away food & beverages, and sale of tobaccos and its accessories, gifts including dining gift vouchers, newspaper, Gross Sales shall exclude all and any kind of governmental and non governmental taxes, fees, duties and charges collected from customers and paid to the relevant authority, service charges, voids, customers' refunds and returns, customers' deposits either refunded or not to customers, customers reservation receipts, employees' free meals when on duty, employees discounted portion of meals when on duty, credit cards processing fees or any bank charges related to the collection of credit sales. |
| Operation Manual: | Shall mean the distinctive business format and methods developed and implemented by the Franchisor comprising without limitation, certain operational methods and techniques, technical assistance and training in the operation, management and promotion. |
| Party / Parties: | Shall mean the Franchisor and the Franchisee individually or jointly. |
| Restaurant(s): | Shall mean the restaurant to be opened under the trademark "Abou El Sid". |
| Restaurant Opening Fee (ROP): | Shall mean the additional fee for further restaurants as per article 5.1 (c). |
| Initial Term / Renewed Term: | Shall mean the duration of the Agreement. |
| Territory: | Shall mean..... |
| Trademark / Tradename: | Shall mean the Abou El Sid's trademarks, logos and brand images either owned by the Franchisor or granted to the Franchisee pursuant to this Agreement. |

This **Agreement** dated as of *(date)* is entered into by and between

ABOU EL SID (off shore) SAL, a Lebanese company incorporated and registered with the Commercial Registry in Beirut under # 1800536 and represented by the Chairman of the Board of Directors, Mr. Jihad Pakradouni by virtue of a commercial circular that has been perused by the Franchisee, having elected domicile for the purposes of this Agreement in Beirut- Achrafieh- Abdel Wahab Al Inglisi Street- Jazra Building Sixth floor- Karim Pakradouni law office (hereinafter referred to as “**Franchisor**”).

And

(Name of the Company), a company incorporated and registered in the State of under number *(Registration's number)*, and represented by its manager, Mr. *(name)*, by virtue of a commercial certificate that has been perused by the Franchisor, having elected domicile for the purposes of this Agreement in *(Address)* (hereinafter referred to as “**Franchisee**”).

Recitals:

Whereas Franchisor is a commercial company operating and managing restaurants and night clubs, specialized, since its incorporation, in serving Egyptian meals and food (Egyptian cuisine);

Whereas Franchisor became renowned for its food as well as its good management, decoration, quality of the music and food and beverage served to its clients, which conferred to its restaurants a distinctive style that differentiated them from their competitors;

Whereas this distinctive style acquired by Franchisor had a positive echo and became highly popular among consumers, of all nationalities, which granted it an international reputation consecrated by the restaurants operated in the Arab Republic of Egypt, in a way that the name “Abou El Sid” became synonymous with Egyptian food, quality and fame, a place visited by all restaurants and night clubs lovers;

Whereas Franchisor wishes to benefit from its international reputation by creating a chain of international restaurants bearing the trademark “Aboul El Sid”, in all the parts of the world and registered, for this purpose, the trademark in most of the Arab countries.

Whereas Franchisee is a company specialized in *(object of the Franchisee)* and wished to benefit from the reputation, experience and technical skills of Franchisor, by adhering to the chain of restaurants opened by Franchisor under the Trademark.

Therefore, both parties agreed to be bound by the following conditions and terms:

1. Preamble

1.1 The preamble and attached specifications form an integral part of this Agreement.

2. Object of the Agreement

2.1 The object of the Agreement is to grant Franchisee the right to:

(i) Exclusively develop and operate restaurants under Franchisor's Trademark in the Territory.

(ii) Use Franchisor's distinctive style, know-how and other knowledge in connection with the opening, operation and management of the Restaurants.

(iii) Use the benefit of Franchisor's accounting, management and marketing knowledge and experience in relation to the exploitation of the Restaurants.

2.2 Franchisee undertakes to respect Franchisor style and operate the Restaurants to be opened according to the conditions, standards and policy set forth or referred to in this Agreement and the attached specifications.

3. Personal Consideration

3.1 The Parties explicitly agreed that the Agreement with Franchisee was concluded on a personal consideration basis; therefore, Franchisee undertakes to refrain from transferring any share to a third party without a written approval by the Franchisor. Any Change of Control by the Franchisee entitled the Franchisor to terminate the Agreement as per Article 15.

