

**TAB "G"**

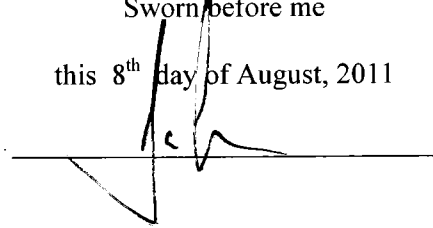
Attached is Exhibit "G"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8<sup>th</sup> day of August, 2011

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name of the Commissioner.

Commissioner for taking Affidavits, etc

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**LEASEHOLD MORTGAGEE AGREEMENT**

**BETWEEN**

**KIT INC.**  
**in its capacity as general partner for and on behalf of**  
**KIT LIMITED PARTNERSHIP LIMITED**

**- AND -**

**OBELYSK INC.**

**- AND -**

**COMPUTERSHARE TRUST COMPANY OF CANADA**  
**as collateral agent**

**MADE AS OF**  
**January 31, 2006**

**LEASEHOLD MORTGAGEE AGREEMENT**

THIS AGREEMENT made as of January 31, 2006.

**BETWEEN**

**KIT Inc. in its capacity as general partner for and on behalf of  
KIT Limited Partnership, a limited partnership, organized and  
existing under the laws of Manitoba (hereinafter referred to as the  
"Tenant")**

**OF THE FIRST PART,**

- and -

**Obelysk Inc., a corporation amalgamated under the laws of  
Province of Ontario (hereinafter referred to as the "Landlord")**

**OF THE SECOND PART,**

- and -

**Computershare Trust Company of Canada, acting as Collateral  
Agent under the Collateral Agency Agreement, together with its  
successors, assigns and replacements (hereinafter referred to as the  
"Leasehold Mortgagee")**

**OF THE THIRD PART.**

**WHEREAS** the Tenant leases certain lands and premises described in Schedule  
"A" hereto (collectively the "Premises") from the Landlord pursuant to various land and building  
master leases (the "Master Leases") that govern multiple properties;

**AND WHEREAS** the Master Leases are collectively referred to herein as the  
"Leases", and individually, as a "Lease";

**AND WHEREAS** the Tenant intends to mortgage and charge the Leases by way of  
security to and in favour of the Leasehold Mortgagee pursuant to collateral charges and deeds of  
hypothecs, as the case may be, granted in favour of the Leasehold Mortgagee (the "Charges"),  
copies of which shall be contemporaneously delivered to the Landlord;

performing such acts as may be reasonably required in connection with the preservation of the Charges and any other security granted to the Leasehold Mortgagee by the Tenant; and/or (ii) assigning Leases to a prospective assignee in accordance with the terms of this Agreement, provided in each case that the Leasehold Mortgagee may operate or cause to be operated any business in such Leased Premises permitted by the applicable Leases (such period, the "Occupation Period"), in which case the Enforcement Notice shall contain a statement by the Leasehold Mortgagee that it is entering into possession of such Leased Premises only for the Occupation Period. The Landlord hereby consents to the occupation of the Leased Premises by the Leasehold Mortgagee during the Occupation Period upon the terms and conditions provided in this Section 7. During the Occupation Period, the Leasehold Mortgagee shall perform and observe all of the covenants and obligations of the Tenant under the Leases relating to the Leased Premises being occupied, provided that in no event shall the Leasehold Mortgagee be required to cure any defaults of the Tenant in existence prior to the Occupation Period, whether monetary or otherwise. The Occupation Period shall expire within six (6) months of the Leasehold Mortgagee entering into possession of the Leased Premises. Upon the expiry of the Occupation Period the Leasehold Mortgagee shall have no right to occupy, possess or otherwise access the Leased Premises, or be otherwise entitled to any of the Tenant's rights and benefits in the Leases unless and until the Leasehold Mortgagee enters into an Assignment and Assumption Agreement in accordance with the provisions of Section 6 of this Agreement, including, without limitation, the Leasehold Mortgagee accepting to cure or cause to be cured, or undertaking to cure or causing to be cured, any monetary default of the Tenant specified in a Mortgagee Notice delivered to the Leasehold Mortgagee prior to the execution of such Assignment and Assumption Agreement.

8. The Leasehold Mortgagee shall deliver to the Landlord written notice of its intent to vacate Leased Premises, in the case where the Leasehold Mortgagee and/or its receiver has been in possession of Leased Premises (i) for less than three (3) months, ten (10) business days prior to vacating such Leased Premises; and (ii) for three (3) months or longer, thirty (30) days prior to vacating such Leased Premises and shall pay all rent (as defined in the Leases) and observe all other obligations of the Tenant under the Leases accruing from and after the date the Leasehold Mortgagee or its receiver first took possession of such Leased Premises or entered into an Assignment and Assumption Agreement, whichever is earlier, up to and including the date upon which the Leasehold Mortgagee or its receiver vacates such Leased Premises. The Leasehold Mortgagee shall indemnify the Landlord for any damage caused to any Leased Premises by the Leasehold Mortgagee, its receiver or receiver and manager, as the case may be. Upon vacating any of the Leased Premises, the Leasehold Mortgagee shall, and by doing so thereby does, release all of its rights title and interest in the Leases governing such Leased Premises and the Leased Premises and all of the contents thereon and therein, and subject to the Leasehold Mortgagee's indemnity contained in this Section 8 and so long as the Leasehold Mortgagee and its receiver have otherwise fully performed the obligations of the Leasehold Mortgagee pursuant to this Agreement, upon the Leasehold Mortgagee or its receiver vacating any of the Leased Premises the Landlord does hereby fully and finally release the Leasehold Mortgagee and its receiver from all obligations under the Leases governing such Leased Premises.

9. Except as specifically set forth in this Agreement, nothing contained in this Agreement will render the Leasehold Mortgagee liable to the Landlord under the Leases.

10. Nothing contained in this Agreement shall release, or be deemed to release, the Tenant from any one or more of its covenants or obligations under any of the Leases, unless the Landlord specifically consents in writing to such release.

11. Nothing contained in this Agreement or in any Assignment and Assumption Agreement shall: (i) restrict the ability of the Landlord to transfer, assign or convey the Leased Premises or the Leases or any interest of the Landlord therein; (ii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord against any personal and/or other property on or in the Leased Premises including without limitation any right of distraint that the Landlord has in respect of any such property; or (iii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord under the Leases or at law, including, without limitation, under section 38 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7. For greater certainty, the Landlord shall have no obligation on any transfer, assignment or conveyance contemplated in (i) above, to obtain any covenant by any purchaser, transferee or assignee of the Landlord's interest to be bound by the terms of this Agreement.

12. The Leasehold Mortgagee further agrees that in the event of a default under the Charges resulting in the Leasehold Mortgagee realizing on its security by way of any further assignment of the Leases or subletting of the Leased Premises, and in any case prior to its assigning the Leases or subletting the Leased Premises, the consent of the Landlord shall be required in accordance with the provisions of the Leases being assigned or sublet, which consent in accordance with the Leases shall not be unreasonably withheld.

13. In exercising any of the rights of the Leasehold Mortgagee hereunder, the Leasehold Mortgagee may appoint a receiver to do so and in such event the receiver shall be entitled to all of the rights and be subject to all of the obligations of the Leasehold Mortgagee hereunder.

14. The rights of the Leasehold Mortgagee under this Agreement shall cease and this Agreement shall terminate upon the amount secured by the Charges being paid in full and the registration of discharges of the Charges.

15. Any notice herein provided for or permitted shall be given by any of the parties hereto to the other shall be sufficiently given if delivered to the addresses set out below or if mailed in Canada registered and postage prepaid addressed to:

**KIT Inc. in its capacity as general partner  
for and on behalf of KIT Limited Partnership**

101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

Attention: Peter Walkey  
Facsimile No.: (416) 361- 6018

**Obelysk Inc.**

BCE Place  
Canada Trust Tower  
161 Bay Street, Suite 2300  
Toronto, Ontario  
M5J 2S1

Attention: John I. Bitove  
Facsimile No.: (416) 361-6018

**Computershare Trust Company of Canada**

100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2Y1

Attention: Manager, Corporate Trust  
Facsimile No.: (416) 981-9777

Any such notice given as aforesaid shall be conclusively deemed to have been given, if delivered, on the day on which such notice is delivered, or, if mailed, on the fifth day that there is postal delivery following the mailing of such notice. Any party may at any time give notice in writing to the others of any change of address of that party.

16. If there is any conflict or inconsistency between the provisions of the Charges or this Agreement, the provisions of this Agreement shall apply.

17. This Agreement benefits and binds the parties hereto and their respective successors and permitted assigns, as the case may be.

18. No amendment, modification or other alteration of this Agreement shall be effective unless and until each such amendment, modification or alteration shall have been agreed to in writing by the parties hereto.

19. The provisions of this Agreement shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. Time is of the essence of this Agreement.

