

TAB “T”

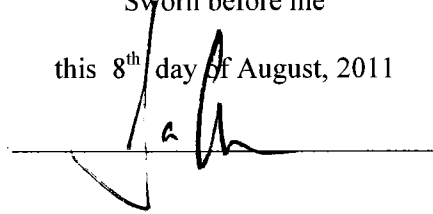
Attached is Exhibit "T"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8th 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

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

Amended and Restated Asset Purchase Agreement dated May 17, 2011 between PRISZM LP (the "Vendor"), PRISZM INC. (the "General Partner") and SOUL RESTAURANTS CANADA INC. (formerly 7716443 Canada Inc.) (the "Purchaser").

RECITALS

- (a) The Vendor is the legal and beneficial owner of the Purchased Assets.
- (b) The Vendor entered into an asset purchase agreement, dated December 11, 2010, (the "Original Agreement") with the Purchaser to sell the Purchased Assets on the terms and conditions set out in the Original Agreement.
- (c) The Vendor and the Purchaser have entered into an extension agreement, dated March 22, 2011, (the "Extension Agreement") extending the Closing Date, as defined in the Original Agreement.
- (d) The Vendor has voluntarily commenced proceedings under the CCAA.
- (e) The Vendor and Purchaser wish to amend the terms and conditions of the Original Agreement, as amended by the Extension Agreement, as set forth herein.

In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties agree as follows.

Section 1 Defined Terms.

All capitalized words not defined herein shall have the meaning ascribed thereto in Schedule "A".

Section 2 Purchase and Sale.

- (1) Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor on the Closing Date all properties, assets, interests and rights of the Vendor which are related to the operation of Outlets and are necessary to conduct the business as now conducted at the Outlets, other than the Excluded Assets (as herein defined) (collectively, the "Purchased Assets"), and for greater certainty, the Purchased Assets will include the assets in Schedule "B" hereto, for each Outlet.
- (2) The Purchased Assets will not include any of the assets (in each case, as of the Closing Date) (collectively, the "Excluded Assets") described in Schedule "C" hereto.

Section 3 Contracts.

Nothing in this Agreement shall be construed as an attempt to assign to the Purchaser any Contract or agreement which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the other party or parties to such Contract, unless such consent has been given or the assignment has been ordered by the Court. In order that the Purchaser may receive and realize the full benefit of the non-assigned Contracts, after Closing, subject to the CCAA process, and until all such Contracts are transferred to the Purchaser or six (6) months after the Closing Date, the Vendor shall: (a) maintain its existence; (b) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Contracts to the Purchaser, including holding any such Contracts in trust for the Purchaser and all benefits derived from such Contracts shall be for the account of the Purchaser provided that the requirement of the Vendor to do so does not void the Contract and (c) upon the written direction of the Purchaser, enforce, at the direction, request and expense of the Purchaser and for the account of the Purchaser, any rights of the Vendor under or arising from such Contract against any third person, including the right to elect to terminate any such rights in accordance with the terms of such Contract. The Vendor shall take such action and do or cause to be done such things as are necessary or proper or requested by the Purchaser to ensure that the obligations of the Vendor under the non-assigned Contracts are performed and that the value of all of such Contracts are preserved and enure to the benefit of the Purchaser and that the collection of moneys due and payable to the Purchaser are received by the Purchaser and the Vendor shall promptly pay over to the Purchaser all moneys collected by or paid to the Vendor in respect hereof.

Section 4 Landlord Consents.

- (1) The Vendor shall use its commercially reasonable efforts to obtain, prior to the Closing Date, all of the Landlord Consents. Notwithstanding the foregoing, in no event shall the Vendor be required to bear any expense or pay any fee or grant any concession in connection with obtaining any Landlord Consents other than: (a) a Landlord's reasonable consent administration fee and reasonable legal fees incurred by the Landlord in connection with the issuance of its Landlord Consent, and (b) to bring any Lease into good standing.
- (2) The Landlord Consents must be on terms which are acceptable to each of the Vendor and the Purchaser, acting reasonably, provided however there shall not be any material change to the terms of any Leases to which such Landlord Consent relates without the prior written consent of the Purchaser. The Purchaser, acting reasonably, shall be entitled to approve the form of Landlord consent prior to its distribution to any Landlord.
- (3) As to any Lease for which a Landlord Consent is required and is not obtained prior to Closing (in each case an "Outstanding Lease"), the Vendor and the Purchaser shall each, for a period expiring six (6) months following the Closing, continue to use commercially reasonable efforts to obtain such Landlord Consent, in each case in accordance with the provisions of Section 4(1) hereof, or an order of the Court assigning the Outstanding Leases. The Purchaser hereby acknowledges that an application to the Court and its due prosecution (for greater certainty there is no

obligation on the Vendor to pursue or respond to any appeal resulting from the application) for an order for the assignment of such leases shall constitute commercially reasonable efforts on the part of the Vendor and satisfy any obligations under this subsection. The Vendor will consent to the Purchaser having standing on any such motion, if it so desires.

- (4) The Purchaser acknowledges that: (a) it is not entitled to request any amendments to the terms of any Lease in connection with any Landlord Consent; (b) nothing herein shall prohibit the Vendor from seeking a reasonable release from the Landlords in respect of its obligations under the Leases following the Closing provided however that the Vendor's efforts to obtain any such release shall not impede, interfere with or delay obtaining a Landlord Consent; (c) it shall cooperate with and assist the Vendor in pursuing the Landlord Consents (including providing directly to the other party any reasonable information requested by a Landlord, including reasonable financial information, financing structure and proposed management team for the business, which, for greater certainty, shall not be provided to the Vendor without the Purchaser's prior consent, provided however that the Vendor shall not be liable to the Purchaser hereunder for any breach of the Landlord to disclose such information to the Vendor and the Purchaser's sole recourse for any breach relating to this subsection shall be towards such Landlord); and (d) it shall provide certificates of insurance and execute and deliver any necessary acknowledgements and assumption agreements required by any Landlord as a condition to the issuance of its Landlord Consent that are commercially reasonable or otherwise contemplated by the Leases.
- (5) Nothing in this Agreement shall be construed as an attempt to assign to the Purchaser any Lease which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the Landlord, if required, unless such consent has been given or the assignment has been ordered by the Court. From and after Closing and until the earlier of: (a) the date that the Landlord Consent relating to an applicable Outstanding Lease has been obtained or the assignment has been ordered by the Court and such Outstanding Lease has been assigned to the Purchaser; (b) the expiration or earlier termination of such Outstanding Lease; or (c) if a Landlord Consent or assignment order referred to in Section 4(5)(a) has not been obtained within the six (6) months after the Closing Date, the day which is six (6) months after the Closing Date, the Purchaser hereby covenants to:
 - (a) pay the corresponding obligations for the periods from and after the Closing Date associated with the applicable Outstanding Lease to the Vendor or as it directs under the Occupation Agreement, and indemnify and hold the Vendor harmless of and from any claims that may be made pursuant to the applicable Outstanding Lease for any period from and after the Closing as a result of the Purchaser failing to comply with its obligations under this Agreement and the Occupation Agreement; provided that the indemnity provided in this Section shall not be limited to six (6) months or apply to any claims by the Landlord for any pre-Closing liabilities of the Vendor or from any payment of proceeds from the transaction contemplated by this Agreement;

- (b) to the extent within its control, comply with the terms and provisions of the applicable Outstanding Lease; and
 - (c) cooperate in (i) the transfer of the applicable Outstanding Lease, and (ii) the obtaining of such necessary approvals, consents, waivers, and orders, and (iii) such commercially reasonable actions taken by the Vendor, and provide such information and assurances as may be reasonably requested or required pursuant to the applicable Outstanding Lease.
- (6) From and after Closing and until the earlier of: (a) six (6) months after the Closing Date; (b) the date that the Landlord Consent relating to an applicable Outstanding Lease has been obtained or the assignment has been ordered by the Court and such Outstanding Lease has been assigned to the Purchaser; or (c) the expiration or earlier termination of such Outstanding Lease, the Vendor hereby covenants to:
- (i) hold the Outstanding Leases in trust for the Purchaser;
 - (ii) to the extent within its control, comply with the terms and provisions of the applicable Outstanding Lease; and
 - (iii) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of the rights under the Outstanding Leases to the Purchaser.
- (7) The Purchaser hereby acknowledges that, subject to the limited right to a refund set forth in Section 8(8), the obligation to purchase an Outlet with an Outstanding Lease is unconditional. For greater certainty, subject to Section 8(8), the Purchaser shall not be entitled to a refund, in whole or in part, in the Purchase Price for an Outlet, including an Outlet with an Outstanding Lease, as a result of any damage incurred by or in relation to such Outlet.

Section 5 Material Contract Consents.

- (1) The Vendor shall use its commercially reasonable efforts to obtain, prior to the Closing Date, all of the Material Contract Consents. Notwithstanding the foregoing, in no event shall the Vendor be required to bear any expense or pay any fee or grant any concession in connection with obtaining any Material Contract Consents other than: (a) such contracting counterparty's reasonable consent administration fee and reasonable legal fees incurred by such contracting counterparty, to the extent applicable, in connection with the issuance of its Material Contract Consent, and (b) to bring any contract into good standing, provided however that the Vendor shall under no circumstances be obliged to pay any amount which individually exceeds \$2,500, or in the aggregate exceeds \$25,000, so long as such Material Contract is not necessary to the Purchaser receiving the full benefit of the Purchased Assets and the Vendor is not in breach of this Agreement.
- (2) The Material Contract Consents obtained pursuant to this Section must be on terms which are acceptable to each of the Vendor and the Purchaser, acting reasonably,

provided however there shall not be any material change to the terms of any Material Contract to which such Material Contract Consent relates without the prior written consent of the Purchaser.

- (3) As to any Material Contract for which a Material Contract Consent is not obtained prior to Closing (each case an "Outstanding Contract"), the Vendor and the Purchaser shall each, for a period expiring six (6) months following the Closing continue to use commercially reasonable efforts to obtain same, in each case in accordance with the provisions of Section 5(1) hereof unless the assignment of such Outstanding Contract is ordered by the Court or the Purchaser has provided the Vendor with notice that assignment of such Outstanding Contract is no longer required.
- (4) The Purchaser acknowledges that (a) it is not entitled to request any amendments to the terms of any Material Contract in connection with any Material Contract Consent; (b) nothing herein shall prohibit the Vendor, in connection with a Material Contract from seeking a reasonable release from the contracting counterparty in respect of its obligations under the Material Contract following the Closing provided however that the Vendor's efforts to obtain any such release shall not impede, interfere with or delay obtaining a Material Contract Consent; (c) it shall cooperate with and assist the Vendor in pursuing the Material Contract Consents (including providing directly to the other party any reasonable information requested by a contract counterparty, including reasonable financial information, financing structure and proposed management team for the business, which, for greater certainty, shall not be provided to the Vendor without the Purchaser's prior consent, provided however that the Vendor shall not be liable to the Purchaser hereunder for any breach of the Material Contract counterparty to disclose such information to the Vendor and the Purchaser's sole recourse for any breach relating to this subsection shall be towards such Material Contract counterparty); and (d) it shall provide certificates of insurance and execute and deliver any necessary acknowledgements and assumption agreements required by any Material Contract counterparty as a condition to the issuance of its Material Contract Consent that are commercially reasonable or otherwise contemplated by the Material Contracts.

Section 6 Representations and Warranties.

The Purchaser acknowledges that there are no representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, with respect to the Purchased Assets or in respect of any other matter or thing whatsoever except as otherwise expressly stated in this Agreement or any schedule hereto. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor or its affiliates, or any such entity's directors, officers, employees, professional consultants or advisors with respect to the Purchased Assets or otherwise relating to the transactions contemplated in this Agreement has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete save and except such information is disclosed pursuant to a representation, warranty, covenant or condition contained herein.

Section 7 Liabilities, Costs and Expenses.

- (1) The Purchaser covenants with the Vendor that it shall, as and from the Closing Date, discharge, perform and fulfill all the obligations and liabilities on the part of the Vendor with respect to the Purchased Assets arising on or after the Closing Date and not related to any default existing prior to or as a consequence of the closing of the transaction contemplated by this Agreement (the "Assumed Liabilities"). The Purchaser shall not assume any liabilities or other obligations other than the Assumed Liabilities and shall have no obligation to discharge any liability or obligation under any contract or agreement which is not assignable in whole or in part without the consent of the other party or parties to such contract or agreement, unless such consent has been given, or unless such assignment has been ordered by the Court, or unless the Vendor has performed its obligations under Section 3 and the value of such contracts and agreements under Section 3 have enured to the benefit of the Purchaser. For greater certainty, the Assumed Liabilities will not include (a) any fees, costs or expenses relating to obtaining the Landlord Consents, any Material Contracts, or court orders relating to the assignment of Outstanding Leases incurred in accordance to Section 4(3) hereof, or (b) Current Liabilities, as defined below.
- (2) All current liabilities relating to the Purchased Assets arising before the Closing Date, including such liabilities described in Section 21(5), (the "Current Liabilities") shall not form part of the Purchased Assets or Assumed Liabilities but shall be on the account of the Vendor.
- (3) From and after the Closing, all costs and expenses related to the Purchased Assets shall be borne by the Purchaser at its sole cost and expense, including without limitation, title insurance, surveys, Phase I environmental reports and Phase II environmental reports, escrow and recording or registration fees, the transfer fees, ongoing license fees, and any other costs associated with the Purchased Assets.
- (4) For the period from and after the Closing, all costs and expenses related to the Outlet Software Licenses shall be borne by the Purchaser at its sole cost and expense, including, without limitation, escrow and recording or registration fees, transfer fees, ongoing license fees, and any other costs associated with the Outlet Software Licenses or the transfer thereof (including costs in connection with using the Outlet Software Licenses independently of the Vendor or costs to be paid in connection with the transfer of the Outlet Software Licenses to the Purchaser). The Purchaser hereby covenants to comply with all provisions or obligations and perform all such actions as are reasonably necessary or desirable in order to transfer the Outlet Software Licenses.

Section 8 Purchase Price and Deposit.

- (1) The aggregate purchase price (the "Purchase Price") payable by the Purchaser to the Vendor for the Purchased Assets is: (a) CDN\$39,500,000, plus (c) the amount of CDN\$408,000, equal to the franchise renewal fees, plus (d) the amount of CDN\$116,000 equal to the price of the UPGC Shares, plus (e) the amount of

CDN\$2,800,000 equal to the Closing Date Current Assets Amount, subject to Section 10.

- (2) The Purchaser delivered a deposit in the amount of CDN\$2,000,000 on or before January 15, 2011 to the Vendor's counsel pursuant to the Escrow Agreement. The Parties agree to take such steps and execute all required documents in order to transfer this initial deposit plus all accrued interest less any bank transfer fees to the Monitor by the Condition Date. The Purchaser agrees to deliver a further deposit in the amount of CDN\$1,000,000 to the Monitor by the Condition Date (together with the prior deposit, the "Deposit"). The Deposit will be applied on Closing in satisfaction of an equivalent amount of the Purchase Price.
- (3) If the Closing does not occur:
 - (a) because the condition precedent set forth in Section 15(1)(c) or any of the conditions precedent set forth in Section 15(3) of this Agreement are not satisfied or waived by May 31, 2011, the full amount of the Deposit together with all accrued interest received by the Vendor's counsel or the Monitor, if any, shall be immediately returned to the Purchaser.
 - (b) for any reason other than the condition precedent set forth in Section 15(1)(c) or one or more of the conditions precedent set forth in Section 15(3) of this Agreement are not satisfied or waived by May 31, 2011, including that the Purchaser does not have adequate financing to close the transaction contemplated by this Agreement for any reason including that the Purchaser's lender refuses to advance adequate monies to the Purchaser, the full amount of the Deposit together with all accrued interest received by the Vendor, if any, shall become the property of, and may be retained by, the Vendor as liquidated damages (and not as a penalty) to compensate it for the expenses incurred and opportunities foregone as a result of the failure of the transaction to close. In such event, the Vendor may exercise any other rights or remedies that it may have against the Purchaser in respect of any default by the Purchaser.
- (4) The Purchase Price shall be satisfied by the Purchaser paying to the Vendor as follows: (a) as to the amount of the Deposit, by application of such amounts in the manner specified in Section 8(2); and (b) as to the balance, by the Purchaser paying to or to the order of the Vendor such amount by wire transfer to a Canadian schedule of Banks (or such other method as mutually agreed to by the Vendor and Purchaser) of immediately available funds payable to or to the order of the Vendor or as it may otherwise direct in writing or as may be directed by the Court.
- (5) Any adjustment required to be made to the Purchase Price in accordance with subsection 8(8) or Section 10 shall be satisfied by the payment of the appropriate amount by the party owing such payment to the other party in the manner and at the time contemplated in subsection 8(8) or Section 10, as applicable.

- (6) The Purchaser shall be liable for and shall pay all applicable federal and provincial sales taxes, property transfer taxes, and all other taxes, duties, registration charges or other like charges payable in connection with the sale of the Purchased Assets by the Vendor to the Purchaser.
- (7) The Vendor and the Purchaser will mutually agree on or before the Closing Date a reasonable allocation of the Purchase Price, provided however that the Purchase Price allocated to each Outlet shall be the amount specified in Schedule "F", which Schedule "F" has been agreed to.
- (8) In the event that at the end of the six (6) month period commencing on the Closing Date (the "Extension Period"), (a) Landlord Consents, and (b) notices, with respect to Leases that only require notice for assignment per the terms of the applicable Lease, and (c) Lease assignments ordered by the Court, together representing at least ninety-five (95%) of the Outlets specified on Schedule "F" have not been obtained or delivered, as applicable, then the Vendor shall within five (5) Business Days pay to the Purchaser that portion of the Purchase Price allocated in Schedule "F" for those Outlets (i) for which a Landlord Consent, notice or final assignment order have not been obtained or delivered, or (ii) where the Lease is terminated or the Purchaser is evicted from the Premises prior to the delivery of notice, the obtaining of the Landlord Consent, or the obtaining of a final assignment order, and the end of the Extension Period (provided that at the time the Lease was terminated or the Purchaser was evicted, the Purchaser was not acting in material breach of the Lease (this proviso being limited to breaches which were not existing as at Closing and not applying to breaches based upon the Vendor holding the Outstanding Lease in trust for the Purchaser as contemplated by this Agreement) and was not in material breach of the Occupation Agreement entered into between the parties of even date herewith). This payment by the Vendor shall be the sole remedy of the Purchaser for the failure to obtain the Landlord Consent, give the notice or obtain a final order assigning the Lease, in respect of such Outstanding Lease and for any Damages suffered by the Purchaser in connection therewith.

