



IN THE YEAR TWO THOUSAND AND EIGHT (2008)

ON THIS TWENTIETH DAY JUNE

BEFORE: M^e [REDACTED] Notary at
Montreal, Province of Quebec.

APPEARED:

DÉVELOPPEMENTS BLEURY - DE LA GAUCHETIÈRE INC., a corporation governed pursuant to Part IA of the *Companies Act*, (Quebec), having its head office at [REDACTED] in the city of Montreal, province of Quebec, [REDACTED] herein acting and represented by [REDACTED] its president, duly authorized for the purposes hereof in virtue of a Resolution of its Board of Directors dated the twentieth day of June, in the year two thousand and eight (2008), a certified copy whereof remains annexed hereto to form part hereof after having been acknowledged as true and signed for identification by the said representative in the presence of the undersigned Notary.

Hereinafter called the "Seller"

AND:

1030-1040 DE BLEURY S.E.C. a duly constituted limited partnership registered with the Enterprise Registrar of Quebec under the number 3365200537 and domiciled at [REDACTED] Montréal, Québec, [REDACTED] represented herein by 9197-5227 QUÉBEC INC., the general partner, duly authorized in virtue of the powers conferred on him under the partnership agreement executed under private signature, on May 27th, 2008, herein acting and represented by **Guy Gionet**, its representative, duly authorized for the purposes hereof in virtue of a Resolution of its Board of Directors dated the twentieth day of June, in the year two thousand and eight (2008), a certified copy whereof remains annexed hereto to form part hereof after having been acknowledged as true and signed for identification by the said representative in the presence of the undersigned Notary.

Hereinafter called the "Buyer",

WHO have agreed as follows:

1. **OBJECT OF CONTRACT**

1.1 The Seller sells to the Buyer the Immovable hereinafter described:

DESCRIPTION

An immovable known and designated as being lot number ONE MILLION ONE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED AND SIXTY-ONE

(1 179 461), of the Official Cadastre of Quebec, Registration Division of Montreal.

With the building thereon erected, bearing civic addresses 1030-1040, De Bleury Street, in the city of Montreal, province of Quebec, H2Z 1L9.

With all that is attached or joined to the said immovable property and is considered immovable by virtue of the law.

As the said property now subsists with all its rights, members and appurtenances thereunto belonging, without exception or reserve of any kind on the part of the Vendor and with and subject to all servitudes thereto attached, active and passive, apparent or occult.

(hereinafter collectively referred to as the 'Immovable')

2. SERVITUDE

2.1 The Seller declares that the Immovable is not subject to any servitude.

3. ORIGIN OF RIGHT OF OWNERSHIP

3.1 The Seller is owner of the Immovable having acquired same in virtue of a deed of sale by A.I.R. ASSOCIATED INDEPENDANT RESTAURANTS INC. / RESTAURANTS INDÉPENDANTS ASSOCIÉS A.I.R. INC. executed before [REDACTED], Notary on the eighteenth day of July, two thousand and six (2006) and registered at the registry office for the registration division of Montreal under the number 13 508 442.

4. WARRANTY

4.1 This sale is made with legal warranty as to ownership and without any legal warranty as to quality.

5. DOSSIER OF TITLE DEEDS

5.1 The Seller undertakes to furnish to the Buyer all the title deeds in its possession and a copy of the deed of acquisition of the Immovable, of any previous titles and of any location certificate in its possession as well as any environmental reports, building plans and other plans or reports in the Seller possession relating to the Immovable property, if any.

6. POSSESSION

6.1 The Buyer becomes owner of the Immovable from this date, with immediate possession and occupancy subject to the lease, between

Restaurants Indépendants Associés A.I.R. inc. and the Seller, ending on July 31st, 2008.

7. DECLARATIONS OF THE SELLER

The Seller makes the following declarations and warrants that:

7.1 The Immovable is free of all hypothecs, taxes, prior claims or encumbrance whatsoever, with the exception of the following hypothecs namely;

- Hypothec in favour of 626688 Ontario Limited In Trust executed before Mtre [REDACTED] Notary on the eighteenth day of July, two thousand and six (2006) and registered at the registry office for the Registration division of Montreal under the number 13 508 443; and
- Hypothec in favour of the Caisse Desjardins Saint-Joseph de Hull executed before Mtre [REDACTED] Notary on the twenty-eighth day of July, two thousand and six (2006) and registered at the registry office for the Registration division of Montreal under the number 13 528 833; and
- Hypothec in favour of Brouillette et Associés executed before Mtre [REDACTED] Notary on the twenty-eighth day of December, two thousand and seven (2007) and registered at the registry office for the Registration division of Montreal under the number 14 889 624; and
- Hypothec in favour of Groupe financier René Bilodeau Inc. executed before Mtre [REDACTED] Notary on the twenty-first day of February, two thousand and eight (2008) and registered at the registry office for the Registration division of Montreal under the number 14 992 507; and
- Notice of advance registration of a petition of radiation, registered at the registry office for the Registration division of Montreal under the number 15 045 690; and
- Notice of advance registration of a petition of action to execute a deed of sale registered at the registry office for the Registration division of Montreal under the number 15 151 928; and
- Hypothec in favour of Groupe financier René Bilodeau Inc. executed before Mtre [REDACTED] Notary on the ninth day of May, two thousand and eight (2008) and registered at the registry office for the Registration division of Montreal under the number 15 188 469; and

- Hypothec in favour of Groupe financier René Bilodeau Inc. executed before Mtre [REDACTED] Notary on the ninth day of May, two thousand and eight (2008) and registered at the registry office for the Registration division of Montreal under the number 15 188 470; and
- Notice in virtue of the previous article 815 of the *Code of Civil Procedure of Quebec*, registered at the registry office for the Registration division of Montreal under the number 6.

