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**C.R.B. HOLDINGS INC.
BUY-SELL AGREEMENT**

AGREEMENT made this 14th day of November, 2007, by and among **C.R.B. HOLDINGS INC.**, a New York Corporation having its principal place of business at 4028 Dickersonville Road, Ransomville, New York 14131 (the "Corporation"), and **ROBERT W. BURNS** and **JASON R. BURNS** (individually a "Shareholder" and collectively the Shareholders").

RECITALS

A. The Corporation is authorized to issue 200 shares of common stock without par value (the "Shares"), 100 of which are presently issued and outstanding.

B. The Shareholders are presently the legal and beneficial owners of the Shares described on Schedule "A" attached hereto, free and clear of all options, liens, encumbrances, pledges or charges of any kind except as set forth in this Agreement.

C. The Corporation has entered into certain franchise and related agreements with T.H.D. Delaware, Inc. ("THD") and has entered into certain lease agreements with Tim Donut U.S. Limited, Inc. (collectively, the "THD Agreements") pursuant to which the Corporation has acquired and is presently operating three Tim Horton Donut franchises.

D. The THD Agreements provide for certain restrictions on transfer of the Shares;

E. To insure compliance with the restrictions on transfers of Shares in the THD Agreements, to provide for continuity of the Corporation's management, and to create a market for the Shares upon the occurrence of certain events, the Shareholders have agreed to the restrictions on transfer of Shares and the creation of options and obligations for the purchase and sale of Shares as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
Definitions

1.01 The following definitions apply to this Agreement:

(a) "Sales Price" means the greater of the Agreed Value per Share or the Book Value per Share.

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(b) "Agreed Value" means \$5,000.00 per Share. The Agreed Value may change from time to time, providing that all Shareholders agree to the change in writing using the form set forth in Exhibit 1.01(b), which is attached to this Agreement and incorporated by this reference.

(c) "Book Value" means book value per Share as determined in accordance with generally accepted accounting principles consistently applied as of the end of the calendar quarter preceding the date of closing of any purchase and sale of Shares hereunder, determined by the certified public accountant or certified public accounting firm then servicing the Corporation, which determination shall be final and conclusive and binding on all parties. "Book value" shall include the cash surrender value, though not the proceeds, of any Corporation-owned insurance policies on the life of a Shareholder.

ARTICLE II Restrictions on Transfer of Shares

2.01 Restrictions on Transfer: Permitted Transfers. Each of the Shareholders hereby agrees to hold and dispose of any Shares now or hereafter owned or controlled by them only as provided in this Agreement. Without the prior written consent of the other Shareholders, no Shareholder shall at any time sell, assign, transfer or otherwise dispose of, or permit to be sold, assigned, transferred or otherwise disposed of (voluntarily, involuntarily or by operation of law), any Shares now or hereafter owned or controlled by such Shareholder in violation and contrary to the terms of this Agreement.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, a Shareholder may transfer some or all of his Shares by testamentary transfer to his children or to another Shareholder, and such transfer shall not be subject to any of the restrictions set forth in this Agreement:

2.02 Endorsement on Stock Certificates. Each certificate evidencing Shares shall bear any legend or legends required by applicable securities laws and, in addition thereto, shall bear a statement in substantially the following form:

Transfer of the shares evidenced by this Certificate is restricted under the terms of an Agreement, dated November 14th, 2007, by and among C.R.B. Holdings Inc. and its shareholders, a copy of which Agreement is on file at the principal office of the corporation. By accepting the shares evidenced by this certificate, the holder agrees to be bound by the terms of such Agreement.

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ARTICLE III

Purchase upon Resignation, Retirement, or Death of a Shareholder

3.01 Purchase Upon Resignation Or Retirement. Upon receipt by the Corporation of written notice from a Shareholder who is employed by the Corporation in an executive capacity as an officer or director of his resignation of employment with the Corporation, the Corporation shall purchase, in accordance with the procedures set forth in this Section and Section 3.03, all (but not less than all) of the resigning Shareholder's Shares at the price and on the other terms set forth in Section 3.04. For purposes hereof, the resigning Shareholder's Shares shall be deemed and considered to include all Shares in which he has any interest, legally or beneficially. The Corporation shall give notice of its intent to purchase the resigning Shareholder's Shares to the remaining Shareholders and the resigning Shareholder within 30 days of the Corporation's receipt of the notice of resignation.

