

OFFICE OF PATENT RECORDS

12-17-2002



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FINANCE SECTION

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #      Frame #
- Corrective Document  
Reel #      Frame #

**Conveyance Type**

- Assignment       License
- Security Agreement       Nunc Pro Tunc Assignment
- Merger      Effective Date  
Month Day Year April 29, 2002
- Change of Name
- Other:

**Conveying Party**

Mark if additional names of conveying parties attached

Name      Spectra Restaurant Group, Inc.

*12-11-02*

Execution Date  
Month Day Year  
April 29, 2002

Formerly

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Washington

**Receiving Party**

Mark if additional names of receiving parties attached

Name      Milestone's Restaurants South, Inc.

DBA/AKA/TA

Composed of

Address (line 1)      c/o Cara Operations Ltd.

Address (line 2)      6303 Airport Road

Address (line 3)      Mississauga, Ontario CANADA L4V 1R8

City      State/County      Zip

- Individual     General Partnership     Limited Partnership
- Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/16/2002 DBYRNE 00000013 1738765

**FOR OFFICE USE ONLY**

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Page 2****Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (206) 623-7580

Name Heather K. Fox

Address (line 1) Preston Gates &amp; Ellis LLP

Address (line 2) 701 Fifth Avenue

Address (line 3) Suite 5000

Address (line 4) Seattle, WA 98104

**Pages**Enter the total number of pages of the attached conveyance document including any attachments.  
# 12**Trademark Application Number(s) or Registration Number(s)** Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,738,765

**Number of Properties**

Enter the total number of properties involved # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

Enclosed Deposit Account 

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account).

Deposit Account Number: # 162456

Authorization to charge additional fees: Yes  No **Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Heather K. Fox

Name of Person Signing

Signature

Date Signed

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**U.S. ASSET TRANSFER AGREEMENT**

**THIS AGREEMENT** is made as of ●, 2002

**BETWEEN:**

**THE SPECTRA RESTAURANT GROUP, INC.**, a corporation  
governed by the laws of State of Washington,

("Spectra U.S. Sub")

-and-

**THE SPECTRA GROUP OF GREAT RESTAURANTS INC.**, a  
corporation governed by the laws of Canada,

("Spectra")

-and-

**MILESTONE'S RESTAURANTS SOUTH, INC.**, a corporation  
governed by the laws of the State of Delaware,

("Newco Sub").

**RECITALS:**

- A. Spectra and its Subsidiaries carry on the Milestone's Business.
- B. Spectra U.S. Sub is a direct wholly owned subsidiary of Spectra.
- C. Newco Sub is an indirect wholly owned subsidiary of Newco.
- D. Spectra is a party to an arrangement agreement dated April 8, 2002 with CARA and Holmco as amended and restated April 29, 2002 as the amended and restated transaction agreement (the "Transaction Agreement") whereby CARA and Holmco propose to acquire Spectra's Milestone's Business by way of an arrangement pursuant to the provisions of the *Canada Business Corporations Act*.
- E. As part of the Arrangement, Spectra U.S. Sub is to transfer, and Newco Sub is to acquire, all of the U.S. Assets of the Milestone's Business, on the terms and conditions set forth in this Agreement.

**THEREFORE**, in consideration of the covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby mutually acknowledged), the parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

Unless otherwise defined herein, all capitalized words and terms in this Agreement shall have the meanings given to them in the Transaction Agreement. Wherever used in this Agreement, the following words and terms shall have the meanings set out below:

**“Agreement”** means this asset transfer agreement, including all schedules, and all amendments or restatements as permitted, and **“hereof”**, **“herein”**, **“hereunder”**, and similar expressions refer to this asset transfer agreement and unless otherwise specified, not to any particular Article, Section or other portion hereof and includes any agreement or instrument supplementary or ancillary hereto; and any reference to **“Article”**, **“Section”** or **“Schedule”** herein shall mean the specified Article, Section or Schedule of this Agreement;

**“Milestone’s U.S. Balance Sheet”** shall have the meaning set forth in Section 3.1;

**“Parties”** means Spectra, Spectra U.S. Sub and Newco Sub, and **“Party”** means either of them;

**“Purchase Price”** shall have the meaning set out in Section 2.2;

**“U.S. Accounts Receivable”** means all Accounts Receivable that are part of the U.S. Assets;

**“U.S. Assets”** means those Assets that are owned by Spectra U.S. Sub;

**“U.S. Assumed Liabilities”** means those Assumed Liabilities that constitute liabilities and obligations of Spectra U.S. Sub; and

**“U.S. Milestone’s Business”** means that portion of the Milestone’s Business carried on at the Milestone’s Location in Washington State.

