

橄榄油专卖店投资意向书

日期: 2012年4月2日

绿业百年特许投资有限公司 (以下简称甲方)

_____ (以下简称乙方)

就在加拿大开高品质橄榄油及其相关产品的专卖店, 甲、乙双方达成以下合作意向:

意向书关键条款

1. 组织节构: 甲乙双方组建加拿大有限责任公司或者是合资公司由甲乙双方商定后确定.
2. 股份比例: 乙方 占30%的股份. 甲方占70%的股份.
3. 出资/运作: 由乙方出资50万加币/店, 甲方提供其它方面比如注册商标, 店铺运作操作手册及其它所需资料.
4. 合作有效期: 合作会一直有效到正式合约书被 终止. 正式合约书由甲方在签定本意向书45天内负责起草完毕.
5. 管理委员会: 由三人组成 的管理委员会将会管理合资公司的事务, 并由乙方出1人及甲方出2人. 管理会主席由甲方指派. 大多数的决定由多数投票决定. 重大决定将由全票决定.
6. 运作日常管理: 合资公司的运作管理将会在管理委员会的指导下运作日常事业.
7. 商业计划书: 合资公司的商业计划书将会作为正式合约书的附件. 管理委员会将会每年更新商业计划书.
8. 投入: 正式合约书会列出详细的资金及其它需要的细节.
9. 合资公司利润分配: 合资公司的利润会根据各方所占的股份比例每年分配. 管理委员会将作出决定.
10. 合同终止不因违约: 合同任一方都将可以终止正式合约书如果合资公司不能达到预期的利润指标. 具体细节见13, 或在正式合约书执行3年后可终止合同, 详情见13.
11. 合同终止因违约: 如果一方违约, 另一方将能终止合作. 如果因为违约造成合作终止, 未违约方有以下选择:
 - a. 要求合资公司解散.
 - b. 以80%的市场价购买违约方的股份, 或者
 - c. 以市场价将股份卖给违约方.

合资公司由未违约方来暂时控制. 如双方均违约, 正式合约书应允许合资公司立即解散.

12. 市场价如双方商量确定. 如双方未能达成协议, 由第三方估价确定.
13. 如无任何一方违约, 合同的任一方可以要求卖出或收购另一方的股份.
 - a. 提出方可以买另一方的股份.
 - b. 提出方可以卖股份给另一方.
14. 未经另一方同意, 任何一方不得将股份转让给第三方.
15. 合同任一方如造成任何损失应向另一方作合理赔偿.
16. 合同任一方不得与合资公司在相同行业竞争.
17. 合同任一方未经对方书面同意不得向第三方公开和披露任何保密资料或以其他方式使用保密资料。

乙方资金到位安排

18. 10%的总初投资 (总初投资为 50 万加币/店; 如需要投资移民, 则公司需投 3 百万加币开 6 加店或者个人投 1 百万加币开 2 家店) 在签这份意向书 30 天之内付给甲方作为启动费用包括法律方面的工作, 通过我们的零售专业人事团队分析并找店铺地点, 店铺的专业室内设计, 找专业装修施工队做店铺装修, 统一管理的专业零售收费系统及其它前期工作.
19. 40%的总初投资应付到合资公司在 5 天内签订正式合约书.
20. 50%的总初投资应付到合资公司在 30 天收到第二笔资金.
21. 如需要移民服务, 律师服务费为 5 万加币. 高林律师事务所会提供专业移民服务.
22. 如对本意向书有意合同, 应于 2012 年 月 日前向邢海建副总裁联系. 电话: 001-519-496-3078, 传真: 001-519-800-6489, 电邮: info@greencentury-hk.com .
23. 本意向书为草约, 超过意向期 2012 年 月 日, 本意向书自动失效. 双方另签正式合约书, 一切以合作合约书为准.
24. 乙方进行市场评估的出差费和人员培训费由乙方自行承担.
25. 本意向书一式两份, 双方各执壹份, 具有同等法律效力。

甲方 (盖章) : _____

地址 : _____

法定代表人 (签字) : _____

联系电话 : _____

传真 : _____

_____年____月____日

乙方 (盖章) : _____

地址 : _____

法定代表人 (签字) : _____

联系电话 : _____

传真 : _____

_____年____月____日

[PART TWO—BINDING PROVISIONS]

In consideration of the significant costs to be borne by the Parties in pursuing the Proposed Joint Venture and further in consideration of their mutual undertakings described herein, upon execution by GREEN CENTURY FRANCHISE of this Letter, the following paragraphs of this Part Two of this Letter (collectively, the “Binding Provisions”) will constitute legally binding and enforceable agreements of the Parties.

