BTB REAL ESTATE INVESTMENT TRUST

- and -

CAGIM REAL ESTATE CORPORATION

SUPPORT AGREEMENT

March 26, 2010

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SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT made as of the 26th day of March, 2010

AMONG:	**BTB REAL ESTATE INVESTMENT TRUST**, a real estate investment trust governed by the laws of the province of Québec (hereinafter called the "**Offeror**")
AND:	**CAGIM REAL ESTATE CORPORATION**, a corporation governed by the laws of Canada (hereinafter called "**Cagim**")

WHEREAS the Offeror desires to acquire all of the Shares (as hereinafter defined) of Cagim and is prepared to make an offer to acquire such Shares;

WHEREAS the Board of directors of Cagim (the "**Board of Directors**") has determined March 26, 2010 that the consideration per Share to be received by the Shareholders (as hereinafter defined) pursuant to the Offer (as hereinafter defined) is fair and the transactions contemplated in the Offer are in the best interests of Cagim and the Board of Directors has resolved to support the Offer and intends to recommend acceptance of the Offer to Shareholders;

WHEREAS contemporaneously herewith, the Offeror has entered into a lock-up agreement ("**Lock-Up Agreement**") with the Locked-up Shareholders (as hereinafter defined) pursuant to which the Offeror has agreed to make an offer to purchase all of the Shares and such Locked-up Shareholders have agreed to tender to the Offeror all of the Shares held or hereafter acquired by them;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals hereto), unless there is something in the subject matter or context inconsistent therewith, the following terms have the meanings set forth below.

"**Affiliate**" has the meaning ascribed to that term in NI 45-106.

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this Agreement, including the schedules hereto, as the same may be amended or supplemented from time to time.

"**Alternative Transaction**" means: (i) any merger, amalgamation, take-over bid, tender offer, arrangement, recapitalization, consolidation, reorganization, business combination, liquidation, dissolution or security exchange; (ii) any sale or acquisition of 20% or more of the fair market value of the assets of Cagim on a consolidated basis; (iii) any sale or acquisition of 20% or more of Cagim's shares of any class or rights or interests therein or thereto; (iv) any sale of any material interest in any material property of Cagim; (v) any similar business combination or transaction, of or involving Cagim or any Subsidiary of Cagim; or (vi) any proposal or offer to, or public announcement of an intention to do, any of the foregoing from any Person other than the Offeror, excluding the Offer or any transaction to which the Offeror or an Affiliate of the Offeror is a party.

"**Annual Financial Statements**" means the audited consolidated financial statements of Cagim and its Subsidiaries for the fiscal year ended December 31, 2008, including the notes thereto and the auditor's report thereon.

"**Associate**" has the meaning ascribed to that term in the *Securities Act*.

"**Bid Circular**" has the meaning set forth in Section 2.1(c).

"**Board of Directors**" has the meaning set forth in the recitals to this Agreement.

"**Business Day**" means any day except a Saturday, Sunday or statutory holiday in Montréal, Canada.

"**Cagim**" has the meaning set forth in the preamble to this Agreement.

"**Cagim Plans**" means all agreements, health, welfare, supplemental unemployment benefit, bonus, profit sharing, deferred compensation, stock purchase, stock compensation (including the Stock Option Plan), disability, pension or retirement plans and other employee compensation or benefit plans, policies or arrangements which are maintained by or binding upon Cagim or its Subsidiaries.

"**Cagim's Public Disclosure Record**" means all documents filed by Cagim on the System for Electronic Document Analysis and Retrieval (SEDAR).

"**CBCA**" means the *Canada Business Corporations Act*, as amended from time to time.

"**Compulsory Acquisition**" has the meaning set forth in Section 2.5.

"**Confidentiality Agreement**" means the confidentiality agreement, dated as of October 6, 2009, between Cagim and the Offeror.

"**Constating Documents**" means, for an entity, the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution, articles of revival, memorandum of association or any other organizational or charter documents, including any amendments thereto, and the by-laws or regulations of such entity, as amended from time to time.

"**Contaminant**" means any hazardous, dangerous or toxic substance, including petroleum (including crude oil or any fraction thereof), petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, radon, toxic mould, urea-formaldehyde, solvent, chemical and any other material, substance or thing that is regulated, or defined, under any Environmental Laws or that could result in liability under any Environmental Laws, and shall include any deleterious substance, contaminant, pollutant, waste, hazardous waste, special waste or dangerous good as defined under any Environment Laws.

"**Contract**" means any contract, agreement, commitment, undertaking, licence, note, bond, mortgage, indenture, loan or deed of trust, whether or not in writing.

"Debentures" means the convertible debentures of Cagim for an aggregate principal amount of $1,400,000, bearing interest at the annual rate of 9%, convertible at a rate of $0.50 per Share until September 29, 2010 or $0.55 thereafter until maturity and maturing on September 30, 2011.

"Debentureholders" means the following Debenture holders: Capital Transit Inc., Fiducie Aventin and Polatos Investments Corporation.

"**Directors' Circular**" means the directors' circular prepared by the Board of Directors in connection with the Offer.

"**Disclosure Letter**" means the disclosure letter of Cagim delivered to the Offeror contemporaneously with the execution and delivery of this Agreement.

"**Effective Time**" means the time on the Take-up Date that the Offeror shall have acquired ownership of and paid for at least the number of Shares required to satisfy the Minimum Condition pursuant to the terms of the Offer.

"**Employees**" means all Persons employed by each of Cagim or its Subsidiaries on a full-time, part-time or temporary basis including all directors, officers and Persons on disability leave, parental leave or other absence from work.

"**Encumbrances**" means any pledge, lien, priority, security interest, lease, title retention agreement, restriction, easement, right-of-way, title defect, option, adverse claim or encumbrance of any kind or character whatsoever.

"**Environmental Encumbrance**" means any Encumbrance in favour of any Governmental Authority arising under Environmental Laws.