Section 9 Preparation of Financial Statements.

During the Interim Period, the Vendor shall provide to the Purchaser and shall have the right, in its sole discretion, to provide to any lender that is providing financing to the Purchaser in connection with the transaction contemplated in this Agreement updated financial statements.

- (1) After the Closing, the Vendor will prepare, at the Vendor's expense, a draft statement of the Current Assets ("Current Assets Statement") as at Closing, which shall be delivered to the Purchaser no later than the 30th day following the Closing Date. The Purchaser will: (i) provide access to the Vendor upon every reasonable request to its accounts and books and records relating to the Purchased Assets; and (ii) cooperate with the Vendor for purposes of preparing the Current Assets Statement. The 30 day period for the Vendor to prepare and deliver the Current Assets Statement will be extended for a reasonable period of time in the event that

the preparation or delivery of the draft Current Assets Statement is delayed as a result of circumstances beyond the reasonable control of the Vendor.

- (2) If the Purchaser does not give a notice of objection in accordance with this Section 9, the Purchaser shall be deemed to have accepted the draft Current Assets Statement prepared by the Vendor which shall be final and binding on the parties and such draft Current Assets Statement shall constitute the Current Assets Statement for purposes of this Agreement.
- (3) If the Purchaser objects to any matter in the draft Current Assets Statement prepared pursuant to Section 9(1), then the Purchaser shall give notice to the Vendor and to the Monitor no later than 15 days after delivery of the draft Current Assets Statement. Any notice given by the Purchaser shall set forth in detail the particulars of such objection. The parties shall then use reasonable efforts to resolve such objection for a period of 30 days following the giving of such notice. If the matter is not resolved by the end of such 30 day period, then the dispute with respect to such objection shall be submitted by the parties to a chartered accountant associated with an accounting firm of recognized national standing in Canada, which is independent of the parties, and, failing such agreement between the Purchaser and the Vendor within a further period of five Business Days, such independent firm of chartered accountants shall be KPMG LLP, or if such firm is unable to act, Deloitte LLP (the "Independent Accountant"). The Independent Accountant shall, as promptly as practicable (but in any event, within 45 days following its appointment), make a determination of the Current Assets Statement, based solely on written submissions of the parties given by them to the Independent Accountant. The submissions of each party shall be disclosed to the other party and each other party shall be afforded a reasonable opportunity to respond thereto. The Current Assets Statement as determined by the Independent Accountant shall be final and binding upon the parties and shall constitute the Current Assets Statement for purposes of this Agreement.
- (4) The Purchaser and the Vendor will each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, as the case may be, the draft Current Assets Statement. In the case of a dispute and the retention of the Independent Accountant to determine such dispute, the costs and expenses of such firm of chartered accountants shall be borne equally by the Purchaser and the Vendor. However, the Purchaser and the Vendor will each bear their own costs in presenting their respective cases to such firm of chartered accountants.
- (5) The parties agree that the procedure set forth in this Section 9 for resolving disputes with respect to the draft Current Assets Statement is the sole and exclusive method of resolving such disputes.
- (6) After the Closing, the Vendor will prepare, at the Vendor's expense, a draft Profit and Loss Statement as at Closing, which shall be delivered to the Purchaser no later than the 30th day following the Closing Date.

Section 10 Current Assets Purchase Price Adjustment

- (1) The Purchase Price will be increased or decreased, as the case may be, dollar-for-dollar, to the extent that the Current Assets as determined from the final Current Assets Statement is more or less than CDN\$2,800,000 (the "Closing Date Current Assets Amount").
- (2) If the Current Assets, as determined from the Current Assets Statement, is more than CDN\$2,800,000, the Purchaser will pay to the Vendor the amount of such difference as an increase to the Purchase Price. If the Current Assets as determined from the Current Assets Statement is less than CDN\$2,800,000, the Vendor will pay to the Purchaser the amount of such difference as a decrease to the Purchase Price. Any amounts to be paid under this Section 10 (the "Current Assets Purchase Price Adjustment") will be paid by bank draft or wire transfer of immediately available funds within two Business Days after the draft Current Assets Statement becomes the Current Assets Statement for purposes of this Agreement in accordance with Section 9(2) or Section 9(3), as the case may be.

Section 11 Vendor Representations and Warranties.

The Vendor, to the best of its knowledge, information and belief, represents and warrants as to those matters set forth in Schedule "D" to this Agreement and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement by the Purchaser.

Section 12 Purchaser's Representations and Warranties.

The Purchaser represents and warrants as to those matters set forth in Schedule "E" and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the entering into of this Agreement by the Vendor.

Section 13 Financing.

The consummation of the transaction contemplated by this Agreement is not contingent on the Purchaser's ability to obtain financing.

Section 14 Due Diligence.

- (1) The consummation of the transaction contemplated by this Agreement is not contingent on the Purchaser's due diligence.
- (2) The Vendor will (i) permit the Purchaser and its employees, counsel, agents, accountants or other representatives, during the Interim Period, to have reasonable access during normal business hours and upon reasonable notice to (A) the premises of the Outlets, (B) the Purchased Assets and, in particular to any information, including all Books and Records, copies of Employee Plans, and all insurance policies held by the Vendor with respect to the Purchased Assets, (C) all Contracts and Leases, and (D) the senior personnel of the Vendor, and (ii) furnish to the Purchaser or its employees, counsel, agents, accountants or other representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser may from time to time request.

Section 15 Conditions of Closing.

- (1) **Conditions for the Benefit of the Purchaser.** The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed, on or before the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:
 - (a) the Vendor shall deliver or cause to be delivered to the Purchaser all keys, entry devices and pass codes with respect to the Purchased Assets including combinations to any locks or vaults; provided that all keys, entry devices and pass codes in the possession of Transferred Employees shall be deemed to have been delivered to the Purchaser;
 - (b) the representations and warranties of the Vendor in Schedule "D" shall be, to the best of the Vendor's knowledge, information and belief, true and correct in all material respects, subject to the CCAA process, as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date. However, (i) if a representation and warranty is qualified by materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification and (ii) if a representation and warranty speaks only as of a specific date it only needs to be true and correct as of that date; and
 - (c) the Vendor shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated or required to be so executed and delivered in this Agreement.

- (2) **Conditions for the Benefit of the Vendor.** The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed, on or before the Closing Date (other than item (a) which shall be fulfilled or performed on or before January 15, 2011 and item (b) which shall be fulfilled or performed on or before the Condition Date), which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:
 - (a) the payment of the Deposit in accordance with Section 8(2) to the Vendor's counsel by the Purchaser;
 - (b) the Vendor shall have received evidence satisfactory to the Vendor that the Purchaser has and will have at Closing all funds on hand necessary to pay the Purchase Price referred to in Section 8;
 - (c) the representations and warranties of the Purchaser in Schedule "E" shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties were made on and as of such date. However, (i) if a representation and warranty is qualified by

materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification and (ii) if a representation and warranty speaks only as of a specific date it only needs to be true and correct as of that date;

- (d) the Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents contemplated required to be so executed and delivered in this Agreement;
- (3) **Conditions Precedent.** The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed, on or before Closing Date (other than item (b) and (c) which shall be fulfilled or performed on or before the Condition Date), which conditions are for the mutual benefit of each of the parties and may only be waived, in whole or in part, by agreement of the parties to this Agreement:
- (a) the Sale Approval Order shall have been issued and entered by the Court either (i) in the form attached hereto as Schedule "H", which the Parties acknowledge is satisfactory, or (ii) in a form which is not more adverse to the Purchaser, acting reasonably, and shall not be subject to a stay. For greater certainty, in the case of a form of order which is more adverse to the Purchaser than the form of order attached hereto as Schedule "H", the Parties agree that they will confirm their satisfaction or dissatisfaction with the form of the order at the hearing of the motion prior to the judge signing the order;
 - (b) the Parties shall have received evidence, satisfactory to the Vendor and the Purchaser, acting reasonably, of the consent of Prudential to the transaction contemplated hereby; and
 - (c) the Purchaser and the Franchisor shall have entered into a new franchise agreement or the Purchaser and the Vendor shall have executed an agreement assigning the Master Franchise Agreement as it relates to the Outlets and the Franchise Agreements for each of the Outlets to the Purchaser each in form and substance satisfactory to the Parties acting reasonably and the Franchisor shall have provided its consent to such assignment conditional upon completion of the transaction contemplated hereby and any payments to the Franchisor contemplated by the Sale Approval Order in form and substance satisfactory to the Parties acting reasonably.

- (4) The Vendor and the Purchaser agree to take all such actions as are within their respective powers to control, and to use their commercially reasonable efforts to cause other actions to be taken which are not within their respective powers to control, so as to ensure compliance with all of the conditions set forth in this Section 15.

Section 16 Purchaser Covenants.

- (1) The Purchaser shall, on or prior to the Condition Date, either enter into a new franchise agreement with the Franchisor in respect of the Outlets or execute an assignment of the Master Franchise Agreement as it relates to the Outlets and the Franchise Agreement in respect of the Outlets with the Vendor.
- (2) For each Outlet located in an area where Bell Canada provides high speed internet coverage, the Purchaser shall, on or prior to the Closing Date, enter into a contract with Bell Canada for the provision of high speed internet service at such Outlet.
- (3) The Purchaser shall use its best efforts to obtain the Competition Act Approval as promptly as is reasonably practicable upon the execution of the this Agreement and in doing so the Vendor will cooperate with the Purchaser, and without limiting the generality of the foregoing, the Purchaser shall, within 10 days of the execution of this Agreement prepare and provide to the Commissioner of Competition such submissions as are necessary or desirable in order to receive Competition Act Approval as promptly as is reasonably practicable, including without limitation, an application for an Advance Ruling Certificate and a request in the alternative for a no-action letter and a waiver from notification under paragraph 113(c) of the Competition Act, and in connection with the foregoing, the Purchaser shall promptly furnish all information requested under the Competition Act, provided however, that any filing fees or similar amounts specifically required to be submitted to the Commissioner of Competition in connection with the foregoing shall be borne equally by each party.

Section 17 Vendor Covenants.

- (1) During the Interim Period, the Vendor will conduct the business carried on with the Purchased Assets only in the Ordinary Course, subject to the CCAA process.
- (2) During the Interim Period, the Vendor shall provide access to the managers, the Regional Directors of Operations, Area Managers, and Field Training Leaders employed by the General Partner who are responsible for the geographic area in which the Outlets are situated for the purpose of offering employment effective as of the Closing Date to such persons.
- (3) On or before the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser all keys, entry devices and pass codes with respect to the Purchased Assets including combinations to any locks or vaults; provided that all keys, entry devices and pass codes in the possession of Transferred Employees shall be deemed to have been delivered to the Purchaser.

- (4) After Closing, the Purchaser will have the right to access any customer on-line software system that is currently used at the Outlets and administered by the Vendor for the entire KFC system in Canada on such terms and conditions that are generally provided to other KFC franchisees that also access such software system. This right shall terminate on the date the Vendor no longer administers such software system.

Section 18 Closing.

- (1) Subject to satisfaction or waiver by the relevant party or parties, as applicable, of the conditions of closing contained in Section 15, at the Closing, the Vendor will deliver actual possession of the Purchased Assets and all necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser and upon such delivery the Purchaser will pay or satisfy the Purchase Price in accordance with Section 8. The transfer of the Purchased Assets will take effect on the Closing Date.
- (2) The completion of the transaction of purchase and sale contemplated by this Agreement (the "Closing") shall take place at 8:00 a.m. (Toronto time) at the offices of Gardner Roberts LLP, Suite 3100, Scotia Plaza, Toronto, Ontario, on the first Monday after the Sale Approval Order is issued, provided however that the Vendor and the Purchaser may mutually agree to extend such date to such other date not later than May 31, 2011, as may be agreed upon in writing by the parties (the "Closing Date").

Section 19 Access to Books and Records

During the Interim Period and for a period of 6 years from the Closing Date, or for such longer period as may be required by Law, the Vendor will retain all original accounting Books and Records relating to the Purchased Assets for the period prior to the Closing Date, but the Vendor shall not be responsible or liable to the Purchaser for any accidental loss or destruction of or damage to any such Books and Records. So long as such Books and Records are retained by the Vendor pursuant to this Agreement, the Purchaser will have the reasonable right to inspect and make copies (at its own expense) of them upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Vendor for purposes of tax returns. The Vendor will have the right to have its representatives present during any such inspection.

Section 20 Action During Interim Period.

- (1) During the Interim Period and except as otherwise provided in this Agreement, or as required or permitted under the CCAA process, or the Disclosure Letter delivered contemporaneously with the execution of this Agreement, or as otherwise agreed in writing by the Purchaser, the Vendor shall from the date of this Agreement up to the Closing deal with the Purchased Assets in the Ordinary Course including:

- (a) Carry on and conduct its business in the Ordinary Course consistent with past practice (including, without limitation, but subject to the provisions of this Section 20 entering into contracts, agreements and commitments for the purchase and sale of inventory items) and in particular:
 - (i) use all commercially reasonable efforts to keep available the services of the present employees of the Vendor for the Purchaser and to maintain relations and goodwill with customers having business relations with the Vendor;
 - (ii) make all necessary tax, governmental and other filings in a timely fashion;
 - (iii) pay to all its employees all wages (including overtime claims), salaries, bonuses and commissions, and all earned but unpaid vacation pay and sick leave pay and other entitlements under Employee Plans up to and including the Closing Date; and
 - (iv) comply in all material respects with and not violate any of its contractual, common law or statutory duties and obligations to the Vendor's employees relating to the Purchase Assets, a Trade Union and relevant government authorities.
- (b) Disclose to the Purchaser all notices relating to environmental matters, regulatory matters, employment matters, leasing matters, collective bargaining proposals and the status of ongoing negotiations, in each case, relating to the operation of the Purchased Assets.
- (c) Advise and disclose to the Purchaser any agreement to amend or vary any Leases or of any Material Contracts, and to disclose to the Purchaser the terms of any such agreement.
- (2) During the Interim Period, except as required or permitted under the CCAA process, the Vendor shall not:
 - (a) mortgage, pledge, grant a security interest in or otherwise create a Lien on any of the Purchased Assets, except in the Ordinary Course and in amounts which, individually and in the aggregate, are not material to the financial condition or the operation of the Purchased Assets;
 - (b) enter into any lease or other contract or any other transaction relating to the Purchased Assets that is not in the Ordinary Course;
 - (c) dispose of or revalue any of the Purchased Assets, except for sales of Inventory in the Ordinary Course;
 - (d) terminate, cancel, modify or amend in any material respect or take or fail to take any action which would entitle any party to any Material Contract to terminate, cancel, modify or amend any Material Contract;

- (e) unless required by Applicable Laws, make any change in its accounting principles, policies, practices or methods; or
- (f) agree, commit or enter into any understanding to take any actions enumerated in paragraphs of this Section 20(2).

Section 21 Employees

- (1) On or before May 24, 2011, the Purchaser shall offer, or cause any of its affiliates to offer, employment effective as of the Closing Date to the Designated Employees on terms substantially similar in the aggregate to those existing as of the Closing Date. In such offer, and subject to Section 21(3), the Purchaser will recognize, to the extent previously recognized by the Vendor, the service of the Designated Employees for all purposes. The Vendor agrees to assist the Purchaser in delivering the offers of employment to the Designated Employees on condition that (a) the Purchaser has prepared, packaged and organized the offers of employment in a manner that is acceptable to the Vendor in its sole discretion, (b) has delivered the packages to the Vendor's head office by no later than 12:00pm on May 20, 2011, and (c) the Vendor shall not be required to expend any funds or incur any costs in respect of such assistance. The Purchaser shall have no liability or obligation in respect of any Designated Employees who reject Purchaser's offer of employment that has been made in accordance with this Section 21(1).
- (2) The Vendor shall not attempt in any way to discourage Designated Employees from accepting the offer of employment made by the Purchaser. Provided that the Purchaser has complied with its obligations set forth under Section 21(1), then the Vendor will use commercially reasonable efforts to deliver its notice of termination concurrent with the Purchaser's delivery of offers of employment to Designated Employees.

The Purchaser shall not assume any of the Employee Plans or liability for accrued benefits or any other liability under or in respect of any of the Employee Plans. The Transferred Employees will, as of the Closing Date in respect of their employment by the Vendor, cease to accrue further benefits under the Employee Plans. The Purchaser agrees that it will permit the Transferred Employees to participate in benefit plans sponsored by the Purchaser (such plans to be called the "Replacement Plans"). The Purchaser shall cause each Replacement Plan to recognize the prior service of the Transferred Employee rendered to the Vendor for purposes of eligibility to participate, vesting and entitlement to benefits under such Replacement Plans but not for the purpose of benefit accrual. The Purchaser shall waive all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Transferred Employees under any Replacement Plans except and only to the extent that any Transferred Employees were subject to such pre-existing conditions, exclusions and waiting periods under the Employee Plans, and will provide each Transferred Employee with credit for any co-payments and deductibles paid prior to the Closing Date (in the calendar year of such start date) in satisfying any applicable deductible or out of pocket requirements under any Replacement Plans.