3. Nonbinding Provisions Not Enforceable. The Nonbinding Provisions of Part One above do not create or constitute any legally binding obligations between the Parties, and, regardless of whether the Joint Venture Agreement is prepared, authorized, executed, or delivered by the Parties, neither Party will have any liability to the other Party based upon, arising from, or relating to the Nonbinding Provisions. No prior or subsequent course of conduct or dealing between the Parties, oral communications, or other actions not reduced to or reflected in a writing duly executed by the Parties will serve to modify this Paragraph 3 in any way or cause the Nonbinding Provisions or any provisions covering the same subject matter to become in any sense legally binding and enforceable.

4. Drafting of Joint Venture Agreement. If these Binding Provisions are not sooner terminated pursuant to Paragraph 14 below, Green Century Franchise and its counsel will prepare the initial draft of the Joint Venture Agreement within 30 days of signing this LOI.

5. Access. Unless and until these Binding Provisions are terminated pursuant to Paragraph 14 below, each Party will provide to the other Party (“Inspecting Party”) full and free access to its business, its personnel, properties, contracts, books and records and all other documents and data relating to the operation of its business. Each Party will cause its directors, employees, accountants, and other agents and representatives (collectively, “Representatives”) to cooperate fully with the Inspecting Party and its Representatives in connection with the Inspecting Party’s due diligence.

6. Conduct of Business. Unless and until the Parties duly execute and deliver the Joint Venture Agreement or these Binding Provisions have been terminated pursuant to Paragraph 14 below, each Party will operate its business in the ordinary course and, absent the written consent of the other Party, refrain from any extraordinary transactions during the negotiation of the proposed joint venture. Each Party will notify the other Party, in advance, of any conduct of its business outside the ordinary course and of any extraordinary transactions involving its business.

7. Confidentiality. Except as and to the extent required by law, neither Party will disclose or use, and it will direct its Representatives not to disclose or use to the detriment of the disclosing Party or its business (the “Disclosing Party”) any Confidential Information (as defined below) furnished, or to be furnished, by the Disclosing Party or its Representatives to the receiving Party or its Representatives (the “Receiving Party”) at any time or any manner other than in connection with its evaluation of the Proposed Joint Venture. For purpose of this Paragraph 7, “Confidential Information” means any information about the Disclosing Party stamped “confidential” [*which gives the its business some competitive business advantage, or the opportunity of obtaining that advantage, or the disclosure of which could be detrimental to the interests of its business*] or identified in writing as such to the Receiving Party by the Disclosing Party promptly following its disclosure, unless (i) such information is already known to the Receiving Party or to others not bound by a duty of confidentiality at the time of its disclosure or such information is or becomes generally available or known to the public through no fault of the Receiving Party; (ii) such information is obtained by the Receiving Party from a source other than Disclosing Party, provided that the Receiving Party is unaware that such source was bound by a duty of confidentiality to the Disclosing Party or its business or other party with respect to such information; (iii) the use of such information is necessary or appropriate in making any filing or obtaining or obtaining any consent or approval required for the consummation of the Proposed Joint Venture; or (iv) the furnishing or use of such information is

required by or necessary or appropriate in connection with legal proceedings. If these Binding Provisions are terminated pursuant to Paragraph C below, each Party will promptly return to the other Party or destroy any Confidential Information in its possession and certify in writing to the other Party that it has done so.

8. Disclosure. Except as and to the extent required by law, without the prior written consent of the other Party, neither Party will make, and each will direct its Representatives not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, the Proposed Joint Venture or any of the terms or other aspects of the Proposed Joint Venture. If either Party is required by law to make such disclosure, it will provide to the other Party as far in advance of its disclosure as practicable (i) the content of the proposed disclosure, (ii) the reasons that such disclosure is required by law, and (iii) the time and place that the disclosure will be made.

9. Expenses. Each Party will be responsible for and bear all of its own expenses incurred at any time in connection with pursuing or consummating the Proposed Joint Venture, regardless of whether the Parties duly execute and deliver the Joint Venture Agreement or the Parties consummate the Proposed Joint Venture.