"**Environmental Laws**" means all applicable Laws establishing or imposing liability or standards of conduct or licensing requirements for or relating to the regulation of activities, materials, substances, wastes or Contaminants in connection with or for or to the protection of human health, safety, the environment (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

"**Environmental Permits**" has the meaning set forth in Section 4.17(d).

"**Expiry Date**" means the date on which the Expiry Time occurs.

"**Expiry Time**" has the meaning set forth in Section 2.1(b).

"**Financial Statements**" means the Annual Financial Statements and Interim Financial Statements.

"**GAAP**" means Canadian generally accepted accounting principles.

"**Governmental Authority**" means: (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, having jurisdiction over the affairs of the Offeror or Cagim or its Subsidiaries ;(ii) any subdivision or authority of any of the foregoing having jurisdiction over the affairs of the Offeror or Cagim or its Subsidiaries; or (iii) any quasi-governmental or private body, including any stock exchange, in each case exercising any regulatory, expropriation or taxing authority, under or for the account of any of the above.

"**including**" means including without limitation, and "**include**" and "**includes**" have a corresponding meaning.

"**Initial Expiry Time**" means 5:00 p.m. (Montreal Time) May 7, 2010 or such other date as the Offeror and Cagim may agree upon in writing.

"**Interim Financial Statements**" means the interim consolidated financial statements of Cagim and its Subsidiaries for the nine month period ended September 30, 2009, including the notes thereto.

"**Latest Mailing Time**" has the meaning set forth in Section 2.1(d).

"**Law**" means any and all applicable laws, whether local, domestic, regional, provincial, federal, state, foreign or international, including all statutes, codes, ordinances, orders, decrees, rules, directives, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, decisions, rulings or awards, policies, guidelines, including any and all by-laws, rules, regulations, policies, guidelines, orders, decisions, rulings or awards of any Governmental Authority and any applicable stock exchanges and self-regulatory organizations and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which this word is used.

"**Lock-Up Agreement**" means the Lock-Up Agreement substantially in the form attached hereto as Schedule B to be entered into by the Offeror and each Look-up Shareholders.

"**Locked-up Shareholders**" means each of Guy Boutin, Fonds FBL Inc., Ginette Potvin, Stéphane Beshro, Gestion Best Inc., Carl De Rico, Paule Laliberté, Michel Deveau, Laurent Tanguay et Rosaire Tanguay.

"**Material Adverse Change**" or "Material Adverse Effect" means any change, effect, event or occurrence that is, or would reasonably be expected to be, material and adverse to the properties, assets, liabilities , obligations, operations, business, affairs, results of operations of Cagim and its Subsidiaries, taken as a whole, other than any change, effect, event or occurrence resulting from: (i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder; (ii) changes in the Canadian economy or securities or currency markets in Canada; (iii) changes in the industry in which Cagim or its Subsidiaries currently operate, to the extent that they do not disproportionately affect Cagim and/or its Subsidiaries; or (iv) any generally applicable changes in applicable Laws (other than Tax Laws or regulations or the interpretation thereof), provided that for purposes of clause (iii), such effect does not primarily relate to (or have the effect of primarily relating only to) Cagim or its Subsidiaries, or disproportionately adversely affect Cagim or its Subsidiaries.

“**Material Contract**” means each Contract, excluding any leases, that is material to the conduct of the business of Cagim or any of its Subsidiaries, including each Contract under which the annual obligations of Cagim and/or its Subsidiaries exceed $100,000.

“**Minimum Condition**” means the condition set forth in paragraph (a) of Schedule A.

“**NI 45-106**” means *National Instrument 45-106 – Prospectus and Registration Exemptions*.

“**Offer**” has the meaning set forth in Section 2.1(a).

“**Offer Documents**” has the meaning set forth in Section 2.1(d).

“**Offer Price**” has the meaning set forth in Section 2.1(a).

“**Offeror**” has the meaning set forth in the preamble to this Agreement.

“**Officer and Employee Obligations**” means any obligations or liabilities of Cagim or any of its Subsidiaries in existence on the date hereof to pay any amount to: (A) its officers and/or directors (other than for salary, benefits and directors’ fees in the ordinary course in each case in amounts consistent with past practices) and, without limiting the generality of the foregoing, Officer and Employee Obligations shall include the obligations of Cagim or any of its Subsidiaries to officers and/or directors for severance or termination payments on a change of control of Cagim pursuant to any employment agreements or otherwise in existence on the date hereof; and (B) its Employees, other than for salary, bonuses under their existing bonus arrangement and directors’ fees in the ordinary course in each case in amounts consistent with historic practices and, without limiting the generality of the foregoing, Officer and Employee Obligations shall include the obligations of Cagim or any of its Subsidiaries to Employee (i) for severance or termination payments on the change of control of Cagim pursuant to any severance and termination agreements in the case of officers and pursuant to Cagim’s severance provisions in the case of employees; and (ii) for cash payments on the change of control of Cagim pursuant to any obligations, arrangements or policies of Cagim.

"**Operating Properties**" means the operating properties of Cagim and its Subsidiaries.

“**Optionholder**” means a holder of Options.

“**Options**” means the currently outstanding incentive stock options to acquire up to an aggregate of 2,320,000 Shares issued pursuant to Cagim’s Stock Option Plan.

“**Outside Date**” means May 7, 2010 or such other date as the Offeror and Cagim may agree upon in writing.

“**Parties**” means the Offeror and Cagim, and “**Party**” means any of them.

“**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, corporation, limited liability company, unlimited liability company, Governmental Authority, and a natural person in such person’s capacity as trustee, executor, administrator or other legal representative.

“**Recommendation**” has the meaning set forth in Section 2.3(a).

“**Response Period**” has the meaning set forth in Section 6.3(a)(iii).

"**Securities Act**" means the *Securities Act* (Québec) and the rules and regulations made thereunder, as now in effect and as they may be amended from time to time.

"**Securities Authorities**" means the TSX-V and the applicable securities commissions or similar regulatory authorities in Canada.