- (3) The Purchaser shall be responsible for:
- (i) all liabilities for salary, wages, bonuses, commissions, vacation pay, and other compensation relating to the employment of all Transferred Employees on and after the Closing Date and all liabilities under or in respect of the Replacement Plans;
 - (ii) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Purchaser of the employment of any Transferred Employee;
 - (iii) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Transferred Employees at the Outlets on and after the Closing Date; and
 - (iv) all employment-related claims, penalties and assessments in respect of the Purchased Assets arising out of matters which occur on or subsequent to the Closing Date.
- (4) The Purchaser shall not be responsible for:
- (i) all liabilities for salary, wages, bonuses, commissions, vacation pay, and other compensation relating to the employment of all Designated Employees arising prior to the Closing Date and all liabilities accrued under or in respect of Employee Plans prior to the Closing Date;
 - (ii) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination of any Designated Employees who reject Purchaser's offer of employment that has been made in accordance with Section 21(1);
 - (iii) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Designated Employees in the Purchased Assets prior to the Closing Date; and
 - (iv) all employment-related claims, penalties and assessments in respect of the Purchased Assets arising out of matters which occur prior to the Closing Date.

Section 22 Filings and Authorizations

Each of the Vendor and the Purchaser, as promptly as practicable after the execution of this Agreement, will (i) make, or cause to be made, all such filings and submissions under all Applicable Laws, including as may be required for it to consummate the purchase and sale of the Purchased Assets in accordance with the terms of this Agreement. The Vendor and the Purchaser shall coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied to or filed with any Governmental Entity (except for

notices and information which the Vendor or the Purchaser, in each case acting reasonably, considers highly confidential and sensitive which may be filed on a confidential basis), and all notices and correspondence received from any Governmental Entity.

Section 23 Tax Matters

The parties covenant to use their commercially reasonable efforts to minimize the taxes payable by each of the parties to this Agreement in connection with the completion of the transaction contemplated hereby, including the filing of such elections as would be necessary in order to do so, provided however that such structuring or elections do not adversely effect any party.

The Vendor and the Purchaser agree to use commercially reasonable efforts to execute and deliver or cause to have executed and delivered at Closing a joint election under Section 167(1) of the *Excise Tax Act* (Canada) (and any provincial and/or territorial equivalents) and an election under Section 22 of the *Income Tax Act* (Canada). The parties covenant to cooperate in the filing of such tax elections.

Notwithstanding the above, in the event it is determined by the Canada Revenue Agency or any other competent provincial or territorial Governmental Entity, that there is a liability of the Purchaser to pay, or of the Vendor to collect and remit, any amounts on account of taxes on all or part of the Purchase Price paid for the Purchased Assets, such taxes shall be forthwith paid by the Purchaser to the Canada Revenue Agency, the competent provincial tax authority, or to the Vendor, as the case may be, and the Purchaser shall indemnify and save the Vendor harmless with respect to any such taxes as well as any interest and penalties relating thereto or imposed thereon and any costs or expenses of the Vendor.

Section 24 Survival of Covenants, Representations and Warranties.

The covenants (except as expressly provided in this Agreement or except to the extent necessary to give effect to such covenant) and the representations and warranties set forth in this Agreement will merge on Closing and not survive.

Section 25 Termination.

This Agreement may, by notice in writing given at or prior to the completion of the transaction, be terminated:

- (a) by mutual consent of the Vendor and the Purchaser;
- (b) by the Purchaser if any of the conditions in Section 15(1) have not been satisfied as at the time specified for the satisfaction of such condition and the Purchaser has not waived such condition;
- (c) by the Vendor if any of the conditions in Section 15(2) have not been satisfied as at the date referred to in Section 15(2) and the Vendor has not waived such condition; or
- (d) by either party if:

- (i) any of the conditions precedent in Section 15(3) have not been satisfied as at the time specified for the satisfaction of such condition and the parties have not waived such condition; or
- (ii) if the Closing has not occurred on or prior to May 31, 2011, or on or before such later date as the parties agree to in writing, provided that a party may not terminate this Agreement under this Section if it has failed to perform any one or more of its obligations or covenants under this Agreement and the Closing has not occurred because of such failure.

Section 26 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 27 Enurement.

This Agreement shall become effective when executed by the Vendor and the Purchaser together with complete schedules thereto and after that time shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, personal legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by either party without the consent of the other party; provided the Purchaser may assign this Agreement to the Bank of Montreal without the consent of the Vendor effective on or after Closing.

Section 28 Public Announcements.

Other than any disclosure in the CCAA proceedings deemed necessary by the Vendor or the Monitor, no Party shall make any public statement or issue any press release concerning the transactions contemplated by this Agreement except as agreed by the Parties acting reasonably or as may be necessary, in the opinion of counsel to the Party making that disclosure, to comply with the requirements of all Applicable Law. If any public statement or release is so required, the Party making the disclosure shall consult with the other Party before making that statement or release.

Section 29 Entire Agreement.

This Agreement together with all schedules attached hereto constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, including the Original Agreement and the Extension Agreement, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter of this Agreement. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

Section 30 Waiver.

- (1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (2) No failure on the part of the Vendor or the Purchaser to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 31 Further Assurances.

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively transfer the Purchased Assets to the Purchaser and carry out the terms and conditions of this Agreement in accordance with their true intent.

Section 32 Severability.

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Section 33 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 34 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 35 French Language.

The parties hereto have requested that this Agreement be drafted in English only. *Les parties aux présentes ont demandé à ce que la présente convention soit rédigée en anglais seulement.*

Section 36 Statute References.

Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

Section 37 Headings.

The division of this Agreement into Sections, the insertion of headings is for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Agreement.

Section 38 References.

Where in this Agreement reference is made to an article or section, the reference is to an article or section in this Agreement unless the context indicates the reference is to some other agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto.

Section 39 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

Section 40 Use of the word "including" and "or" etc.

The word "includes" or "including" shall mean "includes without limitation" or "including without limitation", respectively. The word "or" is not exclusive.

Section 41 Business Days.

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day. All actions to be made or taken by a particular Business Day must be made or taken by no later than 4:30 p.m. (Toronto time) on a Business Day and any action made or taken thereafter shall be deemed to have been made and received on the next Business Day.

Section 42 Currency and Payment Obligations.

Except as otherwise expressly provided in this Agreement all dollar amounts referred to in this Agreement are stated in Canadian Dollars.

Section 43 Accounting Principles.

All calculations made or referred to herein shall be made in accordance with Canadian GAAP.

Section 44 Notice.

Any notice, direction or other communication given pursuant to this Agreement (each a "Notice") must be in writing, sent by personal delivery, courier, facsimile or email and addressed:

(a) To the Vendor:

(i) Prizm LP
101 Exchange Avenue
Vaughan, Ontario
L4K 5R6
Canada

Attention: Deborah Papernick
Facsimile: (416) 977-4860

Email: deborah.papernick@priszm.com

(ii) with a copy to the Vendor's solicitors:

Stikeman Elliott LLP
5300 commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Dee Rajpal
Facsimile: (416) 947-0866
Email: drajpal@stikeman.com

(iii) with a copy to the Monitor:

FTI Consulting Canada, Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P. O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Facsimile: 416-649-8101
Email: nigel.meakin@fticonsulting.com

and its counsel:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Marc Wasserman
Facsimile: 416-862-6666
Email: mwasserman@osler.com

(b) To Priszm Inc.:

(i) Priszm Inc.
101 Exchange Avenue
Vaughan, Ontario
L4K 5R6
Canada

Attention:
Facsimile:
Email:

- (ii) with a copy to Prizm Inc.'s solicitors:

Stikeman Elliott LLP
5300 commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Dee Rajpal
Facsimile: (416) 947-0866
Email: drajpal@stikeman.com

- (iii) with a copy to the Monitor:

FTI Consulting Canada, Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P. O. Box 104
Toronto, ON M5K 1G8

Attention: Nigel Meakin
Facsimile: 416-649-8101
Email: nigel.meakin@fticonsulting.com

- (c) To the Purchaser:

- (i) Soul Restaurants Canada Inc.

Attention: Aly Janmohamed
Email: aly@soulfoodsgroup.com

- (ii) with a copy to the Purchaser's solicitors:

Gardiner Roberts LLP
Suite 3100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y2

Attention: Arlene O'Neill
Facsimile: (416) 865-6636
Email: aoneill@gardiner-roberts.com

A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if transmitted by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (iv) if sent by email, when the sender receives an email from the recipient

acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement,

PRISZM LP,
by its general partner, PRISZM INC.
by 2279549 ONTARIO INC., solely in its
capacity as Chief Restructuring Officer,
and without personal or corporate
liability.

By: _____

Name: Deborah Ryznaruk

Title: CRO

PRISZM INC.
by 2279549 ONTARIO INC., solely in its
capacity as Chief Restructuring Officer,
and without personal or corporate
liability.

By: _____

Name: Deborah Ryznaruk

Title: CRO

SOUL RESTAURANTS CANADA INC.

By: Aly Jan Mohamed
Name: ALY JAN MOHAMED
Title: PRESIDENT

SCHEDULE "A"

DEFINED TERMS

"Accounts Receivable" has the meaning specified in Schedule "B"

"Advance Ruling Certificate" means an advance ruling certificate issued by the Commissioner of Competition pursuant to section 102 of the Competition Act with respect to the transaction contemplated hereby.

"Agreement" means this asset purchase agreement and all schedules and instruments in amendment or confirmation of it and the expression "Section" followed by a number means and refers to the specified Section of this Agreement.

"Applicable Law" " means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations, by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) policies, guidelines, notices and protocols, to the extent that they have the force of law.

"Assumed Liabilities" has the meaning specified in Section 7.

"Authorization" means, with respect to any Person, any order, permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"Books and Records" means all books of account, financial statements, tax records, audit working papers, general ledgers, personnel records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections and all other documents, files, correspondence, minute books and corporate records and other information (whether in written, printed, electronic or computer printout form) relating to the Purchased Assets.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"Closing" has the meaning specified in Section 18.

"Closing Date" has the meaning specified in Section 18.

"Closing Date Current Assets Amount" has the meaning specified in Section 10.

"Commissioner of Competition" means the Commissioner of Competition appointed pursuant to the Competition Act.

"Competition Act" means the *Competition Act* (Canada);

"Competition Act Approval" means:

(i) the issuance of an Advance Ruling Certificate and such Advance Ruling Certificate has not been rescinded prior to Closing; or

(ii) the parties have given the notice required under section 114 of the Competition Act with respect to the transaction contemplated hereby and the applicable waiting period under section 123 of the Competition Act has expired or been terminated in accordance with the Competition Act; or

(iii) the obligation to give the requisite notice has been waived pursuant to paragraph 13 (c) of the Competition Act,

and, in the case of (ii) or (iii), the parties has been advised in writing by the Commissioner of Competition or a person authorized by the Commissioner of Competition that, in effect, such person does not, at that time, have sufficient grounds on which to apply to the Competition Tribunal under section 92 of the Competition Act and, therefore, does not, at that time, intend to make such an application in respect of the Transaction ("no-action letter").

"Competition Tribunal" means the Competition Tribunal established under the Competition Tribunal Act (Canada).

"Condition Date" means May 18, 2011 at 12:00 p.m. (Toronto time).

"Contracts" means any contracts (except for the Master Franchise Agreement), licences, software licenses, undertakings, engagements or commitments of any nature, written or oral, to which the Vendor is a party.

"Court" means the Ontario Superior Court of Justice.

"Current Assets" means the dollar amount of current assets relating to the Purchased Assets as determined in accordance with this Agreement which shall comprise Inventories, Accounts Receivable, Restaurant Cash Float and any Prepaid Expenses.

"Current Assets Purchase Price Adjustment" has the meaning specified in Section 10.

"Current Assets Statement" has the meaning specified in Section 9.

"Current Liabilities" has the meaning specified in Section 7.

"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

"Deposit" has the meaning specified in Section 8.

"Designated Employees" means the employees currently employed by the Vendor at the Outlets, the managers employed by the General Partner with respect to the Outlets, and the Regional Directors of Operations, Area Managers, and Field Training Leaders employed by the General Partner with respect to the geographic area in which the Outlets are situated.

"Disclosure Letter" means the letter delivered to the Purchaser by the Vendor on or before January 10, 2011, as may be updated or amended from time to time.

"Employee Plans" means all employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, severance, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former employees, officers or directors of the Vendor maintained, sponsored or funded by the Vendor, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered.

"Environmental Law" means Applicable Law in respect of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances.

"Escrow Agreement" means the Escrow Agreement dated January 17, 2011, among the Vendor, the General Partner, the Purchaser, and Stikeman Elliott LLP, as escrow agent.

"Excluded Assets" has the meaning specified in Section 2(2).

"Franchise Agreement" means the separate and individual franchise agreement for each restaurant in the form of the International Franchise Agreement attached to the Master Franchise Agreement.

"Franchisor" means Yum! Restaurants International (Canada) LP, a limited partnership formed under the laws of the Province of Ontario.

"Governmental Entity" means (i) any multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"Hazardous Substance" means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual and includes any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any Environmental Law.

"Intellectual Property" means all right, title and interest of the Vendor in and to the "prizm" name, mark, logo and domain name and the right, title and interest of the Vendor

in all intellectual property related to the operation of the Vendor's call centre or online ordering system.

"Interim Period" means the period between the close of business on the date of this Agreement and the Closing.

"Inventories" has the meaning specified in Schedule "B"

"Landlords" means the landlords under the Leases.

"Landlord Consents" means the consents, to the extent required by the terms of the applicable Leases, of the applicable Landlords under said Leases for the assignment thereof by the Vendor to the Purchaser as contemplated by the terms of this Agreement.

"Leased Premises" means the lands and premises which are the subject of the Leases relating to the Outlets by reference to their municipal address.

"Leases" means the leases relating to the Outlets.

"Lien" means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"Master Franchise Agreement" means the master franchise agreement between the Vendor and the Franchisor dated as of November 9, 2003, as amended.

"Material Adverse Effect" means any effect that is, or could reasonably be expected to be, material and adverse to the operations, affairs, or condition (financial or otherwise) of the Purchased Assets during the Interim period, taken as a whole which alone or in the aggregate has an adverse effect on the Purchased Assets in excess of CDN\$2,500,000.

"Material Contracts" means those contracts specified in Schedule "I".

"Material Contract Consents" means the consent of the contracting parties to the assignment of any Material Contracts if (a) required by the terms of such Material Contract, and (b) the failure to obtain which would individually have a Material Adverse Effect on the Purchased Assets.

"Monitor" means FTI Canada Consulting Inc., as Court-appointed monitor of the Vendor.

"no-action letter" has the meaning specified in the definition of "Competition Act Approval."

"Occupation Agreement" means the Occupation Agreement between the Vendor and the Purchaser dated as of the date hereof.

"Ordinary Course" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the day-to-day operations of the Person.

"Outlets" means the outlets of the Vendor listed in Schedule "G".

"Outlet Software Licenses" means the licenses for software used exclusively at the Outlets.

"Outstanding Contract" has the meaning specified in Section 5.

"Outstanding Leases" has the meaning specified in Section 4.

"Permitted Encumbrances" means easements, encroachments, restrictions and other imperfections and matters of title which do not, individually or in the aggregate, materially impair the use of any real property.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in such capacity.

"Prepaid Expenses" means all prepaid expenses including prepaid taxes and rent, relating exclusively or primarily to the Purchased Assets, which shall include, without limitation, (i) expenses incurred by the Vendor in respect of any direct mailings scheduled for on or after April 29, 2011, and (ii) any deposit or like amounts paid for in the CCAA proceeding to suppliers in respect of supplies to the Outlets.

"Profit / Loss Statements" means the statements prepared by the Vendor in connection with the Outlets for the three year period ending on September 5, 2010, which statements documented the profits and losses of each Outlet.

"Purchase Price" has the meaning specified in Section 8(1).

"Purchased Assets" has the meaning specified in Section 2(1).

"Restaurant Cash Float" means the standard opening cash float and restaurant level petty cash float at each of the Outlets.

"Sale Approval Order" means an order issued by the Court approving this Agreement, the transactions contemplated by this Agreement, and vesting in the Purchaser all of the Vendor's right, title and interest in and to the Purchased Assets free and clear of all liens, charges, pledges, security interests and other encumbrances other than Permitted Encumbrances.

"Taxes" means all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment

insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Entity in respect thereof and whether disputed or not.

"Trade Fixtures" means the fixtures, shelves, counters, display units, refrigeration equipment, deep fryers, cooking equipment, video cameras and other fixtures used in connection with the operation of the Purchased Assets and which are owned or leased by the Vendor.

"Trade Union" means a national, international, provincial or local organization or association of employees, or a local or provincial branch of a national or international organization or association of employees in British Columbia, that has as one of its purposes a regulation of relations between employers and employees through collective bargaining, and any member or representative of the same, and includes a council of trade unions or a member or representative of a council of trade unions;

"Transferred Employees" means those Designated Employees who accept the Purchaser's offer of employment.

"UPGC Shares" has the meaning specified in Schedule "B".

SCHEDULE "B"

PURCHASED ASSETS

1. The Vendor's right, title and interest in and to the Leases and the Leased Premises;
2. The Master Franchise Agreement as it relates to the Outlets and the Franchise Agreement for each Outlet;
3. All machinery, equipment, tools, handling equipment, computer equipment, information systems, furniture, furnishings and all other accessories and supplies of all kinds owned by the Vendor and used exclusively or primarily in connection with the Purchased Assets or by the Transferred Employees;
4. All inventories of the Purchased Assets (the "Inventories"), including all food, food ingredients, packaging materials, paper products and miscellaneous consumable and non-consumable inventories of the Purchased Assets;
5. All accounts receivable, notes receivable and other debts due or accruing due to the Vendor in connection with the Purchased Assets (the "Accounts Receivable") and the full benefit of all security for the Accounts Receivable;
6. All Prepaid Expenses;
7. Subject to Section 3 of the Agreement, the full benefit of all Material Contracts;
8. All Authorizations, owned, held or used by the Vendor in connection with the Purchased Assets to the extent that they are transferable;
9. The Restaurant Cash Float;
10. The shares in the capital of UPGC, Inc. ("UPGC Shares") owned by the Vendor and directly related to the Outlets;
11. The Vendor's right, title and interest in and to the Outlet Software Licenses; and
12. Any and all right, title and interest of the Vendor in and to the Trade Fixtures.