3.02 Purchase Upon Death. Subject to Section 2.01 hereof, upon the death of a Shareholder, the Corporation shall purchase, in accordance with the procedures set forth in this Section and Section 3.03, all (but not less than all) of the Shares owned by the deceased Shareholder at such Shareholder's death, at the price and on the other terms set forth in Section 3.04. The Corporation shall give notice of its intent to purchase the deceased Shareholder's Shares to the remaining Shareholders and the estate of the deceased Shareholder within 30 days of the Shareholder's death.

3.03 Closing. The closing of the Corporation's purchase of a resigning or deceased Shareholder's Shares shall take place at the general offices of the Corporation, not more than 60 days after the Corporation's receipt of the notice of resignation, or the appointment of the deceased Shareholder's personal representative, as applicable. At the closing, in consideration of the receipt of the Sales Price, the resigning Shareholder or personal representative of a deceased Shareholder shall transfer all of the Shares to the Corporation.

3.04 Sales Price. The Sales Price for Shares purchased pursuant to Section 3.03 shall be paid in cash, except that at the option of the Corporation, up to 3/4 of the purchase price may be deferred and 1/4 paid at the closing. The deferred portion of the Sales Price shall be paid to resigning Shareholder or the deceased Shareholder's estate, as applicable, in seven (7) annual installments, the first such installment to be paid not more than 60 days from the date of closing. The Corporation's obligation to pay the balance of the Sales Price shall be evidenced by a promissory note of the Corporation (a "Note") to be dated as of the date of closing. The Note shall bear interest at a per annum rate equal to the Wall Street Journal Prime Rate as reported on the date of the closing, or if not reported on such date, on the prior date nearest thereto (the "Prime Rate"), and shall provide that the Note shall become immediately due and payable in full in case of default in the timely payment of principal or interest. The Corporation shall have the right to prepay the Note, in whole or part, at any time, without penalty or premium.

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**ARTICLE IV
Lifetime Transfers**

4.01 Voluntary Transfers.

(a) If a Shareholder desires to transfer any Shares to any transferee other than the Corporation or another Shareholder, that Shareholder (the "Selling Shareholder") shall promptly give written notice (a "Sale Notice") to the Corporation, the remaining Shareholders, and THD, of his desire to transfer Shares. The Sale Notice shall state: (i) the number of Shares proposed to be transferred, (ii) the name and address of the proposed transferee, and (iii) the amount of the consideration and the other terms of the sale. The Selling Shareholder shall provide such additional information concerning the transfer and the proposed transferee as the Corporation, the remaining Shareholders, and THD shall request.

(b) If the Corporation determines that the proposed transfer is not permitted under the terms of the THD Agreements, or, if after receipt of the notice and all additional information requested, THD shall fail to consent in writing to the proposed transfer, then the proposed transfer shall not be made.

(c) If the Corporation determines that the proposed transfer is consistent with the THD Agreements, and THD consents in writing to such transfer, then within 60 days of the Corporation's receipt of THD's written consent to the transfer, the Corporation may exercise an option to purchase all or any portion of the Shares proposed to be transferred for the price and upon the other terms hereafter provided. If the Corporation does not exercise its option to purchase all or any of such Shares, the remaining Shareholders, within 120 days of the Corporation's receipt of THD's written consent, may exercise an option to purchase all of the unpurchased Shares.

(d) The Corporation and the remaining Shareholders must in the aggregate exercise their options to purchase all of the Shares proposed to be transferred or forfeit their options.

4.02 Involuntary Transfers. As used in this Agreement, an "Involuntary Transfer" shall be deemed to occur whenever: (a) a Shareholder's Shares are involuntarily sold, transferred or otherwise disposed, or an involuntary sale, transfer or disposal is threatened by any third party, whether by sale upon execution or in foreclosure of any pledge, hypothecation, lien or charge, or any other means; (b) a Shareholder files a voluntary petition under any federal or state bankruptcy, insolvency or related law or a petition for the appointment of a receiver, or makes an assignment for the benefit of creditors, or is subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to his Shares and such involuntary petition, assignment,