*[Remainder of page left intentionally blank.]*


IN WITNESS WHEREOF the parties have executed this Agreement.

**KIT INC., in its capacity as general partner for  
and on behalf of  
KIT LIMITED PARTNERSHIP**

Per:   
Name:  
Title:

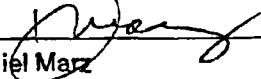
Per: \_\_\_\_\_  
Name:  
Title:


**OBELYSK INC.**

Per:   
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**COMPUTERSHARE TRUST COMPANY OF  
CANADA, as Collateral Agent**

Per:   
Name: Daniel Marz  
Title: Professional, Corporate Trust

Per:   
Name: Cheryl Davidson  
Title: Administrator, Corporate Trust



### SCHEDULE "A"

	<b>Store No.</b>	<b>Address</b>	<b>City</b>	<b>Prov</b>
1	1300	2000 Jane Street	Toronto	ON
2	1345	655 Davis Drive	Newmarket	ON
3	1404	690 Bank Street	Ottawa	ON
4	1508	55 Mill Street	Port Hope	ON
5	1512	178 Front Street	Trenton	ON



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**LEASEHOLD MORTGAGEE AGREEMENT**

**BETWEEN**

**KIT INC.**  
**in its capacity as general partner for and on behalf of**  
**KIT LIMITED PARTNERSHIP LIMITED**

**- AND -**

**SCOTT'S TRUSTEE CORP.**  
**in its capacity as trustee of**  
**SCOTT'S GP TRUST,**  
**in its capacity as general partner for and on behalf of**  
**SCOTT'S REAL ESTATE LIMITED PARTNERSHIP**

**- AND -**

**CRI REALTY (NO. 3) INC.**

**- AND -**

**COLONEL'S REALTY INC.**

**- AND -**

**COMPUTERSHARE TRUST COMPANY OF CANADA**  
**as collateral agent**

**MADE AS OF**  
January 31, 2006

**LEASEHOLD MORTGAGEE AGREEMENT**

THIS AGREEMENT made as of January 31, 2006.

**BETWEEN**

**KIT Inc. in its capacity as general partner for and on behalf of  
KIT Limited Partnership, a limited partnership, organized and  
existing under the laws of Manitoba (hereinafter referred to as the  
"Tenant")**

**OF THE FIRST PART,**

- and -

**Scott's Trustee Corp., in its capacity as trustee of Scott's GP  
Trust, in its capacity as general partner for and on behalf of  
Scott's Real Estate Limited Partnership, a limited partnership,  
organized and existing under the laws of Manitoba (hereinafter  
referred to as "Scott's")**

**OF THE SECOND PART,**

- and -

**CRI Realty (No. 3) Inc., a corporation existing under the laws of  
Province of Ontario (hereinafter referred to as "CRI No. 3")**

**OF THE THIRD PART,**

- and -

**Colonel's Realty Inc., a corporation existing under the laws of the  
Province of Ontario (hereinafter referred to as "CRI")**

**OF THE FOURTH PART,**

- and -

**Computershare Trust Company of Canada**, acting as Collateral Agent under the Collateral Agency Agreement, together with its successors, assigns and replacements (hereinafter referred to as the "Leasehold Mortgagee")

**OF THE FIFTH PART.**

**WHEREAS** the Tenant leases certain lands and premises described in Schedule "A" hereto (collectively the "**Non-Quebec Leased Premises**") from Scott's pursuant to various land and building master leases (collectively, the "**Non-Quebec Master Leases**") that govern multiple properties;

**AND WHEREAS** CRI No. 3 and CRI are the respective legal owners of certain lands and premises located in the province of Quebec as described in Schedule "A" hereto (the "**Quebec Leased Premises**") which they hold as mandatary for and on behalf of Scott's, which is the beneficial owner of the Quebec Leased Premises;

**AND WHEREAS** with the authority and direction of Scott's, CRI No. 3 and CRI lease to the Tenant the Quebec Leased Premises pursuant to certain land and building master leases (the "**Quebec Master Leases**");

**AND WHEREAS** Scott's, CRI No. 3 and CRI are collectively referred to herein as the "**Landlord**" and the Non-Quebec Leased Premises and the Quebec Leased Premises are collectively referred to herein as the "**Leased Premises**" and the Non-Quebec Master Leases and the Quebec Master Leases are collectively referred to herein as the "**Leases**", and individually, as a "**Lease**";

**AND WHEREAS** the Tenant intends to mortgage and charge the Leases by way of security to and in favour of the Leasehold Mortgagee pursuant to collateral charges and deeds of hypothecs, as the case may be, granted in favour of the Leasehold Mortgagee (the "**Charges**"), copies of which shall be contemporaneously delivered to the Landlord;

**AND WHEREAS** the parties have agreed to enter into this Agreement in order to provide for certain direct rights and obligations between the parties hereto;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The Landlord hereby consents to the Charges and agrees that the Charges may be extended, amended, renewed or replaced without the consent of the Landlord and the Tenant covenants and agrees to provide the Landlord with written notice in respect thereof.
2. The Landlord in granting its consent to the Charges does not hereby acknowledge or approve of any of the terms of the Charges as between the Tenant and the Leasehold Mortgagee except for the granting itself of the Charges and except as aforesaid, the Landlord shall not be bound by nor be deemed to have knowledge of any of the terms of the Charges. The Leasehold Mortgagee acknowledges that, subject to the terms hereof, the Charges are subject to and subordinate to all conditions and covenants of the Leases and to the rights of the Landlord thereunder.
3. As long as the Charges or any of them remain outstanding, the Landlord will, in respect of any Leased Premises subject to the Charges, provide notice to the Leasehold Mortgagee promptly upon the sale of any of the Leased Premises.
4. As long as the Charges or any of them remain outstanding, the Landlord agrees that if a default of the Tenant occurs under any of the Leases in respect of any Leased Premises which is subject to the Charges, which default has not been waived by the Landlord, prior to commencing the exercise of any remedy to which the Landlord is otherwise entitled against the Tenant, the Landlord shall give written notice of such default (the "Mortgagee Notice") to the Leasehold Mortgagee (with a copy to the Tenant) and the Leasehold Mortgagee shall be entitled to cure or cause to be cured such default as provided in Section 5 hereof.
5. The Landlord covenants and agrees that unless the Landlord has received an Enforcement Notice (as hereinafter defined) that has not been revoked:
  - (a) with respect to any monetary default specified in a Mortgagee Notice, the Leasehold Mortgagee shall, at its sole discretion, have the right (but not the obligation), during the ten (10) business day period immediately following the date the Leasehold Mortgagee receives the Mortgagee Notice, to cure or cause to be cured, to the satisfaction of the Landlord, acting reasonably, such monetary default; and
  - (b) with respect to any non-monetary default specified in a Mortgagee Notice, the Leasehold Mortgagee shall, at its sole discretion, have the right (but not the obligation) to cure or cause to be cured to the satisfaction of the Landlord, acting reasonably, such non-monetary default within the same number of days after receipt of the Mortgagee Notice as is allowed to the Tenant in respect of such non-monetary default under the terms of the applicable Lease or, in the event such default is capable of being cured by the Leasehold Mortgagee, but which cannot reasonably be cured within such period, then within such longer period as would reasonably be required to remedy such default proceeding diligently, provided and for so long as the Leasehold Mortgagee is proceeding diligently in respect thereof.

6. The Leasehold Mortgagee covenants that, prior to commencing to enforce the Charges against the Tenant in connection with any of the Leases, the Leasehold Mortgagee shall:

- (a) deliver to the Landlord written notice that the Leasehold Mortgagee intends to commence the enforcement of the Charges in connection with any or all of the Leases (the "Enforcement Notice"); and
- (b) enter into an assignment and assumption agreement in respect of such Leases (the "Assignment and Assumption Agreement") with the Landlord, to be executed no later than ten (10) business days after receipt of the Enforcement Notice;

subject to the Leasehold Mortgagee accepting to cure or cause to be cured, or undertaking to cure or causing to be cured, in respect of such Leases, any monetary default of the Tenant specified in a Mortgagee Notice delivered to the Leasehold Mortgagee prior to the execution of such Assignment and Assumption Agreement, provided that in no event shall the Leasehold Mortgagee be obliged to cure or cause to be cured any non-monetary default of the Tenant which is not capable of being cured by the Leasehold Mortgagee. The Assignment and Assumption Agreement shall provide that the Leasehold Mortgagee shall be liable to perform all of the Tenant's covenants and obligations (monetary and non-monetary) as set out in such Leases and be entitled to the Tenant's rights and benefits in the Leases throughout the term of the Assignment and Assumption Agreement. The assumption of any Lease by the Leasehold Mortgagee pursuant to any such Assignment and Assumption Agreement shall only apply for so long as the Leasehold Mortgagee or its receiver is in possession of the Leased Premises under such Lease and, in this regard, subject to the Leasehold Mortgagee's indemnity contained in Section 8 hereof and so long as the Leasehold Mortgagee and its receiver, if any, have otherwise fully performed the obligations of the Leasehold Mortgagee pursuant to this Agreement, the Leasehold Mortgagee and its receiver shall be fully and finally released from all obligations in respect of such Lease from and after the date the Leasehold Mortgagee and/or its receiver is no longer in possession of the Leased Premises under such Lease. The Landlord acknowledges that the Leasehold Mortgagee is mortgaging the Leases by way of sublease, and the Leasehold Mortgagee shall not be liable for any of the Tenant's covenants and obligations in the Leases nor be entitled to any of the Tenant's rights and benefits in the Leases unless and until the Landlord has received an Enforcement Notice that has not been revoked and until the Leasehold Mortgagee shall have entered into an Assignment and Assumption Agreement with the Landlord, provided that in no event shall the Leasehold Mortgagee be required to cure in respect of the Leases any non-monetary defaults of the Tenant arising or existing prior to the execution of the Assignment and Assumption Agreement.