3.2 In all cases and in accordance with the personal consideration basis, Franchisee can not transfer any of its rights nor obligations set and stipulated in the Agreement to a third party.

4. Duration of the Agreement

4.1 The Parties agreed that the duration of the Agreement is set for ten years as of the date of its signature and that it will be automatically renewed for an additional five years term, unless otherwise expressed by either Party by virtue of a registered letter with acknowledgment of receipt sent to the other Party at least six months before the expiry of the initial period.

5. Financial Obligations

5.1 Franchisee undertakes to pay to Franchisor the following amounts:

- a. The Franchise Fee set at USD (..... dollars) payable upon signature of the Agreement. The franchise fee includes the fee for the opening of the first Restaurant in the Territory. The Parties expressly agreed that Franchisee is not entitled to request from Franchisor the restitution of the franchise fee upon the cancellation, or termination of the Agreement or the expiry of its initial and/or renewed duration.
- b. The royalty amounting ..% of Franchisee's Gross Sales paid monthly in arrears.
- c. The ROP equal to USD (.....US Dollars) payable within thirty days as of the opening by Franchisee of each new Restaurant in the Territory as per the Development Plan.
- d. The Restaurant's opening expenses which include all daily support fee, including, inter alia, (i) all costs and expenses relating to the accommodation, local transportation, daily per diem and other expenses incurred by the entire support and training team as mentioned in Article 11.2 (a) below, (ii) travel expenses for each planned visit by the interior designer, and (iii) the daily support fee and travel expenses in respect of each member of the opening team who will assist Franchisee in the beginning of the Restaurant(s)'s exploitation.

5.2 Franchisee shall provide the Franchisor in the beginning of each quarter a quarterly statement of its business activities. In addition, Franchisee shall also send to Franchisor, within four months as of the end of each financial year (each financial year ending on December 31) , the auditor's annual report, in order to allow the Franchisor to be informed of Franchisee's Gross Sales and carry out the accounting. Franchisee shall also provide the Franchisor by email with a daily sales statement of its activities.

5.3 The Franchisee shall keep accurate and complete books and records in sufficient details to enable alleged amounts of the Gross Sales and Royalties to be verified. Franchisor may require the books and records of Franchisee to be audited, at its own expenses, regarding the payments of the Royalties as described in the present section. Franchisee agrees to keep all relevant books and records in accordance with the Generally Accepted Accounting Principles. Such audit shall be conducted during normal business hours at the offices of the Franchisee's accountants or at its corporate offices by accountants chosen by the Franchisor. The Franchisor shall not give Franchisee less than three (3) business day prior written notice for such audit.

5.4 In the event any such audit reveals a discrepancy between what has been reported and what was actually due to Franchisor by an understatement of 1.5% or more, then and in that event the Franchisee shall pay: (a) the amount of the underpayment, (b) plus interest at the rate of 9% (nine percent) from the date such payments should have been made and (c) the actual cost of the audit. If the verification shows overpayments, then the Franchisor shall refund or credit such overpayments to future payments as provided by the Franchisee's written request.

6. The Trademark

6.1 The Use of the Trademark:

6.1.1 Franchisor shall allow Franchisee to use the Trademark as trade name and trademark for the Restaurants to be opened in the Territory throughout the Initial and/or Renewed Term of this Agreement and in the class(es) registered as per Annex 1 herewith attached. Franchisee shall give all reasonable assistance to enable Franchisor to register the Trademark – if not already registered – in the Territory. All expenses associated with such registration shall be born by Franchisor.

6.1.2 Franchisee acknowledges that the Trademarks carry a special image of exclusivity, creativity and quality and hereby warrants that it shall at all times protect, maintain and develop such image and that it will use the Trademarks and observe the visual identity of the Trademarks, in each case strictly in accordance with the trademarks policy.

6.1.3 The Franchisor shall not grant to any third party the right to use the Trademarks in violation of this Agreement. The Franchisee further acknowledges that as between the both Parties, the property of the Trademarks remains solely with the Franchisor and therefore the Franchisee or any of its Affiliates shall not in any event register or attempt to register the Trademarks or to assert any legal or equitable rights in them.