10. Consents. Unless and until these Binding Provisions are terminated pursuant to Paragraph 14 below, the Parties will cooperate with each other and proceed, as promptly as is reasonably practicable, to seek and obtain all necessary consents from governmental bodies, lenders, lessors, and other third parties, and to endeavor to comply with all other legal or contractual requirements for or preconditions to the execution and consummation of the Joint Venture Agreement.

11. Entire Agreement. These Binding Provisions constitute the entire agreement between the Parties and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. Except as otherwise provided herein, these Binding Provisions may be amended or modified only by a writing executed by the Parties.

12. Counterparts. This Letter may be executed by the Parties in counterparts, each of which will be deemed to be an original, and all of which together will constitute one in the same instrument.

13. Governing Law. Dispute Settlement and Governing Laws This agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario, Canada. With respect to any issues, disputes, lawsuits or proceedings arising from or in connection with the rights and obligations of the parties hereunder, the two parties shall irrevocably accept the jurisdiction of the Province of Ontario, Canada.

14. Termination. The terms of this Agreement will be of no further force or effect if any of the following occurs: (i) if the Joint Venture Agreement is not agreed upon by Month day 2012; or (ii) if _____ fails to pay any of the payments by the required due date specified in this letter of Agreement in Exhibit B (iii) as mutually agreed to by the Parties.

For any reason or no reason, with or without cause, at any time; provided, however, that the termination of these Binding Provisions will not affect the liability of any Party for breach of any of these Binding Provisions prior to the Termination. Upon termination of these Binding Provisions, the Parties will have no further obligations hereunder, except as stated in Paragraphs 3, 7, 8, 9, 11, and 13, which will survive any such termination.

Article 7 Miscellaneous

15. Should there are conflicts between the Chinese and English version, the English version will prevail.

If you are in agreement with the foregoing, kindly so signify by executing and returning the enclosed duplicate original of this Letter to Green Century Franchise at the address shown hereon, attention **Steve Xing** by 5:00 p.m. EST no later than **Month day** 2012 *[If the duplicate Letter is not fully executed and returned by that time, it, and the proposal contained in it, are void and may not be accepted thereafter.]*

[If you are in agreement with the foregoing, please sign and return one copy of this Letter, which thereupon will constitute our understanding with respect to its subject matter.]

Very truly yours,

Green Century Franchise Investment Ltd.:

By: _____

Name: _____

Title: _____

Agreed to as to the Binding Provisions on Month day____, Year.


By: _____

Name: _____

Title: _____

Exhibit A Key Joint Venture Terms

1. Organization. The Joint Venture will be organized as an Ontario, Canada limited liability company or Partnership agreed by both Parties.
2. Ownership. [REDACTED] will own 30%, and GREEN CENTURY FRANCHISE will own 70% of the Joint Venture.
3. Contributions. [REDACTED] will contribute \$500,000 CDN for each store and Green Century Franchise will contribute existing assets such as intellectual property, store operation manual and other required business operation items to the Joint Venture.
4. Duration of the Joint Venture. The Joint Venture will continue indefinitely until terminated under the Joint Venture Agreement.
5. Management Committee. A three-member Management Committee will manage the Joint Venture's activities, on which [REDACTED] has one and GREEN CENTURY FRANCHISE shall have two representation. An additional Green Century Franchise appointee shall serve as Chair of the Management Committee that shall meet at least quarterly. Most decisions will be made by majority vote, with the appointed Green Century Franchise Chair having an additional vote to break ties. Certain specified key decisions, however, will require unanimous vote.
6. Operating Management. The Joint Venture's operating management will be authorized to conduct day-to-day operations of the Joint Venture, subject to direction by the Management Committee. Responsibility for initial appointments of the Joint Venture officers will be shared by the Parties.
7. Business Plans. The Joint Venture's initial business plan will be attached to the Joint Venture Agreement and will identify "critical targets", which the Parties believe are essential for the Joint Venture to meet. Updated business plans will be reviewed and adopted at least annually by the Management Committee.
8. Investments. The Joint Venture Agreement and/or the initial business plan will detail the timing for the Parties contributions to the Joint Venture. [REDACTED] and GREEN CENTURY FRANCHISE will not be obligated to make further contributions unless both agree.
9. Joint Venture Distributions. Joint Venture profits will be distributed annually, in proportion to the Parties' percentage interests. In determining distributions, the Management Committee will follow an agreed-upon distribution policy, reflecting the Parties' intention to make the Joint Venture self-sustaining without the need for additional investments. In addition, the Joint Venture Agreement will require the Management Committee to distribute cash periodically to enable the Parties to meet their estimated tax obligations on Joint Venture income.
10. Termination in the Absence of Default. Either Party may terminate the Joint Venture if the Joint Venture fails to achieve a critical target, after notice and an attempt to remedy the failure. Upon any such termination, the terminating Party must choose either to (1) require the Joint Venture to be dissolved or (2) initiate the "mandatory buy-sell" process described in Paragraph 13 below. In addition, at any time after three (3) years from execution of the Joint Venture Agreement, either Party may terminate the Joint Venture by initiating the "mandatory buy-sell" process.