7. Notwithstanding the provisions of Section 6 hereof, the Leasehold Mortgagee shall not be required to execute an Assignment and Assumption Agreement when it enters into possession of Leased Premises for the purpose only of (i) securing such Leased Premises and performing such acts as may be reasonably required in connection with the preservation of the Charges and any other security granted to the Leasehold Mortgagee by the Tenant; and/or (ii) assigning Leases to a prospective assignee in accordance with the terms of this Agreement, provided in each case that the Leasehold Mortgagee may operate or cause to be operated any business in such Leased Premises permitted by the applicable Leases (such period, the "Occupation Period"), in which case the Enforcement Notice shall contain a statement by the

Leasehold Mortgagee that it is entering into possession of such Leased Premises only for the Occupation Period. The Landlord hereby consents to the occupation of the Leased Premises by the Leasehold Mortgagee during the Occupation Period upon the terms and conditions provided in this Section 7. During the Occupation Period, the Leasehold Mortgagee shall perform and observe all of the covenants and obligations of the Tenant under the Leases relating to the Leased Premises being occupied, provided that in no event shall the Leasehold Mortgagee be required to cure any defaults of the Tenant in existence prior to the Occupation Period, whether monetary or otherwise. The Occupation Period shall expire within six (6) months of the Leasehold Mortgagee entering into possession of the Leased Premises. Upon the expiry of the Occupation Period the Leasehold Mortgagee shall have no right to occupy, possess or otherwise access the Leased Premises, or be otherwise entitled to any of the Tenant's rights and benefits in the Leases unless and until the Leasehold Mortgagee enters into an Assignment and Assumption Agreement in accordance with the provisions of Section 6 of this Agreement, including, without limitation, the Leasehold Mortgagee accepting to cure or cause to be cured, or undertaking to cure or causing to be cured, any monetary default of the Tenant specified in a Mortgagee Notice delivered to the Leasehold Mortgagee prior to the execution of such Assignment and Assumption Agreement.

8. The Leasehold Mortgagee shall deliver to the Landlord written notice of its intent to vacate Leased Premises, in the case where the Leasehold Mortgagee and/or its receiver has been in possession of Leased Premises (i) for less than three (3) months, ten (10) business days prior to vacating such Leased Premises; and (ii) for three (3) months or longer, thirty (30) days prior to vacating such Leased Premises and shall pay all rent (as defined in the Leases) and observe all other obligations of the Tenant under the Leases accruing from and after the date the Leasehold Mortgagee or its receiver first took possession of such Leased Premises or entered into an Assignment and Assumption Agreement, whichever is earlier, up to and including the date upon which the Leasehold Mortgagee or its receiver vacates such Leased Premises. The Leasehold Mortgagee shall indemnify the Landlord for any damage caused to any Leased Premises by the Leasehold Mortgagee, its receiver or receiver and manager, as the case may be. Upon vacating any of the Leased Premises, the Leasehold Mortgagee shall, and by doing so thereby does, release all of its rights title and interest in the Leases governing such Leased Premises and the Leased Premises and all of the contents thereon and therein, and subject to the Leasehold Mortgagee's indemnity contained in this Section 8 and so long as the Leasehold Mortgagee and its receiver have otherwise fully performed the obligations of the Leasehold Mortgagee pursuant to this Agreement, upon the Leasehold Mortgagee or its receiver vacating any of the Leased Premises the Landlord does hereby fully and finally release the Leasehold Mortgagee and its receiver from all obligations under the Leases governing such Leased Premises.

9. Except as specifically set forth in this Agreement, nothing contained in this Agreement will render the Leasehold Mortgagee liable to the Landlord under the Leases.

10. Nothing contained in this Agreement shall release, or be deemed to release, the Tenant from any one or more of its covenants or obligations under any of the Leases, unless the Landlord specifically consents in writing to such release.



11. Nothing contained in this Agreement or in any Assignment and Assumption Agreement shall: (i) restrict the ability of the Landlord to transfer, assign or convey the Leased Premises or the Leases or any interest of the Landlord therein; (ii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord against any personal and/or other property on or in the Leased Premises including without limitation any right of distraint that the Landlord has in respect of any such property; or (iii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord under the Leases or at law, including, without limitation, under section 38 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7. For greater certainty, the Landlord shall have no obligation on any transfer, assignment or conveyance contemplated in (i) above, to obtain any covenant by any purchaser, transferee or assignee of the Landlord's interest to be bound by the terms of this Agreement.

12. The Leasehold Mortgagee further agrees that in the event of a default under the Charges resulting in the Leasehold Mortgagee realizing on its security by way of any further assignment of the Leases or subletting of the Leased Premises, and in any case prior to its assigning the Leases or subletting the Leased Premises, the consent of the Landlord shall be required in accordance with the provisions of the Leases being assigned or sublet, which consent in accordance with the Leases shall not be unreasonably withheld.

13. In exercising any of the rights of the Leasehold Mortgagee hereunder, the Leasehold Mortgagee may appoint a receiver to do so and in such event the receiver shall be entitled to all of the rights and be subject to all of the obligations of the Leasehold Mortgagee hereunder.

14. The rights of the Leasehold Mortgagee under this Agreement shall cease and this Agreement shall terminate upon the amount secured by the Charges being paid in full and the registration of discharges of the Charges.

15. Any notice herein provided for or permitted shall be given by any of the parties hereto to the other shall be sufficiently given if delivered to the addresses set out below or if mailed in Canada registered and postage prepaid addressed to:

**KIT Inc. in its capacity as general partner  
for and on behalf of KIT Limited Partnership**

101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

Attention: Peter Walkey  
Facsimile No.: (416) 361-6018

**Scott's Trustee Corp., in its capacity as trustee of  
Scott's GP Trust, in its capacity as general partner  
for and on behalf of Scott's Real Estate Limited Partnership**

**AND**

**CRI Realty (No. 3) Inc.**

**AND**

**Colonel's Realty Inc.**

BCE Place  
Canada Trust Tower  
161 Bay Street  
Suite 2300  
Toronto, Ontario M5J 2S1

Attention: John I. Bitove  
Telephone: (416) 361-3006  
Facsimile No.: (416) 361-6018

**Computershare Trust Company of Canada**

100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2Y1

Attention: Manager, Corporate Trust  
Facsimile No.: (416) 981-9777

Any such notice given as aforesaid shall be conclusively deemed to have been given, if delivered, on the day on which such notice is delivered, or, if mailed, on the fifth day that there is postal delivery following the mailing of such notice. Any party may at any time give notice in writing to the others of any change of address of that party.

16. If there is any conflict or inconsistency between the provisions of the Charges or this Agreement, the provisions of this Agreement shall apply.

17. This Agreement benefits and binds the parties hereto and their respective successors and permitted assigns, as the case may be.

18. No amendment, modification or other alteration of this Agreement shall be effective unless and until each such amendment, modification or alteration shall have been agreed to in writing by the parties hereto.

