

## Appendix 1 – Significant Agreements

### 1) Annex to the Distribution Agreement with McLane Polska

On March 23rd 2006, an annex to the Distribution Agreement of April 2nd 2003 between American Restaurants Sp. z o.o. and McLane Polska Sp. z o.o. of Błonie was signed. The annex, effective from August 1st 2006, extends the term of the Distribution Agreement and changes the amounts of: the minimum guaranteed quantity of AmRest's purchases from the Distributor, the Distribution Fee (and frequency of its calculation) and the Distribution Fee for export sales (to External Franchisees). The minimum guaranteed quantity of AmRest Poland's, the Franchisees' and the External Franchisees' purchases from the Distributor was reduced with effect from August 1st 2006 to 1.0m cubic feet *p.a.* In consideration for the services provided under the Distribution Agreement the Distributor is entitled only to a fee computed as defined in an appendix to the Agreement (Distribution Fee), paid to the Distributor by American Restaurants Sp. z o.o., the Franchisees and the External Franchisees. By virtue of the annex, the Distribution Fee was reduced from August 1st 2006 and the Agreement term was extended by two years, i.e. until August 1st 2008. The parties agreed to discuss the option to extend the Agreement no later than thirteen months prior to its expiry. Unless by December 1st 2007 the parties agree in writing to extend its term, the Agreement will automatically expire on August 1st 2008. For a description of the Distribution Agreement see Section 9.2.1. of the Prospectus.

### 2) Annex to the Credit Facility Agreement with ABN AMRO

On October 30th 2006, Annex No. 2 to the Loan Agreement of April 4th 2005 between AmRest Holdings N.V., American Restaurants Sp. z o.o., American Restaurants s.r.o. and ABN AMRO Bank N.V. was signed. Pursuant to the Annex, the credit facility limit was reduced to PLN 96m, mainly by reducing the Tranche B limit to PLN 20m. Under the Annex, Tranche B is available until March 31st 2009. Concurrently, December 31st 2006 was set as the final repayment date for of the part of Tranche A available to American Restaurants Sp. z o.o., in the amount of PLN 3m, whereas the final repayment date of the part of Tranche A made available to American Restaurants s.r.o., amounting to CZK 518m, was postponed until March 31st 2013. The amounts drawn by American Restaurants s.r.o. will be repaid in equal quarterly instalments starting from March 31st 2008. The Credit Facility Agreement was described in Current Report No. 6/2005 of April 5th 2005.

### 3) Development Agreement with Burger King

On March 8th 2007, AmRest concluded a development agreement with Burger King Europe GmbH. The Parties to the Agreement are as follows: American Restaurants Sp. z o.o. of Wrocław, Poland ("Developer"), and Burger King Europe GmbH of Zug, Switzerland ("BKE"). Under the Agreement the Developer has a non-exclusive right to open and operate on a franchise basis Burger King restaurants in Poland ("Development Area"). The Developer has a right of first refusal in relation to any new Burger King restaurant in Poland proposed to be developed by BKE itself or through a third party, with the exception of certain institutional loca-

tions. AmRest Holdings N.V. (“Guarantor”) has guaranteed to BKE that the Developer will perform all its obligations under the Development Agreement. The Development Agreement was concluded for the period of 5 years from the Agreement date.

Development Agreement provides, among other things, that:

- a) During the 2 years after the first opening of a Burger King restaurant by Developer, BKE shall contribute an amount of 2.5% of the calendar monthly Gross Sales of all Burger King restaurants operated by Developer to the advertising and sales promotion fund mentioned in the Franchise Agreement. During the third year after the first opening of a Burger King restaurant by Developer, BKE shall contribute an amount of 2% of the calendar monthly Gross Sales of all Burger King Restaurants operated by Developer to the advertising and sales promotion fund.
- b) During the initial 5 years term the initial franchise fee payable by Developer shall be \$25,000 for each Burger King restaurant with a franchise agreement providing for a term of 10 years (plus a further renewal franchise fee of \$ 25,000 in case of a 10 years renewal of the franchise agreement at the Developer's option). The initial franchise fee shall be reduced by 50 % for the development of each Burger King restaurant which exceeds the number of Burger King restaurants to be developed and opened by Developer according to the development schedule.
- c) The Developer agrees to open and operate Burger King restaurants in strict accordance with the development schedule which includes the minimal numbers of openings in each development year as defined in the Development Agreement.
- d) The Developer obliges to comply with the development procedures and requirements as set forth in the Development Agreement. The development procedures includes, among other things, the franchise approval and the site approval.
- e) The Developer and the Guarantor shall at all times maintain in strict confidence BKE's operational manuals, marketing information and methods, and all information and knowledge relating to the methods of operating and the functional know-how relating to Burger King restaurants revealed by BKE to the Developer.
- f) Developer is responsible for all losses, damages and/or contractual liabilities to third parties arising out of or relating to any of the obligations, undertakings, promises and representations of Developer under this agreement, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom.

#### **4) Framework Conditions of Franchise Agreements with Burger King**

On March 9th 2007, AmRest published information concerning framework terms and conditions of the Franchise Agreements concluded with Burger King Europe GmbH each time a new Burger King restaurant is opened. The parties to the Agreement will be American Restaurants Sp. z o.o. of Wrocław (as the Franchisee) and Burger King Europe GmbH of Zug, Switzerland (as the Franchisor). Under the Agreement, the Franchisee is granted the licence for the use of Burger King's registered trademarks and the Burger King system for the purpose to operate Burger King restaurants. AmRest Holdings N.V. (the Guarantor) guarantees to

the Franchisor that the Franchisee will perform all its obligations under the Franchise Agreement. The licence is granted for 10 years from the date on which a given restaurant is launched. The Franchisee has the right to extend the Agreement for another 10 years upon the fulfilment of certain conditions. The Franchise Agreement provides, among other things, that:

- a) Franchisee must comply strictly with all Burger King requirements concerning building and premises, signs, equipment, menu, service, hygiene, uniforms, advertising and promotional materials, sources of supply etc.
- b) Franchisee must pay monthly continuing fees to the Franchisor equal to 5% of the Gross Sales of the Burger King restaurant operated by Franchisee.
- c) Franchisee must pay monthly continuing advertising and sales promotion fees equal to 5% of the Gross Sales of the Burger King restaurant operated by Franchisee.
- d) Employees of Franchisee must participate in initial and ongoing training programs as specified by the Franchisor.
- e) Franchisee, during the term of the agreement, shall not directly or indirectly engage in the operation of any restaurant, except as licensed by Franchisor, which utilizes or duplicates the Burger King business.
- f) Franchisee must comply with all of the other requirements and restrictions set out in the Franchise Agreement.

#### **5) Major Insurance Agreements Concluded in 2006 by the AmRest Group Companies:**

- a) American Restaurants Sp. z o.o.:
  - One-year insurance policy against liability for damages and product liability – concluded with T.U. Allianz Polska S.A.
  - One-year property insurance policy (covering property, electronic equipment and loss of earnings) – concluded with T.U. Allianz Polska S.A.
- b) American Restaurants s.r.o.:
  - One-year insurance policy against liability for damages and product liability – concluded with UNIQA Pojišťovna, A.S.
  - One-year property insurance policy (covering property and loss of earnings) – concluded with UNIQA Pojišťovna, A.S.
- c) American Restaurants, kft:
  - One-year insurance policy against liability for damages and product liability – concluded with UNIQA Biztosító Zrt.
  - One-year property insurance policy (covering property) – concluded with UNIQA Biztosító Zrt.