6.1.4 The Franchisee shall use the Trademarks only in the way and manners as specified by the Franchisor. The Franchisee agrees that it shall never use the Trademarks in a way that would injure, demean or dilute the reputation of the Franchisor or the Trademarks or the goodwill symbolized by the Trademarks. The Franchisee agrees that the use of the Trademark shall be subject to the prior approval of Franchisor (which approval shall not be unreasonably withheld or delayed) and shall strictly comply in nature and quality to the standards set or approved from time to time by Franchisor.

6.1.5 The rights related to the Trademarks granted hereunder shall not give to the Franchisee rise to any rights other than those expressly granted by the Agreement. The Franchisee acknowledges that all and any use of the Trademarks shall inure to the benefit of the Franchisor. The Franchisee agrees that it shall not at any time

contest the ownership or validity of any Trademarks or Additional Trademarks nor assist anyone else to do so, nor do anything that would jeopardize or diminish the Franchisor and/or the franchisor's rights to or the value of the Trademarks or the goodwill attached to the Trademarks. The Franchisee agrees that it shall not attempt to register the Trademarks or any other mark resembling the Trademarks in any form or transcription in any country.

6.1.6 Franchisee shall not use the Trademarks or any similar trademark as part of or in conjunction with any word or words unless provided by the hereby Agreement or as part of the name of any corporation or other legal entity. The Franchisee shall not use any other mark, name or style, which is or could be confusing with the Trademarks, or which might lead to a lack of distinctiveness of the Trademarks or which might impair the goodwill of Franchisor in the Trademarks.

6.1.7 The Franchisor shall be entitled to modify or adopt new trademarks. In that event and at Franchisor's directives, Franchisee shall adopt, use and display only the Trademarks renewed or as modified and it shall promptly stop the use and display of outmoded or superseded Trademarks.

6.1.8 Franchisee shall set up an e-mail account using only a domain name which Franchisor authorizes, as he agreed to not set up any other e-mails accounts nor establish any website in relation to the Agreement without Franchisor's consent. However, Franchisee shall be entitled to mention in its advertising campaigns including its own web sites, the present franchise among the other franchises it owns in the Territory and elsewhere in the world.

6.2 Protection of the Trademark:

6.2.1 The Franchisor represents, to the best of its knowledge, that: (i) the Franchisor owns all Trademarks and has the right to license the Trademarks to the Franchisee in accordance with the terms hereof; (ii) the use of the Trademarks by the Franchisee does not infringe any rights of any third parties as of the date hereof; and (iii) it has not granted any rights similar to those granted herein to the Franchisee to any party other than the Franchisee in the Territory.

6.2.2 Franchisee undertakes to inform Franchisor of any violation of the Trademark in the Territory. In case of any such violation, Franchisor is solely entitled to bring the necessary legal actions in its name or jointly with Franchisee, knowing that Franchisee will provide Franchisor with the necessary means to file such legal actions. In all cases, Franchisor shall bear all of the legal fees resulting from such legal actions. All damages awarded in any enforcement action taken by the Franchisor based on an infringement of the Trademarks shall be paid to the Franchisor. However, Franchisee shall be entitled, should Franchisor fail to bring the necessary legal action in case of violation of the Trademark in the Territory which violation resulted in a material damage incurred by Franchisee, to bring in

its own name any legal action it deems appropriate and to retain any compensation awarded in respect of such legal action.

7. Unfair Competition

7.1 Franchisee shall refrain, throughout the Term of the Agreement, from conducting any competing activities to the Restaurant.

7.2 For the avoidance of doubt, activities shall only be deemed to be in direct or indirect competition if they are restaurants serving predominately Egyptian dishes and beverages, or having menus substantially similar to Franchisor's menu; being understood that any fish or Lebanese restaurant and Franchisee's current businesses, whether such businesses are directly or indirectly owned by Franchisee, fits in the said category.

7.3 Franchisee current's business includes all the business described in the Annex 3 herewith attached and can not be considered as compete activities in the meaning of the current article.

7.4 Franchisor undertakes to refrain from granting, throughout the Term of the Agreement, any third party, any of the rights granted to Franchisee by virtue of this Agreement. All rights granted to Franchisee by virtue of this Agreement are granted on an exclusive basis.

