

Dated the 19th day of February 2006

重光産業株式會社 (as known as SHIGEMITSU
SANGYO KABUSHIKI KAISHA), SHIGEMITSU
SANGYO CO. LTD. and SHIGEMITSU INDUSTRY
CO. LTD.)

HK + Macau

and

HONG KONG AJISEN FOOD COMPANY LIMITED
(香港味千食品有限公司)

#####

FRANCHISE AGREEMENT

#####

PANG, KUNG & CO.
Solicitors, Hong Kong SAR
Room 1808-9, 18th Floor
Wing On House
71 Des Voeux Road Central
Hong Kong

THIS AGREEMENT made the 19th day of February 2006

BETWEEN

- (A) 重光産業株式會社 (as known as SHIGEMITSU SANGYO KABUSHIKI KAISHA, SHIGEMITSU SANGYO CO. LTD. and SHIGEMITSU INDUSTRY CO. LTD.) whose principal place of business is situate at 1-14-63, Kuwamizu, Kumamoto-shi, Kumamoto-ken, Japan ("the Franchisor"); and
- (B) HONG KONG AJISEN FOOD COMPANY LIMITED (香港味千食品有限公司) whose registered office is situate at Unit 1301, 13/F., Top Glory Tower, 262 Gloucester Road, Causeway Bay, Hong Kong ("the Franchisee")

WHEREAS :-

- (A) The Franchisor is the legal and registered owner of the trade name "味千拉麵" (hereinafter referred to as "the Trade Name") and the Trade Marks and carries on the business of marketing and selling noodles with a unique soup base and the operation of Japanese-style noodle restaurants all over the world. The operation of Japanese-style noodle restaurants under the Trade Name is conducted in accordance with the Method.
- (B) The Franchisor and the Franchisee have jointly developed the market in The Hong Kong Special Administrative Region of the People's Republic of China (the "PRC") in respect of the Business since 1996 and have achieved great success. Both parties value this highly successful partnership between them and have determined to forge a long-term business partnership upon the terms and conditions herein.

WHEREBY IT IS MUTUALLY AGREED as follows :

1. **INTERPRETATION**

In this Agreement (including the recitals), unless the context otherwise requires, the expression hereinbelow shall have the following meanings:

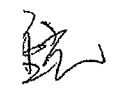
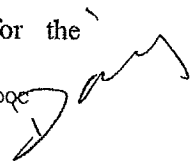
"Business" means the business of manufacturing, supplying, marketing, distributing and selling noodles and soup base with a unique recipe formulated and produced by the Franchisor and the business of operating Japanese-style noodle restaurants under the Trade Name and the Trade Marks in accordance with the Method;

"Franchised Restaurant" means a restaurant operated by the Franchisee pursuant to the grant of this franchise;

"Group" means the Franchisee, its holding company, its subsidiaries and the subsidiaries of its holding company at any time and from time to time including the branches and sub-branches of each and the business carried on by any of them;

"IPO" means an initial public offering of shares of the ultimate holding company of the Group on one or more of the Hong Kong Stock Exchange, the New York Stock Exchange, or any other recognised stock exchange as the Franchisee may decide;

"Method" means a distinctive format and standard for the



registered or capable of registration and all other intellectual property rights whatsoever as may be owned by or available to the Franchisor in connection with and/or for use in the course of the Business as at the date hereof and/or hereafter.

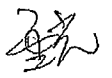
2. **APPOINTMENT**

2.1 The Franchisor hereby grants and gives unto the Franchisee a sole and exclusive and perpetual franchise to operate the Business in the Territory and the right to sub-franchise upon terms and conditions hereinafter provided ("the Franchise"). The Franchisor may review the Business for every period of thirty-eight (38) years and, if necessary, make such adjustments to the operation of the Business as the parties may deem fit.

2.2 In the event that the Franchisee shall carry on the business of manufacturing and distributing noodles under the Trade Marks (the "**Manufacturing Business**"), the Franchisee shall pay to the Franchisor all annual technical fee (the "**Technical Fee**") in respect of each financial year of the Franchisee in which the Manufacturing Business was carried on equal to the relevant percentage as set out below of the audited gross income before any deductions or tax attributable to the Manufacturing Business in that financial year:

<u>Gross Income</u>	<u>Percentage</u>
(i) the first HK\$100 million	1 %
(ii) the portion in excess of HK\$100 million but less than HK\$300 million	0.75%
(iii) the portion in excess of HK\$300 million	0.5%

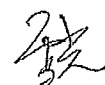
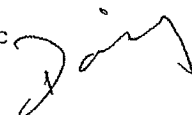
The Technical Fee shall be payable within three (3) months after the end of the



relevant financial year. The Franchisor shall provide such technical support for the Manufacturing Business as may be reasonably requested by the Franchisee. The Franchisee may, in consultation with the Franchisor, develop other business in the Territory by reference to any or all of the Trade Marks or other proprietary rights owned, registered or to be owned or registered by the Franchisor under such terms and conditions as may be jointly agreed by both parties which shall be no less favourable to the Franchisee than those set out in this Agreement.