"**Securities Laws**" has the meaning set forth in Section 2.1(b).

"**Shares**" means the issued and outstanding Class A common shares in the capital of Cagim, as currently constituted.

"**Shareholders**" means the registered or beneficial holders of the issued and outstanding Shares.

"**Stock Option Plan**" means the Stock Option Plan approved by the Board of Directors pursuant to which Cagim is authorized to grant Options to acquire up to an aggregate of 2,789,676 Shares, of which Options to acquire 2,320,000 are outstanding.

"**Subsequent Acquisition Transaction**" has the meaning set forth in Section 2.5.

"**Subsidiary**" has the meaning set forth in NI 45-106.

"**Superior Proposal**" means an unsolicited *bona fide* Alternative Transaction proposed by a third party to Cagim in writing after the date hereof: (i) to purchase acquire, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, all of the Shares; (ii) that the Board of Directors determines, acting reasonably and in good faith, constitutes a commercially feasible transaction which would be carried out within a time frame that is reasonable in the circumstances, for which adequate financial arrangements have been or would reasonably be expected to be made and which would, if consummated, likely be superior to the Offer from a financial point of view to Shareholders.

"**Take-up Date**" means the date that the Offeror first takes up and acquires Shares pursuant to the Offer.

"**Taxes**" means all taxes, duties, fees, premiums, assessments, levies and other fees of any kind whatsoever levied by any Governmental Authority, or to be paid, under any tax laws, including income tax, value added tax, goods and services tax, sales tax, employment tax, health tax, royalties, tax deductions, property tax, corporate tax, tax on capital, customs duties, transfer fees, stamp duty, compulsory contributions pursuant to a social security system due and payable and/or required to be withheld from compensation paid or accrued by Cagim or any of its Subsidiaries to Employees.

"**Tax Returns**" means all returns, reports, declarations, elections, notices, filings, information returns and statements filed or required to be filed in respect of Taxes.

"**TSX-V**" means the TSX-Venture Exchange.

1.2 Singular, Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

Unless otherwise expressly stated, all references to currency herein shall be deemed to be references to Canadian dollars.

1.4 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Québec and the federal laws of Canada applicable therein, and shall be construed and treated in all respects as a Québec contract. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Québec in respect of all matters arising under and in relation to this Agreement and the Offer.

1.7 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A: Conditions of the Offer

Schedule A-1: Memo Describing the Transactions of the Reorganization

Schedule A-2: Certificate of Tenant

Schedule B: Form of Lock-Up Agreement

ARTICLE 2
THE OFFER

2.1 The Offer

(a) The Offeror (and shall forthwith announce its intention) shall mail, as soon as possible but in any avent no later than 11:59 p.m. (Montreal Time) on April 1, 2010 or such later date as the Offeror and Cagim may agree upon in writing, an offer to purchase, subject to the terms and conditions hereof, all of the outstanding Shares, including Shares actually issued prior to the

Expiry Time upon exercise or conversion of Options or Debentures, at a price per Share of $1.05 (the "**Offer Price**") payable in cash. This offer shall not be subject to any conditions, save and except for the conditions set forth in Schedule A hereto (the "**Offer**", which term shall include any one or more amendments or variations to, or extensions of, such Offer, including, without limitation, increasing the consideration, removing or waiving any condition or extending the date by which Cagim Shares may be tendered, all in accordance with this Agreement).

(b) The documentation relating to the Offer in the French language shall, subject to the terms and conditions hereof, be made to the Shareholders in accordance with all applicable Canadian provincial and territorial securities laws, regulations and rules and the policy statements, orders and rulings of the Securities Authorities (collectively, the "**Securities Laws**") and shall be open for acceptance until a time or times that is: (i) not earlier than 5:00 p.m. (Montréal time) on the 36th day after the day of the Offer; and (ii) not later than the Outside Date (the time at which the Offer initially expires being referred to as its "**Initial Expiry Time**"). The Offer shall expire on the Initial Expiry Time, except that the Offer shall be extended by Offeror for such period of time, not less than 10 days nor more that 15 days following the Initial Expiry Time, if the conditions thereto set forth in Schedule A are not satisfied or waived on or by the date and time at which the Offer would otherwise have expired (such Initial Expiry Time or any extension thereof, the "**Expiry Time**").

(c) Subject to the satisfaction or waiver of the conditions set forth in Schedule A, the Offeror shall, as soon as possible but in any avent no later than the first Business Day following the Expiry Time, take-up and pay for all Shares validly tendered (and not properly withdrawn) pursuant to the Offer.

(d) The Offeror shall prepare and mail, or cause to be mailed, the Offer, accompanying take-over bid circular, in the French language (such circular, together with the Offer, being referred to as the "**Bid Circular**"), the related "Letter of Transmittal" and "Notice of Guaranteed Delivery" (collectively, the "**Offer Documents**") in accordance with applicable Laws to each Shareholder, Optionholder and Debentureholder as soon as reasonably practicable and, in any event, on or before 11:59 p.m. (Montreal time) on April 1, 2010 or such later date as the Offeror and Cagim may agree upon in writing (such time on such date being referred to herein as the "**Latest Mailing Time**"). However, if the mailing of the Bid Circular is delayed by reason of an injunction or order made by a Governmental Authority of competent jurisdiction then, provided that such injunction or order is being contested or appealed, then the Latest Mailing Time shall be extended for a period ending on the earlier of 11:59 p.m. (Montréal time) on the date which is 10 days after the Latest Mailing Time and 11:59 p.m. (Montréal time) on the third Business Day following the date on which such injunction or order ceases to be in effect. If such injunction or order continues in effect by such time, then the Offeror may elect not to proceed with the Offer. The Offeror shall provide Cagim with a draft copy of the Offer Documents prior to execution and shall provide Cagim with a reasonable opportunity and time to review and provide any comments thereon.