### 1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** - Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (c) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the law of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.
- (d) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (e) **Including** - Where the word **“including”** or **“includes”** is used in this Agreement, it means **“including (or includes) without limitation”**.

- (f) **No Strict Construction** - The Parties agree that no rule of strict construction shall be applied against any Party.
- (g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (h) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (i) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (j) **Time** – Time is of the essence in the performance of the Parties' respective obligations.

### 1.3 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

## ARTICLE 2 PURCHASE AND SALE

### 2.1 Purchase and Sale

Effective at the Effective Time, Spectra U.S. Sub shall sell and Newco Sub shall purchase the U.S. Assets as specified in Section 3.2(d) of the Plan of Arrangement.

### 2.2 Purchase Price

On the Effective Date, Newco Sub shall deliver to Spectra U.S. Sub the purchase price for the U.S. Assets specified in Section 3.2(d) of the Plan of Arrangement (the "Purchase Price").

### 2.3 Assumption of Assumed Liabilities and Covenant

- (a) Effective at the Effective Time, Newco Sub shall assume the U.S. Assumed Liabilities.
- (b) Effective at the Effective Time, Newco Sub agrees with Spectra to be bound by the provisions of Section 6.1(c) of the Transaction Agreement.

## **2.4 Transfer and Delivery of Purchased Assets**

On the Effective Date, Spectra U.S. Sub shall execute and deliver all such bills of sale, assignments, instruments of transfer, deeds, assurances, releases, discharges, consents and other documents as shall be necessary to effectively transfer to Newco Sub the U.S. Assets free and clear of all Encumbrances other than Permitted Encumbrances, and shall effect such registrations, recordings and filings with public authorities as may be required in connection with the transfer of the U.S. Assets to Newco Sub. Spectra U.S. Sub and Newco Sub shall deliver such other documents as may be necessary or desirable to complete the transactions provided for in this Agreement. At the Effective Time, Spectra U.S. Sub shall deliver up possession of the U.S. Assets.

## **2.5 No Assumption of Other Liabilities**

Except for the U.S. Assumed Liabilities, Newco Sub shall not assume and shall not be responsible for any of the liabilities, debts or obligations of Spectra U.S. Sub, whether present or future, absolute or contingent and whether or not relating to the U.S. Milestone's Business, and Spectra U.S. Sub shall indemnify and save harmless Newco Sub from and against all liabilities, debts and obligations of Spectra U.S. Sub not forming part of the U.S. Assumed Liabilities, subject to any liabilities for which Newco is indemnifying Spectra U.S. Sub hereunder.

## **2.6 Grant of License**

Spectra hereby grants to Newco Sub a transferable, non-exclusive, royalty-free, irrevocable and perpetual license to use without restriction (including the right to sublicense) those components of the Technology and the Systems that are Excluded Assets pursuant to clause (k) of the definition of Excluded Assets.

## **2.7 Assignments of Contracts and Authorizations**

In the event that the approval or consent to assignment of any Contract or Governmental Authorization forming part of the U.S. Assets which, as a matter of law or by its terms, (i) is not assignable, (ii) is not assignable without the approval or consent of the issuer thereof or the other party or parties thereto, or (iii) otherwise requires consent or approval be obtained in connection with consummation of the transactions contemplated hereunder or under the Plan of Arrangement, is not obtained on or prior to the Effective Date (collectively, "Non-Assignable Rights"), then Spectra U.S. Sub shall, and shall cause its Subsidiaries to, at any time or times following the Effective Date, at the request of Newco Sub:

- (a) apply for and use all reasonable efforts to obtain all such consents or approvals in a form satisfactory to Newco Sub acting reasonably;
- (b) co-operate with Newco Sub in any reasonable and lawful arrangements designed to provide the benefits of such Non-Assignable Rights to Newco Sub, including holding any such Non-Assignable Rights in trust for Newco Sub or acting as agent for Newco Sub;
- (c) enforce any rights of Spectra U.S. Sub or its Subsidiaries arising from such Non-Assignable Rights against the issuer thereof or the other party or parties thereto;
- (d) take all such actions and do, or cause to be done, all such things at the request of Newco Sub as shall reasonably be necessary and proper in order that the value of any Non-Assignable Rights shall be preserved and shall enure to the benefit of Newco Sub; and
- (e) pay over to Newco Sub, all monies collected by or paid to Spectra U.S. Sub or its Subsidiaries in respect of such Non-Assignable Rights.

Newco Sub shall indemnify and save Spectra U.S. Sub and its Subsidiaries harmless from any Claims in respect of any Non-Assignable Rights in connection with or arising as a result of any action of Spectra U.S. Sub or its Subsidiaries taken in accordance with paragraphs (b), (c) and (d) above, and paragraph (a) to the extent that such consents or approvals were otherwise the responsibility of the Buyers to obtain under the Transaction Agreement or to the extent that the Buyers have not complied with the provisions of Section 4.6(d) of the Transaction Agreement.

### **ARTICLE 3 PURCHASE PRICE**

#### **3.1 Delivery of Milestone's U.S. Balance Sheet**

As soon as reasonably practical after the Effective Date and in any event not later than 30 days thereafter Spectra shall prepare and deliver to Newco Sub a balance sheet of the U.S. Milestone's Business as at the Effective Date, detailing the categories of assets for the purpose of Section 3.2 prepared in accordance with GAAP on a basis consistent with that of the Financial Statements (the "Milestone's U.S. Balance Sheet"). A draft of the Milestone's U.S. Balance Sheet shall be provided for review and discussion as soon as it is available and in any event no later than 20 days after the Effective Date and the Parties shall in good faith resolve and agree to any issues resulting therefrom.

#### **3.2 Allocation of Purchase Price**

The Purchase Price (including the U.S. Assumed Liabilities) shall be allocated in accordance with Section 1060 of the U.S. Internal Revenue Code and on the basis of the Milestone's U.S. Balance Sheet prepared in accordance with Section 3.1 and the principles of allocation agreed between the Parties. Each of Spectra U.S. Sub and Newco Sub shall report the purchase and sale of the Purchased Assets in any Tax Return in accordance with the Milestone's U.S. Balance Sheet. The Parties shall cooperate with each other in the preparation and filing of I.R.S. Form 8594 in connection with the allocation of the Purchase Price. No Party, nor any of their respective affiliates, shall take any position (whether in financial statements, audits, tax returns or otherwise) which is inconsistent with the allocation of the Purchase Price unless required to do so by applicable Law.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties of Vendor**

Spectra U.S. Sub hereby represents and warrants to Newco Sub the matters set out in Schedule 3.1 of the Transaction Agreement. Further, Spectra U.S. Sub hereby represents and warrants to Newco Sub that (i) Spectra U.S. Sub has filed all Tax returns required to be filed which affect the U.S. Assets or the U.S. Milestone's Business and pursuant to applicable Law must be filed prior to the Effective Date; (ii) Spectra U.S. Sub has paid or remitted all Taxes which are required to be paid or remitted prior to the Effective Date which affect the U.S. Assets or the U.S. Milestone's Business; and (iii) there are no liens for Taxes (other than for Taxes not yet due and payable) with respect to the U.S. Assets or the U.S. Milestone's Business.

#### **4.2 Survival and Non-Waiver**

Sections 3.3 and 3.4 of the Transaction Agreement are hereby incorporated by reference in this Agreement, shall be deemed to be part hereof and shall apply *mutatis mutandis* to Spectra U.S. Sub and Newco Sub.