8. Specifications

8.1 Franchisor shall provide Franchisee prior to the date of execution of this Agreement with the specifications set forth in Franchisor's Operation Manual, including all of the characteristics of the Restaurants whether on the ornamental or architectural level as well as management and services standards. Franchisee shall approve all such specifications, sign them, receive copies of them and undertakes to execute them entirely on pain of terminating this Agreement at its full responsibility. Franchisor shall, upon execution of this Agreement, provide Franchisee free of charge with all the documents relating to the activities and services the Restaurants (i.e. the food menu, the recipes, the beverage menu, the musical discs and personal cards).

8.2 The Operation Manual and all updates will remain Franchisor's property. Franchisee agrees not to make any copies thereof without Franchisor's consent. Franchisee shall return the operation manual with any copy of them to Franchisor on the expiry or the termination of this Agreement.

8.3 The Parties agreed to set together the prices in the food and beverage menu.

8.4 Franchisee will purchase from Franchisor all the furniture and decorative or display items used in the Restaurant and which are in line with the distinctive and

unified style adopted by the “Abou El Sid” restaurants at cost price as defined in the Operating Manual.

9. Right of Supervision

9.1 Franchisee undertakes to comply with all of the standards as set out in Franchisor’s specifications, in particular the health standards and quality of service.

9.2 Franchisor shall be entitled to send, at any time as of the execution of this Agreement and at its own expense, experts to inspect the Restaurants operated by Franchisee in order to make sure of its compliance with Franchisor’s specifications and Operation Manual.

9.3 The experts will submit a written report of their examination of the Restaurants to the Franchisor which will provide the Franchisee with such report. In case of non compliance of the Franchisee of the standards especially the health and quality standards, the Franchisor shall notify the comments of the experts to the Franchisee which undertakes to take all the appropriate measures to apply the aforementioned comments. If the Franchisee commits during the Term of the Agreement three infractions to the health and quality standards, the Franchisor is entitled to terminate the Agreement.

10. Architectural Drawing

10.1 Franchisee will inform the Franchisor about the spot location of any Restaurant to be opened. Each Restaurant’s location is subject to the Franchisor’s approval which can be discretionary withheld. Franchisor undertakes to give its decision concerning the premise’s location, in writing and within fifteen (15) days from its submission by Franchisee, otherwise the silence of Franchisor is considered as a tacit acceptance. It is understood that in case of breach of the present article by the Franchisee, Franchisor is entitled to request the closing of the Restaurant opened without its approval and Franchisee will be liable to pay to Franchisor without recourse nor deduction, as liquidated damage an amount equal to USD 500.000 (five hundred thousand US Dollars).

10.2 Franchisee shall, within two months as of the execution of the lease agreement relating to the first Restaurant to be opened in the Territory as per the terms of this Agreement, send to Franchisor, a copy of the architectural drawing to enable Franchisor’s architects and experts to design, within a maximum period of two months, the external and internal architecture as well as the decoration to be in line with the distinctive and unified style adopted by the “Abou El Sid” restaurants. In return, Franchisee undertakes to pay to Franchisor’s architects the

fees relating to these designs which will be agreed upon by both parties upon handing over to Franchisor by Franchisee of the architectural drawing.

10.3 In the event the drawings and designs set by Franchisor's architects and experts are contrary to the construction laws and regulations in force in the Territory, Franchisee shall be entitled to undertake all the necessary modifications and changes to comply with all legal requirements. The Franchisor shall not bear any responsibility regarding the infringement by the Franchisee of the construction laws and regulations in force while executing the designs and architectural drawings.

10.4 Article 10.2 hereof shall not apply for the subsequent restaurants for which Franchisor's architects will only provide Franchisee with the design guidelines and will be considered as the consultants of Franchisee's architects and experts who will prepare the internal and external architecture as well as the decoration subject to Franchisor's final approval, which approval shall not be unreasonably withheld and which shall be granted in anyway within two weeks.

11. Franchisor's Obligations

11.1 After the execution of each lease agreement Franchisor shall be entitled to:

- (a) Inspect the premises for approval in accordance with the criteria set out in the operation manual.
- (b) Provide Franchisee with the Operation Manual.

11.2 Before the opening of any Restaurant Franchisor shall:

- (a) Provide an opening support team for a period of two months for the first location in the Territory beginning three weeks before the agreed opening date of the restaurant. The support team is composed by a supervisor manager, a manager and three chefs.
- (b) Recommend to replace the proposed manager or any employee of any of Franchisee's restaurants if said manager/employee does not complete the training to Franchisor's satisfaction.