19. The provisions of this Agreement shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

**KIT INC., in its capacity as general partner for  
and on behalf of**

**KIT LIMITED PARTNERSHIP**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

**SCOTT'S TRUSTEE CORP., in its capacity as  
trustee of SCOTT'S GP TRUST, in its capacity as  
general partner for and on behalf of SCOTT'S  
REAL ESTATE LIMITED PARTNERSHIP**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

**CRI REALTY (NO. 3) INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

**COLONEL'S REALTY INC.**

Per:

  
Name:

Title:

Per:

Name:

Title:

**COMPUTERSHARE TRUST COMPANY OF  
CANADA, as Collateral Agent**

Per:

  
Name:

Title: Daniel Marz  
Professional, Corporate Trust

Per:

  
Name:

Title: Cheryl Davidson  
Administrator, Corporate Trust

## SCHEDULE "A"

	Store No.	Address	City	Prov
1	1706	51 Kaska Road	Sherwood Park	AB
2	1749	1240 17 Avenue South West	Calgary	AB
3	1750	1320 Edmonton Trail North East	Calgary	AB
4	1751	905 37 Street South West	Calgary	AB
5	1752	5003 Centre Street North	Calgary	AB
6	1753	4315 17 Avenue South East	Calgary	AB
7	1755	5335 Falsbridge Drive North East	Calgary	AB
8	1756	15325 Bannister Road South East	Calgary	AB
9	1783	244 Edmonton Trail	Airdrie	AB
10	1784	5106 46 Street	Olds	AB
11	1786	435 2 Street	Brooks	AB
12	1787	5716-50 Avenue, Box 6134	Drayton Valley	AB
13	1806	4605 East Hastings Street	Burnaby	BC
14	1814	2190 Kingsway	Vancouver	BC
15	1824	795 East Broadway	Vancouver	BC
16	1861	3140 Douglas Street	Victoria	BC
17	1889	3620 Gellantly Road	Westbank	BC
18	1893	1584 Highway 99	Squamish	BC
19	1600	679 Henderson Highway	Winnipeg	MB
20	1604	1873 Portage Avenue	Winnipeg	MB
21	1606	1651 Regent Avenue	Winnipeg	MB
22	1607	750 Sherbrook Street	Winnipeg	MB
23	1608	1100 St. Mary's Road	Winnipeg	MB
24	1621	438 Princess Avenue	Brandon	MB

	Store No.	Address	City	Prov
25	4625	Roblin Blvd	Winkler	MB
26	1036	210 Bliss Street	Oromocto	NB
27	1037	283 Main Street	Nashwaaksis	NB
28	1038	439 East Prospect Street	Fredericton	NB
29	1040	138 Water Street	Campbellton	NB
30	1041	145 Pleasant Street	New Castle	NB
31	1042	435 St. Peter Avenue	Bathurst	NB
32	1044	180 Boulevard Hebert	Edmundston	NB
33	1054	413 Cloverdale Road	Riverview	NB
34	1055	945 Mountain Road	Moncton	NB
35	1000	6310 Quinpool Road	Halifax	NS
36	1003	3 Titus Street/Main Avenue	Halifax	NS
37	1004	247 Herring Cove	Halifax	NS
38	1006	960 Cole Harbour Road	Dartmouth	NS
39	1016	96 Warwick Street	Digby	NS
40	1017	279 Main Street	Liverpool	NS
41	1018	679 Sackville Drive	Lower Sackville	NS
42	1019	9034 Commercial Street	New Minas	NS
43	1021	467 King Street & O'Brien Street	Windsor	NS
44	1022	2897 Highway 1	Coldbrook	NS
45	1023	Reeves Street & Kennedy Street	Port Hawkesbury	NS
46	1024	731 Central Avenue	Greenwood	NS
47	1029	109 King Street	North Sydney	NS
48	1049	221 West River Road	Pictou	NS
49	1051	9 James Street	Antigonish	NS
50	1303	965 Dundas Street East	Mississauga	ON

	Store No.	Address	City	Prov
51	1305	3351 Lawrence Avenue East	Scarborough	ON
52	1307	190 Queen Street East	Brampton	ON
53	1309	563 Gerrard Street East	Toronto	ON
54	1310	3496 Sheppard Avenue East	Scarborough	ON
55	1311	2567 Eglinton Avenue East	Scarborough	ON
56	1312	3719 Lakeshore Blvd.	Toronto	ON
57	1315	829 St. Clair Avenue West	Toronto	ON
58	1318	2032 Kipling Avenue North	Etobicoke	ON
59	1323	3517 Dundas Street West	Toronto	ON
60	1324	15492 Yonge Street	Aurora	ON
61	1327	1221 Dundas Street West	Toronto	ON
62	1329	415 Mount Pleasant Road	Toronto	ON
63	1331	1338 Kennedy Road	Scarborough	ON
64	1333	464 Queen Street West	Toronto	ON
65	1334	636 Bloor Street West	Toronto	ON
66	1336	2500 Danforth Avenue	Toronto	ON
67	1337	1300 Weston Road	Toronto	ON
68	1338	2296 Eglinton Avenue West	Toronto	ON
69	1349	239 Scarlett Road	Toronto	ON
70	1351	1630 Queen Street East	Toronto	ON
71	1355	5863 Highway 7	Markham	ON
72	1372	973 Simcoe Street North	Oshawa	ON
73	1373	474 Simcoe Street South	Oshawa	ON
74	1374	574 King Street East	Oshawa	ON
75	1375	301 Dundas Street West	Whitby	ON
76	1400	2795 St. Joseph Blvd.	Orleans	ON

	Store No.	Address	City	Prov
77	1402	932 St. Laurent Blvd.	Ottawa	ON
78	1403	1096 Wellington Street	Ottawa	ON
79	1405	1677 Bank Street	Ottawa	ON
80	1406	2919 Bank Street, Highway 31	Ottawa	ON
81	1411	41 Dufferin Street	Perth	ON
82	1412	415 Pembroke Street East	Pembroke	ON
83	1414	145 Madawaska Blvd.	Arnprior	ON
84	1415	45 Munro Street	Carleton Place	ON
85	1418	1943 Baseline Road	Ottawa	ON
86	1419	917 Richmond Road	Ottawa	ON
87	1425	307 Cannon Street East	Hamilton	ON
88	1426	716 Main Street East	Hamilton	ON
89	1427	45 Parkdale Avenue North	Hamilton	ON
90	1428	1222 Barton Street East	Hamilton	ON
91	1429	631 King Street West	Hamilton	ON
92	1436	450 Whamcliffe Road	London	ON
93	1438	1683 Dundas Street	London	ON
94	1440	1291 Commissioners Road West	London	ON
95	1442	850 Wellington Road	London	ON
96	1446	3006 Dougall Road	Windsor	ON
97	1447	1797 Huron Church Road	Windsor	ON
98	1448	1916 Wyandotte Street East	Windsor	ON
99	1449	1485 Erie Street East	Windsor	ON
100	1451	7435 Tecumseh Road East	Windsor	ON
101	1506	786 Chemong Road	Peterborough	ON
102	1509	507 Division Street	Cobourg	ON



	Store No.	Address	City	Prov
103	1510	63 Lindsay Street	Lindsay	ON
104	1513	274 North Front Street	Belleville	ON
105	1514	464 Dundas Street	Belleville	ON
106	1515	90 Main Street	Picton	ON
107	1516	499 Dundas Street	Cambridge	ON
108	1519	16 King Street	Brantford	ON
109	1528	346 St. Clair Street	Chatham	ON
110	1529	1314 Dufferin Street	Wallaceburg	ON
111	1531	325 Talbot Street North	Essex	ON
112	1532	1300 Lasalle Boulevard	Sudbury	ON
113	1533	1341 Martindale Road	Sudbury	ON
114	1534	582 Kathleen St. W.	Sudbury	ON
115	1535	405 Cote Avenue	Chelmsford	ON
116	1541	161 Trunk Road	Sault Ste Marie	ON
117	1548	60 Hartzel Road	St. Catharines	ON
118	1552	3567 Portage Road	Niagara Falls	ON
119	1553	311 Main Street	Dunnville	ON
120	1554	322 Argyle Street South	Caledonia	ON
121	1557	827 McGill Street	Hawkesbury	ON
122	1559	28 Dumfries Street	Paris	ON
123	1100	5601 Boulevard Leger	Montreal	PQ
124	1101	351 Avenue Regina	Verdun	PQ
125	1102	8710 Rue Sherbrooke E.	Montreal	PQ
126	1103	1670 De la Concorde E.	Duvernay	PQ
127	1104	3199 Boul. Taschereau	Greenfield Park	PQ
128	1105	3000 BD St. Charles	Kirkland	PQ

	<b>Store No.</b>	<b>Address</b>	<b>City</b>	<b>Prov</b>
129	1106	2997 Chemin de Chambly	Longueuil	PQ
130	1108	1375 St. Jean Baptiste	Pointe Trembles	PQ
131	1109	990 Rue Montarville	Boucherville	PQ
132	1110	4310 Rue Papineau	Montreal	PQ
133	1111	140 Boulevard Ste. Foy	Longueuil	PQ
134	1112	6240 Rue Beaubien Est	Montreal	PQ
135	1114	1689 BD Des Laurentides	Vimont	PQ
136	1115	1110 Rue Provost	Lachine	PQ
137	1116	9205 Boulevard Lacordaire	Saint Leonard	PQ
138	1117	8575 Boulevard Pie IX	Montreal	PQ
139	1119	5272 Rue Sherbrooke O.	Montreal	PQ
140	1121	4980 BD Des Sources	Pierrefonds	PQ
141	1124	1595 Cote-Vertu	Saint Laurent	PQ
142	1127	6625 Av. Victoria	Montreal	PQ
143	1129	1551 Boulevard Shevchenko	Lasalle	PQ
144	1130	6445 Taschereau Blvd.	Brossard	PQ
145	1150	9460 Boulevard Henri-Bourassa	Charlesbourg	PQ
146	1152	3309 Chemin Ste. Foy	Ste. Foy	PQ
147	1153	3101 Boulevard Pere Lelievre	Duburger	PQ
148	1154	11025 Boul. L'Ormiere	Neufchatel	PQ
149	1156	615 4ieme Avenue	Saint-Romuald	PQ
150	1157	140 Route Pres. Kennedy	Levis	PQ
151	1158	315 Boulevard Saint-Ann	Beauport	PQ
152	1171	104 Boulevard Arthur-Sauve	St. Eustache	PQ
153	1174	680 BD Du Seminaire	St-Jean	PQ
154	1175	650 BD Taschereau	La Prairie	PQ