2.3 The Franchisor acknowledges that in the course of re-organisation of the Group in relation to the IPO, the rights and obligations of the Franchisee under this Agreement may be assigned, transferred to and/or assumed by a Group member ("Novation"). The Franchisor undertakes to consent to and join in such Novation or otherwise to enter into a new binding agreement whose terms and conditions shall be no less favourable to the Franchisee under this Agreement at the request of the Franchisee from time to time, and if the shareholders' approval of the Franchisor is required, the Franchisor shall procure its shareholders to approve the Novation and/or such new agreement. The Franchisee shall supply such documents issued by the relevant authorities and the sponsor of the IPO for reference of the Franchisor.

2.4 The Franchisor further undertakes that if amendments to this Agreement are required in order to comply with any applicable laws or regulations or rules or requests of the relevant stock exchange or acceptable practice for the purpose of or in connection with the IPO, it would discuss such amendments in good faith on a timely basis and agree to such amendments as taking into account the requirements of the relevant laws, regulations and rules and the requests of the relevant governmental and regulatory authority or stock exchange but



continuing to reflect as far as possible the commercial and economic arrangements agreed between the parties as contained in this Agreement.

3. **DATE OF COMMENCEMENT**

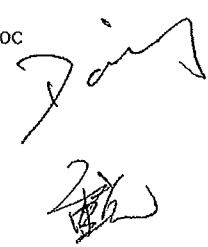
3.1 This Agreement shall commence on the execution hereof and shall continue in force thereafter unless and until determined in accordance with the terms and conditions of this Agreement.

4. **FRANCHISE FEE AND COST OF SUPPLIES**

4.1 The Franchisee herein shall pay the Franchisor a franchise fee in consideration of the Franchisor's granting of the Franchise for the operation of Business in the Territory (hereinafter referred to as the "Franchise Fee") and the cost of supplying noodles, soup bases and other supplies to the Franchisee by the Franchisor (hereinafter referred to as the "Cost of Supplies") in accordance with the provisions in this paragraph.

4.1A The Franchisee shall pay to the Franchisor the Franchise Fee in the sum of HK\$7,000.00 in respect of each calendar month for each Franchised Restaurant operating in the Territory pursuant to the grant of the Franchise during the continuance of this Agreement.

4.2 Notwithstanding paragraph 4.1A hereinabove, in order to assist the development of the Franchisee of its business, the Franchisor hereby agrees to consider a reduction or a waiver of the Franchise Fee and/or the Technical Fee for such period and/or on such terms at the request of the Franchisee and the Franchisor will confirm its decision in writing.

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4.3 (a) The parties hereto agree that the Cost of Supplies during the continuance of this Agreement shall be determined by consultation between the Franchisor and the Franchisee from time to time.

(b) Upon the expiration or termination of this Agreement, any outstanding Franchise Fee, Technical Fee and Cost of Supplies payable by the Franchisee to the Franchisor for any part or partial of a six-month period shall be paid to the Franchisor within 30 days of such expiration or termination of this Agreement or within such time as may be directed by the Franchisor.

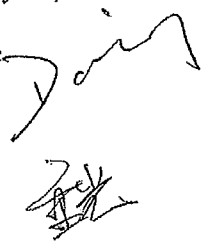
4.4 The Cost of Supplies shall be paid to the Franchisor by the Franchisee in accordance with paragraph 4.3 above without prejudice to whether the Franchise Fee or the Technical Fee is payable.

4.5 During the continuance of this Agreement, the payment of the Franchise Fee, the Technical Fee (if any) and the Cost of Supplies shall be made in accordance with the instructions of the Franchisor as may be advised from time to time by the Franchisor.

5. **OBLIGATIONS OF THE FRANCHISOR**

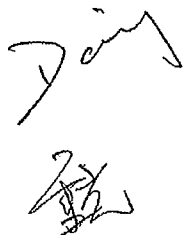
During the continuance of this Agreement, the Franchisor agrees and undertakes to fulfill the following obligations :

5.1 To consult, advise and/or assist the Franchisee in connection with the commencement, development and operation of the Business in the Territory in accordance with the Method, in particular relating to the design, setting, layout,

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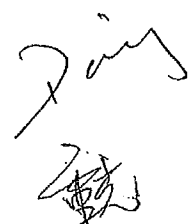
seating plans, fixtures, fittings, renovation of the restaurants, premises and/or outlets.