11.3 During the term of this Agreement, Franchisor shall:

- (a) Provide Franchisee with any updates concerning the specification of the Operation Manual as well as those related to the Trademark".

(b) Provide Franchisee with all promotional material necessary for Franchisee to carry out any advertising campaign in the Territory including, inter alia, all audio-visual campaign, announcements, pamphlets and any other media campaign.

(c) Communicate to Franchisee all information, improvements and guidance of which Franchisor becomes aware.

(d) Provide at his sole discretion and free of charge, as many visits per year to Franchisee's restaurants as deem necessary.

(e) Hold, at its own expenses, regional or/and national meeting or/and seminars from time to time for Franchisees.

12. Restaurants Management

12.1 In the event Franchisee wishes to vest the management to the Franchisor of any of the Restaurants it operates; it shall request so in writing. A separate agreement shall be entered into between Franchisor and Franchisee setting forth the fees due to Franchisor as a result of its management of such Restaurant operated by Franchisee through a specialized team sent for this purpose.

13. Advertising Campaigns

13.1 Franchisee shall refrain from launching any advertising campaign for the restaurant and/or Restaurants without previously notifying Franchisor in writing of the content and duration of said campaign as well as the means it intends to use, - audiovisual media or press-and without obtaining Franchisor's express and written approval.

13.2 Franchisor may solely and at its own expense run or operate national advertising and marketing campaigns for Franchisee's benefit or the network benefit.

14. Emergencies and Amendments

14.1 In the event that Franchisor introduces any modification to the restaurants affiliated to its international chain concerning the external and/or internal architecture, decoration and/or the food and beverage menu and/or quality of the music played and/or uniform of the employees and, in general, to any of the elements characterizing the Restaurants affiliated to the international chain, or

14.2 In the event it appears to Franchisor that some changes in the food and beverage menu and/or on quality of the music played in the restaurant and/or restaurants operated by Franchisee are required,

14.3 It shall inform Franchisee in writing and request it expressly to introduce these modifications. In such a case, Franchisee undertakes to introduce, at its own expenses, the required modification and/or modifications within a period of six (6) months as of its receipt of Franchisor's letter in this respect unless such modifications are in breach of the laws and regulations in force in the Territory, in which case Franchisee shall be released from carrying out such modifications.

14.4 It is agreed between both parties that Franchisee shall not be bound to introduce any modification to any location requested by Franchisor within twelve (12) months as of the official opening date of each restaurant.

15. Termination of the Agreement

15.1 Either party may without prejudice to any other rights terminate this Agreement upon the occurrence of any of the following events:

(a) Default. If the other party is in material breach of any of the provisions hereof, including in the case of late payments, and fails to remedy such breach within thirty (30) days as of receipt of a written notice from the other party specifying the breach and requiring its remedy.

(b) Insolvency. Either Party, as the case may be, may terminate the Agreement by giving to the the other Party (the "Insolvent Party" for the purpose of the Agreement) written notice to that effect (the "Termination Notice") if such Insolvent Party is subject to (i) a voluntary or involuntary bankruptcy, (ii) a court-ordered reorganization, debt arrangement or other collective proceedings for the protection of creditors under any bankruptcy or insolvency law the effect of which will make it practically or legally impossible for that Party to fulfill any of its obligations under this Agreement, or (iii) the object of any dissolution or liquidation proceeding (unless, in the case of any involuntary proceeding, such proceedings shall have been contested by the Insolvent Party which is the object thereof and discharged within sixty (60) days from the date of commencement thereof). This Agreement shall terminate thirty (30) days after receipt of the Termination Notice; provided, however, that in the event of which the Termination Notice is based on an involuntary proceeding, this Agreement shall be terminated sixty (60) days after receipt of the Termination Notice and only if such proceedings have been discharged within such sixty (60) day period.

15.2 Franchisor shall be entitled to immediately terminate this Agreement after serving a written notice on Franchisee in one of the following cases:

(a) If Franchisor does not approve the modifications introduced to the bylaws or management of Franchisee or Change of Control or transfers among partners and/or between partners and third parties subject to the terms of Article 3.1 hereof.