(e) Cagim acknowledges and agrees that the Offeror may, in its sole discretion, waive or vary any term or condition of the Offer; provided, however, that the Offeror shall not: (i) vary or amend the Minimum Condition; (ii) decrease or change the form of the consideration to be paid for each Share (other than to add additional consideration); (iii) decrease the number of Shares in respect of which the Offer is made; or (iv) amend the Offer or waive or modify any of the conditions to the Offer in a manner that, in either case, is adverse to the Shareholders, provided that any extension of the Offer (which shall in respect of any one extension not be for more than 15 days) or waiver of any condition shall not be considered to be adverse to the holders of Shares.

2.2 Conditions to Making of the Offer

The obligation of the Offeror to make the Offer to Shareholders, Optionholders and Debentureholders no later than the Latest Mailing Time, is conditional upon the prior satisfaction of the following conditions:

(a) this Agreement shall not have been terminated pursuant to Section 9.1;

(b) as at the date that the Offer is to be made, Cagim shall not be in breach of any of its material contracts, representations or warranties contained herein, except to the extent that any such breach(es) would not individually or in the aggregate reasonably be expected to result in a Material Adverse Change or have a Material Adverse Effect on the ability of the Offeror to consummate the transactions contemplated herein;

(c) the Board of Directors must maintain its decision to recommend the Offer to Shareholders, in accordance with Section 2.3;

(d) no Material Adverse Effect caused by a Person, other than the Offeror, or any Affiliate of or Person acting jointly or in concert with it, shall have occurred that would render it impossible for one or more of the conditions set out in Schedule A to be satisfied; and

(e) contemporaneously with the execution of this Agreement, each Locked-Up Shareholder shall have executed and delivered the Lock-Up Agreement, which shall be in full force and effect.

The foregoing conditions are for the sole benefit of the Offeror and may be waived by it in whole or in part in its discretion, acting reasonably.

2.3 Cagim Directors' Circular

(a) Cagim hereby consents to the Offer as set forth in Section 2.1 under the condition that the Offer is not modified in any manner other than as provided for in this Agreement. Cagim represents that the Board of Directors following consultation with its financial and legal advisors: (i) has approved this Agreement; (ii) has determined that the consideration per Share offered pursuant to the Offer is fair from a financial point of view to the Holders of Shares and the Offer is in the best interests of Cagim and Holders of Shares; and (iii) has resolved to recommend acceptance of the Offer by the Shareholders (collectively, the "**Recommendation**"). Cagim shall prepare the Directors' Circular in accordance with Securities Laws and internal policy. The Directors' Circular will set forth (among other things) the Recommendation and a written copy of the fairness opinion of Deloitte & Touche. Cagim shall provide the Offeror with a draft copy of the Directors' Circular prior to mailing and shall provide the Offeror with a reasonable opportunity to review and provide any comments thereon.

(b) The Board of Directors may withdraw, modify or change its Recommendation with respect to the Offer: (i) as permitted under this Agreement; or (ii) in the event this Agreement is terminated prior to such withdrawal, modification or change.

2.4 Offer Documents

(a) The Offer Documents shall be prepared by the Offeror in accordance with the Securities Laws. Cagim shall receive drafts of the Offer Documents no later than five (5) Business Days prior to the anticipated date of printing and shall have reasonable opportunity to comment on the Offer Documents, it being acknowledged that, subject to this Agreement, the Offeror shall be solely responsible for determining, and shall have the sole right to determine, the contents thereof.

(b) Cagim agrees to provide such assistance as the Offeror or its agents may reasonably request in connection with communicating the Offer and any amendments and supplements thereto to the Shareholders, Optionholders and Debentureholders and to such other Persons as are entitled to receive the Offer in accordance with Securities Laws, including delivering to the Offeror: (i) promptly upon written request being made in proper form, and in any event within 3 Business Days following the receipt of such request, basic lists of all Shareholders, Optionholders and Debentureholders showing the name and address of each holder and the number of Shares, Options or Debentures, as the case may be, held by each such holder, as well as a security position listing from each depositary including CDS Clearing and Depositary Services Inc., all as shown on the records of Cagim as of a date that is not more than 3 Business Days prior to the date of delivery of such basic lists; and (ii) from time to time, at the written request of the Offeror, acting reasonably, supplemental lists setting out any changes from the basic lists referred to in clause (i) above in the names or addresses of the Shareholders, Optionholders and Debentureholders or the number of Shares, Options or Denbentures, as the case may be, held by each such holder (all such lists to be in both printed form and in computer readable format).

2.5 Outstanding Stock Options

(1) The Offeror and Cagim acknowledge that the Board of directors may accelerate the vesting of option entitlements under the Stock Option Plan, such that all outstanding Options shall be exercisable and fully vested prior to the Expiry Time of the Offer for the sole purpose of tendering Shares to be acquired on exercise of such Options to the Offer. The Offeror agrees that Cagim may enter into arrangements satisfactory to Offeror, acting reasonably, with holders of Options to

facilitate the exercise of options, which arrangements may include, but shall not be limited to, advancing by way of loan the funds required to exercise the Options.