11. Default and Remedies for Default. If either Party were to commit a specified default, the other Party will be able to terminate the Joint Venture. Upon any termination for default, the non-defaulting Party must choose to:

- a) require the Joint Venture to be dissolved;
- b) purchase the defaulting Party's Joint Venture interest for 80% of its FMV (as defined below in Paragraph 0); or.
- c) sell its Joint Venture interest to the defaulting Party for 100% of its FMV.

In addition, provisions are made for shifts in control of the Joint Venture, pending implementation of the remedy elected by the non-defaulting Party. If *both* Parties default, provisions will be made for the Joint Venture to be dissolved promptly.

12. Determining Fair Market Value Upon Default. If a non-defaulting Party chooses to purchase the defaulting Party's Joint Venture interest or sell its Joint Venture interest to the defaulting Party, Fair Market Value ("FMV") would be determined by agreement of the Parties. If there is no such agreement, FMV would be determined by an appraisal process.

13. Mandatory Buy-Sell Process. In the absence of default, either Party may elect to use a mandatory buy-sell upon terminating the Joint Venture. If the process is initiated, the offering Party (the "Offeror") would offer the other Party (the "Offeree") the option to either.

- a) buy the Offeror's entire Joint Venture interest, or.
- b) sell the Offeree's entire Joint Venture interest to the Offeror;.

in either case at the same price per 1% of the Joint Venture. The Offeree would have thirty (30) days to respond. If the Offeree fails to choose one of these two options in this period, the Offeree will be required to sell its Joint Venture interest to the Offeror at the price specified.

14. Transfers of Joint Venture Interests. Neither Party will be allowed, without consent of the other Party, to transfer its Joint Venture interest to unrelated third parties. Transfers to controlled entities would be allowed on certain conditions.

15. Indemnities. The Parties will indemnify each other against damages arising from breach of representations and warranties, breach of pre-closing obligations, and pre-contribution liabilities involving contributed assets, etc. There will be a threshold to preclude minor claims and time limits for making claims.

16. Non-Compete Provisions. Each Party will commit not to compete with the Joint Venture, solicit customers or employees away from the Joint Venture, disparage the Joint Venture's reputation or use trade names similar to the Joint Venture's name. These provisions will generally survive a Party's transfer of its interest in the Joint Venture pursuant to Paragraph 12 above or otherwise.

17. Confidentiality Commitments. Each Party will commit to keep in confidence any confidential information relating to the Joint Venture and its business.

Exhibit B [REDACTED] Cash Commitment Schedule

1. 10% of the capital investment (\$500,000CDN per store) to be paid to Green Century Franchise within 30 days of signing this LOI for mobilization including preparing legal document including Joint Venture Agreement, looking for store location through our retail investigation consultants/team, interior design of the store, engaging construction team for store renovation, setting up POS system and other upfront works to open the store.

2. 40% of the capital investment to be paid to the Joint Venture within 5 days after the Joint Venture Agreement is executed.

3. 50% of the remaining capital investment to be paid to the Joint Venture within 30 days after second payment in place.

4. If immigration arrangement is required by [REDACTED] the legal fee is 50,000CDN paid to Green Century Franchise. 50% of the legal fee to be paid within 30 days signing this LOI, and the remaining 50% of the fee to be paid upon obtaining permanent residence status of Canada. Gowlings is retained by Green Century Franchise to provide immigration service to [REDACTED].