Which the Seller undertakes to radiate, at its cost, concurrently with or immediately after the signing of the present deed of sale.

7.2 All the property taxes have been paid without subrogation to June 30th, 2008, in respect of municipal taxes and school taxes.

7.3 It is a legal person resident in Canada within the meaning of the *Income Tax Act* and the *Taxation Act* and has no intention of modifying such residence.

8. OBLIGATIONS

The Buyer obliges himself to:

8.1 Take the Immovable in its present state declaring to have seen and examined the same;

8.2 Pay all property taxes due to become due, including the proportion for the current year from this day and also to pay, from the same date, all the future installments in capital and interest of all special taxes imposed before this day payment of which is spread over a period of years;

8.3 Pay the costs and fees of these presents, their publication and the copies for all the parties;

8.4 Respect the Leases in force with the right to collect the rental from the date of adjustments hereinafter mentioned, the Seller subrogating the Buyer in all its rights under said Leases;

9. ADJUSTMENTS

9.1 The parties declare they have made the customary adjustments between them as of the present date, according to the statements of account herein supplied. If other adjustments become necessary, they will be made from the same date.

10. DECLARATION CONCERNING THE PRE-CONTRACT

10.1 This sale is made in execution of the pre-contract dated February 4th, 2008. Except for the case of conflict, the parties confirm the agreements therein contained but not reproduced herein.

11. PRICE

11.1 This sale is thus made for and in consideration of the price and sum of **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)**, which the Seller acknowledges having received whereof quit in full.

12. DECLARATIONS OF THE PARTIES CONCERNING THE GOODS AND SERVICES TAX (GST) AND QUEBEC SALES TAX (QST)

12.1 The parties declare that the present sale is taxable under Excise Tax Act, R.S.C. 1985, Chapter E-15 as amended (the "Federal Act") and "An Act respecting the Quebec sales tax and amending various fiscal legislation", Bill 170, Laws of Quebec 1991, Chapter 67 (the "Quebec Law"); and

12.2 The parties solidarily declare that the value of the consideration for the purpose of the GST is **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)** and the value of the consideration for the purpose of the QST is **THREE MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$3,675,000.00)**.

12.3 The amount of the GST is **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** and the amount of the QST is **TWO HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$275,625.00)**.

12.4 The Buyer declares that its registration numbers are;

12.4.1 GST: [REDACTED]

12.4.2 QST: [REDACTED]

12.5 Consequently, the responsibility for the payment of the GST and QST is supported by the Buyer.

13. MENTIONS REQUIRED UNDER SECTION 9 OF THE ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVABLES

(a) Name of Seller: **Développements Bleury - de la Gauchetière Inc. ;**

(b) Name of Buyer: **1030-1040 De Bleury S.E.C.;**

(c) Address of principal residence of Seller: [REDACTED]
[REDACTED] in the city of Montreal,
province of Quebec, H3A 1V6.

(d) Address of principal residence of Buyer: [REDACTED]
[REDACTED] Montréal, Québec, [REDACTED]

(e) Name of the Municipality: Montreal;

(f) The Seller and the Buyer severally declare that
consideration is **THREE MILLION FIVE HUNDRED
THOUSAND DOLLARS (\$ 3,500,000.00);**

(g) The Seller and the Buyer severally declare that the
value of the tax base is **THREE MILLION FIVE
HUNDRED THOUSAND DOLLARS (\$ 3,500,000.00);;**

(h) The tax is **FIFTY-ONE THOUSAND DOLLARS
(\$51,000.00);**

(i) The said Sale does not include the transfer of any
movable property and movable effects provided in
Article 1.0.1 of the said Act.

14. LANGUAGE OF DEED

This deed is drafted in English language at the express request of the
Parties. *Les parties ont exigé que les présentes soient rédigées en
anglais.*

WHEREOF ACTE:

DONE AND PASSED at the City of Montreal and remaining of record in the office of the undersigned Notary under the number THIRTEEN THOUSAND FOUR HUNDRED AND FOUR (13,404).

AND AFTER DUE READING HEREOF, the parties hereto signed these presents in the presence of the undersigned Notary.

DÉVELOPPEMENTS BLEURY - DE LA GAUCHETIÈRE INC.

(Signed) Per: 

1030-1040 DE BLEURY S.E.C. by its general partner 9197-5227 QUÉBEC INC.

(Signed) Per: **Guy GIONET**

(Signed) M^{tre}  Notary

TRUE COPY of the minute hereof remaining of record in my office:



No. 13 404

Date June 20th, 2008

DEED OF SALE

by

DÉVELOPPEMENTS BLEURY - DE LA
GAUCHETIÈRE INC.

to

1030-1040 DE BLEURY S.E.C. by its
general partner 9197-5227 QUÉBEC
INC

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under the

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at the Registry Office of MONTREAL

Mtre

Notary

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