

The Chamber of Commerce, Industry and Agriculture de Tripoli and North-Lebanon

Memorandum of Agreement

First part : The Chamber of Commerce, Industry and Agriculture of Tripoli and North-Lebanon, represented by the President of its Board of Directors, Mr. Toufik DABBOUSSI, located at Boulevard Béchara El-Khoury Tripoli, designated hereafter in this agreement as « The Chamber».

Second part : The company Ethno Expo S.A.R.L, represented by Mr. Frank Beat Keller, located in Zurich, Switzerland, designated hereafter in this agreement as « The Company ».

The two aforementioned parts wish to work together.

The Chamber being an institution of general interest providing to the economic society specific services across a wide range, and playing a pioneering role in raising awareness and consolidating skills of the working society in all sectors, notably in renovating and modernizing areas of heritage interest in the country and encouraging tourism at internal, regional and international levels, while attracting foreign investment ;

The company Ethno Expo ltd. being a body specializing in restoration, development and the conservation of heritage and cultural sites, and the preservation of their function ; the aforementioned company having studied and prepared plans necessary for a high-quality restoration of the Khan el-Masriyyin and committing itself to complying with agreements which it will obtain from the municipality of Tripoli, from the General Directorate of Antiquities in Beirut, and from the Board of Trustees of the Islamic Foundations in Tripoli, in order that the project be a cooperation between local and national authorities, and the private sector represented by the company Ethno Expo S.A.R.L , in order to transform a part of the Khan el-Masriyyin into a « Boutique Hôtel » and use its ground floor once again as a caravanserai. This project meeting the needs of Lebanese tourists and travellers wishing to visit their native country, in addition to European tourists wishing to experience a typically local environment, and delegates of non-governmental organisations by offering accommodation in the city of Tripoli as opposed to other regions ;

The two parts agree the following :

Article 1 : the introduction et ses effects :

The foregoing introduction is an integral and complementary part of this agreement.

Article 2 : areas of cooperation and obligations of the two parts :

1. The first part hosts the project and is responsible for making meeting rooms available in order to facilitate communication between all parties involved in the project including owners and workers (in coordination with both parts).
2. The parts involved in the project make every effort to overcome obstacles encountered.
3. The first part oversees the signature of contracts between all the parties.
4. The second part leads the project and submits a timetable for its execution. It determines the plans necessary to obtain restoration permits, establishes the budget, decides the phases of the

restoration, and supervises work on site, the budget, and the expenditure, and the interested parties have the right to examine these accounts.

5. It is the responsibility of the second part to obtain the necessary agreement from the Directorate of Antiquities, Ministry of Culture, Beirut and to comply with the laws and regulations relating to the renovation of the national heritage of the Lebanon.
6. The second part (Mr. Keller) ensures a large part of the funding, notably by interested institutions in Switzerland and Europe (institutions for development aid) by private bodies and non-governmental organisations in addition to private investors and sponsors, and the second part seeks Lebanese investors.
7. For the use of the logo or name of the other part, each part must first request permission.
8. This agreement does not constitute a contract between the parts, which are only connected by the relationship which it describes.

Article 3 : length of agreement :

This agreement comes into force upon signature and for a period of two years, and is automatically renewed for the same period if neither part sends the other part a letter to the above address, with a minimum of one month's notice, informing the other part of its wish not to renew.

Article 4 : // does not exist in the original; note of the translator //

Article 5 : dispute resolution :

Any dispute or difference arising from the interpretation or execution of this agreement is resolved by negotiation in the common interest of both parts.

Article 6 : number of copies :

This agreement comprises three pages and is dated.....

Each part retains an original copy for future reference if necessary.

First part
Ethno Expo ltd.

Second part
The Chamber of Commerce, Industry and
Agriculture of Tripoli and North-Lebanon

Frank BEAT KELLER
(signature)
Owner and manager of
Ethno Expo ltd.

Toufik DABBOUSSI
(signature)
President