**ARTICLE 5  
OTHER COVENANTS**

**5.1 Access to Information**

- (a) From and after the Effective Date Spectra U.S. Sub shall afford representatives of the Newco Sub access during normal business hours, to Spectra U.S. Sub's and its Subsidiaries' properties, books, contracts and records as well as to its management personnel, and, during such period, Spectra U.S. Sub shall (and shall cause each of its Subsidiaries to) furnish promptly insofar as such access or information is reasonably required by such representatives for the conduct of any and all aspects of the businesses of Newco Sub, including in connection with the prosecution or defense of any claim by or against Newco Sub, the preparation and filing of Tax Returns, to comply with this Agreement, or as required by Newco Sub to comply with any obligations under applicable Law. Each Party shall also take all reasonable steps to preserve and keep the records delivered to or maintained by it in connection with the completion of the transactions contemplated under this Agreement for a period of six (6) years from the Effective Date, or for any longer period as may be required by any Law or Governmental Entity.
- (b) Each Party acknowledges that information provided to it under Subsection 5.1(a) above will contain information that is non-public and/or proprietary in nature and such information will be kept confidential in accordance with Section 5.4.

**5.2 Tax Matters**

Spectra U.S. Sub shall make any Tax elections or other discretionary positions with respect to Taxes affecting the U.S. Milestone's Business or U.S. Assets, only upon prior consultation with and consent of Newco Sub.

**5.3 Indemnity**

- (a) Newco Sub, its directors, officers, agents, employees and shareholders shall be entitled to the benefit of the indemnities granted by Spectra U.S. Sub pursuant to Section 6.1 of the Transaction Agreement.
- (b) Newco Sub shall indemnify and save harmless Spectra U.S. Sub from and against (i) all U.S. Assumed Liabilities assumed by Newco Sub pursuant to this Agreement, (ii) any Claim against Spectra U.S. Sub for notice of termination, termination pay or severance pay under common law or statute by any Employee who does not accept the offer of employment by Newco Sub provided that Spectra U.S. Sub has complied with its obligations under Section 4.4 of the Transaction Agreement and provided further that Spectra U.S. Sub shall not rehire or agree to rehire such Employee within a period of 12 months from the Effective Date, (iii) any Claims resulting from Newco Sub's failure to credit the Employees with all past service recognized by Spectra U.S. Sub prior to the Effective Date, and (iv) all Claims that may be made against Spectra U.S. Sub under Contracts assumed by Newco Sub by reason of any breach of such Contracts by Newco Sub. If Spectra U.S. Sub within 12 months of the Effective Date, shall rehire or agree to rehire any Employee who does not accept employment with Newco Sub and who makes a Claim against Newco Sub and Newco Sub makes a payment to that Employee with respect to that Claim, Spectra U.S. Sub shall upon such rehiring pay Newco the amount of the Claim paid by Newco to that Employee.



#### 5.4 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a third party with respect to which indemnification is sought by either Spectra U.S. Sub or Newco Sub (the "Indemnified Party"), shall give prompt notice in reasonable detail and providing an estimate of the Claim, and in any event within 20 days, to the Party or Parties from whom indemnification is being sought under this Agreement (the "Indemnifying Party") of any such Claims made upon it. If the Indemnifying Party fails to give such notice, such failure shall not preclude Spectra from obtaining such indemnification but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defence.
- (b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 30 days after receipt of the notice described in subsection (a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in subsection (b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including, if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense.
- (d) The final determination of any Claim pursuant to this Section, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be of such Claim against the Indemnifying Party.
- (e) If the Indemnifying Party does not assume control of a Claim as permitted in subsection (b), the Indemnified Party shall be entitled to make such settlement of the Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Claim shall be binding upon the Indemnifying Party.
- (f) If at any time subsequent to the making of any payment herein, the amount of the indemnified loss is reduced pursuant to any claim, recovery, settlement or payment by or against any other person (a "Recovery"), such that, taking the Recovery into account, the amount of the indemnity payment in respect of the Claim exceeds the amount of the Claim, the Indemnified Party shall promptly repay to the Indemnifying Party the amount of the excess (the "Excess") (less any costs, expenses (including Taxes) or premiums incurred in connection therewith) together with interest (a) from the date of payment of the indemnity payment in respect of which the repayment is being made to but excluding the earlier of the date of repayment of the Excess and the date that is 60 days after the Excess arises, but only to the extent that the Recovery giving rise to the Excess included interest, at the rate applied to the amount of the Recovery and (b) from and including the date that is 60 days after the Excess arises to but excluding the date of repayment of the Excess, at the prime rate of the Canadian Imperial Bank of Commerce. Notwithstanding the foregoing provisions of this subsection, no payment must be made hereunder to the

