

**Jason & Jacqueline Burns  
4641 Creek Road  
Lewiston, New York 14092**

**LETTER OF INTENT**

January 8, 2020

Mr. Robert W. Burns  
8955 Rivershore Drive  
Niagara Falls, New York 14304

RE: Proposed Purchase of All Issued and Owned Shares (85) of CRB Holdings, Inc.

Dear Dad:

Since 2007 you have afforded us (Jason as co-owner) the opportunity to be part of the amazing success of the Tim Hortons® franchise (hereafter "TH") you spearheaded and developed in Niagara Falls and the surrounding communities. At this time, as you prepare to consider your future options to move on from the daily operational and financial commitments of running the seven (7) free-standing TH restaurant locations (and the two upcoming ones), we are hopeful you will allow us to continue the legacy of your success by affording us the opportunity to become the next generation owners of CRB Holdings, Inc. (the "Corporation").

In furtherance of the above, we would like to present this Letter of Intent ("LOI") to you for our proposed purchase of your 85 issued shares of the Corporation as follows (we know and understand that this letter is non-binding and that both parties are not legally committed to the performance of any closing obligations unless a formal Stock Sale Agreement ("SSA") is signed, and all conditions relating to its closing are satisfied):

1. **Purchase Price.** The purchase price will be equal to the value of the purchased shares as determined by the "Book Value" of the Corporation as defined in Section 1.1 (b) of the Shareholders Agreement dated as of October 1, 2014, but subject to any other "Agreed Price" we establish between ourselves.
2. **Closing Date.** Within 30 days of the satisfaction of all conditions or contingencies set forth in a fully executed Stock Sale Agreement containing all the terms and conditions of a successful closing, including the financing and franchise approvals set forth in the next succeeding paragraphs of this LOI. We expect our attorneys to complete a final SSA within 20 days of our signing of this LOI.
3. **Financing Contingency.** The closing on the purchase of your shares will be contingent on our ("Buyer's") obtaining a written commitment letter from a bank or other lending institution for so much of the purchase price as we deem to be reasonable and necessary to properly facilitate the purchase upon a debt repayment structure that is supported by the current and expected future income stream of the Corporation. We will commit to a specific amount of financing in the SSA in accordance with the final Purchase Price set forth in the SSA.

Mr. Robert W. Burns  
Letter of Intent  
January 8, 2020  
Pg. 2

4. **Franchisor Approval.** The sale and transfer of your shares and all the obligations of the Buyers under the SSA will be conditioned on obtaining any required written approval and consent from Tim Hortons USA, Inc. ("Franchisor") in accordance with the requirements of the current Franchise Agreement, (i) authorizing the sale of your shares to Buyers; (ii) approving and acknowledging the Buyers as Franchisees in accordance with the current Franchise Agreement, including any ratification of the same, or execution of a new Franchise Agreement, if necessary; and (iii) payment of any transfer fees, if applicable, from the purchase price proceeds at closing.
  
5. **Due Diligence.** The SSA will include provisions granting access to and allowing the Buyers and/or their attorneys and accountants, financial advisors, or other professionals retained to assist with their purchase of the shares ("Buyers Representatives"), to copy, review, and inspect, (i) the corporate books and records of the Corporation; (ii) all of the current and historical financial books and records of the Corporation up through the most recently available and completed set of such books and records, including those to be used to determine the Purchase Price based on the Book Value; (iii) all leases or subleases, including all renewals and amendments for each of the seven current TH restaurant locations (and any lease or draft thereof for the upcoming two additional locations); (iv) the search, survey and any title policy for the Corporation's ownership of 2019 River Road, Niagara Falls, New York; (v) the Franchise Agreement, including all addenda and amendments thereto; (vi) all loan documents for any lines of credit or other lending based debt that forms the basis for any liability of the Corporation, along with current UCC financing statements and relevant state and local UCC searches; (vii) all federal, state and local licenses and permits issued to operate each of the current TH restaurant locations and any notices of violation issued and outstanding relating to the same; (viii) good standing certificate and franchise tax searches current within 30 days of closing; and (ix) such other documents reasonably requested by Buyers closing counsel. **Confidentiality:** All of the foregoing documents and materials, unless obtained or available through a public or other non-private source of retrieval shall be kept and maintained by Buyers and all of Buyers Representatives in strict confidence and not be shared, copied or distributed to any person or party except as provided herein, and upon any termination of this LOI or failure to consummate an SSA or any cancellation of any SSA prior to a successful closing of the same, all such documents (including digital copies) shall be returned or permanently deleted or destroyed.
  
6. **Real Property at 4700 Military Road, Niagara Falls, NY.** In the event 2019 River Road, LLC, as owner of the property leased to the Corporation for the TH restaurant located at 4700 Military Road, Niagara Falls, New York (the "4700 Military Road location"), (and owned by you as sole member of the LLC) receives and accepts an offer to sell the 4700 location, said offer to sell to any other third-party will be subject to Buyers right of first refusal to purchase the 4700 Military Road location on the same terms and conditions set forth in the proposed third-party contract which right of refusal will be in effect for 15 days after the delivery of the fully executed contract to Buyers. At closing the current lease for the 4700 Military Road location will be amended to recite and include this right of first refusal.

Mr. Robert W. Burns  
Letter of Intent  
January 8, 2020  
Pg. 3

- 7. **Non-Compete.** The SSA will include a non-competition restrictive covenant that may allow Seller to potentially consult with and on behalf of Buyers for a limited period of time post-closing (specific duties, compensation, health insurance and other terms to be discussed and agreed upon), but will also prohibit Seller from engaging, either directly or indirectly in any capacity whatsoever, in the same or similar food service business of the Corporation within the geographical scope of Niagara County, New York or within 15 miles of each current and proposed TH restaurant operated or planned by the Corporation, for a period of five (5) years from the Closing Date.

We are excited about this opportunity to continue the Tim Hortons® franchise business you founded and developed locally and are hopeful you will find the general terms laid out in this proposal to be acceptable. If so, and for the purpose of getting our respective attorneys and other companion professionals properly engaged in this transaction we would appreciate your joint signature on the space provided below.

Sincerely,

JASON BURNS and JACKIE BURNS

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AGREED AND ACCEPTED

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ROBERT W. BURNS