- 5.2 To authorise the Franchisee to use any and all of the Trade Marks for the operation, development and promotion of the Business.
- 5.3 To advise the Franchisee on the management, technical knowledge, training, personnel policies, finance, promotion, advertising and/or any issues in connection with the operation of the Business.
- 5.4 To provide free training at the request of the Franchisee for its employees and staff concerning management, plans, measures, techniques, methods, services and standards for the operation of the Business a period of not less than 1 month for each training in Japan. The Franchisee shall be responsible for the subsistence expenses of its employees during their respective training periods in Japan.
- 5.5 To send or delegate at least one qualified person in the employ of the Franchisor at the Franchisor's own expenses to the Territory to assist, advise and/or supervise the Franchisee in connection with the preparation and opening of any new Franchised Restaurant or the launching of any major campaigns and/or promotion activities.
- 5.6 To make available and to supply to the Franchisee the Products at such prices as may be agreed and determined by both parties from time to time. For the avoidance of doubt, the Franchisor and Franchisee agree that the Franchisee is allowed to purchase anything necessary for the operation of the Business save and except the Franchisor's unique soup base from sources or suppliers other

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than the Franchisor.

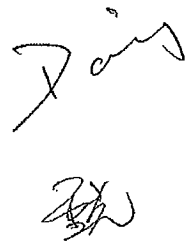
- 5.7 To install, maintain and procure the required facilities, equipment, utensils and tools as are required by the Method at the request and the expense of the Franchisee.
- 5.8 To advise and provide at the request of the Franchisee materials, information and assistance for advertising, sales promotion and/or publicity campaigns of the Business from time to time and to authorise the Franchisee to conduct the advertising, sales promotion and/or publicity campaigns of the Business in such a manner that in the opinion of the Franchisee are suitable for the local market of the Territory.
- 5.8A To pay to the Franchisee within three (3) months after expiration of each 12-month period throughout the term a sum by way of advertising contribution equal to ten (10) per cent of the aggregate of the Franchisee Fee paid by the Franchisee during each said period.
- 5.9 To sub-franchise, sell or market any existing and/or new products or services as may be developed by the Franchisor from time to time exclusively through the Franchisee in the Territory. Details of the sub-franchising, selling and marketing of the said existing and/or new products or services shall be separately worked out by the parties hereto in the spirit of mutual benefits. For the avoidance of doubt, the Franchisee shall have the sole and absolute discretion to consider and approve any proposed sub-franchising, selling and marketing of the said existing and/or new products or services requested by the Franchisor in the Territory.

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- 5.10 The Franchisor hereby warrants that in the event of its sale of the Business, the Trade Marks, the Recipe and the related intellectual property rights the Franchisor must ensure that such sale shall be subject to this Agreement and the rights and interests of the Franchisee hereunder shall continue and not be affected in any respect.
- 5.11 To use its best endeavours to supply the Products in a timely fashion to the Franchisee and to supply the Products to the Franchisee on a regular basis in quantities sufficient to meet current demand from time to time of the Franchised Restaurants.
- 5.12 To make good by the supply of a replacement, any unmerchantable or defective Products supplied by the Franchisor within a reasonable period after the Products have been delivered to the Franchisee.
- 5.13 Not to conduct any business or activity, whether directly or indirectly, in the Territory which is or unlikely to be in competition with the Business carried on by the Franchisee in the Territory or the Manufacturing Business.

6. **FRANCHISOR'S WARRANTY**

- 6.1 The Franchisor hereby warrants that the Franchisor is the legal and registered owner of the proprietary rights of the Trade Marks and the Recipe and is not aware of any dispute or threatened dispute or litigation in which the Franchisor is a defendant of its ownership of the Trade Marks or the Recipe or its right to operate and franchise others to operate the Business. The Franchisor further warrants that it has the full powers, rights and good title to enter into this Agreement with the Franchisee and shall perform its obligations as herein

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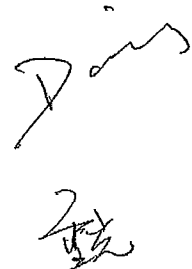
provided with good faith and diligence.