	Store No.	Address	City	Prov
155	1176	291 BD Des Laurentides	St-Jerome	PQ
156	1177	60 BD Cure Labelle	Ste. Therese	PQ
157	1178	335 Sir Wilfrid Laurier	Beloil	PQ
158	1179	590 Rue Principale	Ste. Agathe	PQ
159	1180	947 BD Des Seigneurs	Terrebonne	PQ
160	1181	91 BD Harwood	Dorion	PQ
161	1182	180 Rue Firset	Sorel-Tracy	PQ
162	1184	1465 Rue King Ouest	Sherbrooke	PQ
163	1185	703 Rue Principale	Granby	PQ
164	1186	50 Rue Merry Nord	Magog	PQ
165	1187	1533 Rue Sud	Cowansville	PQ
166	1188	379 Rue Child	Coaticook	PQ
167	1191	314 Ch. Larocque	Valleyfield	PQ
168	1192	129 BD Danjou	Chateauguay	PQ
169	1193	2975 BD Laframboise	St-Hyacinthe	PQ
170	1196	969 Rue Du Phare O.	Matane	PQ
171	1198	602 Av. Laure	Sept.-Illes	PQ
172	1200	3814 BD Harvey	Jonquiere	PQ
173	1201	466 Ste. Genevieve	Chicoutimi	PQ
174	1202	50 Rue Collard O.	Alma	PQ
175	1203	2020 Boulevard Mellon	Jonquiere	PQ
176	1204	936 BD Ducharme	La Tuque	PQ
177	1205	230 8E Avenue	Dolbeau	PQ
178	1206	991 BD Marcotte	Roberval	PQ
179	1208	347 Boulevard Saint-Joseph	Hull	PQ
180	1209	258 Rue Notre-Dame	Gatineau Mills	PQ

	<b>Store No.</b>	<b>Address</b>	<b>City</b>	<b>Prov</b>
181	1210	164 BD Greber	Pointe Gatineau	PQ
182	1211	125 Rue Bethany	Lachute	PQ
183	1212	650 BD Paquette	Mont Laurier	PQ
184	1213	620 Rue Notre-Dame O.	Victoriaville	PQ
185	1214	1605 Boulevard St. Joseph	Drummondville	PQ
186	1215	1080 Boulevard Des Recollets	Trois-Rivieres	PQ
187	1217	1483 Rue St. Marc	Shawinigan	PQ
188	1218	31 Boulevard Smith Sud	Thetford Mines	PQ
189	1219	1550 1E Avenue O.	St. Geo. Beauce	PQ



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**LEASEHOLD MORTGAGEE AGREEMENT**

**BETWEEN**

**KIT INC.**

**in its capacity as general partner for and on behalf of  
KIT LIMITED PARTNERSHIP LIMITED**

**- AND -**

**YUM! BRANDS CANADA MANAGEMENT HOLDING, INC.  
in its capacity as general partner for and on behalf of  
YUM! BRANDS CANADA MANAGEMENT LP**

**- AND -**

**YUM! REALTY HOLDINGS INC.**

**- AND -**

**COMPUTERSHARE TRUST COMPANY OF CANADA  
as collateral agent**

**MADE AS OF**

**January 31, 2006**

**LEASEHOLD MORTGAGEE AGREEMENT**

**THIS AGREEMENT** made as of January 31, 2006.

**BETWEEN**

**KIT Inc. in its capacity as general partner for and on behalf of  
KIT Limited Partnership, a limited partnership, organized and  
existing under the laws of Manitoba (hereinafter referred to as the  
"Tenant")**

**OF THE FIRST PART,**

- and -

**Yum! Brands Canada Management Holding, Inc., in its capacity  
as general partner for and on behalf of Yum! Brands Canada  
Management LP, a limited partnership, organized and existing  
under the laws of Ontario (hereinafter referred to as "Yum!")**

**OF THE SECOND PART,**

- and -

**Yum! Realty Holdings Inc., a corporation existing under the laws  
of Province of Ontario (hereinafter referred to as "Yum! Realty")**

**OF THE THIRD PART,**

- and -

**Computershare Trust Company of Canada, acting as Collateral  
Agent under the Collateral Agency Agreement, together with its  
successors, assigns and replacements (hereinafter referred to as the  
"Leasehold Mortgagee")**

**OF THE FOURTH PART.**

**WHEREAS** the Tenant leases certain lands and premises described in Schedule "A" hereto (collectively the "**Non-Quebec Leased Premises**") from Yum! pursuant to a land and building master lease (the "**Non-Quebec Master Lease**") that governs multiple properties;

**AND WHEREAS** Yum! Realty is the legal owner of certain lands and premises located in the province of Quebec as described in Schedule "A" hereto (the "**Quebec Leased Premises**") which it holds as mandatary for and on behalf of Yum!, which is the beneficial owner of the Quebec Leased Premises;

**AND WHEREAS** with the authority and direction of Yum!, Yum! Realty leases to the Tenant the Quebec Leased Premises pursuant to a land and building master lease (the "**Quebec Master Lease**");

**AND WHEREAS** Yum! and Yum! Realty are together referred to herein as the "**Landlord**" and the Non-Quebec Leased Premises and the Quebec Leased Premises are collectively referred to herein as the "**Leased Premises**" and the Non-Quebec Master Lease and the Quebec Master Lease are together referred to herein as the "**Leases**", and individually, as a "**Lease**";

**AND WHEREAS** the Tenant intends to mortgage and charge the Leases by way of security to and in favour of the Leasehold Mortgagee pursuant to collateral charges and deeds of hypothecs, as the case may be, granted in favour of the Leasehold Mortgagee (the "**Charges**"), copies of which shall be contemporaneously delivered to the Landlord;

**AND WHEREAS** the parties have agreed to enter into this Agreement in order to provide for certain direct rights and obligations between the parties hereto;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The Landlord hereby consents to the Charges and agrees that the Charges may be extended, amended, renewed or replaced without the consent of the Landlord and the Tenant covenants and agrees to provide the Landlord with written notice in respect thereof.
2. The Landlord in granting its consent to the Charges does not hereby acknowledge or approve of any of the terms of the Charges as between the Tenant and the Leasehold Mortgagee except for the granting itself of the Charges and except as aforesaid, the Landlord shall not be bound by nor be deemed to have knowledge of any of the terms of the Charges. The Leasehold Mortgagee acknowledges that, subject to the terms hereof, the Charges are subject to and subordinate to all conditions and covenants of the Leases and to the rights of the Landlord thereunder.
3. As long as the Charges or any of them remain outstanding, the Landlord will, in respect of any Leased Premises subject to the Charges, provide notice to the Leasehold Mortgagee promptly upon the sale of any of the Leased Premises.



4. As long as the Charges or any of them remain outstanding, the Landlord agrees that if a default of the Tenant occurs under any of the Leases in respect of any Leased Premises which is subject to the Charges, which default has not been waived by the Landlord, prior to commencing the exercise of any remedy to which the Landlord is otherwise entitled against the Tenant, the Landlord shall give written notice of such default (the "Mortgagee Notice") to the Leasehold Mortgagee (with a copy to the Tenant) and the Leasehold Mortgagee shall be entitled to cure or cause to be cured such default as provided in Section 5 hereof.

5. The Landlord covenants and agrees that unless the Landlord has received an Enforcement Notice (as hereinafter defined) that has not been revoked:

- (a) with respect to any monetary default specified in a Mortgagee Notice, the Leasehold Mortgagee shall, at its sole discretion, have the right (but not the obligation), during the ten (10) business day period immediately following the date the Leasehold Mortgagee receives the Mortgagee Notice, to cure or cause to be cured, to the satisfaction of the Landlord, acting reasonably, such monetary default; and
- (b) with respect to any non-monetary default specified in a Mortgagee Notice, the Leasehold Mortgagee shall, at its sole discretion, have the right (but not the obligation) to cure or cause to be cured to the satisfaction of the Landlord, acting reasonably, such non-monetary default within the same number of days after receipt of the Mortgagee Notice as is allowed to the Tenant in respect of such non-monetary default under the terms of the applicable Lease or, in the event such default is capable of being cured by the Leasehold Mortgagee, but which cannot reasonably be cured within such period, then within such longer period as would reasonably be required to remedy such default proceeding diligently, provided and for so long as the Leasehold Mortgagee is proceeding diligently in respect thereof.