- (b) If Franchisee operates a sub-franchise or a similar agreement.
- (c) Failure by Franchisee to make complete and in time payment(s) of any monies owed to the Franchisor as per Section 5.
- (d) If Franchisee intentionally conceals the Gross Sales to Franchisor and annual auditing accounts.
- (e) If Franchisee does not start its activities within a period of (6) six months as of the date of execution of this Agreement, except cases subject to clause 21.
- (f) If Franchisee is prevented by virtue of an administrative or judicial order to carry out its activity in the Territory.
- (g) If Franchisee engages in any conduct or practice that in the reasonable opinion of the Franchisor is detrimental or harmful to the good name, goodwill, or reputation of the Franchisor, its properties or services, or the public.
- (h) If Franchisee engaging in any conduct or practice regarded as a fraud against the consumers, or that is an unfair, unethical or deceptive trade act or practice.
- (i) Any unauthorized or improper use by the Franchisee of the Trademarks.
- (j) An affirmative act of insolvency by the Franchisee; an assignment for the benefit of creditors, or the filing of a petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors, by the Franchisee .
- (k) Conviction of the Franchisee, its principals, officers and directors, of any crime, which in the reasonable opinion of the Franchisor may adversely affect the goodwill or the interests of Franchisor or Franchisor's business.
- (l) If Franchisee breaches more than three times the health and quality standards and specifications as per article 9.3.

15.3 Upon termination of the Agreement by either party as per the terms of Articles 4.1, 15.1 and 15.2 hereof, Franchisee shall within a period of three months as of receiving or serving the termination notice:

- (a) Pay to Franchisor all sums due to the latter up to the date of termination.
- (b) Stop operating the exploitation of the Restaurants.
- (c) Stop using the intellectual property and trading name, by removing all signage, and IP and other marking related to the network "Abou El Sid".

(d) Return all copies of the operation manual and specifications.

(e) Stop using the domain name and transfer it to the Franchisor.

15.4 In case of the Franchisee's non compliance with the Development Plan, Franchisor shall be released from its obligation of exclusivity toward the Franchisee as mentioned in article 7.4 above. Therefore and if the Franchisee will not remedy this breach within (6) six months from its reception of a written notice by the Franchisor, this latter is entitled to grant any third party the right to operate a Restaurant in the Territory.

16. Restrictions

16.1 Franchisee should, for a period of twelve (12) months following the termination of this Agreement in whole or in part, abstain from carrying out in the Territory.

17. Improvements

17.1 Franchisee shall provide Franchisor with any suggestion for improvements of whatever nature (e.g., introducing dishes typical to the country in the food menu) to the exploitation of the Restaurant(s).

17.2 Franchisee shall grant Franchisor a nonexclusive world wide perpetual royalty free license in respect of any specific right rising out of those improvements.

17.3 Franchisee must respond promptly to all customer complaints and must keep for each customer complaint full written records.

18. Insurance

18.1 During the term of this Agreement, Franchisee shall maintain fully paid up public liability insurance with cover to such reasonably sufficient level and sum.

19. Confidentiality

19.1 Each Party shall hold and keep confidential (and shall not use, other than in connection with this Agreement and the transactions contemplated hereby) any information provided to it, or any of its respective Affiliates or any of their representatives, pursuant to or in connection with this Agreement by or on behalf of the other Party or any of its Affiliates (whether such information is regarding the Business or otherwise relating to such other Party or any of its Affiliates), provided that this section 19 shall not apply to the following:

- (1) information which is publicly available at the time of disclosure (independently from any act of the Party receiving such information or any of its Affiliates);
- (2) information which is disclosed to the Party receiving such information or an Affiliate of such Party by a third party which did not disclose it in violation of a duty of confidentiality;
- (3) information which was known to the Party receiving such information or any of its Affiliates before such information was provided to them or to their representatives by or on behalf of the Party disclosing such information or any of its Affiliates;
- (4) disclosures which are required to be made by the Party receiving such information or any of its Affiliates upon any legal decisions or other applicable laws or regulations (provided that such Party or Affiliate makes reasonable efforts to provide copies of such information to, or informs, the other Party before disclosure), or which are requested by the Party disclosing such information or any of its Affiliates.

20. Autonomy of the Two Parties

20.1 Franchisee undertakes to bear alone all of the debts, liabilities and losses resulting from its use of the Trademark. It shall not be entitled, whatever the case, to claim any amount or damages from the Franchisor in relation with this Agreement.