7. **OBLIGATIONS OF FRANCHISEE**

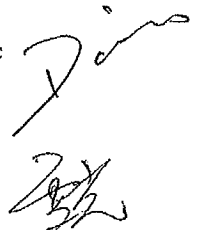
During the continuance of this Agreement, the Franchisee agrees and undertakes to fulfill the following obligations :

- 7.1 To locate, rent and/or acquire such shops and premises as may be suitable for the operation of the Business at the expenses of the Franchisee.
- 7.2 To consult with the Franchisor on the decoration, renovation, partitioning, refurbishment, furnishing, equipment, fixtures and fittings in such shops and/or premises for the Business so that the format and standard of the shops and/or premises are in compliance with the requirements of the Method.
- 7.3 To comply with all laws, byelaws and regulations applicable to the type or nature of the Business from time to time issued by the local government or authorities.
- 7.4 To conduct the Business in an orderly and businesslike manner and to comply with the Method and maintain the quality of the Products served.
- 7.5 To consult with the Franchisor in the establishment and maintenance of the facilities for the operation of the business at such shops and premises as may be suitable for the Business.
- 7.6 To take such reasonable steps and measures to store and preserve the materials or ingredients supplied by the Franchisor for the Business.

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- 7.7 To advise the Franchisor at its request on the taste, lifestyle and business condition in the Territory so that the Franchisor can supply and/or provide Products or other merchandise suitable for the Territory.
- 7.8 To maintain and upkeep the restaurants and/or premises for the Business and the fixtures and fittings therein in a reasonable state of repair and cleanliness so as to maintain the reputation of the Trade Name and to promote the Business.
- 7.9 To recruit and employ a reasonable number of qualified staff and workers to ensure the smooth and efficient operation of the Business at the restaurants and/or premises, to provide reasonable training therefor and to ensure that the staff and workers serve the customers and patrons in a courteous, polite and pleasant manner.
- 7.10 To ensure the staff and workers working at the shops and/or premises of the Business to wear such uniform and in such manner as may be reasonably advised by the Franchisor and such uniform shall at all times be in a reasonable state of cleanliness and neatness.
- 7.11 To pay the Technical Fee and the Franchise Fee to the Franchisor in accordance with paragraph 2.2 and paragraph 4 respectively promptly and on time.
- 7.12 To furnish the Franchisor with an audited profit and loss account of the Business for its reference on an annual basis.

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8 **TRADE MARKS**

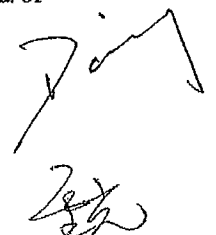
8.1 The Franchisee understands and hereby acknowledges that the Franchisor is the owner of the proprietary rights of the Trade Marks. At the request and expenses of the Franchisor, the Franchisee must give such reasonable assistance to the Franchisor in obtaining registrations and/or the protection of the Trade Marks and/or patents of the Franchisor in the Territory.

8.2 For the avoidance of doubt, the Franchisor hereby confirms and acknowledges the right of the Franchisee to use the Trade Marks without additional payment during the continuance of this Agreement.

8.3 The Franchisee hereby warrants that it shall not apply for the registration of the Trade Marks or similar marks in the Territory in the capacity of a proprietor.

8.4 The Franchisor agrees to protect and defend the Trade Marks. The Franchisee agrees to co-operate fully with the Franchisor, at the cost of the Franchisor, in the defence and protection of the Trade Marks. If the Franchisee is aware of and/or suspects any infringement of the rights of the Franchisor in connection with the Business in the Territory by other person(s) or parties, the Franchisee shall promptly notify the Franchisor of such infringement and to give such reasonable assistance to the Franchisor in the conduct of any legal action to protect the Franchisor's rights. The Franchisor shall bear all costs of such legal action and reimburse the Franchisee for any expenses and costs incurred by the Franchisee in connection therewith.

8.5 The Franchisor may from time to time obtain additional trade marks and/or

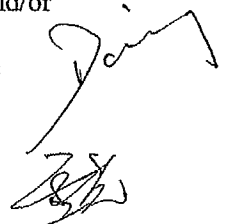
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rights in words and/or design associated with or related to the Trade Marks or the Business. In the event of any of these occurrences, the Franchisor may franchise the Franchisee to use such additional trade marks by giving written notification to the Franchisee that such additional trade marks now form part of the Trade Marks. The franchise of such additional trade marks shall be subject to the terms and conditions herein. In the event that the Franchisor shall obtain trade marks and/or rights in words and/or design unrelated to the Trade Marks or the Business, the parties shall discuss how they may co-operate to use and exploit such trade marks and/or rights in words and/or design.

9. **TERMINATION**

9.1 In the event of any dispute arising from this Agreement, such dispute will first be referred to the managing director or chairman of each party with a view to the matter being resolved in good faith as early as possible in the best interest of the Business operated by the Franchisee. If the respective managing directors or chairmen of the parties are unable to resolve such dispute within thirty (30) days or such other period of time as may be agreed between the parties after referral and such dispute relates to one of the following events, then the Franchisor shall be entitled to terminate this Agreement by serving written notice to the Franchisee specifying the breach and requiring the Franchisee to remedy or rectify the same within one month from the date of such notice. If the Franchisee fails to remedy or rectify the breach, then the Franchisor may terminate this Agreement by giving not less than one month's written notice to the Franchisee:

(a) the Franchisee fails to pay the Franchise Fee, the Technical Fee and/or

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

- the Cost of Supplies, if payable, in accordance with this Agreement;
- (b) the Franchisee fails to use the unique soup bases and seasonings designated by the Franchisor in the operation of the Business; or
 - (c) the Franchisee is subject to any winding-up order of the court.