SCHEDULE "C"

EXCLUDED ASSETS

1. Any cash, cash equivalents, securities or other short-term investments of the Vendor (other than, for greater certainty, the Restaurant Cash Float);
2. The original Books and Records;
3. The Intellectual Property;
4. The Master Franchise Agreement other than as the Master Franchise Agreement relates to the Outlets;
5. The Vendor's right, title and interest in and to all software and related software licenses and computer hardware not used directly and exclusively at the Outlets (which for greater certainty does not include the Outlet Software Licenses);
6. The Vendor's right, title and interest in and to the information and technology support and maintenance agreement between the Vendor and IBM;
7. The Vendor's right, title and interest in and to its proportionate share of the sales rebate to which it is entitled to from UPGC, Inc. for the period up to and prior to Closing;
8. The Vendor's right, title and interest in and to the agreement between the Vendor and Global Payments in respect of debit and credit card services;
9. Any real property related to the Purchased Assets;
10. All insurance policies of the Vendor;
11. All Employee Plans; and
12. Any and all assets not located at an Outlet or comprising a Purchased Asset.

SCHEDULE "D"

VENDOR'S REPRESENTATIONS AND WARRANTIES

1. Subject to the Sale Approval Order and authorization as is required by the Court, the execution, delivery and performance by the Vendor of this Agreement:
 - (a) has been duly authorized by all necessary corporate and other action on the part of the Vendor;
 - (b) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under, result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws; and
 - (c) will not result in the violation of any Law.
2. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligations of the Vendor, enforceable against it in accordance with its terms subject only to any limitation under Applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
3. The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
4. Since April 21, 2011, the business carried on at the Outlets has been carried on in the Ordinary Course.
5. The Vendor is conducting and has always conducted the business carried on with the Purchased Assets in compliance with all Applicable Laws of each jurisdiction in which the Outlets are located in all material respects.
6. Except for the Excluded Assets, the property and assets included in the Purchased Assets constitute all of the assets used by the Vendor in carrying on the business conducted with the Purchased Assets.
7. The Vendor has legal and beneficial ownership of the Purchased Assets.
8. The Profit / Loss Statements fairly present the financial position of the Outlets as at the date it is given.
9. The inventory included in the Purchased Assets, subject to a reasonable allowance for obsolete inventory, is good and usable and is capable of being processed and sold in the Ordinary Course at normal profit margins. The inventory levels of the Purchased Assets have been maintained at levels sufficient for the continuation of the business conducted with the Purchased Assets in the Ordinary Course.

10. Except as disclosed in the Disclosure Letter, the Vendor does not own or purport to own any real property related to the Outlets.
11. The Vendor is not a party to, or under any agreement to become a party to, any leases with respect to real property that is used or to be used in connection with the Purchased Assets other than the Leases.
12. The Vendor has provided to the Purchaser a summary of the Leases.
13. Except for such actions as are required or permitted by the terms of the Initial Order, with respect to each Lease (i) all rents and additional rents have been paid, (ii) no waiver, indulgence or postponement of the lessee's obligations has been granted by the lessor, and (iii) there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default under the Lease, other than any default resulting from the Vendor's insolvency, the filing for protection pursuant to the CCAA, or any Outlet upgrade that was not made.
14. The Vendor has made available to the Purchaser the Books and Records related to the Outlets.
15. The Material Contracts represent all of the contracts used in connection with the Purchased Assets, and each Material Contract is in full-force and effect and is unamended and there are no outstanding material defaults or breaches under any of the Material Contracts other than any default resulting from the Vendor's insolvency, the filing for protection pursuant to the CCAA, or as permitted or required by the terms of the Initial Order.
16. No material regulatory approval or filing with, notice to, or waiver from any Governmental Entity (other than the Sale Approval Order) is required to be obtained or made by the Vendor: (a) in connection with the execution and delivery of, and performance by the Vendor of its obligations under, this Agreement or the consummation of the transactions contemplated hereby; (b) to transfer any and all rights and benefits thereunder to the Purchaser; or (c) to permit the Purchaser to carry on the business carried on by the Vendor using the Purchased Assets after the Closing as such business is currently carried on by the Vendor.
17. Except as disclosed in the Disclosure Letter, (a) the Vendor is in compliance with all applicable Environmental Laws related to the Outlets in all material respects and (b) to the actual knowledge of the Vendor there are no material breaches of Environmental Laws with respect to any of the properties on which an Outlet is situated. Except as disclosed in the Disclosure Letter, there are no contaminants located in the ground or in groundwater under any of the Outlets except for contaminants in concentrations which would not exceed applicable cleanup or response thresholds.

18. Except as disclosed in the Disclosure Letter, there is no unfair labour practice complaint, grievance or arbitration proceeding, Employment Standards complaints under applicable legislation, court actions or human rights complaints whatsoever, by or involving any of the Designated Employees or former employee (where the former employee wishes to be reinstated) in progress or, to the knowledge of the Vendor, threatened against it.
19. The Vendor has provided to the Purchaser a complete and accurate list of the Designated Employees relating to the Purchased Assets as at the date it is given, which list contains the material terms related to such employment and agrees to update such list as at the Closing Date.
20. The Vendor has provided to the Purchaser a complete and accurate list and description of all Designated Employees as at the date it is given who are on long term disability, on an extended leave of absence or in receipt of workers' compensation benefits and agrees to update such list as at the Closing Date.
21. The Vendor has provided to the Purchaser a complete and accurate list and description of all collective agreements or other agreements with any Trade Union or employee association currently in force with Vendor or any associated or related company (within the meaning thereof under the Labour Relations Code (British Columbia) (whether or not the expiry date of any such agreement has passed) with respect to the Designated Employees.
22. The Vendor has provided to the Purchaser a complete list and description of the Employee Plans applicable to the Designated Employees, together with all amendments, which have been made to such plans since their inception and all of the employee benefit booklets relating thereto.
23. Except as disclosed in the Disclosure Letter, the Vendor is in compliance with all Applicable Laws respecting employment, employment practices and standards, terms and conditions of employment, wages and hours, occupational health and safety, human rights, labour relations, pay equity and workers' compensation, in each case, in all material respects except as is permitted or required under the terms of the Initial Order.
24. None of the Employees is in material violation of any noncompetition, non-solicitation, non-disclosure or any similar agreement with any third party.
25. No agent, broker, investment banker, financial advisor or other firm or Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with this Agreement or any of the transactions contemplated hereby except for such fees and commissions as will be paid by the Vendor at Closing without liability whatsoever to the Purchaser.

SCHEDULE "E"

PURCHASER'S REPRESENTATIONS AND WARRANTIES

1. The Purchaser has been duly incorporated and is validly subsisting under the laws of the jurisdiction of its incorporation, and has all requisite corporate capacity, power and authority to carry on its business as now conducted by it and to own its properties and assets and is qualified to carry on business under the laws of the jurisdictions where it carries on a material portion of its business.
2. The execution, delivery and performance by the Purchaser of this Agreement
 - (d) has been duly authorized by all necessary corporate action on the part of the Purchaser;
 - (e) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under, result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected; and
 - (f) will not result in the violation of any Law.
3. This Agreement has been duly executed and delivered by the Purchaser and constitute legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under Applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
4. The Purchaser has provided evidence to the Vendor that the Purchaser has, and will have at Closing all funds on hand necessary to pay the Purchase Price referred to in Section 8.
5. The Purchaser is a WTO Investor for the purposes of the *Investment Canada Act*.
6. The Purchaser is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada) and its GST number is 840671515RT0001.

SCHEDULE "F"
PURCHASE PRICE ALLOCATION PER OUTLET
(Attached)

Schedule F

Prov	Store	Address	City	LH	Equip	Franchise Rights	Goodwill	Total
QC	1207	195, rue Principale	Aylmer	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
QC	1208	347, bd. St-Joseph	Hull	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
QC	1209	258, rue Notre-Dame	Gatineau	\$ 197,511	\$ 169,295	\$ 112,863	\$ 84,647	\$ 564,316
QC	1210	164, bd. Greber (PFC/TB)	Gatineau	\$ 138,635	\$ 118,630	\$ 79,220	\$ 59,414	\$ 396,099
ON	1300	2000 Jane Street	North York	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1303	965 Dundas St. E.	Mississauga	\$ 133,930	\$ 114,797	\$ 76,531	\$ 57,399	\$ 382,657
ON	1304	1638 Avenue Road	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1305	3351 Lawrence Ave. E.	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1307	190 Queen St. E.	Brampton	\$ 57,782	\$ 49,528	\$ 33,018	\$ 24,764	\$ 165,092
ON	1309	563 Gerrard Street E.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1310	3495 Sheppard Ave. E.	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1311	2567 Eglinton Ave. E.	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1313	1265 Lawrence Ave. W.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1315	829 St. Clair Ave. W. (KFC/PH)	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1317	1760 Lawrence Ave. E.	Scarborough	\$ 110,984	\$ 95,129	\$ 63,419	\$ 47,564	\$ 317,096
ON	1322	1 Steeles Ave. E.	Brampton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1323	3517 Dundas St. W.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1325	2799 Kingston Road	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1326	9025 Torbram Rd	Brampton	\$ 98,793	\$ 84,680	\$ 56,453	\$ 42,339	\$ 282,265
ON	1327	1221 Dundas Street W.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1329	415 Mt. Pleasant Road	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1330	7161 Goreway Dr. (KFC/TB)	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1331	1338 Kennedy Road (KFC/TB)	Scarborough	\$ 39,522	\$ 33,876	\$ 22,584	\$ 16,937	\$ 112,919
ON	1333	466 Queen Street W. (KFC/TB)	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1334	636 Bloor Street W. (KFC/TB)	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1335	2774 Victoria Park	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1336	2500 Danforth Avenue	Toronto	\$ 81,288	\$ 69,675	\$ 46,450	\$ 34,838	\$ 232,251
ON	1338	2296 Eglinton Ave. W.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1339	2377 Finch Ave. W.	North York	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1340	1743 Albion Road (KFC/TB)	Etobicoke	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1344	891 Pape Avenue	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1345	655 Davis Drive	Newmarket	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1346	3015 Winston Churchill	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1347	5500 Lawrence Ave. E.	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1351	1630 Queen St. E.	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1355	5863 Highway #7	Markham	\$ 100,685	\$ 86,302	\$ 57,534	\$ 43,151	\$ 287,672
ON	1356	5109 Sheppard Ave. E.	Scarborough	\$ 45,188	\$ 38,732	\$ 25,822	\$ 19,366	\$ 129,108
ON	1357	2848 Ellesmere Road	Scarborough	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1360	1340 Kingston Rd. #1	Pickering	\$ 130,271	\$ 111,661	\$ 74,441	\$ 55,830	\$ 372,203
ON	1364	896 Burnhamthorpe Rd	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1365	1971 Finch Ave. W.	Downsview	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1367	60 Dundas St. E.	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1369	27 Ruth Ave., Heartlake	Brampton	\$ 34,006	\$ 29,148	\$ 19,432	\$ 14,573	\$ 97,159
ON	1371	4559 Hurontario St. Unit A7	Mississauga	\$ 41,186	\$ 35,302	\$ 23,535	\$ 17,650	\$ 117,673
ON	1372	973 Simcoe St. N.	Oshawa	\$ 107,485	\$ 92,130	\$ 61,420	\$ 46,064	\$ 307,099
ON	1373	474 Simcoe St. S.	Oshawa	\$ 118,808	\$ 101,835	\$ 67,890	\$ 50,918	\$ 339,451
ON	1374	574 King St. E.	Oshawa	\$ 116,400	\$ 99,771	\$ 66,514	\$ 49,886	\$ 332,571
ON	1377	15 Westney Rd.,	Ajax	\$ 389,845	\$ 334,153	\$ 222,769	\$ 167,077	\$ 1,113,844
ON	1378	25 Thickett Rd.	Whitby	\$ 47,923	\$ 41,077	\$ 27,585	\$ 20,539	\$ 136,924
ON	1380	9940 Airport Rd., Bldg. K (KFC/TB)	Brampton	\$ 382,290	\$ 327,677	\$ 218,451	\$ 163,838	\$ 1,092,256
ON	1385	10068 McLaughlin Road (KFC/TB)	Brampton	\$ 420,748	\$ 360,641	\$ 240,428	\$ 180,321	\$ 1,202,138
ON	1388	5322 Dundas Street West (KFC/TB)	Etobicoke	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1389	10594 Yonge Street (KFC/TB)	Richmond Hill	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1391	6277 Mississauga Road	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1392	6740 Meadowvale Town Centre	Mississauga	\$ 174,440	\$ 149,520	\$ 99,680	\$ 74,759	\$ 498,399
ON	1393	1070 Major Mackenzie Dr. E (KFC/TB)	Richmond Hill	\$ 184,045	\$ 157,753	\$ 105,168	\$ 78,876	\$ 525,842
ON	1394	3777 Keele Street (KFC/TB)	North York	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1396	2225 Erin Mills Pky (KFC/TB)	Mississauga	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1402	932 St. Laurent Blvd	Ottawa	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1405	1677 Bank St.	Ottawa	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1406	Hwy #31, 2919 Bank St.	Ottawa	\$ 75,207	\$ 64,463	\$ 42,976	\$ 32,232	\$ 214,878
ON	1407	1556 Merivale Road	Nepean	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1408	3780 Fallowfield Road, Unit 724	Nepean	\$ 160,965	\$ 137,970	\$ 91,980	\$ 68,986	\$ 459,901
ON	1409	4027 Innes Rd (KFC/TB)	Gloucester	\$ 133,292	\$ 114,251	\$ 76,167	\$ 57,125	\$ 380,835
ON	1410	21 Main St. E.	Smith Falls	\$ 70,529	\$ 60,453	\$ 40,302	\$ 30,226	\$ 201,510
ON	1411	41 Dufferin St.	Perth	\$ 36,642	\$ 31,407	\$ 20,938	\$ 15,703	\$ 104,690
ON	1412	415 Pembroke St. E.	Pembroke	\$ 141,756	\$ 121,505	\$ 81,003	\$ 60,733	\$ 405,017
ON	1413	70 Raglan St. S.	Renfrew	\$ 85,219	\$ 73,045	\$ 48,697	\$ 36,523	\$ 243,484
ON	1414	145 Madawaska Blvd	Arnprior	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1416	475 Hazeldean Rd. (KFC/TB)	Kanata	\$ 189,449	\$ 162,385	\$ 108,257	\$ 81,193	\$ 541,284
ON	1418	1943 Baseline Road	Ottawa	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1425	307 Cannon St. E.	Hamilton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1426	716 Main St. E.	Hamilton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1427	45 Parkdale Ave. N.	Hamilton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1428	1222 Barton St. E.	Hamilton	\$ 53,861	\$ 46,166	\$ 30,778	\$ 23,083	\$ 153,888
ON	1429	631 King St. W.	Hamilton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1430	133 Hwy 8	Stoney Creek	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1431	706 Queenston Road	Hamilton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1437	1072 Adelaide St. N.	London	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1438	1683 Dundas St.	London	\$ 100,456	\$ 86,105	\$ 57,403	\$ 43,053	\$ 287,017