20.2 Each Party represents and warrants to the other Party as of the date hereof is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and each Party has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by each Party to this Agreement, and the consummation by the Party of the transactions contemplated hereby, have been, or will be duly authorized by all necessary legal action of such Party.

20.3 This Agreement has been duly executed and delivered by each Party and constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms, except as such enforcement may be limited by laws affecting the enforcement of creditors' rights generally and subject to general equitable principles. Neither the execution and delivery by a Party of this Agreement, nor the consummation of the transactions contemplated hereby (i) conflicts with or violates any provision of the articles of incorporation, charter or by-laws of a Party, or of any decree or order of any court or administrative or other governmental body which is either applicable to, binding upon or

enforceable against a Party; (ii) results in any breach of or default under any mortgage, contract, agreement, indenture or other instrument which is either binding upon or enforceable against a Party; (iii) has any effect on the compliance of a Party with any applicable licenses, permits or authorizations which would materially and adversely affect such Party; or (iv) results in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any assets of a Party.

20.4 There is no claim, action, suit, litigation, proceeding or investigation pending or, to the best knowledge of such Party, threatened against such Party concerning this Agreement or the transactions contemplated hereby or, to the best knowledge of such Party, is there any reasonable basis for any such claim, action, suit, litigation, proceeding or investigation.

20.5 Neither the Parties nor any of its employees, customers or agents shall be deemed to be the representative, agent or employee of the other Party for any purpose whatsoever, nor shall any of them have any right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other Party, nor to accept service of any legal process addressed to or intended for the other Party.

21. Force Majeure

21.1 In the event that either Party is prevented from, or delayed in the performance of the Agreement by Force Majeure, such party shall communicate in writing to the other Party concerning the circumstances of such event. The Party making such communication in good faith shall thereupon be excused from its performance or punctual performance of the obligations during the continuance of the circumstance causing such prevention or delay.

21.2 If the case of Force Majeure persists for a period exceeding 60 (sixty) days, either party may terminate this Agreement without any compensation due to the other party after giving the other party a written notice in this respect.

22. “Abou El Sid”'s Products

22.1 Franchisee undertakes, should Franchisor decides to produce its own products under the Trademark, to buy a given quantity of these products to be sold in the Restaurant(s) it operates and according to the prices it deems appropriate provided Franchisor's prices are as competitive as the prices offered by other acceptable suppliers. The terms and conditions relating to the purchase and sale of Abou El Sid products shall be set forth and agreed upon in a separate agreement.

23. Governing Law and Arbitration

23.1 Any dispute, difference, controversy, or claim of any kind that arises or occurs in relation to any thing or matter arising under, out of, or in connection with the interpretation or implementation of this Agreement shall be exclusively and finally settled by a panel of three arbitrators under the rules of the International Chamber of Commerce. Each party shall appoint one arbitrator and the arbitrators so appointed by the parties shall appoint the chairman of the panel.

23.2 The place of arbitration shall be Lebanon and the language of the arbitration shall be Arabic. The award or decision of the arbitrators shall be final and binding upon the Parties and non appealable. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereover. The Agreement shall be governed by and construed in accordance with the laws of Lebanon.

24. Notices

24.1 Any notice, approval, consent, or authorization required or permitted to be given hereunder by either Party shall be in writing and shall be deemed given on the date received if delivered personally and shall be addressed as follows:

| | |
|-----------------------------------|------------------------------|
| ABOU EL SID (Off Shore) SAL | <i>(Name of the Company)</i> |
| 257 Abdel Wahab El Inglisi Street | <i>Address:</i> |
| Ashrafieh – Beirut – Lebanon | |
| Attention: Mr. Jihad Pakradouni | |

This Agreement was made on in two original copies each party having received one to be used when necessary.

Franchisor

Franchisee

Annex 1: The Trademark

“Abou El Sid” is registered in at the Ministry of Economy and Trade under no in class no 42 on

Annex 2: Franchisee's Identity

| | |
|-------------------------|--|
| Name of the Company: | |
| Status: | |
| Legal Address: | |
| Place and Registration: | |
| Capital repartition: | |
| Legal representatives: | |
| Shares Repartition: | |

Annex 3: Franchisee's Activities

Annex 4: Development Plan

| City | 2009* | 2010* | 2011* | Total |
|--------------|--------------|--------------|--------------|--------------|
| | | | | |
| TOTAL | | | | |

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