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or attachment is not discharged within 90 days after its effective date; (c) a guardian or conservator is appointed for a Shareholder; or (d) in connection with the dissolution of marriage of any married Shareholder, the Shareholder enters into a property settlement agreement or any court issues an interlocutory decree or other order, the terms of which transfer or award any Shares to the Shareholder's spouse. If Shares are transferred by Involuntary Transfer to any transferee other than the Corporation or another Shareholder, then within 60 days of the Corporation's receipt of actual notice of the Involuntary Transfer, the Corporation may exercise an option to purchase all or any portion of the Shares involuntarily transferred for the price and upon the other terms hereafter provided. If the Corporation does not exercise its option to purchase all or any of such Shares, the remaining Shareholders within 120 days of the Corporation's receipt of actual notice of the Involuntary Transfer, may exercise an option to purchase all of the Shares that were not purchased by the Corporation.

4.03 Exercise of Options and Effect of Nonexercise of Options.

(a) The Corporation and the remaining Shareholders shall exercise their purchase options by delivering written notice of exercise of the option, within the time periods provided, to the Selling Shareholder in the case of an option granted under Section 4.01 and to the transferee of an Involuntary Transfer in the case of an option granted under Section 4.02.

(b) If the purchase options are forfeited or are not exercised in compliance with Section 4.01 or 4.02, as applicable, then in the case of a proposed transfer under paragraph 4.01, the Shares may be transferred within 10 days after the expiration of the option period granted to the remaining Shareholder to the transferee named in the Sale Notice, and upon the terms there stated, and in the case of a transfer of Shares under Section 4.02, the Shares, after the expiration of the option period granted to the remaining Shareholder, shall remain in the hands of the involuntary transferee, in either case, subject to all of the terms and conditions of this Agreement as if no transfer had been made.

(c) A Selling Shareholder under Section 4.01 or an involuntary transferee of Shares under Section 4.02, either, or both, as a shareholder or director of the Corporation, shall vote in favor of the Corporation's exercise of the purchase options granted to it by this Agreement at any meeting of shareholders or directors called for this purpose, unless the purchase by the Corporation of Shares to which the option relates would be illegal under applicable law.

4.04 Sales Price.

The purchase price of Shares purchased under Section 4.01 or Section 4.02 of this Article IV shall be the Sales Price, notwithstanding any value or valuation (i) agreed to by a Shareholder and any other party to an Involuntary Transfer, or (ii) given to the Shares by any other party, including but not limited to a court of law, an appraiser, accountant, or other such professional, in connection with any Involuntary Transfer.

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4.05 Payment of Sales Price.

(a) The Sales Price for Shares shall be paid in cash except that at the option of the purchasing party or parties, up to 3/4 of the purchase price may be deferred and 1/4 paid at the closing.

(b) The deferred portion of the purchase price shall be evidenced by the promissory note of each purchasing party made payable to the order of the selling party. The note of a purchasing party shall be payable in seven (7) annual installments, the first such installment to be paid not more than 60 days from the date of closing, with interest at a fixed rate per annum equal to the Prime Rate.

(c) If the maker of the promissory note is the Corporation, the note shall be unsecured, but each surviving or remaining Shareholder shall guarantee the note.

(d) If the maker of the promissory note is a Shareholder, the note shall be secured by the Shareholder's pledge, to the payee of the note, of the Shares purchased.

4.06 Closing.

(a) Unless otherwise agreed by the parties, the closing of the sale and purchase of Shares under this Article IV shall take place at the general offices of the Corporation, not more than 60 days after the purchase price for the Shares has been determined pursuant to Section 4.04 hereof.

(b) Upon the closing of the sale and purchase of the Shares, the selling and purchasing parties shall execute and deliver to each other the documents required to carry out their undertakings, including the payment of cash, the execution and delivery of Notes and the assignment and delivery of certificates evidencing Shares. Upon the closing, the selling Shareholder shall deliver to the Corporation his resignation as an officer, directors and employee of the Corporation.

(c) The sale and purchase of Shares that the remaining Shareholders are to purchase shall take place immediately after the sale and purchase of Shares, if any, which the Corporation is to purchase.

**ARTICLE V
Miscellaneous**

5.01 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Each transferee of Shares shall be bound by the terms of this Agreement and each such transferee shall confirm that he is so bound as a prerequisite to registration of any Shares in the name of the transferee.