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Prov	Store	Address	City	LH	Equip	Franchise Rights	Goodwill	Total
ON	1439	689 Hamilton Rd	London	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1442	850 Wellington Rd S.	London	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1444	1915 Hyde Park Road (KFC/TB)	London	\$ 115,562	\$ 99,053	\$ 66,035	\$ 49,527	\$ 330,177
ON	1445	1026 Wonderland Rd., S. (KFC/TB)	London	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1446	3006 Dougall Rd	Windsor	\$ 56,757	\$ 48,649	\$ 32,432	\$ 24,324	\$ 162,162
ON	1448	1916 Wyandotte St. W.	Windsor	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1449	1485 Erie St. E.	Windsor	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1450	4320 Tecumseh Rd E.	Windsor	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1452	27 Amy Croft Road	Windsor	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1500	315 Bayfield St. N. (KFC/TB)	Barrie	\$ 132,880	\$ 113,897	\$ 75,932	\$ 56,949	\$ 379,658
ON	1502	353 Duckworth St.	Barrie	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1504	70 First Street	Collingwood	\$ 33,889	\$ 29,048	\$ 19,365	\$ 14,523	\$ 96,825
ON	1505	375 King Street	Midland	\$ 115,956	\$ 99,391	\$ 66,260	\$ 49,695	\$ 331,302
ON	1506	786 Chemong Rd.	Peterborough	\$ 247,618	\$ 212,244	\$ 141,496	\$ 106,122	\$ 707,480
ON	1509	507 Division St.	Cobourg	\$ 39,594	\$ 33,938	\$ 22,625	\$ 16,969	\$ 113,126
ON	1510	63 Lindsay St. (KFC/TB)	Lindsay	\$ 141,724	\$ 121,478	\$ 80,985	\$ 60,738	\$ 404,925
ON	1511	209 King St.	Bowmanville	\$ 103,986	\$ 89,131	\$ 59,420	\$ 44,565	\$ 297,102
ON	1512	178 Front St.	Trenton	\$ 114,953	\$ 98,531	\$ 65,687	\$ 49,265	\$ 328,436
ON	1514	464 Dundas St.	Belleville	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1515	90 Main St.	Picton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1516	499 Dundas St. (Galt) (KFC/TB)	Cambridge	\$ 140,028	\$ 120,024	\$ 80,016	\$ 60,012	\$ 400,080
ON	1518	79 Charing Cross Street	Branford	\$ 118,900	\$ 101,914	\$ 67,943	\$ 50,956	\$ 339,713
ON	1519	27 Dalhousie Street	Branford	\$ 102,957	\$ 88,249	\$ 58,833	\$ 44,124	\$ 294,163
ON	1519	27 Dalhousie Street	Simcoe	\$ 137,020	\$ 117,446	\$ 78,297	\$ 58,722	\$ 391,485
ON	1520	474 Norfolk St. S.	Delhi	\$ 91,353	\$ 78,302	\$ 52,202	\$ 39,151	\$ 261,008
ON	1521	7 King St.	Alymer	\$ 71,255	\$ 61,076	\$ 40,717	\$ 30,539	\$ 203,587
ON	1522	80 Talbot St. W.	St. Thomas	\$ 197,726	\$ 169,480	\$ 112,986	\$ 84,740	\$ 564,932
ON	1523	979 Talbot St.	Leamington	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1525	134 Talbot St. W.	Chatham	\$ 71,533	\$ 61,314	\$ 40,876	\$ 30,657	\$ 204,380
ON	1527	541 Queen St.	Chatham	\$ 59,323	\$ 50,848	\$ 33,899	\$ 25,424	\$ 169,494
ON	1528	346 St. Clair St.	Wallaceburg	\$ 45,816	\$ 39,271	\$ 26,181	\$ 19,635	\$ 130,903
ON	1529	1314 Dufferin St.	Tilbury	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1530	5 Mill St. W.	Sudbury	\$ 132,665	\$ 113,713	\$ 75,809	\$ 56,856	\$ 379,043
ON	1532	1300 LaSalle Blvd	Sudbury	\$ 135,272	\$ 115,947	\$ 77,298	\$ 57,973	\$ 386,490
ON	1533	1341 Martindale Rd	Chelmsford	\$ 70,189	\$ 60,162	\$ 40,108	\$ 30,082	\$ 200,541
ON	1535	405 Cote' Blvd., Box 10.	Val Caron	\$ 55,765	\$ 47,798	\$ 31,866	\$ 23,899	\$ 159,328
ON	1536	1657 Main St. West.	Thunder Bay	\$ 394,345	\$ 338,010	\$ 225,340	\$ 169,005	\$ 1,126,700
ON	1537	2013 Arthur St. E.	Thunder Bay	\$ 157,829	\$ 135,282	\$ 90,188	\$ 67,642	\$ 450,941
ON	1538	825 Red River Rd	Thunder Bay	\$ 191,098	\$ 163,798	\$ 109,199	\$ 81,898	\$ 545,993
ON	1539	319 N. Cumberland St.	Dryden	\$ 183,404	\$ 157,203	\$ 104,802	\$ 78,601	\$ 524,010
ON	1540	136 Grand Trunk Ave.	Sault St. Marie	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1541	161 Trunk Road	Sault St. Marie	\$ 132,559	\$ 113,622	\$ 75,748	\$ 56,811	\$ 378,740
ON	1542	389 Great Northern Rd (KFC/TB)	Guelph	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1543	50 Wellington St.	Guelph	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1544	620 Scottsdale Dr.	Owen Sound	\$ 106,849	\$ 91,585	\$ 61,056	\$ 45,792	\$ 305,282
ON	1545	1001 3rd Avenue East	Fergus	\$ 47,448	\$ 40,670	\$ 27,113	\$ 20,336	\$ 135,567
ON	1546	675 St. David Street	St. Catharines	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1547	379 Ontario Street (KFC/TB)	St. Catharines	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1548	60 Hartzell Road	St. Catharines	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1549	Linwell Plaza 486-500 Grantham Ave.	Niagara Falls	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1552	3567 Portage Road	Dunnville	\$ 40,624	\$ 34,820	\$ 23,214	\$ 17,410	\$ 116,068
ON	1554	322 Argyle Street South	Caledonia	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1555	1245 Brookdale Ave.	Cornwall	\$ 176,871	\$ 151,604	\$ 101,069	\$ 75,802	\$ 505,346
ON	1556	1326 Second St.	Cornwall	\$ 48,113	\$ 41,240	\$ 27,493	\$ 20,621	\$ 137,467
ON	1557	827 McGill St.	Hawkesbury	\$ 170,047	\$ 145,754	\$ 97,170	\$ 72,877	\$ 485,848
ON	1559	28 Dumfries St.	Paris	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1561	644 Yonge Street (KFC/TB)	Barrie	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1564	38 Broadway Avenue (KFC/TB)	Orangeville	\$ 160,078	\$ 137,210	\$ 91,473	\$ 68,606	\$ 457,367
BC	1800	5094 Kingsway	Burnaby	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1802	1147 Davie Street	Vancouver	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1803	726 - 6th Street	New Westminster	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1807	10565 King George Hwy	Surrey	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1808	6487 Knight Street	Vancouver	\$ 145,322	\$ 124,562	\$ 83,041	\$ 62,281	\$ 415,206
BC	1811	2255 Lonsdale Avenue	North Vancouver	\$ 100,248	\$ 85,927	\$ 57,285	\$ 42,964	\$ 286,424
BC	1813	22219 Lougheed Hwy (KFC/TB)	Maple Ridge	\$ 136,786	\$ 117,245	\$ 78,163	\$ 58,622	\$ 390,816
BC	1814	2190 Kingsway	Vancouver	\$ 82,975	\$ 71,121	\$ 47,414	\$ 35,561	\$ 237,071
BC	1815	1531 Johnston Rd	White Rock	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1818	9056 - 152nd Street (KFC/TB)	Surrey	\$ 180,048	\$ 154,327	\$ 102,885	\$ 77,164	\$ 514,424
BC	1819	602 Clarke Rd	Coquitlam	\$ 40,284	\$ 34,529	\$ 23,020	\$ 17,265	\$ 115,098
BC	1820	13577 - 73rd Avenue (KFC/TB)	Surrey	\$ 34,748	\$ 29,784	\$ 19,856	\$ 14,893	\$ 99,281
BC	1823	32843 South Fraser Way	Abbotsford	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1824	795 East Broadway	Vancouver	\$ 64,160	\$ 54,994	\$ 36,663	\$ 27,496	\$ 183,313
BC	1826	45843 Yale Road W.	Chilliwack	\$ 55,947	\$ 47,955	\$ 31,970	\$ 23,977	\$ 159,849
BC	1827	6 - 8751 No. 1 Road	Richmond	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1828	19971 - 64th Avenue (KFC/TB)	Langley	\$ 127,659	\$ 109,422	\$ 72,948	\$ 54,710	\$ 364,739
BC	1832	45367 Luckakuck Way (KFC/TB)	Sardis	\$ 108,568	\$ 93,058	\$ 62,039	\$ 46,529	\$ 310,194
BC	1835	20177 88th Avenue, R.R.# 15	Langley	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1836	#208 - 10111 No. 3 Road	Richmond	\$ 74,835	\$ 64,144	\$ 42,763	\$ 32,071	\$ 213,813
BC	1837	2677 Clearbrook Rd.	Clearbrook	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1838	12121 - 72nd Avenue	Surrey	\$ 125,082	\$ 107,213	\$ 71,475	\$ 53,606	\$ 357,376

Schedule F

Prov	Store	Address	City	LH	Equip	Franchise Rights	Goodwill	Total
BC	1839	Pinetree Village 1-2991 Loughead Hwy. (KFC/TB)	Coquitlam	\$ 108,688	\$ 93,161	\$ 62,108	\$ 46,581	\$ 310,538
BC	1840	#101-8737 120 St. (KFC/TB)	Delta	\$ 75,132	\$ 64,399	\$ 42,932	\$ 32,199	\$ 214,662
BC	1860	1555 Hillside Avenue	Victoria	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1861	3140 Douglas Street	Victoria	\$ 40,419	\$ 34,645	\$ 23,097	\$ 17,322	\$ 115,483
BC	1862	731 Goldstream Avenue	Victoria	\$ 133,032	\$ 114,027	\$ 76,018	\$ 57,013	\$ 380,090
BC	1870	1897 Main Street (KFC/TB)	Ferniection	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1872	4102 Redford Street	Port Alberni	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1874	3110 - 32nd Street	Vernon	\$ 51,008	\$ 43,721	\$ 29,147	\$ 21,860	\$ 145,736
BC	1875	855 - 8th Street	North Kamloops	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1876	902 Island Hwy.	Campbell River	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1877	4750 Lakelse Avenue (KFC/TB)	Terrace	\$ 56,810	\$ 48,695	\$ 32,463	\$ 24,347	\$ 162,315
BC	1882	230 N.E. Ross Street	Salmon Arm	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1883	310 Oliver Street	Williams Lake	\$ 52,480	\$ 44,983	\$ 29,989	\$ 22,491	\$ 149,943
BC	1886	520 Cranbrook Street	Cranbrook	\$ 116,753	\$ 100,074	\$ 66,716	\$ 50,038	\$ 333,581
BC	1887	555 Notre Dame Dr (KFC/TB)	Kamloops	\$ 115,201	\$ 98,744	\$ 65,829	\$ 49,373	\$ 329,147
BC	1888	520 Hwy. 33 West (KFC/TB)	Kelowna	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
BC	1890	6896 Island Hwy. N. (KFC/TB)	North Nanaimo	\$ 118,756	\$ 101,791	\$ 67,861	\$ 50,895	\$ 339,303
BC	1891	#3 - 3151 Lakeshore Rd	Kelowna	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1909	SCARBOROUGH TOWN CENTRE #286 - 300 Borough Drive	Scarborough	\$ 219,536	\$ 188,174	\$ 125,449	\$ 94,087	\$ 627,246
ON	1910	BRAMALEA CITY CENTRE 25 Peel Centre Dr.	Brampton	\$ 72,818	\$ 62,415	\$ 41,610	\$ 31,208	\$ 208,051
ON	1918	SQUARE ONE 100 City Center Dr.	Mississauga	\$ 155,187	\$ 133,017	\$ 88,678	\$ 66,509	\$ 443,391
ON	1919	DEVONSHIRE 3100 Howard Ave.	Windsor	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1920	RIDEAU CENTER 50 Rideau St	Ottawa	\$ 140,959	\$ 120,822	\$ 80,548	\$ 60,410	\$ 402,739
ON	1921	TORONTO EATON CENTRE 220 Yonge Street	Toronto	\$ 114,321	\$ 97,990	\$ 65,326	\$ 48,995	\$ 326,632
ON	1926	DUFFERIN MALL 900 Dufferin Street	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1927	FAIRVIEW MALL 1800 Sheppard Ave. E.	North York	\$ 108,577	\$ 93,066	\$ 62,044	\$ 46,533	\$ 310,220
ON	1931	SCOTIA PLAZA 40 King Street W., Box 526	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	1932	YORKDALE PLAZA 3401 Dufferin St.	North York	\$ 162,220	\$ 139,046	\$ 92,697	\$ 69,524	\$ 463,487
ON	1933	MARKVILLE UNIT 5000 Hwy 7 E. #261	Markham	\$ 48,970	\$ 41,974	\$ 27,983	\$ 20,987	\$ 139,914
ON	1940	COLLEGE PARK 444 Yonge Street (KFC/TB)	Toronto	\$ 177,050	\$ 151,757	\$ 101,171	\$ 75,878	\$ 505,856
ON	1943	YORK UNIVERSITY 4700 Keele St. (KFC/TB)	North York	\$ 50,384	\$ 43,186	\$ 28,791	\$ 21,592	\$ 143,953
ON	1950	Shoppers World 499 Main St. Unit #56 (KFC/TB)	Brampton	\$ 66,540	\$ 57,035	\$ 38,023	\$ 28,517	\$ 190,115
ON	1951	Promenade Mall, 1 Promenade Circle Units F113 & SCL13 (KFC/TB)	Thornhill	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	4409	919 Industrial Avenue (3n1 - PH/TB/KFC) <6400>	Ottawa	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	4518	1 Richmond Street (PH/KFC)	Napanee	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	6307	730 Yonge Street (TB/KFC) (MALL)	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	6311	1610 The Queensway (TB/KFC)	Etobicoke	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	6314	7028 Yonge Street (TB/KFC)	Thornhill	\$ 131,271	\$ 112,518	\$ 75,012	\$ 56,258	\$ 375,059
ON	6315	230 Queen Street East (TB)	Brampton	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	6316	16599 Yonge Street (TB/KFC)	Newmarket	\$ 137,145	\$ 117,553	\$ 78,368	\$ 58,776	\$ 391,842
ON	6317	900 Dufferin Rd. Building B (3n1 - TB/PH/KFC)	Toronto	\$ 10,171	\$ 8,718	\$ 5,812	\$ 4,360	\$ 29,061
ON	6502	336 Front Street North (TB/KFC 1513)	Belleville	\$ 319,867	\$ 274,172	\$ 182,781	\$ 137,087	\$ 913,907
ON	6504	595 Lansdowne Avenue (TB/KFC)	Peterborough	\$ 193,782	\$ 166,099	\$ 110,732	\$ 83,049	\$ 553,662
ON	6901	DEVONSHIRE MALL, 3100 Howard Ave. (TB) (MALL)	Windsor	\$ 53,690	\$ 46,020	\$ 30,680	\$ 23,010	\$ 153,400
204 TOTAL				\$ 13,824,972	\$ 11,849,975	\$ 7,899,960	\$ 5,925,073	\$ 39,500,000

SCHEDULE "G"

OUTLETS

(Attached)

SCHEDULE "G"

OUTLETS

	Prov	Store	Address	City
1.	QC	1207	195, rue Principale	Aylmer
2.	QC	1208	347, bd. St-Joseph	Hull
3.	QC	1209	258, rue Notre-Dame	Gatineau
4.	QC	1210	164, bd. Greber (PFK/TB)	Gatineau
5.	ON	1300	2000 Jane Street	North York
6.	ON	1303	965 Dundas St. E.	Mississauga
7.	ON	1304	1638 Avenue Road	Toronto
8.	ON	1305	3351 Lawrence Ave. E.	Scarborough
9.	ON	1307	190 Queen St. E.	Brampton
10.	ON	1309	563 Gerrard Street E.	Toronto
11.	ON	1310	3495 Sheppard Ave. E.	Scarborough
12.	ON	1311	2567 Eglinton Ave. E.	Scarborough
13.	ON	1313	1265 Lawrence Ave. W.	Toronto
14.	ON	1315	829 St. Clair Ave. W. (KFC/PH)	Toronto
15.	ON	1317	1760 Lawrence Ave. E.	Scarborough
16.	ON	1322	1 Steeles Ave. E.	Brampton
17.	ON	1323	3517 Dundas St. W.	Toronto
18.	ON	1325	2799 Kingston Road	Scarborough
19.	ON	1326	9025 Torbram Rd	Brampton
20.	ON	1327	1221 Dundas Street W.	Toronto
21.	ON	1329	415 Mt. Pleasant Road	Toronto
22.	ON	1330	7161 Goreway Dr. (KFC/TB)	Mississauga
23.	ON	1331	1338 Kennedy Road (KFC/TB)	Scarborough

24.	ON	1333	466 Queen Street W. (KFC/TB)	Toronto
25.	ON	1334	636 Bloor Street W. (KFC/TB)	Toronto
26.	ON	1335	2774 Victoria Park	Toronto
27.	ON	1336	2500 Danforth Avenue	Toronto
28.	ON	1338	2296 Eglinton Ave. W.	Toronto
29.	ON	1339	2377 Finch Ave. W.	North York
30.	ON	1340	1743 Albion Road (KFC/TB)	Etobicoke
31.	ON	1344	891 Pape Avenue	Toronto
32.	ON	1345	655 Davis Drive	Newmarket
33.	ON	1346	3015 Winston Churchill	Mississauga
34.	ON	1347	5500 Lawrence Ave. E.	Scarborough
35.	ON	1351	1630 Queen St. E.	Toronto
36.	ON	1355	5863 Highway #7	Markham
37.	ON	1356	5109 Sheppard Ave. E.	Scarborough
38.	ON	1357	2848 Ellesmere Road	Scarborough
39.	ON	1360	1340 Kingston Rd. #1	Pickering
40.	ON	1364	896 Burnhamthorpe Rd	Mississauga
41.	ON	1365	1971 Finch Ave. W.	Downsview
42.	ON	1367	60 Dundas St. E.	Mississauga
43.	ON	1369	27 Ruth Ave., Heartlake	Brampton
44.	ON	1371	4559 Hurontario St. Unit A7	Mississauga
45.	ON	1372	973 Simcoe St. N.	Oshawa
46.	ON	1373	474 Simcoe St. S.	Oshawa
47.	ON	1374	574 King St. E.	Oshawa
48.	ON	1377	15 Westney Rd.,	Ajax

49.	ON	1378	25 Thickson Rd.	Whitby
50.	ON	1380	9940 Airport Rd., Bldg. K (KFC/TB)	Brampton
51.	ON	1385	10068 McLaughlin Road (KFC/TB)	Brampton
52.	ON	1388	5322 Dundas Street West (KFC/TB)	Etobicoke
53.	ON	1389	10594 Yonge Street (KFC/TB)	Richmond Hill
54.	ON	1391	6277 Mississauga Road	Mississauga
55.	ON	1392	6740 Meadowvale Town Centre	Mississauga
56.	ON	1393	1070 Major Mackenzie Dr. E (KFC/TB)	Richmond Hill
57.	ON	1394	3777 Keele Street (KFC/TB)	North York
58.	ON	1396	2225 Erin Mills Pky (KFC/TB)	Mississauga
59.	ON	1402	932 St. Laurent Blvd	Ottawa
60.	ON	1405	1677 Bank St.	Ottawa
61.	ON	1406	Hwy #31, 2919 Bank St.	Ottawa
62.	ON	1407	1556 Merivale Road	Nepean
63.	ON	1408	3780 Fallowfield Road, Unit 724	Nepean
64.	ON	1409	4027 Innes Rd (KFC/TB)	Gloucester
65.	ON	1410	21 Main St. E.	Smith Falls
66.	ON	1411	41 Dufferin St.	Perth
67.	ON	1412	415 Pembroke St. E.	Pembroke
68.	ON	1413	70 Raglan St. S.	Renfrew
69.	ON	1414	145 Madawaska Blvd	Arnprior
70.	ON	1416	475 Hazeldean Rd. (KFC/TB)	Kanata
71.	ON	1418	1943 Baseline Road	Ottawa
72.	ON	1425	307 Cannon St. E.	Hamilton
73.	ON	1426	716 Main St. E.	Hamilton