2.6 Subsequent Acquisition Transaction or Compulsory Acquisition

If, within 3 months after the date of the Offer, the Offer is accepted by holders of not less than 66 2/3 % of the outstanding Shares, other than any Shares held at the date of the Offer by or on behalf of the Offeror or an Affiliate or Associate of the Offeror, as at the Expiry Time, the Offeror may, to the extent possible, acquire the remainder of the Shares from those Shareholders who have not accepted the Offer pursuant to the applicable provisions of the CBCA (a "**Compulsory Acquisition**"). If the Offeror takes up any Shares under the Offer, but the statutory right of acquisition is not available or the Offeror chooses not to avail itself of such statutory right of acquisition, the Offeror covenants and agrees that subject to applicable Laws, it will use its commercially reasonable efforts to pursue other means of acquiring the remaining Shares not tendered to the Offer, whether by amalgamation, statutory arrangement, amendment to articles, share consolidation, capital reorganization or other transaction involving Cagim and the Offeror (or an Affiliate of the Offeror) (a "**Subsequent Acquisition Transaction**"), within 90 days of the Expiry Date, at consideration per Share at least equivalent in value to, and in the same form as, the consideration per Share offered under the Offer. Subject to applicable Laws, if the Offeror takes up any Shares under the Offer, Cagim covenants and agrees that it will use its commercially reasonable efforts to assist the Offeror in connection with a Subsequent Acquisition Transaction. Nothing herein shall be construed to prevent the Offeror or its Affiliates from acquiring, directly or indirectly, additional Shares in the open market or in privately negotiated transactions or otherwise, in accordance with the Securities Laws. Cagim covenants and agrees to use its commercially reasonable efforts to assist and cooperate fully with the Offeror, including without limitation taking all steps and doing all such acts and things, and causing its Subsidiaries to take all steps and to do all such acts and things, if applicable, requested by the Offeror, in the completion of any Compulsory Acquisition or Subsequent Acquisition Transaction and related post-closing reorganizations.

2.7 Waiver of Standstill

Notwithstanding the terms of the Confidentiality Agreement, Cagim hereby consents to the actions of the Offeror in accordance with the terms of this Agreement (including any legally required disclosure) and to the Offeror acquiring all of the outstanding Shares pursuant to the Offer, and to any purchases made by the Offeror during the course of the Offer in accordance with applicable Law and pursuant to any Compulsory Acquisition or Subsequent Acquisition Transaction. In all other respects, the provisions of the Confidentiality Agreement shall continue to apply notwithstanding the execution of this Agreement by the Parties or the announcement of the transactions contemplated hereunder.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE OFFEROR

As of the date hereof, the Offeror hereby represents and warrants to Cagim as set forth below and acknowledges that Cagim is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and making the Offer:

3.1 Organization and Qualification

The Offeror is a real estate investment trust duly formed, organized and validly subsisting under the laws of the province of Quebec and has the requisite corporate power and authority to carry on its business as it is now being conducted. The Offeror is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities make such registration necessary, except where the failure to be so qualified and be in good standing, individually or in the aggregate, could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2 Authority Relative to this Agreement

The Offeror has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by the Offeror and the consummation by the Offeror of the transactions contemplated hereby have been duly authorized by its boards of trustees and no other proceedings to be completed or consent to be obtained by the Offeror are or will be necessary to authorize this Agreement or the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Offeror and constitutes the legal, valid and binding obligation of the Offeror, enforceable against it in accordance with its terms, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other 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.

3.3 No Violations

(a) None of the execution and delivery of this Agreement by the Offeror, the consummation by the Offeror of the transactions contemplated hereby nor performance by it of its obligations under this Agreement will:

(i) violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, any of the terms, conditions or provisions of:

(A) the Constating Documents of the Offeror; or

(B) any material Contract to which the Offeror or any of its Subsidiaries is a party; or

(ii) subject to compliance with the statutes and policies referred to in Section 3.3(b) below, violate any Law applicable to the Offeror or any of its Subsidiaries.

(b) Other than in connection with or in compliance with the provisions of the Securities Laws, the policies of the TSX-V, and as otherwise contemplated herein, no filing or registration by the Offeror with, or authorization, consent or approval of, any Governmental Authority need be obtained by the Offeror in connection with the making or the consummation of the Offer, or completing a Compulsory Acquisition or a Subsequent

Acquisition Transaction, the failure to obtain or file which, individually or in the aggregate, would prevent or materially delay consummation of the transactions contemplated by this Agreement.

3.4 Funds Available

The Offeror has sufficient funds or financing available to make the Offer on the terms as contemplated hereby and to purchase and pay for all of the outstanding Shares and all Shares actually issued prior to the Expiry Time upon exercise or conversion of the Options and Debentures. The Offeror reasonably believes the possibility to be remote that, if the conditions of the Offer are satisfied or waived, the Offeror will be unable to pay for the Shares deposited under the Offer due to a financing condition not being satisfied.

3.5 Share Ownership.

Except for Peter Polatos, through Polatos Investments Corporation, none of the Offeror or any Affiliate no any "joint actor" (as defined in Regulation 61-101) beneficially owns or exercises control or direction over any Shares or securities convertible or exchangeable for Shares except as previously disclosed in writing to Cagim.

3.6 No Material Adverse Effect

Since September 30, 2009, there has not been any Material Adverse Effect in respect of Offeror and its subsidiaries taken as a whole.

3.7 Impairment

The making of the Offer will not result in a Material Adverse Effect in respect of Offeror.

3.8 Compliance with law

Offeror and each of its subsidiaries has complied with and is in compliance with all laws and regulations applicable to the operation of its business, except where such non-compliance would not, considered individually or in the aggregate, have a Material Adverse Effect or would materially adversely affect the ability of Offeror to consummate the transactions contemplated hereby.

3.9 Reporting issuer status

Offerer is a "reporting issuer" or the equivalent in each of the Provinces of Canada and is in material compliance with all applicable Securities Laws.

3.10 Collateral benefits

None of the Offeror or any Affiliate has or intends to negotiate, offer, tender, accept or agree that any related party of Cagim will be entitled to receive, directly or indirectly, a "Collateral benefit" (as defined in *Regulation 61-101*) as a consequence of the Offer and related transactions.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF CAGIM

As of the date hereof, Cagim represents and warrants to the Offeror as set forth below and acknowledges that the Offeror is relying upon these representations and warranties in making the Offer and in connection with the entering into of this Agreement.