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5.02 **Remedies.** The parties hereto confirm that irreparable injury would be caused to the Shareholders and the Corporation by failure to comply with the terms of this Agreement; that in the event of any actual or threatened default in or breach of any of the provisions in this Agreement, the party or parties who are aggrieved thereby shall have the right to specific performance and an injunction, as well as monetary damages and any other appropriate relief in law or in equity which may be granted by any court in the United States of America; and that all such rights and remedies shall be cumulative.

5.03 **Waiver.** A failure of any party to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability, or constitute a waiver of future enforcement, of that provision or of any other provision of this Agreement.

5.04 **Governing Law.** This Agreement shall in all respects be subject to, and governed by, the laws of the State of New York.

5.05 **Severability.** The invalidity or unenforceability of any provision in this Agreement shall not in any way affect the validity or enforceability of any other provision, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in the Agreement.

5.06 **Entire Agreement.** This Agreement sets forth all of the agreements among the parties hereto with respect to the Shares owned by the Shareholders and any other matters set forth herein, and there are no promises, agreements, conditions, warranties, or representations, oral or written, express or implied, among them with respect to such Shares or such other matters except as set forth herein. Any and all prior agreements among the parties hereto with respect to the Shares owned by the Shareholders are hereby revoked. This Agreement is, and is intended by the parties to be, an integration of any and all prior agreements or understandings, oral or written, with respect to the Shares.

5.07 **Amendment.** This Agreement may be modified, amended or waived only by a written agreement executed by the party against whom enforcement of such modification, amendment or waiver is sought.

5.08 **Termination.** This Agreement shall terminate, and the certificates representing Shares shall be released from the terms of this Agreement, upon the occurrence of one or more of the following events, or as otherwise provided by law: (a) liquidation, dissolution, bankruptcy, or receivership of the Corporation; (b) the Corporation ceases to conduct any business operations; (c) the cancellation, expiration, or other termination of the THD Agreements; (d) by mutual consent of the Shareholders and the Corporation; (e) death of all of the Shareholders; or (f) a single Shareholder's becoming the owner of all of the Shares.

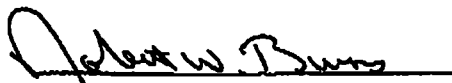
5.09 **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, all of which when executed and delivered shall have the force and effect of

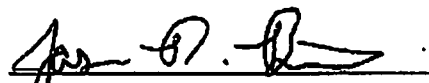
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an original, except that some schedules may exist only on the original copy retained in the Corporation's records.

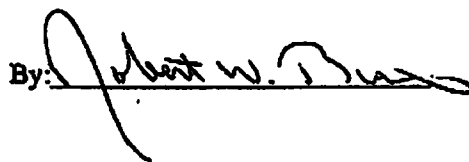
5.10 Notices. Any and all notices, requests, or other communications hereunder provided for herein shall be given in writing and sent by hand delivery or by registered or certified mail, return receipt requested, with first-class postage prepaid; and such notices shall be addressed: (a) if to the Corporation, to the principle office of the Corporation; and (b) if to any Shareholder, to the address of the Shareholder as reflected in the stock records of the Corporation, unless notice of a change of address is furnished to all parties in the manner provided in this Section 5.10. Any notice that is required to be made within a stated period of time shall be considered timely if delivered or mailed before midnight of the last date of such period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.


Robert W. Burns


Jason R. Burns

C.R.B. HOLDINGS INC.

By: 

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SCHEDULE "A"

Shareholders and Share Ownership

As of November 14, 2007

<u>SHAREHOLDER</u>	<u>COMMON SHARES</u>
Robert W. Burns	85
Jason R. Burns	15

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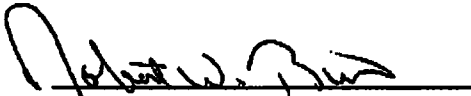
EXHIBIT 1.01(b)

Agreed Value of Shares

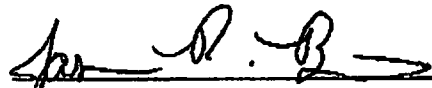
Per Section 1.01(b)

Dated: November 14, 2007

Agreed value per Share: \$5,000.00



Robert W. Burns



Jason R. Burns