74.	ON	1427	45 Parkdale Ave. N.	Hamilton
75.	ON	1428	1222 Barton St. E.	Hamilton
76.	ON	1429	631 King St. W.	Hamilton
77.	ON	1430	133 Hwy 8	Stoney Creek
78.	ON	1431	706 Queenston Road	Hamilton
79.	ON	1437	1072 Adelaide St. N.	London
80.	ON	1438	1683 Dundas St.	London
81.	ON	1439	689 Hamilton Rd	London
82.	ON	1442	850 Wellington Rd S.	London
83.	ON	1444	1915 Hyde Park Road (KFC/TB)	London
84.	ON	1445	1026 Wonderland Rd., S. (KFC/TB)	London
85.	ON	1446	3006 Dougall Rd	Windsor
86.	ON	1448	1916 Wyandotte St. W.	Windsor
87.	ON	1449	1485 Erie St. E.	Windsor
88.	ON	1450	4320 Tecumseh Rd E.	Windsor
89.	ON	1452	27 Amy Croft Road	Windsor
90.	ON	1500	315 Bayfield St. N. (KFC/TB)	Barrie
91.	ON	1502	353 Duckworth St.	Barrie
92.	ON	1504	70 First Street	Collingwood
93.	ON	1505	375 King Street	Midland
94.	ON	1506	786 Chemong Rd.	Peterborough
95.	ON	1509	507 Division St.,	Cobourg
96.	ON	1510	63 Lindsay St. (KFC/TB)	Lindsay
97.	ON	1511	209 King St.,	Bowmanville
98.	ON	1512	178 Front St.,	Trenton

99.	ON	1514	464 Dundas St.	Belleville
100.	ON	1515	90 Main St.	Picton
101.	ON	1516	499 Dundas St. (Galt) (KFC/TB)	Cambridge
102.	ON	1518	79 Charing Cross Street	Brantford
103.	ON	1519	27 Dalhousie Street	Brantford
104.	ON	1520	474 Norfolk St. S.	Simcoe
105.	ON	1521	7 King St.	Delhi
106.	ON	1522	80 Talbot St. W.	Alymer
107.	ON	1523	979 Talbot St.	St. Thomas
108.	ON	1525	134 Talbot St. W.	Leamington
109.	ON	1527	541 Queen St.	Chatham
110.	ON	1528	346 St. Clair St.	Chatham
111.	ON	1529	1314 Dufferin St.	Wallaceburg
112.	ON	1530	5 Mill St. W.	Tilbury
113.	ON	1532	1300 LaSalle Blvd	Sudbury
114.	ON	1533	1341 Martindale Rd	Sudbury
115.	ON	1535	405 Cote' Blvd., Box 10.	Chelmsford
116.	ON	1536	1657 Main St. West.	Val Caron
117.	ON	1537	2013 Arthur St. E.	Thunder Bay
118.	ON	1538	825 Red River Rd	Thunder Bay
119.	ON	1539	319 N. Cumberland St.	Thunder Bay
120.	ON	1540	136 Grand Trunk Ave.	Dryden
121.	ON	1541	161 Trunk Road	Sault St. Marie
122.	ON	1542	389 Great Northern Rd (KFC/TB)	Sault St. Marie
123.	ON	1543	50 Wellington St.	Guelph

124.	ON	1544	620 Scottsdale Dr.	Guelph
125.	ON	1545	1001 3rd Avenue East	Owen Sound
126.	ON	1546	675 St. David Street	Fergus
127.	ON	1547	379 Ontario Street (KFC/TB)	St. Catharines
128.	ON	1548	60 Hartzell Road	St. Catharines
129.	ON	1549	Linwell Plaza 486-500 Grantham Ave.	St. Catharines
130.	ON	1552	3567 Portage Road	Niagara Falls
131.	ON	1553	311 Main Street	Dunnville
132.	ON	1554	322 Argyle Street South	Caledonia
133.	ON	1555	1245 Brookdale Ave.	Cornwall
134.	ON	1556	1326 Second St.	Cornwall
135.	ON	1557	827 McGill St.	Hawkesbury
136.	ON	1559	28 Dumfries St.	Paris
137.	ON	1561	644 Yonge Street (KFC/TB)	Barrie
138.	ON	1564	38 Broadway Avenue (KFC/TB)	Orangeville
139.	BC	1800	5094 Kingsway	Burnaby
140.	BC	1802	1147 Davie Street	Vancouver
141.	BC	1803	726 - 6th Street	New Westminster
142.	BC	1807	10565 King George Hwy	Surrey
143.	BC	1808	6487 Knight Street	Vancouver
144.	BC	1811	2255 Lonsdale Avenue	North Vancouver
145.	BC	1813	22219 Lougheed Hwy (KFC/TB)	Maple Ridge
146.	BC	1814	2190 Kingsway	Vancouver
147.	BC	1815	1531 Johnston Rd	White Rock
148.	BC	1818	9056 - 152nd Street (KFC/TB)	Surrey

149.	BC	1819	602 Clarke Rd	Coquitlam
150.	BC	1820	13577 - 73rd Avenue (KFC/TB)	Surrey
151.	BC	1823	32843 South Fraser Way	Abbotsford
152.	BC	1824	795 East Broadway	Vancouver
153.	BC	1826	45843 Yale Road W.	Chilliwack
154.	BC	1827	6 - 8751 No. 1 Road	Richmond
155.	BC	1828	19971 - 64th Avenue (KFC/TB)	Langley
156.	BC	1832	45367 Luckakuck Way (KFC/TB)	Sardis
157.	BC	1835	20177 88th Avenue, R.R.# 15	Langley
158.	BC	1836	#208 - 10111 No. 3 Road	Richmond
159.	BC	1837	2677 Clearbrook Rd.	Clearbrook
160.	BC	1838	12121 - 72nd Avenue	Surrey
161.	BC	1839	Pinetree Village 1-2991 Loughead Hwy. (KFC/TB)	Coquitlam
162.	BC	1840	#101-8737 120 St. (KFC/TB)	Delta
163.	BC	1860	1555 Hillside Avenue	Victoria
164.	BC	1861	3140 Douglas Street	Victoria
165.	BC	1862	731 Goldstream Avenue	Victoria
166.	BC	1870	1897 Main Street (KFC/TB)	Penticton
167.	BC	1872	4102 Redford Street	Port Alberni
168.	BC	1874	3110 - 32nd Street	Vernon
169.	BC	1875	855 - 8th Street	North Kamloops
170.	BC	1876	902 Island Hwy.	Campbell River
171.	BC	1877	4750 Lakelse Avenue (KFC/TB)	Terrace
172.	BC	1882	230 N.E. Ross Street	Salmon Arm
173.	BC	1883	310 Oliver Street	Williams Lake

174.	BC	1886	520 Cranbrook Street	Cranbrook
175.	BC	1887	555 Notre Dame Dr (KFC/TB)	Kamloops
176.	BC	1888	520 Hwy. 33 West (KFC/TB)	Kelowna
177.	BC	1890	6896 Island Hwy. N. (KFC/TB)	North Nanaimo
178.	BC	1891	#3 - 3151 Lakeshore Rd	Kelowna
179.	ON	1909	SCARBOROUGH TOWN CENTRE #286 - 300 Borough Drive	Scarborough
180.	ON	1910	BRAMALEA CITY CENTRE 25 Peel Centre Dr.	Brampton
181.	ON	1918	SQUARE ONE 100 City Center Dr.	Mississauga
182.	ON	1919	DEVONSHIRE 3100 Howard Ave.	Windsor
183.	ON	1920	RIDEAU CENTER 50 Rideau St	Ottawa
184.	ON	1921	TORONTO EATON CENTRE 220 Yonge Street	Toronto
185.	ON	1926	DUFFERIN MALL 900 Dufferin Street	Toronto
186.	ON	1927	FAIRVIEW MALL 1800 Sheppard Ave. E.	North York
187.	ON	1931	SCOTIA PLAZA 40 King Street W., Box 526	Toronto
188.	ON	1932	YORKDALE PLAZA 3401 Dufferin St.	North York
189.	ON	1933	MARKVILLE UNIT 5000 Hwy 7 E. #261	Markham
190.	ON	1940	COLLEGE PARK 444 Yonge Street (KFC/TB)	Toronto
191.	ON	1943	YORK UNIVERSITY 4700 Keele St. (KFC/TB)	North York
192.	ON	1950	Shoppers World 499 Main St. Unit #56 (KFC/TB)	Brampton
193.	ON	1951	Promenade Mall, 1 Promenade Circle Units F113 & SC13 (KFC/TB)	Thornhill
194.	ON	4409	919 Industrial Avenue (3n1 - PH/TB/KFC) <6400>	Ottawa
195.	ON	4518	1 Richmond Street (PH/KFC)	Napanee
196.	ON	6307	730 Yonge Street (TB/KFC) (MALL)	Toronto
197.	ON	6311	1610 The Queensway (TB/KFC)	Etobicoke
198.	ON	6314	7028 Yonge Street (TB/KFC)	Thornhill

199.	ON	6315	230 Queen Street East (TB)	Brampton
200.	ON	6316	16599 Yonge Street (TB/KFC)	Newmarket
201.	ON	6317	900 Dufferin Rd. Building B (3n1 - TB/PH/KFC)	Toronto
202.	ON	6502	336 Front Street North (TB/KFC 1513)	Belleville
203.	ON	6504	595 Lansdowne Avenue (TB/KFC)	Peterborough
204.	ON	6901	DEVONSHIRE MALL 3100 Howard Ave. (TB) (MALL)	Windsor

SCHEDULE "H"
SALE APPROVAL ORDER
(Attached)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ●) ●DAY, THE ●
JUSTICE ●) DAY OF MAY, 2011

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF PRISZM INCOME FUND, PRISZM CANADIAN OPERATING TRUST,
PRISZM INC. AND KIT FINANCE INC.

(the "Applicants")

APPROVAL AND VESTING ORDER
(Re Sale to Soul Restaurants Canada Inc.)

THIS MOTION, made by Prizm Income Fund, Prizm Canadian Operating Trust, Prizm Inc., Prizm LP and Kit Finance Inc. (collectively, the "Prizm Entities") for an order approving the sale transaction (the "Soul Transaction") contemplated by the Amended and Restated Asset Purchase Agreement (the "Soul Agreement") between Prizm LP (the "Vendor"), Prizm Inc. and Soul Restaurants Canada Inc. (formerly 7716443 Canada Inc.) (the "Purchaser") dated May 6, 2011, appended to the Affidavit of Deborah Papernick sworn May ●, 2011 (the "May ● Affidavit") as Exhibit "●", approving certain related agreements, and vesting in the Purchaser the Vendor's right,

title and interest in and to the Purchased Assets, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the May • Affidavit, the Second Report of FTI Consulting Canada Inc., in its capacity as the Court-appointed Monitor of the Prizm Entities (the "Monitor") and the Confidential Supplement thereto (the "Confidential Supplement"), and on hearing the submissions of counsel for the Prizm Entities, the Monitor, the Purchaser, Yum! Restaurants International (Canada) Company, Prudential Investment Management, Inc. [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the Service List, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that any defined term used but not defined herein shall have the meaning ascribed to such term in the Soul Agreement.

2. THIS COURT ORDERS AND DECLARES that the Soul Transaction, the Soul Agreement, the Transition Services Agreement and the Occupation Agreement (as defined in and in the forms attached to the May • Affidavit as Exhibits "•" and "•", respectively) are hereby approved. The Prizm Entities and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Soul Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Monitor's Certificate"), all of the Vendor's right, title and interest in and to the Purchased Assets shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Amended and Restated Initial Order of the Honourable Madam Justice Mesbur dated April 29, 2011, or any subsequent charges that may be granted by the Court; (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Civil Code of Québec*, and the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and, for greater certainty, this Court orders that all of the encumbrances or charges affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that on Closing the Purchaser shall pay the Purchase Price to the Monitor (less the Deposit which has previously been paid to the Monitor). After receipt of the Purchase Price, the Monitor shall:

- (a) pay from the Purchase Price to Yum! Restaurants International (Canada) Company [\$7.3 million], in respect of pre-filing monetary obligations owed under the Franchise Agreement (as defined below) in connection with the assignment of the outlets to the Purchaser;
- (b) pay from the Purchase Price to Yum! Restaurants International (Canada) Company [\$2.2 million], in respect of unpaid post-filing continuing fees (exclusive of interest) accrued with respect to the Purchased Assets;
- (c) pay from the Purchase Price to the Purchaser or, at its direction, Bank of Montreal when due any refunds and other amounts referred to in paragraph 5; and
- (d) hold the remainder of the Purchase Price subject to this Order and further Order of this Court.

5. **THIS COURT ORDERS** that any refund of a portion of the Purchase Price to the Purchaser, or at its direction Bank of Montreal, pursuant to Section 8(8) of the Soul Agreement, any Current Assets Purchase Price Adjustment in favour of the Purchaser, and any reimbursement of Occupation Costs pursuant to Section 2 of the Occupation Agreement, shall be paid by the Monitor to the Purchaser or, at its direction, the Bank of Montreal from the Purchase Price being held by the Monitor pursuant to Section 4 hereof in priority to any other payment from such funds or any Claim (including any

Claim by a Chargee (as defined in the Amended and Restated Initial Order of the Honourable Mr. Justice Mesbur dated Friday, April 29, 2011)).

6. **THIS COURT ORDERS** that for purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets held by the Monitor, after payment in full of any refunds and other payments to the Purchaser (or, at its direction, Bank of Montreal) from the Purchase Price described in paragraph 5 hereof, shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims, charges and encumbrances shall attach to the net proceeds from the sale of the Purchased Assets, subject to paragraph 5 hereof, with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Purchaser regarding fulfillment of conditions to closing under the Soul Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

9. THIS COURT ORDERS that the Prizm Entities and the Guarantors (as such term is defined and utilized in the Master Franchise Agreement effective November 10, 2003, including each of the separate and individual franchise agreements for each of the outlets being transferred to the Purchaser, in the form of the International Franchise Agreement attached to the Master Franchise Agreement, that the Franchisor and Prizm LP are deemed to have executed, as amended by the Master Franchise Agreement Amendment Agreement dated November 25, 2009 between Prizm LP and the Franchisor (the "Franchise Agreement")), including, without limitation, Prizm Fund, Prizm Canadian Operating Trust, Kit Inc., Prizm Brandz LP, any person holding 20% or more of the issued and outstanding units of Prizm Fund, John I. Bitove, and Scott's Restaurants Inc., and each of their respective present and former shareholders, unitholders, directors, and/or officers (collectively, the "Released Parties") are hereby released effective the date of the Closing from any and all demands, claims and liabilities with respect to the Purchased Assets under the Franchise Agreement whether existing or taking place on, prior to or after the date of the Closing, save and except for the obligation to pay any unpaid post-filing continuing fees (exclusive of interest) accrued with respect to the Purchased Assets.

10. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Vendor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current

employees in Ontario, British Columbia and Quebec. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

11. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order and the obligations of the Vendor under the Soul Agreement, the Occupation Agreement and the Transition Services Agreement (including the potential obligation to refund any portion of the Purchase Price to the Purchaser pursuant to Section 8(8) of the Soul Agreement, the potential obligation to make the Current Asset Purchase Price Adjustment pursuant to Section 10(2) of the Soul Agreement, and the potential obligation to reimburse excess Occupation Costs pursuant to Section 2 of the Occupation Agreement), shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall any of them constitute nor be deemed to be a settlement, fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall any of them constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS AND DECLARES** that the Soul Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

13. **THIS COURT ORDERS AND DECLARES** that the Soul Transaction is exempt from any requirement under any applicable federal or provincial law to obtain unitholder or shareholder approval.

14. **THIS COURT ORDERS** that the Confidential Supplement be kept sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to

provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

Schedule "A"
Form of Monitor's Certificate

Court File No. CV-11-9159-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF PRISZM INCOME FUND, PRISZM CANADIAN OPERATING TRUST,
PRISZM INC. AND KIT FINANCE INC.

(the "Applicants")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (the "Court") dated March 31, 2011, FTI Consulting Canada Inc. was appointed as the monitor (the "Monitor") of, *inter alia*, Prizm Limited Partnership (the "Vendor").

B. Pursuant to an Order of the Court dated May ●, 2011, the Court approved the Amended and Restated Agreement of Purchase and Sale made as of May 13, 2011 (the "Soul Agreement") between the Vendor, Prizm Inc. and Soul Restaurants Canada Inc. (formerly 7716443 Canada Inc.) (the "Purchaser") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate certifying (a) receipt of the Deposit and the

balance of the Purchase Price by the Monitor; and (b) receipt of confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section [15] of the Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable.

C. Unless otherwise indicated herein, defined terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Soul Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Deposit and the balance of the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Soul Agreement;
2. The Monitor has received confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section 15 of the Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable; and
3. This Certificate was delivered by the Monitor to the Purchaser at _____ [TIME] on _____ [DATE].

**FTI Consulting Canada Inc., in its capacity
as the Court-appointed Monitor of the
Prizm Entities and not in its personal
capacity**

Per: _____

Name:

Title:

SCHEDULE "I"

MATERIAL CONTRACTS

1. The Franchise Agreement for each Outlet.
2. The Master Franchise Agreement as it relates to the Outlets.
3. The supply agreement dated December 23, 2009 between the Vendor and Keybrand Foods Inc.

TAB “U”

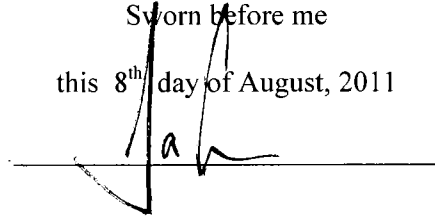
Attached is Exhibit "U"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8th day of August, 2011

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to consist of several loops and a long vertical stroke.

Commissioner for taking Affidavits, etc

Laura Johnson

From: Mark Laugesen [LaugesenM@bennettjones.com]
Sent: May 24, 2011 3:49 PM
To: Steve Graff
Cc: Gavin Finlayson; Wasserman, Marc; Nigel.Meakin@fticonsulting.com; Deborah.Papernick@priszm.com
Subject: RE: Consent - Assignment Agreement

Steve:

The consent to assignment (i.e. that which Scott's REIT ("SREIT") delivered to Priszm the night before Priszm's CCAA filing, and which you re-sent to us yesterday in the context of the revised transaction) for the leases between Priszm and SREIT which require landlord consent is not acceptable to Priszm nor, we believe, was it or will it be acceptable to Soul Restaurants, the purchaser in the pending sale transaction.