4.1 Organization and Qualification

(a) Each of Cagim and its Subsidiaries is an entity duly formed, continued, incorporated, or amalgamated, and organized and validly existing under the laws of its jurisdiction of formation, continuance, incorporation or organization, has the requisite power and authority to own or lease its property and assets and to carry on its business as it is now being conducted, and is duly registered to do business and is in good standing in each jurisdiction in which the character of its properties (owned or leased), or the nature of its activities make such registration necessary, except where the failure to be so qualified and be in good standing, individually or in the aggregate, could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as disclosed in the Disclosure Letter, all of the outstanding securities in the capital of each of the Subsidiaries of Cagim are owned by Cagim (or another of its Subsidiaries) free and clear of all Encumbrances. The Disclosure Letter sets forth the following information for each Subsidiary of Cagim: (i) its jurisdiction of formation, continuance, incorporation or organization; (ii) its authorized and issued capital; (iii) the number and percentage of the outstanding securities held by Cagim; (iv) whether there are any shareholders' agreements, pooling agreements, voting trusts or other agreements or understandings with respect to the securities of such Subsidiary; (v) whether there are any pre-emptive rights in respect of any voting or other equity securities of such Subsidiary.

4.2 Authority Relative to this Agreement

Cagim has the requisite power and authority to enter into this Agreement and to perform and carry out its obligations hereunder. The execution and delivery of this Agreement by Cagim and the performance by Cagim of the transactions contemplated hereby have been duly authorized by the Board of Directors, and no other proceedings on the part of Cagim are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by Cagim and constitutes a legal, valid and binding obligation of Cagim enforceable against Cagim in accordance with its terms, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other 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.

4.3 No Violations

(a) None of the execution and delivery of this Agreement by Cagim, the performance of the transactions contemplated hereby or the fulfilment and performance by Cagim of any of the terms and provisions hereof will:

(i) violate, conflict with, or result in breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination, acquisition, amendment, cancellation, withdrawal or acceleration under any of the terms, conditions or provisions of:

(A) the Constating Documents of Cagim or any of its Subsidiaries; or

(B) with the exception of written consents required by Hypothèques CDPQ Inc. and the reorganisation outlined in Schedule A-1, any Material Contract to which Cagim or any of its Subsidiaries is a party; or

(ii) subject to compliance with the statutes and policies referred to in Section 4.3(b), violate any Law applicable to Cagim or any of its Subsidiaries or by which any of their respective properties is bound or affected;

except, in the case of Section 4.3(a) above, violations, conflicts, failures, breaches or rights which, individually or collectively, would not reasonably be expected to cause a Material Adverse Change or have a Material Adverse Effect on the Offeror's ability to consummate the transactions contemplated by this Agreements.

(b) Other than in connection with or in compliance with the Securities Laws and the policies of the TSX-V and except as otherwise contemplated herein:

(i) there is no legal impediment to Cagim's or its Subsidiaries' consummation of the transactions contemplated by this Agreement; and

(ii) no filing or registration with, or authorization, consent or approval of, any public body or authority is necessary by Cagim or its Subsidiaries in connection with the performance of its obligations hereunder.

4.4 Capitalization

(a) Cagim is authorized to issue an unlimited number of Shares and Class B Shares. As at the date hereof, 15,348,381 Shares have been validly issued and are outstanding as fully paid and non-assessable. The aggregate number of Shares reserved for issuance under the Stock Option Plan and the Debentures is limited to 2,789,676 and 2,800,000, respectively. All Shares have been issued in compliance with the Securities Laws.

(b) Except for the Options and Debentures outstanding as of the date hereof, there are no options, rights, warrants or other Contracts of any character whatsoever requiring or permitting the issuance, sale or transfer by Cagim or any Subsidiary of any securities of Cagim or any Subsidiary (including Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of Cagim or any Subsidiary (including Shares). The Disclosure Letter sets out in respect of the Options and Debentures, the name of each holder thereof, the number of Shares issuable upon exercise thereof, the exercise price, the date on which they were issued or granted, the vesting schedule (if applicable), and the expiry date.

(c) All Shares issuable upon exercise or conversion of the Options or Debentures, in accordance with their terms, will be duly authorized and validly issued and fully paid and non-assessable.

4.5 No Material Adverse Change

Except as disclosed in Cagim's Public Disclosure Record, since December 31, 2008, there has not been any Material Adverse Change.

4.6 Brokerage Fees

Neither Cagim or any of its Subsidiaries has retained nor will any of them retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement or any transaction contemplated hereby.

4.7 Conduct of Business

Since December 31, 2008, except as disclosed in the Disclosure Letter, Cagim and its Subsidiaries have conducted their business only in the ordinary course, consistent with past practice and neither Cagim nor any of its Subsidiaries has:

(a) amended its Constating Documents;

(b) made any change in its accounting principles and practices as previously applied including the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained;

(c) declared, paid or set aside for payment any dividend or distribution of any kind in respect of any of its outstanding securities nor made any repayments of capital to Shareholders, or incurred any indebtedness for borrowed money or any other material liability or obligation or issued any debt securities or assumed, guaranteed, endorsed or otherwise became responsible for, the obligations of any other Person (other than in respect of Cagim or one of its Subsidiaries) or made any loans or advances;

(d) transferred, assigned, sold or otherwise disposed of any of its assets, outside the ordinary course of its business;

(e) except as set out in its Interim Financial Statements, increased the compensation paid or payable to its Employees or changed the benefits to which such Employees and former employees are entitled under any employee benefit plan or created any new employee benefit plan or modified, amended or terminated any existing employee benefit plan for any such employees, other than, in the case of its Subsidiaries, in the ordinary course of its business consistent with past practice;

(f) purchased, redeemed or otherwise acquired any Shares or agreed to do so; or

(g) except as disclosed in its Interim Financial Statements, entered into or became bound by any Contract, or made or authorized any capital expenditure, or made any commitment to invest in, or buy assets or property from, any third party which may result in the payment of money by Cagim or any of its Subsidiaries, other than in the ordinary course of its business, provided that any such Contract, capital expenditure or commitment which may result in a payment of money by Cagim or any of its Subsidiaries in excess of $50,000 shall be deemed not to be in the ordinary course of Cagim's or any of its Subsidiaries' business.