6. The Leasehold Mortgagee covenants that, prior to commencing to enforce the Charges against the Tenant in connection with any of the Leases, the Leasehold Mortgagee shall:

- (a) deliver to the Landlord written notice that the Leasehold Mortgagee intends to commence the enforcement of the Charges in connection with any or all of the Leases (the "Enforcement Notice"); and
- (b) enter into an assignment and assumption agreement in respect of such Leases (the "Assignment and Assumption Agreement") with the Landlord, to be executed no later than ten (10) business days after receipt of the Enforcement Notice;

subject to the Leasehold Mortgagee accepting to cure or cause to be cured, or undertaking to cure or causing to be cured, in respect of such Leases, any monetary default of the Tenant specified in a Mortgagee Notice delivered to the Leasehold Mortgagee prior to the execution of such Assignment and Assumption Agreement, provided that in no event shall the Leasehold Mortgagee be obliged to cure or cause to be cured any non-monetary default of the Tenant which is not capable of being cured by the Leasehold Mortgagee. The Assignment and Assumption

Agreement shall provide that the Leasehold Mortgagee shall be liable to perform all of the Tenant's covenants and obligations (monetary and non-monetary) as set out in such Leases and be entitled to the Tenant's rights and benefits in the Leases throughout the term of the Assignment and Assumption Agreement. The assumption of any Lease by the Leasehold Mortgagee pursuant to any such Assignment and Assumption Agreement shall only apply for so long as the Leasehold Mortgagee or its receiver is in possession of the Leased Premises under such Lease and, in this regard, subject to the Leasehold Mortgagee's indemnity contained in Section 8 hereof and so long as the Leasehold Mortgagee and its receiver, if any, have otherwise fully performed the obligations of the Leasehold Mortgagee pursuant to this Agreement, the Leasehold Mortgagee and its receiver shall be fully and finally released from all obligations in respect of such Lease from and after the date the Leasehold Mortgagee and/or its receiver is no longer in possession of the Leased Premises under such Lease. The Landlord acknowledges that the Leasehold Mortgagee is mortgaging the Leases by way of sublease, and the Leasehold Mortgagee shall not be liable for any of the Tenant's covenants and obligations in the Leases nor be entitled to any of the Tenant's rights and benefits in the Leases unless and until the Landlord has received an Enforcement Notice that has not been revoked and until the Leasehold Mortgagee shall have entered into an Assignment and Assumption Agreement with the Landlord, provided that in no event shall the Leasehold Mortgagee be required to cure in respect of the Leases any non-monetary defaults of the Tenant arising or existing prior to the execution of the Assignment and Assumption Agreement.

7. Notwithstanding the provisions of Section 6 hereof, the Leasehold Mortgagee shall not be required to execute an Assignment and Assumption Agreement when it enters into possession of Leased Premises for the purpose only of (i) securing such Leased Premises and performing such acts as may be reasonably required in connection with the preservation of the Charges and any other security granted to the Leasehold Mortgagee by the Tenant; and/or (ii) assigning Leases to a prospective assignee in accordance with the terms of this Agreement, provided in each case that the Leasehold Mortgagee may operate or cause to be operated any business in such Leased Premises permitted by the applicable Leases (such period, the "Occupation Period"), in which case the Enforcement Notice shall contain a statement by the Leasehold Mortgagee that it is entering into possession of such Leased Premises only for the Occupation Period. The Landlord hereby consents to the occupation of the Leased Premises by the Leasehold Mortgagee during the Occupation Period upon the terms and conditions provided in this Section 7. During the Occupation Period, the Leasehold Mortgagee shall perform and observe all of the covenants and obligations of the Tenant under the Leases relating to the Leased Premises being occupied, provided that in no event shall the Leasehold Mortgagee be required to cure any defaults of the Tenant in existence prior to the Occupation Period, whether monetary or otherwise. The Occupation Period shall expire within six (6) months of the Leasehold Mortgagee entering into possession of the Leased Premises. Upon the expiry of the Occupation Period the Leasehold Mortgagee shall have no right to occupy, possess or otherwise access the Leased Premises, or be otherwise entitled to any of the Tenant's rights and benefits in the Leases unless and until the Leasehold Mortgagee enters into an Assignment and Assumption Agreement in accordance with the provisions of Section 6 of this Agreement, including, without limitation, the Leasehold Mortgagee accepting to cure or cause to be cured, or undertaking to cure or causing to be cured, any monetary default of the Tenant specified in a Mortgagee Notice delivered to the Leasehold Mortgagee prior to the execution of such Assignment and Assumption Agreement.

8. The Leasehold Mortgagee shall deliver to the Landlord written notice of its intent to vacate Leased Premises, in the case where the Leasehold Mortgagee and/or its receiver has been in possession of Leased Premises (i) for less than three (3) months, ten (10) business days prior to vacating such Leased Premises; and (ii) for three (3) months or longer, thirty (30) days prior to vacating such Leased Premises and shall pay all rent (as defined in the Leases) and observe all other obligations of the Tenant under the Leases accruing from and after the date the Leasehold Mortgagee or its receiver first took possession of such Leased Premises or entered into an Assignment and Assumption Agreement, whichever is earlier, up to and including the date upon which the Leasehold Mortgagee or its receiver vacates such Leased Premises. The Leasehold Mortgagee shall indemnify the Landlord for any damage caused to any Leased Premises by the Leasehold Mortgagee, its receiver or receiver and manager, as the case may be. Upon vacating any of the Leased Premises, the Leasehold Mortgagee shall, and by doing so thereby does, release all of its rights title and interest in the Leases governing such Leased Premises and the Leased Premises and all of the contents thereon and therein, and subject to the Leasehold Mortgagee's indemnity contained in this Section 8 and so long as the Leasehold Mortgagee and its receiver have otherwise fully performed the obligations of the Leasehold Mortgagee pursuant to this Agreement, upon the Leasehold Mortgagee or its receiver vacating any of the Leased Premises the Landlord does hereby fully and finally release the Leasehold Mortgagee and its receiver from all obligations under the Leases governing such Leased Premises.

9. Except as specifically set forth in this Agreement, nothing contained in this Agreement will render the Leasehold Mortgagee liable to the Landlord under the Leases.

10. Nothing contained in this Agreement shall release, or be deemed to release, the Tenant from any one or more of its covenants or obligations under any of the Leases, unless the Landlord specifically consents in writing to such release.

11. Nothing contained in this Agreement or in any Assignment and Assumption Agreement shall: (i) restrict the ability of the Landlord to transfer, assign or convey the Leased Premises or the Leases or any interest of the Landlord therein; (ii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord against any personal and/or other property on or in the Leased Premises including without limitation any right of distraint that the Landlord has in respect of any such property; or (iii) be deemed or otherwise construed to be a waiver of, or subordination of, any rights of the Landlord under the Leases or at law, including, without limitation, under section 38 of the *Commercial Tenancies Act*, R.S.O. 1990, c. L.7. For greater certainty, the Landlord shall have no obligation on any transfer, assignment or conveyance contemplated in (i) above, to obtain any covenant by any purchaser, transferee or assignee of the Landlord's interest to be bound by the terms of this Agreement.

12. The Leasehold Mortgagee further agrees that in the event of a default under the Charges resulting in the Leasehold Mortgagee realizing on its security by way of any further assignment of the Leases or subletting of the Leased Premises, and in any case prior to its assigning the Leases or subletting the Leased Premises, the consent of the Landlord shall be required in accordance with the provisions of the Leases being assigned or sublet, which consent in accordance with the Leases shall not be unreasonably withheld.

13. In exercising any of the rights of the Leasehold Mortgagee hereunder, the Leasehold Mortgagee may appoint a receiver to do so and in such event the receiver shall be entitled to all of the rights and be subject to all of the obligations of the Leasehold Mortgagee hereunder.

14. The rights of the Leasehold Mortgagee under this Agreement shall cease and this Agreement shall terminate upon the amount secured by the Charges being paid in full and the registration of discharges of the Charges.

15. Any notice herein provided for or permitted shall be given by any of the parties hereto to the other shall be sufficiently given if delivered to the addresses set out below or if mailed in Canada registered and postage prepaid addressed to:

**KIT Inc. in its capacity as general partner  
for and on behalf of KIT Limited Partnership**

101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

Attention: Peter Walkey  
Facsimile No.: (416) 361- 6018

**Yum! Brands Canada Management Holding, Inc., in its capacity as general  
partner for and on behalf of Yum! Brands Canada Management LP**

**AND**

**Yum! Realty Holdings Inc.**

101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

Attention: President  
Facsimile No.: (416) 674-5755

**Computershare Trust Company of Canada**

100 University Avenue, 8<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2Y1

Attention: Manager, Corporate Trust  
Facsimile No.: (416) 981-9777

Any such notice given as aforesaid shall be conclusively deemed to have been given, if delivered, on the day on which such notice is delivered, or, if mailed, on the fifth day that there is postal delivery following the mailing of such notice. Any party may at any time give notice in writing to the others of any change of address of that party.