Priszm does not need the consent of SREIT to the assignment (i.e. that which SREIT delivered to Priszm the night before Priszm's CCAA filing, and which you re-sent to us yesterday in the context of the revised transaction) of any of the leases between Priszm and SREIT which are "notice only", including the "notice only" leases that form part of the sale to Soul Restaurants.

Priszm intends to move forward with a motion under section 11.3 of the CCAA for an order assigning of all leases which require consent where consent has not yet been obtained (including those between SREIT and Priszm) that form part of the sale to Soul Restaurants. The motion will be returnable on the same day as Priszm's motion to seek approval of the sale to Soul Restaurants. You will be served with our materials shortly.


Given that SREIT has repeatedly offered to consent to the assignment of the lease between SREIT and Priszm to Soul Restaurants, we take it that SREIT has no issue with Soul Restaurants as a tenant, and we would therefore reiterate our request that your client consent to the order assigning the leases between SREIT and Priszm which we will be seeking in the s. 11.3 motion.

Thank you.

Regards.

Mark

Mark S. Laugesen

 T 416 777 4802 / F 416 863 1716 / E laugesenm@bennettjones.com
Suite 3400, 1 First Canadian Place / P.O. Box 130 / Toronto, Ontario M5X 1A4

From: Steve Graff [mailto:sgraff@airdberlis.com]
Sent: 23 May 2011 4:36 PM
To: Wasserman, Marc; Mark Laugesen; Nigel.Meakin@fticonsulting.com
Cc: Gavin Finlayson
Subject: Consent - Assignment Agreement

As I advised both of you over the weekend, and for the record, our client is agreeable to the assignment of the leases which require its consent, to Soul Restaurants, pursuant to the terms of the new transaction involving Soul, as purchaser (assuming it proceeds largely on the same terms as previously disclosed to us), on the limited condition that an agreement in the same or similar form to the one attached hereto (delivered in

connection with the prior Soul transaction) is signed by Soul in Scott's favour. It is our position that there is no need for an order under 11.3 of the CCAA; certainly we are not aware of the basis for any such order. Thank you.

Steven L. Graff

T 416.865.7726
M 416.894.5090
F 416.863.1515
E sgraff@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
www.airdberlis.com

AIRD & BERLIS LLP
Barristers and Solicitors

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TAB “V”

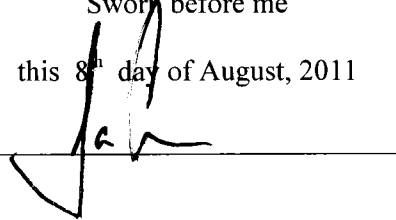
Attached is Exhibit "V"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8th 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

ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of March 30, 2011 among **Scott's Real Estate Limited Partnership, acting by its general partner Scott's GP Trust, acting through its sole trustee Scott's Trustee Corp. ("Scott's")**, **CRI Realty (No. 3) Inc. ("CRI")** and **Colonel's Realty Inc. ("Colonel's")** (hereinafter referred to as the "Landlord" as applicable to the appropriate Lease as outlined in Schedule "A"), **Priszm LP, by its general partner Priszm Inc.** (hereinafter called the "Assignor") and **Soul Restaurants Canada Inc.** (hereinafter called the "Assignee")

WHEREAS:

- A. By a lease (the "YUM Lease") dated November 10, 2003, as amended, **YUM! Brands Canada Management LP** (the predecessor in interest to the Landlord) leased to **KIT Limited Partnership, by its general partner, KIT Inc.** (the predecessor in interest to the Assignor), as tenant, certain premises outlined in Exhibit 1 attached hereto (the "YUM Premises"), as more particularly described in Schedule "A" of the Yum Lease for a term of fifteen (15) years commencing November 10, 2003 to and including November 9, 2018.
- B. By a lease (the "Colonel Lease") dated November 10, 2003, as amended, **Colonel's Realty Inc.** leased to **KIT Limited Partnership, by its general partner, KIT Inc.** (the predecessor in interest to the Assignor), as tenant, certain premises outlined in Exhibit 2 attached hereto (the "Colonel Premises"), as more particularly described in Schedule "A" of the Colonel Lease for a term of fifteen (15) years commencing November 10, 2003 to and including November 9, 2018.
- C. By a lease (the "SR3 Lease") dated March 28, 2003, as amended, **SRI Realty (No. 3) Inc.** (the predecessor in interest to the Landlord) leased to **Priszm Brandz LP, by its general partner Priszm Brandz Inc.** ("Brandz") (the predecessor in interest to the Assignor), as tenant, certain premises outlined in Exhibit 3 attached hereto (the "SR3 Premises"), as more particularly described in Schedule "A" of the SR3 Lease for a term of fifteen (15) years commencing on March 28, 2003 and expiring on March 27, 2018.
- D. The YUM Lease, Colonel Lease and SR3 Lease are hereinafter collectively referred to as the "Lease" or the "Leases" as the context may require.
- E. The YUM Premises, the Colonel Premises and the SR3 Premises are hereinafter collectively referred to as the "Premises".
- F. Each Lease contains a covenant on the part of the Tenant not to assign the Lease or sublet the Premises or any part thereof without the Landlord's consent.
- G. The Assignor has agreed to assign the Leases and its leasehold interest in the Premises to the Assignee, subject to obtaining the Landlord's consent to such assignment.
- H. ~~The Assignor has applied to and the Landlord for the Landlord's consent~~ have agreed to assign the Leases and ~~the Assignor's~~ leasehold interest in the Premises to the Assignee, subject to and upon the terms and conditions herein set out.
- I. The Landlord has agreed to grant its consent to the within assignment as of the ~~30th day of March, 2011~~ June, 2011 (the "Effective Date"), subject to the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the others, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The foregoing recitals are true in substance and in fact and for the purposes of this Agreement, "rent" includes all minimum rent, percentage rental, additional rent and any other amounts payable under the Lease and this Agreement, (but expressly excludes any amount due or which may become due under s. 21.03 of the Lease).

Section 1 – Assignment

The Assignor hereby transfers, sets over and assigns unto the Assignee effective, as of and from the ~~date of completion of the transaction contemplated in the Asset Purchase Agreement dated December 11, 2010 (the “Effective Date”)~~, the Premises and all privileges and appurtenances thereto belonging, together with the unexpired residue of the Term, the Leases and all benefits and advantages to be derived under the Leases pertaining to the Premises.

TO HAVE AND TO HOLD the same, subject to the payment of rent and the observance and performance of the tenant's covenants and the conditions and agreements contained in each Lease.

Section 2 – Assignor’s Covenants:

The Assignor covenants and agrees with the Assignee that:

- (a) each Lease is a good, valid and subsisting lease and the rent thereby reserved has been duly paid up to the Effective Date and the covenants and conditions therein contained have been duly observed and performed by the Assignor up to the Effective Date;
- (b) the Assignor has good right, full power and absolute authority to assign its interest in the Premises and the Leases in the manner aforesaid, according to the true intent and meaning of this Agreement; and
- (c) subject to the payment of rent and to the observance and performance of the tenant's covenants and the conditions and agreements contained in each Lease, the Assignee may enter into and upon and hold and enjoy the Premises for the residue of the Term granted by each Lease for its own use and benefit without any interruption by the Assignor or by any person whomsoever claiming through or under the Assignor; and
- (d) ~~the Assignor will from time to time hereafter, at the request and cost of the Assignee, promptly execute such further assurances of the Premises as the Assignee reasonably requires.~~

Section 3 – Assignee’s Covenants

The Assignee covenants and agrees with the Assignor and the Landlord that:

- (a) from and after the Effective Date and for the remainder of the Term of the Leases, the Assignee will pay the rent and observe and perform the tenant's covenants and the conditions and agreements contained in the Leases pertaining to the Premises and indemnify and save harmless the Assignor and the Landlord from all actions, suits, costs, losses, charges, demands and expenses for and in respect thereof;
- (b) it will at all times from the Effective Date and for the remainder of the Term of the Leases, pay directly to the Landlord annual minimum rent. The Assignee shall be responsible for payment of Property Taxes and all other payments covenanted to be paid by the tenant therein at the times and in the manner provided for in the Leases, and will observe and perform all of the terms, covenants, conditions and agreements contained in the Leases on the part of the tenant to be observed and performed;
- (c) the Assignee acknowledges that it has received a copy of the executed Leases and is familiar with the terms, covenants and conditions contained therein; and
- (d) the Assignee accepts the Premises in the condition in which they exist as of the Effective Date. The Landlord has no responsibility or liability for making any renovations, alterations or improvements in or to the Premises.

Section 4 – Landlord’s Consent

The Landlord consents to the within assignment from the Assignor to the Assignee as of and from the Effective Date upon and subject to the following terms and conditions, that:

- (a) ~~this consent does not in any way derogate from the rights of the Landlord under the Leases nor operate to release the Assignor from the observance and performance of all of the terms, covenants and conditions contained in the Leases on the part of the Tenant therein to be observed and performed, and notwithstanding the within assignment (or any disaffirmance or disclaimer of the within assignment), the Assignor shall continue to remain liable for all of such covenants during the balance of the Term of each Lease;~~
- (b) this consent does not constitute a waiver of the necessity for consent to any further Transfer (as defined in the Leases) of the Premises and/or the Leases in respect of the Premises, which must be completed in accordance with the terms of the Leases. If the Assignee proposes to effect a further Transfer, the terms of each Lease with respect to a Transfer shall be applicable;
- (e) ~~this consent is given upon the express understanding that the Assignor and the Assignee shall hereinafter be jointly and severally responsible for and shall save the Landlord harmless and indemnify it from and against all costs, including all legal costs, incurred by the Landlord in connection with the preparation of this Agreement and any additional documentation related thereto and the Landlord’s consent to this assignment;~~ (d) by giving its consent pursuant to this Agreement, the Landlord does not hereby acknowledge or approve of any of the terms of this Agreement (or any other related agreements) as between the Assignor and Assignee except for the assignment (described in Section 1 hereof) itself and except for any amendments to the Leases agreed to by all of the parties hereunder; and
- (e) the assignment is deemed not to have been delivered to the Assignee by the Assignor until the consent of the Landlord has been evidenced by the execution and delivery of this Agreement by the Landlord to both the Assignor and the Assignee;
- (f) ~~the Assignor and the Assignee shall, at their expense, promptly execute such further assurances with respect to the Premises as the Landlord reasonably requires from time to time; and~~
- (g) ~~the Assignee shall not be entitled to enter into and take possession of the Premises or any part thereof, until (i) it shall deliver to the Landlord certificates of insurance, or, if required by the Landlord’s mortgagee, certified copies of each such insurance policy which the Tenant is required to take out pursuant to the Leases, and (ii) all required permits, licenses and approvals from all governmental authorities having jurisdiction for the carrying on by the Assignee of its permitted business on the Premises;~~

Section 5 – Landlord Confirmation

The Landlord hereby acknowledges, confirms and agrees that, as of the ~~date hereof~~ Effective Date:

- (a) ~~to the best of the Landlord’s knowledge and belief, all payments on account of rent due under the Leases relating to the Premises, including without limitation, Minimum Rent and additional rent (if any) up to and including the date hereof have been paid in full;~~
- (a) (b) to the best of the Landlord’s knowledge and belief (but without inspection), all of the work required to be performed to the Premises by the Assignor under each Lease was completed in accordance with the provisions of the Lease and to the satisfaction of the Landlord. The Assignee hereby acknowledges and agrees that the Landlord has not inspected the Premises and the Landlord makes no representations whatsoever regarding the current state of repairs or condition of the Premises; and

- (b) ~~(e)~~ to the best of the Landlord's knowledge and belief, in respect of the Premises, each Lease is without breach, default (with the exception of the default based upon the Assignor's proceedings under the Companies' Creditors Arrangement Act (Canada) or dispute on the part of the Assignor or the Landlord; and
- (c) the Landlord acknowledges and agrees that no amount is or will become payable under s. 21.03 of the Lease as a result of the assignment provided for herein or otherwise.

Section 6 - Notice

All notices required to be given under this Agreement or under the Leases shall be in writing and may be served either personally or by registered mail at the following address:

To the Assignor at: Prizm LP by its general partner Prizm Inc.
101 Exchange Avenue
Vaughan, Ontario, L4K 5R6
Attention: Senior Director of Development

To the Assignee at: Soul Restaurants Canada Inc
•
Suite 2001, 4950 Yonge Street
Toronto, Ontario M2N 6K1
Attention: Shezad Janmohamed

To the Landlord at: c/o Scott's Real Estate Investment Trust
161 Bay Street, Suite 2300
TD Canada Trust Tower, BCE Place
Toronto, Ontario M5J 2S1

Section 7 - Confirmation

The parties in all other respects hereby confirm that each Lease constitutes the entire agreement between the Assignor and the Landlord and is in full force and effect, unchanged and unmodified except in accordance with this Agreement as of the Effective Date. It is understood and agreed that all capitalized terms and expressions used in this Agreement have the same meaning as they have in the Leases, unless otherwise defined herein.

Section 8 - Facsimile / Counterpart

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

Section 9 - Binding Effect

This Agreement shall be binding upon and, to the extent expressly permitted pursuant to the provisions of the Leases, will enure to the benefit of the parties and their respective successors and permitted assigns.

Section 10 - ~~Assignor's Covenants with the Landlord~~

~~The Assignor covenants and agrees with the Landlord that:~~

- ~~(a) the Landlord and the Assignee may from time to time agree as between themselves to amend the terms of the Leases, it being agreed that no such amendments shall have the effect of releasing either the Assignor from any of its obligations under the Leases, for which the Assignor shall remain liable to the same extent as if such amendments had not been made;~~
- ~~(b) if the Landlord terminates a Lease as a result of any default by the Assignee in the performance of its obligations pursuant to the Lease or this Agreement, such termination shall, as against the Assignor and the Assignee, be without prejudice to all the rights of the Landlord under the Lease and at law, included in which shall be the right to obtain from either of them all arrears of rent and other charges owing under the Lease up to the date of termination and damages in respect of losses and deficiencies sustained by the Landlord;~~
- ~~(c) if the Assignee is released or discharged in any receivership, bankruptcy, winding up or other creditors' proceeding or a Lease is disclaimed in any such proceeding or otherwise by a trustee, receiver or other person, or where the Assignee is a partnership, in the event of a change in the constitution of the partnership, the obligations of the Assignor shall not thereby be or be deemed to be released, waived, impaired or affected but shall continue with respect to the entire Term as if the Lease had not been disclaimed, and, at the option of the Landlord, the Assignor shall forthwith execute a new lease with the Landlord for a term commencing on the date of such disclaimer and expiring at what would have been the end of the Term but for such disclaimer, and such lease shall contain the same terms and conditions as contained in the Lease insofar as they are applicable to what would have been the unexpired Term but for such disclaimer; and~~
- ~~(d) its liability hereunder and under the Leases shall not be released, discharged, mitigated, impaired or affected by any loss of or in respect of any security received or intended to be received by the Landlord from the Assignee or from any other person, firm or corporation, whether or not occasioned or contributed to by or through any act, omission, default or neglect of the Landlord.~~

~~Section 11 – Non-Liability~~

The Assignee and the Assignor acknowledges, covenants and agrees:

- (a) that the Landlord is the nominee on behalf of Scott's Real Estate Investment Trust (the "Trust"); and
- (b) the obligations under the Leases and this Agreement and any liabilities arising in any manner whatsoever out of or in connection with the Leases and this Agreement are not personally binding upon, and that resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of:
 - (I) the unit holders of the Trust;
 - (II) annuitants under a plan of which a unit holder of the Trust acts as trustee or carrier; and
 - (III) the officers, trustees, employees or agents of the Trust.

Section 12 – Irrevocability

This Agreement shall be irrevocable by Assignor and Landlord until 5 o'clock p.m. on the day which is five (5) days following execution by them, after which time, if the Assignee has not delivered a signed copy to both parties, the Assignor and/or the Landlord may declare this Agreement to be null and void and of no further effect.

~~Section 13—Representations & Warranties~~

~~**IREMAINDER OF PAGE LEFT INTENTIONALLY BLANK**~~

~~The Assignor and Assignee represent and warrant that all information disclosed to the Landlord, either verbally or in writing, as more specifically disclosed during the meeting between the Landlord and the representatives of the Assignee on February 12, 2011 and the letters and correspondence delivered to the Landlord by, or on behalf of, the Assignee on February 22, 2011, February 28, 2011 and March 17, 2011 is true, complete and accurate and continues to be true, complete and accurate as of the date hereof, and shall also be true, complete and accurate as of the Effective Date. The Assignor and the Assignee acknowledge and agree that all of such information has been and may be relied upon by the Landlord in giving the consent set out in Section 4 hereof, and the Assignor and Assignee will indemnify and save the Landlord harmless from any and all costs, claims, expenses, demands and liabilities, whatsoever, arising from any breach of the representation and warranty contained in this Section 13.~~

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written under the hands of their proper signing officers duly authorized in that behalf.

Scott's Real Estate Limited Partnership, acting by its general partner Scott's GP Trust, acting through its sole trustee Scott's Trustee Corp.

Per: _____
Authorized Signing Officer

I have authority to bind the corporation.

CRI Realty (No. 3) Inc.

Per: _____
Authorized Signing Officer

I have authority to bind the corporation

Colonel's Realty Inc.

Per: _____
Authorized Signing Officer

I have authority to bind the corporation

Priszm LP by its general partner Priszm Inc., by 2279549 Ontario Inc., solely in its capacity as chief restructuring officer, and without personal or corporate liability

Per: _____
Authorized Signing Officer

I have authority to bind the corporation.

Soul Restaurants Canada Inc.

Per: _____
Authorized Signing Officer

I have authority to bind the corporation.