9.2 On the termination of this Agreement, the Franchisee shall refrain from operating the Business and using the Trade Marks as soon as practicable.

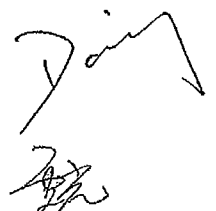
9.3 The accrued rights and the liabilities of the parties hereto shall not be affected upon the expiration or termination of this Agreement and shall be enforceable despite such expiration or termination.

10. **CROSS INDEMNITY AND WAIVER**

10.1 Each party hereby agrees and undertakes on demand to indemnify and keep indemnified the other before and after the termination of this Agreement against all damages, loss, claims, demands, expenses, costs and liabilities which the other party may have incurred owing to the breach, default and/or neglect of the defaulting party, its employees, servants or agents of any terms, conditions and obligations as provided in this Agreement.

10.2 No failure of either party to exercise any of its rights and/or powers or to take action against the other for any default, neglect or breach under this Agreement shall constitute a waiver of any kind of the non-defaulting party.

11. **NOTICE**

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- 11.1 Each notice, demand or other communication given, made or served under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or facsimile number as set out below (or such other address or facsimile number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Franchisor:

Address : 1-14-63, Kuwamizu, Kumamoto-shi,
Kumamoto-ken, Japan
Fax Number : 096-389-5410
Attention : Shigemitsu, Katsuaki

To the Franchisee:

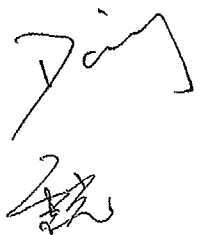
Address : 16th Floor, Honest Motors Building, 9-11 Leighton
Road, Causeway Bay, Hong Kong
Fax Number : 852-28550920
Attention : Ms Daisy Poon

- 11.2 Each notice, demand or other communication given, made or served under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on dispatch with printed confirmed transmission, if sent by facsimile transmission.

12. **ASSIGNMENT**

This Agreement shall be binding upon and enure to the benefit of each party's successors and permitted assigns, and none of the rights or obligations of the Franchisor under this Agreement may be assigned or transferred without the prior written consent of the Franchisee.

13. **ENTIRE AGREEMENT**

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13.1 The parties hereby acknowledge this Agreement constitutes the entire agreement between the parties with respect to the matters dealt with herein and replaces all previous oral or written agreement, arrangements, statements or understandings between them in relation to the matters hereof (including, without limitation, the franchise agreement dated 27 April 2004 and signed between Shigemitsu Industry Co. Ltd. and the Franchisee).

14 **JURISDICTIONS**

14.1 The interpretation and construction of the terms of this Agreement shall be subject to the laws of the Hong Kong Special Administrative Region of the PRC ("Hong Kong") and the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of Hong Kong.

15. **TAIWAN**

The parties agree to discuss in good faith as soon as possible after the signing of this Agreement their joint venture to develop the Business in Taiwan.

IN WITNESS the hands of the parties hereto the day and year first above written :

SIGNED for and on behalf of the Franchisor)
by Shigemitsu, Katsuaki
in the presence of :

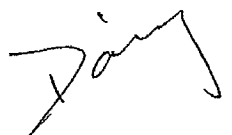
熊本市神水1丁目14番63号

重光産業株式会社

重光克昭

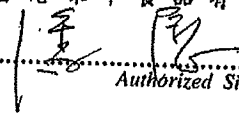



LEUNG SAI MING
Solicitor, Hong Kong SAR
Messrs. Pang, Kung & Co.



SIGNED for and on behalf of the Franchisee }
by Poon Wai, its director }
in the presence of :

For and on behalf of
HONG KONG AJISEN FOOD COMPANY LIMITED
香港味子食品有限公司


.....
Authorized Signature(s)

鄭偉




Annexure 1
Trade Marks



(English Translation)

CERTIFICATE OF TRADEMARK REGISTRATION
THE PEOPLE'S REPUBLIC OF CHINA

No. 1336467

TRADEMARK: 干味油 & Device

REGISTRANT: Shigemitsu Sangyo Co., Ltd.