4.8 Licenses, Permits

Each of Cagim and its Subsidiaries holds all permits, licenses, approvals, certificates and other rights, qualifications and authorizations of or from Governmental Authorities necessary to the conduct of its business as presently conducted.

4.9 Reports

(a) The Financial Statements were prepared in accordance with the Securities Laws and GAAP and fairly and accurately present in all material respects, the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial condition of Cagim and its Subsidiaries on a consolidated basis as at the dates indicated and the results of operations and cash flows of Cagim and its Subsidiaries on a consolidated basis for the specified period (subject, in the case of any unaudited interim financial statements, to normal period-end adjustments that are not material).

(b) The documents comprising Cagim's Public Disclosure Record, as of their respective dates, (i) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (ii) comply with the requirements of the Securities Laws. Cagim has not filed any confidential material change report with the Securities Authorities which at the date hereof remains confidential.

(c) The books, records and accounts of Cagim and each of its Subsidiaries: (i) have been maintained in accordance with good business practices on a basis consistent with prior years; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of Cagim and the Subsidiaries; and (iii) accurately and fairly reflect the basis for the consolidated financial statements of Cagim, in each case, in all material respects. Cagim has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary (A) to permit preparation of financial statements in conformity with GAAP and (B) to maintain accountability for assets and liabilities.

4.10 Material Contracts

(a) Except as disclosed in its Interim Financial Statements, none of Cagim, its Subsidiaries nor, to the knowledge of Cagim, any of the other parties thereto, is in default under or breach of, nor has Cagim or its Subsidiaries received any notice of default under or breach of, or termination under, any Material Contract, and, to the knowledge of Cagim, there exists no state of facts which after notice or lapse of time or both would constitute a default under or breach of any Material Contract that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.11 Litigation

There are no actions, claims, suits, proceedings or investigations that have been commenced or, to the knowledge of Cagim, contemplated or threatened against or affecting Cagim or any of its Subsidiaries or any of their respective properties, rights or assets, nor, to the knowledge of Cagim, are there any existing facts or conditions which may reasonably be expected to be a proper basis for any such actions, suits, proceedings or investigations and that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of Cagim or any of its Subsidiaries is subject to any outstanding judgment, decision, writ, order, injunction or decree which has caused or is reasonably likely to cause a Material Adverse Change or prevent or materially delay consummation of the transactions contemplated by this Agreement.

4.12 Officer and Employee Obligations

Other than as set out in the Disclosure Letter, no Officer and Employee Obligations will become payable upon completion of the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction.

4.13 Securities Laws

Cagim is a reporting issuer under the Securities Laws of British Columbia, Alberta and Québec and is not in default of any requirement under the Securities Laws of British Columbia, Alberta and Québec. Cagim has filed all documents or information required to be filed by it under the Securities Laws or with the TSX-V. No delisting, suspension of trading in or cease trading order with respect to the Shares, Options or Debentures and, to the knowledge of Cagim, no inquiry, review or investigation (formal or informal) of any Securities Authority, is in effect or ongoing or, to the knowledge of Cagim, expected to be implemented or undertaken. Cagim has designed and implemented disclosure controls and procedures to provide reasonable assurance that material information relating to Cagim, including its Subsidiaries, is made known to Cagim's Chief Executive Officer and Chief Financial Officer.

4.14 Business in Compliance with Laws

The operations of each of Cagim and its Subsidiaries are conducted in compliance with all Laws of each jurisdiction in which Cagim or its Subsidiaries carries on its business and none of Cagim or any of its Subsidiaries has received any written notice of any violation of any such Laws, other than non-compliance matters that have not had and would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

4.15 Employment Matters

(a) Except as disclosed in the Disclosure Letter, neither Cagim nor any of its Subsidiaries has any written or oral employment Contracts or arrangements which are not terminable on the giving of reasonable notice in accordance with Law, nor do any of them have any management, employment, consulting, retention or like agreements (written or oral) providing for cash payments or other compensation or benefits upon the consummation of the transactions contemplated by this Agreement.

(b) Neither Cagim nor any of its Subsidiaries is a party, , voluntarily or by operation of law, to any written or oral collective agreement, letters of understanding, letters of intent or other written communication with any trade union or association which may qualify as a trade union, which would cover any of the Employees.

(c) All obligations of Cagim and its Subsidiaries under the Cagim Plans have been satisfied, and there are no outstanding defaults or violations thereunder by Cagim or any of its Subsidiaries that would result in or give rise to any liability to Cagim or any of its Subsidiaries, nor does Cagim or any of its Subsidiaries have any knowledge of any such default or violation by any other party to any Cagim Plan.

(d) All employer payments, contributions or premiums required to be remitted or paid to or in respect of each Cagim Plan have been remitted and paid in a timely fashion in accordance with the terms thereof, all applicable actuarial reports and all applicable Laws, and no Taxes, penalties or fees are owing or exigible under or in respect of any Cagim Plan.

(e) Except as set out in the Disclosure Letter, neither the execution of this Agreement nor the consummation of any of the transactions contemplated in this Agreement will:

(i) result in any amount (including bonus, golden parachute, retirement, severance, unemployment compensation, or other benefit or enhanced benefit) becoming payable under any Cagim Plan;

(ii) increase any benefits otherwise payable under any Cagim Plan; or

(iii) result in the acceleration of the time of payment or vesting of any benefits otherwise payable under any Cagim Plan, or result in any Cagim Plan becoming terminable other than at the sole and unfettered discretion of Cagim.

(f) None of Cagim or any of its Subsidiaries is subject to any claim for wrongful dismissal, constructive dismissal of its or any other tort (or civil responsibility) claim, actual or, to the knowledge of Cagim, threatened, or any litigation, actual or, to the knowledge of Cagim, threatened, relating to employment or termination of employment of employees, consultants or independent contractors that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) Each of Cagim and its Subsidiaries has operated in accordance, in all material respects, with all Laws with respect to employment and labour, including, but not limited to, employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, pending or, to the knowledge of Cagim, threatened proceedings before any board or tribunal with respect to any of the areas listed in this Section 4.15(g).