SCHEDULE "A"

Exhibit 1 – YUM Premises

Store #	Address	City	Province	Current Landlord
1806	4605 E. HASTINGS ST.	BURNABY	BC	Scott's
1893	1584 HIGHWAY 99	SQUAMISH	BC	Scott's
1814	2190 KINGSWAY	VANCOUVER	BC	Scott's
1824	795 E. BROADWAY	VANCOUVER	BC	Scott's
1861	3140 DOUGLAS ST.	VICTORIA	BC	Scott's
1889	3620 GELLATLY RD.	WESTBANK	BC	Scott's
1414	145 MADAWASKA BLVD	ARNPRIOR	ON	Scott's
1415	45 MUNRO STREET	CARLETON PLACE	ON	Scott's
1528	346 ST. CLAIR STREET	CHATHAM	ON	Scott's
1535	405 COTE AVENUE	CHELMSFORD	ON	Scott's
1553	311 MAIN STREET	DUNNVILLE	ON	Scott's
1531	325 TALBOT STREET NORTH	ESSEX	ON	Scott's
1428	1222 BARTON STREET E.	HAMILTON	ON	Scott's
1425	307 CANNON STREET E.	HAMILTON	ON	Scott's
1427	45 PARKDALE AVE. N.	HAMILTON	ON	Scott's
1429	631 KING STREET W.	HAMILTON	ON	Scott's
1426	716 MAIN STREET E.	HAMILTON	ON	Scott's
1355	5863 HIGHWAY #7	MARKHAM	ON	Scott's
1552	3567 PORTAGE ROAD	NIAGARA FALLS	ON	Scott's
1559	28 DUMFRIES STREET	PARIS	ON	Scott's
1411	41 DUFFERIN STREET	PERTH	ON	Scott's
1506	786 CHEMONG ROAD	PETERBOROUGH	ON	Scott's
1515	90 MAIN STREET	PICTON	ON	Scott's
1541	161 TRUNK ROAD	SAULT STE MARIE	ON	Scott's
1548	60 HARTZELL ROAD	ST. CATHARINES	ON	Scott's
1533	1341 MARTINDALE ROAD	SUDBURY	ON	Scott's
1375	301 DUNDAS STREET WEST	WHITBY	ON	Scott's
1449	1485 ERIE STREET E.	WINDSOR	ON	Scott's
1447	1797 HURON CHURCH RD.	WINDSOR	ON	Scott's
1448	1916 WYANDOTTE ST. W.	WINDSOR	ON	Scott's

Exhibit 2 – Colonel Premises

Store #	Address	City	Province	Current Landlord
1210	164 BD GREBER	POINTE GATINEAU	QC	Colonel's

Exhibit 3 – SR3 Premises

Store #	Address	City	Province	Current Landlord
1438	1683 DUNDAS STREET	LONDON	ON	Scott's
1412	415 PEMBROKE STREET EAST	PEMBROKE	ON	Scott's
1532	1300 LASALLE BLVD	SUDBURY	ON	Scott's
1534	582 KATHLEEN STREET WEST	SUDBURY	ON	Scott's
1351	1630 QUEEN ST. E.	TORONTO	ON	Scott's
1529	1314 DUFFERIN ST.	WALLACEBURG	ON	Scott's
1209	258 RUE NOTRE-DAME	GATINEAU MILLS	QC	CRI
1208	347 BD ST-JOSEPH	HULL	QC	CRI

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Document comparison by Workshare Professional on 11 July 2011 12:35:44 PM

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Style change	
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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

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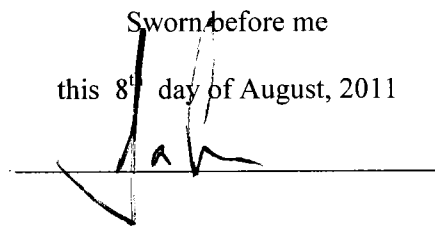
Attached is Exhibit "W"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8th 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

title and interest in and to the Purchased Assets, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the May 24 Affidavit, the Second Report (the "Second Report") of FTI Consulting Canada Inc., in its capacity as the Court-appointed Monitor of the Prizm Entities (the "Monitor"), and on hearing the submissions of counsel for the Prizm Entities; the Monitor; the Purchaser; Yum! Restaurants International (Canada) Company (the "Franchisor"); Prudential Investment Management, Inc.; Scott's Real Estate Investment Trust, SR Operating Trust, Scott's Real Estate Limited Partnership, Scott's Trustee Corp. and Scott's GP Trust; The Cadillac Fairview Corporation Limited; 20 VIC Management Inc., Ivanhoe Cambridge Inc., Morguard Investments Limited, Retrocom Mid-Market REIT, Primaris Retail Real Estate Investment Trust and Oxford Properties Group Inc.; 2279549 Ontario Inc. and Deborah Papernick; ~~Olymel~~; Sysco Canada and Metro-Richelieu Inc., no one appearing for any other person on the Service List, although properly served as appears from the affidavit of service, filed:

1. **THIS COURT ORDERS** that any defined term used but not defined herein shall have the meaning ascribed to such term in the Soul Agreement.
2. **THIS COURT ORDERS AND DECLARES** that the Soul Transaction, the Soul Agreement, the Transition Services Agreement (as defined in and in the form attached to the May 24 Affidavit as Exhibit "C") and the Occupation Agreement (as defined in and in the form attached to the May 24 Affidavit as Exhibit "D") are hereby approved. The Prizm Entities and the Monitor are hereby authorized and directed to take such

additional steps and execute such additional documents as may be necessary or desirable for the completion of the Soul Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets shall vest, without further instrument of transfer or assignment, absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Amended and Restated Initial Order of the Honourable Madam Justice Mesbur dated April 29, 2011 (the "**Initial Order**"), or any subsequent charges that may be granted by the Court; (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Civil Code of Québec*, and the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and, for greater certainty, this Court orders that all of the encumbrances or charges affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets;

provided however that nothing herein (save and except the approval of the Occupation Agreement pursuant to paragraph 2 herein, as and if applicable) shall affect the rights and remedies of the applicable landlord against the Purchaser that may exist or arise under or in respect of any real property lease that is assigned to the Purchaser in connection with the transaction, except as may otherwise be agreed to by the landlord and the Purchaser.

4. **THIS COURT ORDERS** that: (a) nothing in this Order shall amend or vary, or be deemed to amend or vary the terms of a real property lease; (b) where any real property leases are not, in accordance with their terms, transferable or assignable to the Purchaser without first obtaining the consent of the applicable landlord, none of the real property leases shall be transferred, conveyed, assigned or vested in the Purchaser by operation of this Order, save and except to the extent that respective consents have been, or are in the future, obtained from the respective landlords.

5. **THIS COURT ORDERS** that on Closing the Purchaser shall pay the Purchase Price to the Monitor (less the amount of the Deposit which has previously been paid to the Monitor). After receipt of the Purchase Price, the Monitor shall:

- (a) pay from the Purchase Price to the Franchisor \$5,900,950.07, in respect of pre-filing monetary obligations owed under the Franchise Agreement (as defined below) in connection with the assignment of the Outlets to the Purchaser;

- (b) pay from the Purchase Price to the Franchisor \$1,838,726.40, in respect of unpaid continuing fees and other monetary accruals (exclusive of interest) accrued with respect to the Outlets during the period from March 31, 2011 to and including May 15, 2011;
- (c) pay from the Purchase Price to the Franchisor the amount, not to exceed \$1.5 million, of the unpaid continuing fees and other monetary accruals (exclusive of interest) accrued with respect to the Outlets during the period from May 16, 2011 to Closing within three business days of such amount being calculated by the Vendor and agreed upon with the Franchisor and the Monitor;
- (d) pay from the Purchase Price to the Franchisor \$1,100,909.34, in respect of transfer fees payable to the Franchisor pursuant to the Franchise Agreement for each Outlet in consideration for the Franchisor's consent to the sale of the Purchased Assets and the assignment of the Franchise Agreements for each Outlet and the Master Franchise Agreement as it relate to the Outlets pursuant to the Soul Agreement;
- (e) pay from the Purchase Price to the Purchaser or, at its direction, Bank of Montreal when due any refunds and other amounts referred to in paragraph 6; and
- (f) hold the remainder of the Purchase Price subject to this Order and further Order of this Court.

6. **THIS COURT ORDERS** that any refund of a portion of the Purchase Price to the Purchaser, or at its direction Bank of Montreal, pursuant to Section 8(8) of the Soul Agreement, any Current Assets Purchase Price Adjustment in favour of the Purchaser, and any reimbursement of Occupation Costs pursuant to Section 2 of the Occupation Agreement, shall be paid by the Monitor to the Purchaser or, at its direction, the Bank of Montreal from the Purchase Price being held by the Monitor pursuant to Section 4 hereof in priority to any other payment from such funds or any Claim (including any Claim by a Chargee (as defined in the Amended and Restated Initial Order of the Honourable Madam Justice Mesbur dated Friday, April 29, 2011)).

7. **THIS COURT ORDERS** that notwithstanding the holding of the Purchase Price by the Monitor the Purchase Price is not being and shall not be deemed to be held in trust for any specific party or specific parties and for purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets held by the Monitor, after payment in full of any refunds and other payments to the Purchaser (or, at its direction, Bank of Montreal) from the Purchase Price described in paragraph 6 hereof, shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Claims, charges and encumbrances shall attach to the net proceeds from the sale of the Purchased Assets, subject to paragraph 6 hereof, with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been

sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Vendor and the Purchaser regarding fulfillment of conditions to closing under the Soul Agreement and shall have no liability with respect to delivery of the Monitor's Certificate or with respect to any payments made by the Monitor pursuant to paragraph 5 hereof.

10. **THIS COURT ORDERS** that the Prizm Entities, the CRO (as defined in the Initial Order), Deborah Papernick and Jim Robertson are hereby released and discharged from any and all actions, causes of action, liabilities, claims and demands whatsoever which the Franchisor and its affiliates ever had, now have or may hereafter have by reason of any cause, matter or thing whatsoever existing up to the date of Closing and arising out of, related to, or in connection with the Franchise Agreement for each Outlet and the Master Franchise Agreement as it relates to the Outlets, any collateral franchise documentation relating to the Franchise Agreements for each Outlet and the Master Franchise Agreement as it relates to the Outlets, or the Business (as such term is defined in the Franchise Agreements for each Outlet) carried on at the Outlets, save and except for the obligation to pay any of the amounts referred to in paragraph 5 hereof.

11. **THIS COURT ORDERS** that the Franchisor and its affiliates are hereby released and discharged from any and all actions, causes of action, liabilities, claims and demands whatsoever which the Prizm Entities ever had, now have or may hereafter have by reason of any cause, matter or thing whatsoever existing up to the date of Closing and arising out of, related to, or in connection with the Franchise Agreement for each Outlet and the Master Franchise Agreement as it relates to the Outlets, any collateral franchise documentation relating to the Franchise Agreements for each Outlet and the Master Franchise Agreement as it relates to the Outlets, or the Business (as such term is defined in the Franchise Agreements for each Outlet) carried on at the Outlets, save and except for the obligation to pay \$163,319.09 owing by the Franchisor to the Prizm Entities.

12. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Vendor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees in Ontario, British Columbia and Quebec. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

13. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Vendor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order and the obligations of the Vendor under the Soul Agreement, the Occupation Agreement and the Transition Services Agreement (including the potential obligation to refund any portion of the Purchase Price to the Purchaser pursuant to Section 8(8) of the Soul Agreement, the potential obligation to make the Current Asset Purchase Price Adjustment pursuant to Section 10(2) of the Soul Agreement, and the potential obligation to reimburse excess Occupation Costs pursuant to Section 2 of the Occupation Agreement), shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall any of them constitute nor be deemed to be a ~~settlement~~^{AG}^{HN}, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall any of them constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

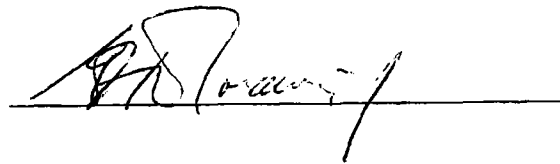
14. **THIS COURT ORDERS AND DECLARES** that the Soul Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

15. **THIS COURT ORDERS AND DECLARES** that the Soul Transaction is exempt from any requirement under any applicable federal or provincial law to obtain unitholder or shareholder approval.

16. **THIS COURT ORDERS** that Appendix D to the Second Report be kept sealed, confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further order of the Court.

and the Canac Capital Community Corp. engagement letter dated January 27, 2011

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Vendor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAY 30 2011

PER/PAR: 

Schedule "A"
Form of Monitor's Certificate

Court File No. CV-11-9159-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF PRISZM INCOME FUND, PRISZM CANADIAN OPERATING TRUST,
PRISZM INC. AND KIT FINANCE INC.

(the "Applicants")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (the "**Court**") dated March 31, 2011, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of, *inter alia*, Priszm Limited Partnership (the "**Vendor**").

B. Pursuant to an Order of the Court dated May ●, 2011, the Court approved the Amended and Restated Agreement of Purchase and Sale made as of May 13, 2011 (the "**Soul Agreement**") between the Vendor, Priszm Inc. and Soul Restaurants Canada Inc. (formerly 7716443 Canada Inc.) (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate certifying (a) receipt of the Deposit and the

balance of the Purchase Price by the Monitor; and (b) receipt of confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section [15] of the Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable.

C. Unless otherwise indicated herein, defined terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Soul Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Deposit and the balance of the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Soul Agreement;
2. The Monitor has received confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section 15 of the Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable; and
3. This Certificate was delivered by the Monitor to the Purchaser at _____ [TIME] on _____ [DATE].

**FTI Consulting Canada Inc., in its capacity
as the Court-appointed Monitor of the
Prizm Entities and not in its personal
capacity**

Per: _____
Name:
Title:

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRISZM INCOME FUND, PRISZM CANADIAN OPERATING TRUST, PRISZM INC. AND KIT FINANCE INC.

Court File No: CV-11-9159-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(Re Sale Approval)**

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley John Taylor LSUC#: 39932E
Tel: (416) 869-5236

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230

Kathryn Esaw LSUC#: 58264F
Tel: (416) 869-5230
Fax: (416) 947-0866
Lawyers for the Applicants

TAB “X”

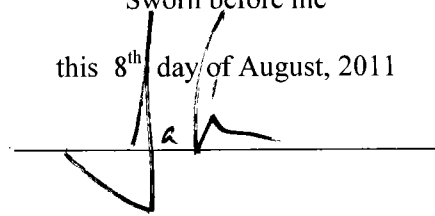
Attached is Exhibit "X"

Referred to in the

AFFIDAVIT OF KEVIN SALSBERG

Sworn before me

this 8th 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.

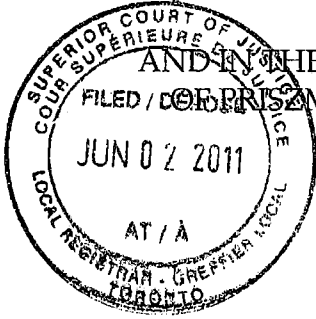
Commissioner for taking Affidavits, etc

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
FOR PRISZM INCOME FUND, PRISZM CANADIAN OPERATING TRUST,
PRISZM INC. AND KIT FINANCE INC.

(the "Applicants")



MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated March 31, 2011, FTI Consulting Canada Inc. was appointed as the monitor (the "Monitor") of, *inter alia*, Priszm LP (the "Vendor").

B. Pursuant to an Order of the Court dated May 30, 2011, the Court approved the amended and restated asset purchase agreement dated May 17, 2011 (the "Soul Agreement") between the Vendor, Priszm Inc. and Soul Restaurants Canada Inc. (formerly 7716443 Canada Inc.) (the "Purchaser") and provided for the vesting in the Purchaser of the Vendor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate certifying: (a) receipt of the Deposit and the balance of the Purchase Price by the Monitor; and (b) receipt of confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section 15 of the

Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable.

C. Unless otherwise indicated herein, defined terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Soul Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Deposit and the balance of the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Soul Agreement.
2. The Monitor has received confirmation from the Vendor and the Purchaser that the conditions to Closing as set out in section 15 of the Soul Agreement have been satisfied or waived by the Vendor and the Purchaser, as applicable.
3. This Certificate was delivered by the Monitor to the Purchaser at 9:40 a.m. on June 1, 2011.

FTI CONSULTING CANADA INC., in its capacity as the Court-appointed Monitor of Prizm Income Fund, Prizm Canadian Operating Trust, Prizm Inc. and Kit Finance Inc. and not in its personal capacity

Per:



Name: Nigel D. Meakin

Title: Senior Managing Director

IN THE MATTER OF the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF a Plan of Compromise or Arrangement of Prizm Income Fund, Prizm Canadian Operating Trust, Prizm Inc. and Kit Finance Inc.

Court File No: CV-11-9159-00CL

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MONITOR'S CERTIFICATE

Osler, Hoskin & Harcourt LLP
1 First Canadian Place
P.O. Box 50
Toronto, ON M5X 1B8

Marc Wasserman LSUC#44066M
Tel: (416) 862-4908

Jeremy Dacks LSUC# 41851R
Tel: (416) 862-4923
Fax: (416) 862-6666

Lawyers for the Monitor, FTI Consulting Canada Inc.

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRISZM INCOME FUND,
PRISZM CANADIAN OPERATING TRUST, PRISZM INC. AND KIT FINANCE INC.**

Court File No. CV-11-9159-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**AFFIDAVIT OF KEVIN SALSBERG
(sworn August 8, 2011)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)

Tel: (416) 865-7726

Fax: (416) 863-1515

E-mail: sgraff@airdberlis.com

Ian E. Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

E-mail: iaversa@airdberlis.com

*Lawyers for Scott's Real Estate Investment Trust, SR Operating Trust,
Scott's Real Estate Limited Partnership, Scott's Trustee Corp. and
Scott's GP Trust*

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF PRISZM INCOME FUND,
PRISZM CANADIAN OPERATING TRUST, PRISZM INC. AND KIT FINANCE INC.**

(the "Applicants")

Court File No. CV-11-9159-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**MOTION RECORD
(Part 2 of 2)**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)
Tel: (416) 865-7726
E-mail: sgraff@airdberlis.com

Ian E. Aversa (LSUC # 55449N)
Tel: (416) 865-3082
E-mail: iaversa@airdberlis.com

Mark Van Zandvoort (LSUC # 59120U)
Tel: 416.865.4742
Email: mvanzandvoort@airdberlis.com

*Lawyers for Scott's Real Estate Investment Trust, SR Operating Trust,
Scott's Real Estate Limited Partnership, Scott's Trustee Corp. and
Scott's GP Trust*