16. If there is any conflict or inconsistency between the provisions of the Charges or this Agreement, the provisions of this Agreement shall apply.

17. This Agreement benefits and binds the parties hereto and their respective successors and permitted assigns, as the case may be.

18. No amendment, modification or other alteration of this Agreement shall be effective unless and until each such amendment, modification or alteration shall have been agreed to in writing by the parties hereto.

19. The provisions of this Agreement shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

20. Time is of the essence of this Agreement.

*[Remainder of page left intentionally blank.]*

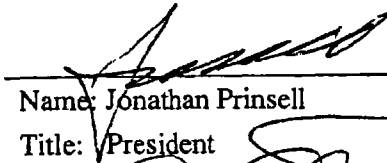
IN WITNESS WHEREOF the parties have executed this Agreement.

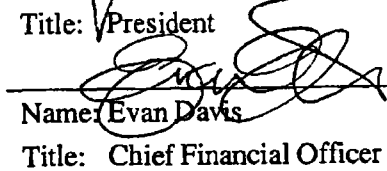
**KIT INC., in its capacity as general partner for  
and on behalf of  
KIT LIMITED PARTNERSHIP**

Per:   
Name:  
Title:

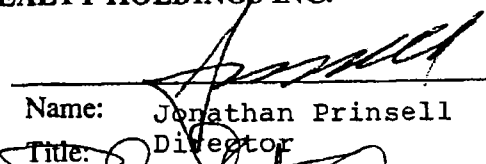
Per: \_\_\_\_\_  
Name:  
Title:

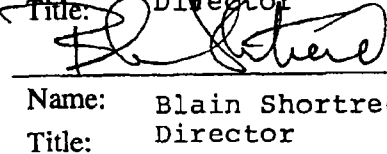
**YUM! BRANDS CANADA MANAGEMENT  
HOLDING, INC., in its capacity as general  
partner for and on behalf of YUM! BRANDS  
CANADA MANAGEMENT LP**

Per:   
Name: Jonathan Prinsell  
Title: President

Per:   
Name: Evan Davis  
Title: Chief Financial Officer

**YUM! REALTY HOLDINGS INC.**

Per:   
Name: Jonathan Prinsell  
Title: Director

Per:   
Name: Blain Shortreed  
Title: Director

**COMPUTERSHARE TRUST COMPANY OF  
CANADA, Collateral Agent**

Per:

  
Name:

Daniel Marz

Title: Professional, Corporate Trust

Per:

  
Name:

Cheryl Davidson

Title: Administrator, Corporate Trust

### SCHEDULE "A"

Store No.	Address	City	Prov
1	1001 75 Tacoma Drive	Dartmouth	NS
2	1002 179 Wyse Rd./Jamieson	Dartmouth	NS
3	1015 536 Main Street	Yarmouth	NS
4	1030 3260 Plummer Ave.	New Waterford	NS
5	1048 131 South Albion St.	Amherst	NS
6	1401 1687 Montreal Road	Ottawa	ON
7	1410 21 Main Street East	Smiths Falls	ON
8	1413 70 Raglan Street North	Renfrew	ON
9	1450 4320 Tecumseh Road East	Windsor	ON
10	1522 80 Talbot Street West	Aylmer	ON
11	1525 134 Talbot Street West	Leamington	ON
12	1526 196 Talbot Street	Blenheim	ON
13	1536 1656 Main Street West	Val Caron	ON
14	1782 4702-58 Street, Box 933	Stettler	AB
15	1785 220 Ridge Road	Strathmore	AB
16	1118 1700 Rue Jarry East	Montreal	PQ
17	1120 3090 Rue Hochelaga	Montreal	PQ
18	1123 3486 Blvd. Dagenais O.	Fabreville	PQ
19	1172 1117 Blvd. Manseau	Joliette	PQ
20	1183 665 Rue Conseil	Sherbrooke	PQ
21	1195 88 Rue Rouleau	Rimouski	PQ
22	1197 685 Blvd. LaFleche	Baie Comeau	PQ
23	1199 774 Blvd. Talbot	Chicoutimi	PQ
24	1216 14 Rue Fusey	Cap Madeleine	PQ



**TAB “H”**

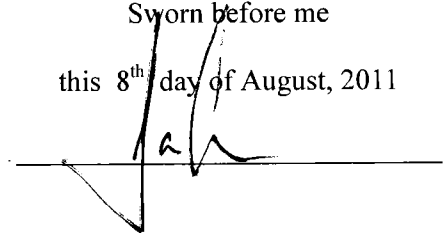
Attached is Exhibit "H"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8<sup>th</sup> day of August, 2011

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the name of the Commissioner for taking Affidavits, etc.

Commissioner for taking Affidavits, etc



Scott's Real Estate Investment Trust  
Suite 2380, P.O. Box 222 t 416 361 9665  
TD Canada Trust Tower, BCE Place f 416 361 6038  
161 Bay Street, Toronto ON M5J 2S1 www.scottsreit.com

**VIA EMAIL AND COURIER**

February 14, 2011

Priszm Limited Partnership, by its general partner Priszm Inc.  
101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

**Attention: Deborah Papernick, CFO**

Dear Deborah:

**Re: Proposed Assignment by Priszm of certain Leases – Notice provided to the Landlord,  
Scott's Real Estate Limited Partnership**

In reference to your letter to us dated January 31, 2011 regarding the assignment of certain Priszm Limited Partnership ("Priszm") leases (the "Leases"), a list of properties which are subject to such request are attached hereto, Section 21.04 in each of the Leases allows for the tenant to assign the Leases to certain entities, as set out more fully therein. Such assignment is permitted provided that the tenant shall remain liable for its covenants under the Leases. In the lease with respect to Gates of Glen Shopping Centre at 9025 Torbram Road, Brampton (the "Torbram Lease"), Section 11.3 also requires that the tenant remain liable for the financial performance pursuant to the lease.

Upon effecting the assignments contemplated in Sections 21.04 of the Leases and Section 11.3 of the Torbram Lease, the tenant is not released from any of its obligations or covenants contained therein. In order to satisfy us, as Landlord, of the tenant's ability to perform the covenants under the Leases and its continuing obligations with respect to the remaining leases not being assigned pursuant to the asset purchase agreement dated December 11, 2010, we request the following from Priszm Limited Partnership:

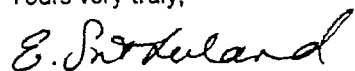
- a) Priszm's continuing operation plan for the remaining stores extending out 3 years;  
and
- b) Any information or agreements between Priszm and its senior lender and franchisor governing Priszm going forward along with information and agreement surrounding the current defaults.

Pursuant to Section 21.03 of the Leases, and excluding the Torbram Lease, we hereby reserve our rights to require any consideration received by the tenant from any transfer to be paid to us.

As a courtesy, we'd like to inform you that we met with Mr. Hussein, consultant to Soul Foods, on Saturday February 12<sup>th</sup> at 10:00am. At this meeting Mr. Hussein requested that Scott's REIT consider two requests: (1) a blanket rent reduction (2) and that Scott's REIT work with his lender's form of non-disturbance.

We understand the urgency of this matter and we commit to working with you as quickly as possible to achieve an acceptable resolution. Please note that we may require additional information after review of the requested information set out above.

Yours very truly,

A handwritten signature in cursive script that reads "E. Sutherland".