ADDRESS: 14-63, 1-chome, Kurawamizu, Kumamoto-shi, Kumamoto-ken, Japan

DESIGNATED GOODS FOR WHICH THE TRADEMARK IS USED:

Edible fats

INTERNATIONAL CLASS: 29

DURATION OF VALIDITY: From Nov. 21, 1999 to Nov. 20, 2009

SIGNATURE OF DIRECTOR: Lin HOU

Seal of Trademark Office
of the State Administration for
Industry & Commerce of P. R. China

Dang

林

商标注册证

第 1336467 号

商 标



千
味
油

图：商標註冊用

注 册 人 龜元产业株式会社
SHYOMATSU SANGYO CO., LTD.

注册人地址 日本国熊本县熊本市神水町目14番63号
14-63, 1-CHOME, KUMAMIZU,
KUMAMOTO-SHI, KUMAMOTO-KEN, JAPAN

核定使用商品 第 29 类

★食用油脂★

注册有效期限 自公元 1999 年 11 月 21 日至 2009 年 11 月 20 日止



局长 签发

侯林

Dany

王

商标注册证

第 041863 号

商 标



注 册 人 武光产业株式会社
SHIGEMITSU SANGYO CO., LTD.

注册人地址 日本

核定服务项目 第 35 类

经营研究、咨询及其指导服务，市场调查；提供与商品销售相关的信息资料，广告宣传器材租赁。

注册有效期限 自公元 1996 年 5 月 21 日至 2006 年 5 月 21 日



局长 签发

白桦

Dany
董

商标注册证

第 841864 号

商 标

AJISEN

注册人 重光产业株式会社
SHIGEMITSU-SANGYO.CO.,LTD.

注册人地址 日本

核定服务项目 第 35 类

经营研究、决策及其指导服务、市场调查、提供与商品销售相关的信
息资料、广告宣传活动组织

注册有效期限 自公元 1995 年 5 月 27 日至 2005 年 5 月 27 日



局长签发

Handwritten signature in Chinese characters.

Handwritten signature 'Dany' and '重光' (Chongguang).

(English Translation)

CERTIFICATE OF TRADEMARK REGISTRATION
THE PEOPLE'S REPUBLIC OF CHINA

No. 1359049

TRADEMARK : Device

REGISTRANT : 童光産業株式会社

ADDRESS : 14-63, 1-chome, Kuwamizu, Kumamoto-shi, Kumamoto-ken, Japan

DESIGNATED GOODS FOR WHICH THE TRADEMARK IS USED:

Flavoring for cooking

INTERNATIONAL CLASS : 30

DURATION OF VALIDITY : From Jan. 28, 2000 to Jan. 27, 2010

SIGNATURE OF DIRECTOR : Lin HOU

Seal of Trademark Office
of the State Administration for
Industry & Commerce of P. R. China

Dany
沈

商标注册证

第 1359049 号

商 标



注 册 人 重光产业株式会社
SHIGEMITSU SANGYO CO., LTD.

注 册 人 地 址 日本国熊本县熊本市神永1丁目14番63号
14-63, 1-CHOME, KUMAMIZU,
KUMAMOTO-SHI, KUMAMOTO-KEN, JAPAN

核定使用商品 第 30 类

蒸腾用调味汁

注册有效期限 自公元 2000 年 1 月 28 日至 2010 年 1 月 27 日止



局长签发

侯林

Dany

侯林

THE PEOPLE'S REPUBLIC OF CHINA
CERTIFICATE OF TRADEMARK REGISTRATION

Registration No. 888187

Trademark : AJISEN

Registrant : SHIGEMITSU SANGYO CO., LTD.

Address of Registrant : Japan

Class : 30

Goods for which the trademark is used:

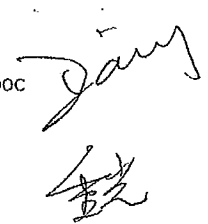
Noodles, pasta, farinaceous foods, pasta, peppers (seasonings),
ravigote, relish (condiment), cooking salt, seasonings, spaghetti,
spices, vermicelli (noodles), weeds (condiment), wheat flour, rice,
sandwiches, sushi.

Duration of validity:

From Jul. 07, 1996 to Jul. 06, 2008

Signature of Bai Dahua/Director

Seal of the Trademark Office of the State
Administration for Industry & Commerce of
the People's Republic of China.

Handwritten signature and seal in the bottom right corner of the page.

[English Translation]

**CERTIFICATE OF TRADEMARK REGISTRATION
THE PEOPLE'S REPUBLIC OF CHINA**

No. 1067522

TRADEMARK : 朱千 & Device

REGISTERED PROPRIETOR : 重光産業株式会社

ADDRESS : Japan

SERVICE ITEMS FOR WHICH THE SERVICE MARK IS USED:

Canteen services, cafe services, cafeteria services, restaurant services,
self-service restaurant services, snack bar services, bar services.

