

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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AL MAYA TRADING ESTABLISHMENT, :
 :
Petitioner, :
 :
v. :
 :
GLOBAL EXPORT MARKETING CO., LTD., :
 :
Respondent. :
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Case No. 14-cv-0275-PAE-JLC

**DECLARATION OF ASHOK PURSWANI
IN SUPPORT OF THE PETITION FOR
AN ORDER DIRECTING ARBITRATION
AND APPOINTING AN ARBITRATOR,
OR, IN THE ALTERNATIVE, FOR
OTHER RELIEF**

Pursuant to 28 U.S.C. 1756, I, ASHOK PURSWANI, declare the following:

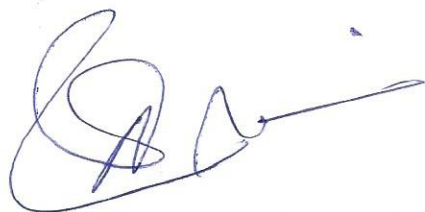
1. I am the in charge of the Food Wholesale Division of Al Maya Group. I have been involved in food business since 1980 when I came to Dubai from India. The statements in this declaration are based upon my personal knowledge. I would be competent to testify about them as a live witness if called.

2. I have worked at Al Maya Lals Group (a joint venture of Al Maya and Lals Group) since 1980. Since their separation in 2004, I have been working at Al Maya. I have been actively involved in business dealings with Global Export Marketing Co. ("Gemco") since the relationship between Al Maya and Gemco began in approximately 1988.

3. I have reviewed Al Maya's Petition for an Order Directing Arbitration and Appointing an Arbitrator, or, in the Alternative, For Other Relief, dated January 8, 2014. To the best of my knowledge as to Al Maya, and upon information and belief as to all other matters, the factual allegations contained in the Petition are true.

4. To the best of my knowledge, Al Maya has acted as Gemco's exclusive distributor for American Garden branded products in the United Arab Emirates since 1988, and certainly since the Agency Agreement between Al Maya and Gemco was entered into in June 1999. The parties have conducted themselves in accordance with this mutual understanding of their business and contractual arrangement during the entire 25 year period I have been involved in business dealings with Gemco.

5. To that end, I sent an e-mail to one of my contacts at Gemco, Mohamed Somji, dated September 5, 2006, in which I requested that Al Maya's name appear in advertisements for certain American Garden branded products "in our capacity as sole UAE distributors." Mr. Somji did not dispute this characterization in his responsive e-mail, nor would he have had any reason to do so, because it was accurate. A true and correct copy of my e-mail exchange with Mr. Somji dated September 5, 2006 is attached hereto as Exhibit A.



6. In accordance with the parties' mutual understanding that Al Maya was the "sole UAE distributors" for American Garden branded products, I registered objections with Gemco on a number of occasions when it came to Al Maya's attention that Gemco was selling American Garden products to distributors other than Al Maya in the UAE. When I brought this issue to Gemco's attention, it did not assert that Gemco was under no obligation to deal with Al Maya exclusively for resale in the UAE. Instead, Gemco represented that Al Maya was mistaken about the possibility that those other distributors could sell products in the UAE ("it is impossible for SPIRE TO SELL In Abu Dhabi market"), and it promised "resolve" the issue. A true and correct copy of my May 19, 2010 e-mail exchange with Gemco is attached hereto as Exhibit B. A true and correct copy of my June 21, 2010 e-mail exchange with Gemco is attached hereto as Exhibit C.

7. Since the Agency Agreement between Al Maya and Gemco was entered into in June 1999, Al Maya has diligently performed its contractual obligations toward Gemco. Al Maya has promoted American Garden products in the UAE; invested in infrastructure for the shipment and distribution of these products; hired a sales force devoted entirely to Gemco's products; and significantly developed the reputation of the American Garden brand in the region. Al Maya has also promoted other goods supplied by Gemco and its affiliates under other brand names.

8. In addition, Al Maya developed various products under the American Garden brand name, including Corn Flour, Corn Beef, Tuna, and Fruit Sugar. Gemco charged Al Maya a royalty for these products, which were initiated and developed by Al Maya, and later sold globally by Gemco, mostly using the same suppliers which I had sourced. Gemco thus enlarged their product line and increased their profitability on a regular basis due to Al Maya's efforts.

9. As a result of Al Maya's team efforts and significant investment for the promotion of American Garden brand in the UAE, sales of American Garden products supplied by Gemco and its affiliates (including Zams International) distributed by Al Maya have grown steadily over the entire period the parties have had a relationship, starting from approximately \$2 million, and reaching approximately \$27 million in 2012. Sales figures were expected to continue to increase, reaching projected sales of \$38 million in 2015. In addition, Al Maya serves as the U.A.E. distributor for other brands supplied by Gemco and its affiliates; Al Maya sales of those brands totaled \$9 million in 2012, and were projected to reach \$11 million in 2015.

10. In recognition of Al Maya's efforts and success, in 2008 Gemco awarded Al Maya for its "Continuous Outstanding Partnership of 2 Decades," naming Al Maya to its "Wall of Honor." A true and correct copy of a photograph of that award is attached hereto as Exhibit D.

11. Gemco subsequently awarded Al Maya its "Distributor of the Year" award in 2009. A true and correct copy of a photograph of that award is attached hereto as Exhibit E.

12. In August 2012, Gemco's Kevin Egan personally invited me and my wife to be Gemco's guests at its 25-year celebration in Tanzania. Mr. Egan explained that the invitation was "a very small token of our appreciation for your 25 years of building AG brand in the

UAE[.]” A true and correct copy of e-mails from Mr. Egan to me dated August 15 and Sept. 5, 2012 are attached as Exhibit F.

13. In 2013, Gemco awarded Al Maya again for the parties’ “remarkable partnership” of 25 years. A true and correct copy of a photograph of that award is attached hereto as Exhibit G.

14. A true and correct copy of a Gemco invoice dated December 26, 2002, bearing a certificate of origin stamp from the Jamaica Chamber of Commerce dated January 6, 2003, is attached hereto as Exhibit H.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 5th day of March, 2014
Dubai, United Arab Emirates



ASHOK PURSWANI