Evelyn Sutherland,  
CFO

Attach.

cc. Mr. S. Michael Brooks, Aird & Berlis  
7808013.2

### List of Properties

464 DUNDAS STREET	BELLEVILLE	ON
190 QUEEN STREET E.	BRAMPTON	ON
27 DALHOUSIE STREET	BRANTFORD	ON
322 ARGYLE STREET SOUTH	CALEDONIA	ON
499 DUNDAS STREET (GALT)	CAMBRIDGE	ON
507 DIVISION STREET	COBOURG	ON
3719 LAKESHORE BLVD.	ETOBICOKE	ON
827 MC GILL STREET	HAWKESBURY	ON
63 LINDSAY STREET	LINDSAY	ON
1291 COMMISSIONERS ROAD W.	LONDON	ON
450 WHARNCLIFFE ROAD	LONDON	ON
850 WELLINGTON ROAD SOUTH	LONDON	ON
965 DUNDAS STREET E.	MISSISSAUGA	ON
2795 ST. JOSEPHS BLVD	ORLEANS	ON
474 SIMCOE STREET SOUTH	OSHAWA	ON
574 KING STREET EAST	OSHAWA	ON
973 SIMCOE STREET NORTH	OSHAWA	ON
1096 WELLINGTON STREET	OTTAWA	ON
1677 BANK STREET	OTTAWA	ON
1943 BASELINE ROAD	OTTAWA	ON
917 RICHMOND ROAD	OTTAWA	ON
932 ST. LAURENT BLVD.	OTTAWA	ON
HWY 31, 2919 BANK STREET	OTTAWA	ON
1338 KENNEDY ROAD	SCARBOROUGH	ON
2567 EGLINTON AVE. E.	SCARBOROUGH	ON
3351 LAWRENCE AVE. E.	SCARBOROUGH	ON
3495 SHEPPARD AVE. E.	SCARBOROUGH	ON
1221 DUNDAS STREET W.	TORONTO	ON
2296 EGLINTON AVE. W.	TORONTO	ON
239 SCARLETT ROAD	TORONTO	ON
2500 DANFORTH AVENUE	TORONTO	ON
415 MT. PLEASANT RD	TORONTO	ON
466 QUEEN STREET W.	TORONTO	ON
563 GERRARD STREET E.	TORONTO	ON
636 BLOOR STREET W.	TORONTO	ON
829 ST. CLAIR AVE. W.	TORONTO	ON
3006 DOUGALL ROAD	WINDSOR	ON
7435 TECUMSEH RD E.	WINDSOR	ON
9025 TORBRAM RD	BRAMPTON	ON

**TAB “I”**

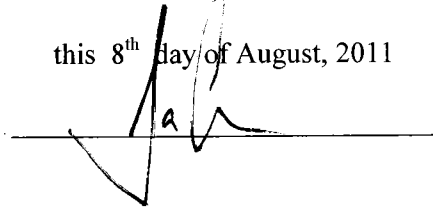
Attached is Exhibit "I"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8<sup>th</sup> day of August, 2011

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to contain the letters 'A' and 'S'.

Commissioner for taking Affidavits, etc



Scott's Real Estate Investment Trust  
Suite 2360, P.O. Box 222 t. 416.361.9665  
TD Canada Trust Tower, BCE Place f. 416.361.6018  
161 Bay Street Toronto ON M5J 2S1 www.scottsreit.com

**VIA EMAIL AND COURIER**

February 14, 2011

Priszm Limited Partnership, by its general partner Priszm Inc.  
101 Exchange Avenue  
Vaughan, Ontario  
L4K 5R6

**Attention: Deborah Papernick, CFO**

Dear Deborah:

**Re: Proposed Assignment by Priszm of certain Leases – Request for Prior Written Consent of the Landlord, Scott's Real Estate Limited Partnership**

---

Thank you for your letter to us dated January 31, 2011 requesting consent to the assignment of certain Priszm Limited Partnership ("Priszm") leases (the "Leases"), a list of properties which are subject to such request are attached hereto. Our prior written consent to any assignment is required under Article 21 and equivalent sections in the subject leases.

Pursuant to the subject leases, it is necessary for us, as Landlord, to satisfy ourselves with the financial background, financial status and business history of the proposed transferee. To do so, we need to receive the information requested below. We also need to consider as a result of such review whether any other financial information, including further security or additional covenants, should be required by us in order to grant the requested consent to assign.

Accordingly, we request the following information from you:

- (a) a copy of the offer to purchase the Ontario and British Columbia assets (with all supporting documents) between Priszm and the proposed transferee;
- (b) a breakdown of the purchase price allocation attributable to each of the restaurant operations being acquired by proposed transferee pursuant to the offer to purchase describe in (a) above;
- (c) the articles of incorporation of the proposed transferee;
- (d) three years of historical financial statements for 7716443 Canada Inc.;
- (e) the proposed transferee's capital structure and current financial statement certified by an officer of the transferee;
- (f) confirmation that 7716443 Canada Inc. is a wholly owned subsidiary of Soul Foods Group, and, either way, information on the financial background and capacity of the primary shareholder(s) of the transferee (including financial statements certified by an officer of such entity);



- (g) the business history of the transferee and primary shareholder(s);
- (h) references and business plan that speak to the capability of the proposed transferee and the management staff of the transferee to manage 200 + stores in the tenant's line of business in Canada. We also request information concerning the business practices of the proposed transferee, including references from other landlords of the transferee (past and present landlords);
- (i) details of the International Franchisee Agreements signed and approved by YUM! Brands for 7716443 Canada Inc. including required capital improvements by store and timing of each project;
- (j) the names of the associates that capitalized the franchisee, as referred to in your letter to us dated January 31, 2011, to provide details and evidence of their ability to finance this transaction;
- (k) the relationship of Mr. Hussein to the proposed transferee; and further financial information with respect to Mr. Aly Janmohamed and Mr. Shiraz Bhoghani in order to allow us to assess the financial covenant of Mr. Janmohamed and Mr. Bhoghani.

We have also written to Mr. Hussein requesting the information above, as directed in your letter to us. Please note that we may require additional information after review of the requested information set out above.

As a courtesy, we'd like to inform you that we met with Mr. Hussein, consultant to Soul Foods, on Saturday February 12<sup>th</sup> at 10:00am. At this meeting Mr. Hussein requested that Scott's REIT consider two requests: (1) a blanket rent reduction (2) and that Scott's REIT work with his lender's form of non-disturbance.

In addition to the requests above, we request the following from Prizm Limited Partnership to ensure that you can meet your continuing obligations on the remaining 108 locations owned by Scott's REIT:

- a) Prizm's continuing operation plan for the remaining stores extending out 3 years; and
- b) Any information or agreements between Prizm and its senior lender and Franchisor governing Prizm going forward, along with information and agreement surrounding the current defaults.

Pursuant to Section 21.03 and equivalent sections of the subject leases, we hereby reserve our rights to require any consideration received by you from any transfer to be paid to us, and any consent we may agree to give regarding the proposed transfer will be conditional upon Scotts REIT receiving satisfactory proof of such consideration and Scotts REIT having actually received such consideration.

Pursuant to the Leases, we will be looking to you to pay for all of our costs incurred by us with regard to the assignment documents. Due to Prizm's current financial insolvency, we request that you pay \$50,000.00 to our legal counsel, Aird & Berlis, in trust, to be used for the payment of our due diligence and legal costs pending the receipt of an invoice from us for our actual/final

costs incurred. We require Prizm to complete this as soon as possible to ensure that we are able to expedite this process.

We understand the urgency of this matter and we commit to working with you as quickly as possible to achieve an acceptable resolution.

Yours very truly,

A handwritten signature in cursive script that reads "E. Sutherland".

Evelyn Sutherland,  
CFO

Attach.  
cc. Mr. S. Michael Brooks, Aird & Berlis  
7808002.4

### List of Properties

4605 E. HASTINGS ST.	BURNABY	BC
1584 HIGHWAY. 99	SQUAMISH	BC
2190 KINGSWAY	VANCOUVER	BC
795 E. BROADWAY	VANCOUVER	BC
3140 DOUGLAS ST.	VICTORIA	BC
3620 GELLATLY RD.	WESTBANK	BC
145 MADAWASKA BLVD	ARNPRIOR	ON
45 MUNRO STREET	CARLETON PLACE	ON
346 ST. CLAIR STREET	CHATHAM	ON
405 COTE AVENUE	CHELMSFORD	ON
311 MAIN STREET	DUNNVILLE	ON
325 TALBOT STREET NORTH	ESSEX	ON
1222 BARTON STREET E.	HAMILTON	ON
307 CANNON STREET E.	HAMILTON	ON
45 PARKDALE AVE. N.	HAMILTON	ON
631 KING STREET W.	HAMILTON	ON
716 MAIN STREET E.	HAMILTON	ON
1683 DUNDAS STREET	LONDON	ON
5863 HIGHWAY #7	MARKHAM	ON
3567 PORTAGE ROAD	NIAGARA FALLS	ON
28 DUMFRIES STREET	PARIS	ON
415 PEMBROKE STREET EAST	PEMBROKE	ON
41 DUFFERIN STREET	PERTH	ON
786 CHEMONG ROAD	PETERBOROUGH	ON
90 MAIN STREET	PICTON	ON
161 TRUNK ROAD	SAULT STE MARIE	ON
60 HARTZELL ROAD	ST. CATHARINES	ON
1300 LASALLE BLVD	SUDBURY	ON
1341 MARTINDALE ROAD	SUDBURY	ON
582 KATHLEEN STREET WEST	SUDBURY	ON
1630 QUEEN ST. E.	TORONTO	ON
3517 DUNDAS STREET W.	TORONTO	ON
1314 DUFFERIN ST.	WALLACEBURG	ON
301 DUNDAS STREET WEST	WHITBY	ON
1485 ERIE STREET E.	WINDSOR	ON
1797 HURON CHURCH RD	WINDSOR	ON
1916 WYANDOTTE ST. W.	WINDSOR	ON
258 RUE NOTRE-DAME	GATINEAU MILLS	QC
347 BD ST-JOSEPH	HULL	QC
164 BD GREBER	POINTE GATINEAU	QC