INTERNATIONAL CLASS : 42

DURATION OF VALIDITY : From Jul. 28, 1997 to Jul. 27, 2007

SIGNATURE OF DIRECTOR : BAI Dahua

Seal of the Trademark Office
of the State Administration for
Industry & Commerce
of the People's Republic of China

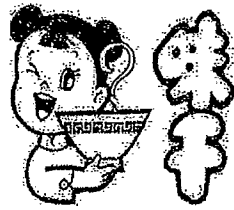
Dain

BH

商标注册证

第 1067522 号

商 标



注册人 正北产业株式会社
SHIGEMITSU SANGYO CO., LTD.

注册人地址 日本

核定服务项目 第 42 类

临时流动餐席, 咖啡馆, 自助餐厅, 餐馆, 自助餐厅, 快餐部, 酒吧

注册有效期限 自公元 1997 年 7 月 20 日至

局长签发



白桦

Ding
致

(English Translation)

CERTIFICATE OF TRADEMARK REGISTRATION
THE PEOPLE'S REPUBLIC OF CHINA

No. 1354055

TRADEMARK : Device

REGISTRANT : Shigemitsu Sangyo Co., Ltd.

ADDRESS : 14-63, 1-chôme, Kuwanizu, Kumamoto-shi, Kumamoto-Ken, Japan

DESIGNATED GOODS FOR WHICH THE TRADEMARK IS USED:

Soups, Vegetable soup preparations, Broth concentrates, Vegetable juices for cooking, Meat gravies for cooking

INTERNATIONAL CLASS : 29

DURATION OF VALIDITY : From Jan. 14, 2000 to Jan. 13, 2010

SIGNATURE OF DIRECTOR : LI HOU

Seal of Trademark Office
of the State Administration for
Industry & Commerce of P. R. China

Dang
林

商标注册证

第 1354065 号

商 标



注 册 人 三菱产实株式会社
SHIGEMITSU SANGYO CO., LTD.

注 册 入 地 址 日本国熊本县熊本市神水1丁目14番53号
14-53, 1-CHOME, KUMAMIZU,
KUMAMOTO-SHI, KUMAMOTO-KEN, JAPAN

核定使用商品 第 29 类

汤, 蔬菜汤料, 肉汤浓缩汁, 烹调用蔬菜汁, 烹调用肉汁

注册有效期限 自公元2000年1月4日至2010年1月4日



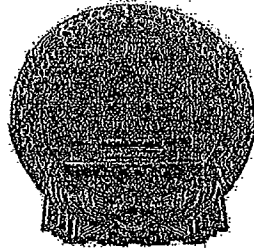
局长签发

侯林

Jay
侯林



第 3312098 号



商标注册证



AJISEN

核定服务项目(第 43 类)

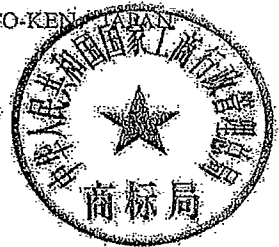
提供日式菜肴; 提供乌冬面和荞麦面; 提供鳗鱼饭(日本菜肴); 提供寿司(日本菜肴); 提供天麸罗(日本菜肴); 提供烤肉(日本菜肴); 提供中式菜肴; 提供其它东方国家的菜肴; 提供印度菜肴; 提供广东菜肴; 提供四川菜肴; 提供上海菜肴; 提供北京菜肴; 提供含酒精的饮料; 提供茶水; 提供咖啡; 提供可可饮料; 提供不含酒精的饮料; 提供水果饮料(商品截止)

注册人 重光产业株式会社
SHIGEMITSU INDUSTRY CO., LTD.

注册地址 日本国熊本县熊本市神水一丁目 14-63
1-14-63, KUWAMIZU, KUMAMOTO-SHI, KUMAMOTO-KEN, JAPAN

注册有效期限 自公元 2004 年 04 月 28 日至 2014 年 04 月 27 日止

局长签发



Form TM No. 116

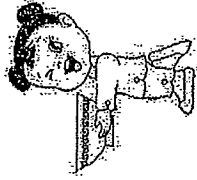
TRADE MARKS ORDINANCE.
(CHAPTER 43)

CERTIFICATE OF REGISTRATION

It is hereby certified that the Trade Mark a specimen of which is herewith annexed, has been registered in Part A of the Register in the name of SHIBEMITSU SHIMIZO KANSHIYKI KAISHA, a joint stock company organized and existing under the laws of Japan: 14-69, 1-CHOME, KURAMIZU, KURAMOTO-SHI, KURAMOTO-KEN, JAPAN.

in class 42, under No. 00017, OF 1998, as of the date of 20th November, 1996; in respect of certain services, cafe services, cafeteria services, restaurant services, self-service restaurant services, snack bar services, bar services; all included in Class 42.