extent the Indemnified Party is entitled to an indemnity payment hereunder that remains unpaid. Upon making a full indemnity payment, the Indemnifying Party will, to the extent of such indemnity payment, be subrogated to all rights of the Indemnified Party against any third party in respect of the Claim to which the indemnity payment relates. Until the Indemnified Party recovers full payment of its Claim, any and all claims of the Indemnifying Party against such third party on account of such indemnity payment will be postponed and subordinated in right of payment to the Indemnified Party's rights against such third party.

## **5.5 Confidentiality**

After the Effective Date, Spectra U.S. Sub shall, and shall cause its Subsidiaries to, keep confidential all information relating to the Milestone's Business (including Personal Information), except information (other than Personal Information) which:

- (a) is part of the public domain;
- (b) becomes part of the public domain other than as a result of a breach of these provisions by Spectra U.S. Sub;
- (c) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
- (d) is released from the provisions of this Agreement by the written authorization of Newco Sub.

## **5.6 Other Covenants**

Newco Sub shall be entitled to the benefit of all covenants and agreements of Spectra U.S. Sub under the Transaction Agreement relating to the transactions contemplated under this Agreement, the Milestone's Business or the Assets to the extent that such covenants and agreements have not been fully performed as of the Effective Time. Spectra U.S. Sub acknowledges that Newco Sub does intend to hire Spectra U.S. Sub's employees other than those who are employees of the U.S. Milestone's Business and will not continue any of Spectra U.S. Sub's Benefit Plans. Spectra U.S. Sub will comply with all relevant laws in administering, transferring or terminating its 401(k) plan (if any) and any other employee benefit plans. Spectra U.S. Sub shall be responsible for all group health plan continuation of coverage obligations under COBRA relating to its employees other than those who are employees of the U.S. Milestone's Business.

## **ARTICLE 6 GENERAL**

### **6.1 Amendment**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

### **6.2 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to any other Party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication

aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, if not, the next succeeding Business Day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt unless actually received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the parties hereto shall be as follows:

(a) If to Spectra U.S. Sub:

The Spectra Restaurant Group Inc.  
c/o Spectra Group of Great Restaurants Inc.  
2<sup>nd</sup> Floor, 1880 West 1<sup>st</sup> Avenue  
Vancouver, British Columbia V6J 1G5  
Attention: Chairman  
Facsimile: (604) 714-6540

with a copy to:

Farris, Vaughan, Wills & Murphy  
26th Floor, 700 West Georgia Street  
Vancouver, British Columbia  
Attention: Elizabeth J. Harrison  
Facsimile: (604) 661-1739

(b) if to Newco Sub:

Milestone' Restaurants South, Inc.  
c/o Cara Operations Ltd.  
6303 Airport Road  
Mississauga, Ontario  
L4V 1R8  
Attention: President  
Facsimile: (905) 405-6714

### 6.3 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of any other Party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

### 6.4 Enurement and Assignment

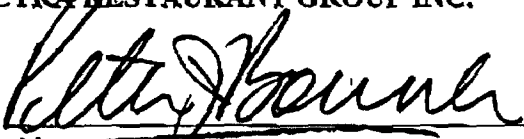
This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Parties hereto.

6.5 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SPECTRA RESTAURANT GROUP INC.

By:   
Name: Peter Bonner

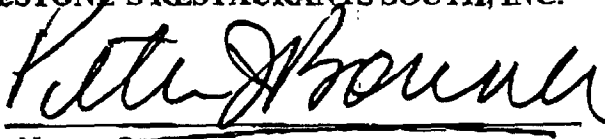
Title: Director

By: 

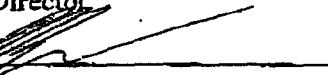
Name: Richard C. Benmore

Title: Director

MILESTONE'S RESTAURANTS SOUTH, INC.

By:   
Name: Peter Bonner

Title: Director

By: 

Name: Richard C. Benmore

Title: Director