Sealed at my direction this 2nd January, 1998



Stephen Selby
Registrar of Trade Marks

Trade Marks Registry,
Intellectual Property Department,
The Hong-Kong Special Administrative Region.

Registration of this Trade Mark shall give no right to the exclusive use of the device of a bowl associated with Trade Mark(s) 06734 OF 1996.

Note: 1. Registration is for a period of 7 years from the date of issue of this certificate. At the end of that period it may be renewed, separately or together with other marks of the same class, by filing a request for renewal in the prescribed form and fee. 2. This certificate is not for use in legal proceedings or for obtaining registration abroad. 3. Upon any change of ownership of this trade mark, or change in address, application should AT ONCE be made to the Registrar in respect of the change.

FORM TM-NO. 10.

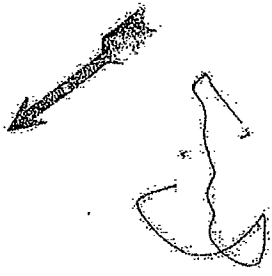
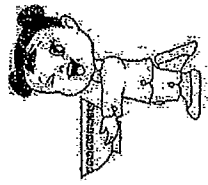
TRADE MARKS ORDINANCE
CERTIFICATE OF REGISTRATION

File No.: 14730 of 1996

It is hereby certified that the Trade Mark a specimen of which is hereunto annexed has been registered in Part I of the Register in the name of SHIGEMITSU SANGYO KABUSHIKI KAISHA, a joint stock company organized and existing under the laws of Japan, 1-4-63, 1-CHOME, KUMAKIZU, KUMAMOTO-SHI, KUMAMOTO-KEN, JAPAN.

in class 35 under No. 68680 of 1997, as of the date of 20th November, 1996, in respect of professional business consultancy, business managements, design services, management, consulting, advertising, dissemination of information, conducting and carrying out of research, retail of publications, materials, all included in class 35, and also in respect of professional business consultancy, business managements, design services, management, consulting, advertising, dissemination of information, conducting and carrying out of research, retail of publications, materials, all included in class 35.

Sealed at my direction this 28th September, 1997



Trade Marks Registry
Intellectual Property Department
Hong Kong
Special Administrative Region

Stephen Selby
Registrar of Trade Marks

Associated with Trade Marks (No(s)) 04823 OF 1996, 06734 OF 1996

Dain
欽

香港特別行政區政府知識產權署商標註冊處
Trade Marks Registry, Intellectual Property Department
The Government of the Hong Kong Special Administrative Region



In reply please quote this Ref.: 01668/1995

08-FEB-2002

Your Ref.: STR/2001/38637

Tel.: 2961 6877

Fax.: 2574 4345

MESSRS. WENPING & CO.
17/F., TUNG WAI COMMERCIAL BLDG.,
111 GLOUCESTER ROAD,
HONG KONG.



Dear Sirs,

Renewal of trade mark registration:

Trade Mark No. 06109 of 1996 of

SHIGEMITSU SANGYO KABUSHIKI KAISHA

With reference to your application on Form TM-No. 27 filed on 16.11.2001, I have to inform you that the registration of the above Trade Mark has been renewed for a further period of 14 years from 13.02.2002.

Yours faithfully,

EDMOND TANG

D. Registrar of Trade Marks

24th Floor, Wai Chung House, 213 Queen's Road East, Hong Kong.
香港皇后大道東二一三號胡志大樓二十四樓

香港特別行政區政府知識產權署商標註冊處
Trade Marks Registry, Intellectual Property Department
The Government of the Hong Kong Special Administrative Region



In reply please quote this ref.: 01369/1995

01-FEB-2002

Your Ref.: STR/2001/38636

Tel.: 2961 6877

Fax.: 2574 4845

MESSRS. WENPING & CO.
17/F., TUNG WAI COMMERCIAL BLDG.,
111 GLOUCESTER ROAD,
HONG KONG.



Register
which is
KAISHA,

services;
services;
Japanese

mark has

Dear Sirs,

Renewal of trade mark registration.

Trade Mark No. B10674 of 1996 of

SHIGEMITSU SANGYO KABUSHIKI KAISHA

With reference to your application on Form TM-No. 27 filed on 15.11.2001, I have to inform you that the registration of the above Trade Mark has been renewed for a further period of 14 years from 07.02.2002.

Yours faithfully,

EDMOND TANG

D. Registrar of Trade Marks

Marks;

a bowl;

E be made

24th Floor, Wo Chung House, 213 Queen's Road East, Hong Kong.
香港皇后大道東二一三號源成大廈二十四樓

R-125A