(h) The Disclosure Letter sets out a complete and accurate list of the names of all Employees. Such list includes all Employees as at March 25, 2010, including any on lay-off or leave of absence, who have been absent continually from work for a period in excess of one month.

(i) None of Cagim or any of its Subsidiaries has made any commitment to provide, or any representation in respect of, any general increase in the compensation of any Employees (including any increase pursuant to any Cagim Plan) or any increase in any such compensation or bonus payable to any Employee, or to make any loan to, or to engage in any transaction with, any Employee, except in the usual, ordinary and regular course of business and consistent with past practice.

(j) Except as disclosed in the Disclosure Letter, (i) all accruals for unpaid vacation pay, premiums or employer contributions for unemployment insurance (including under the *Employment Insurance Act* (Canada)), health premiums and employer contributions to the Canada Pension Plan and/or the Régie des rentes du Québec, (ii) all amounts withheld at source in respect of Employee contributions or premiums in respect of unemployment insurance (including under the *Employment Insurance Act* (Canada)), the Canada Pension Plan, the Régie des rentes du Québec or Taxes payable by Employees, and (iii) accrued wages and salaries, commissions, severance pay and Cagim Plan payments, have been reflected in the books and records of Cagim or the Subsidiaries. Except as set out in theDisclosure Letter, none of Cagim or any of its Subsidiaries has any material liabilities or any obligations whatsoever in respect of any retired or former Employee.

(k) To the knowledge of Cagim, no material actions, claims, suits, proceedings (including administrative proceedings) or investigations arising from or relating to work accidents or equivalent circumstances are currently pending or, threatened against Cagim or any of its Subsidiaries, nor, to the knowledge of Cagim, are there any existing facts or conditions which may reasonably be expected to be a basis for any such material action, claim, suit, proceeding (including administrative proceedings) or investigation in respect of any work accidents or equivalent circumstances. To the knowledge of Cagim, all compensation due and payable to Employees or their estates, successors or assigns in respect of work accidents or equivalent circumstances that have resulted in the injury or death of an Employee has been paid, in all material respects, to such Employee or to his or her estate, successors or assigns and no other material amounts are due or payable.

4.16 Tax Matters

To the extent that each of the following representations, individually or in the aggregate, would not constitute a Material Adverse Change :

(a) Each of Cagim and its Subsidiaries has duly and timely filed all Tax Returns required to be filed prior to the date hereof with the appropriate Governmental Authorities and all such Tax Returns were, at the time of filing, true and correct in all respects. Cagim and its Subsidiaries have been assessed for taxation years up to December 31, 2008: there are no proposed or pending assessments or reassessments respecting Cagim or any of its Subsidiaries pursuant to which amounts would be owed to any Governmental Authorities and there are no outstanding objections to any assessment or reassessment of Taxes. Each of Cagim and its Subsidiaries duly and timely prepared, retained and, if required, filed any and all other required documents that needed to be prepared, retained and/or filed under applicable Tax Laws, including documents relating to value added tax, transfer pricing and depreciation schedules, and all such documents were, at the time of preparation and, if required, filing, true and correct in all respects.

(b) Each of Cagim and its Subsidiaries has duly and timely paid all Taxes, including all instalments on account of Taxes for the current year that are due and payable by it or them whether or not assessed by the appropriate Governmental Authority.

(c) Neither Cagim nor any of its Subsidiaries has requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which:

(i) to file any Tax Return covering any Taxes for which Cagim or any of its Subsidiaries is or may be liable;

(ii) to file any elections, designations or similar filings relating to Taxes for which Cagim or any of its Subsidiaries is or may be liable;

(iii) Cagim or any of its Subsidiaries is required to pay or remit any Taxes or amounts on account of Taxes; or

(iv) any Governmental Authority may assess or collect Taxes for which Cagim or any of its Subsidiaries is or may be liable.

(d) There are no proceedings, investigations, audits or claims now pending or, to the knowledge of Cagim, threatened against Cagim or any of its Subsidiaries in respect of any Taxes of Cagim or any of its Subsidiaries and, to the knowledge of Cagim, there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes. With respect to net operating losses, non-capital losses and net capital losses which have not expired under applicable Tax Laws, the Disclosure Letter sets out such losses for Cagim and each of its Subsidiaries and the expiry dates for such losses under applicable Tax Laws.

(e) Cagim and each of its Subsidiaries has duly and timely withheld from any amount paid or credited by it to or for the account or benefit of any Person, including, any Employees and any non-resident Person, the amount of all Taxes and other deductions required by any Laws to be withheld from any such amount and has duly and timely remitted the same to the appropriate Governmental Authority.

(f) There are no proposed (but unassessed) additional Taxes (including in respect of amounts required to be withheld, amounts owing in respect of stamp duty, amounts owing in respect of value-added tax, amounts relating to failure to comply with transfer pricing requirements and amounts relating to failure to comply with depreciation requirements) relating to Cagim or any of its Subsidiaries and none has been asserted.

(g) No Tax Encumbrances have been filed against Cagim or any of its Subsidiaries, and there are no Tax Encumbrances upon or affecting any of the property or assets of Cagim or its Subsidiaries, except for Tax Encumbrances for current Taxes not yet due and payable.

(h) The Tax basis of the assets of Cagim and its Subsidiaries as reflected in Cagim's and its Subsidiaries' Tax Returns is true and correct in all respects. The depreciation claimed by Cagim or its Subsidiaries in the Tax Returns filed by Cagim or its Subsidiaries complies with the applicable Tax Laws and the depreciation schedules and related documents prepared by Cagim or its Subsidiaries comply with applicable Tax Laws.

(i) Neither Cagim nor any of its Subsidiaries is party to any Tax sharing agreement, Tax indemnification agreement or other agreement or arrangement relating to Taxes with any Person (other than Cagim or any of its Subsidiaries). Neither Cagim nor any of its Subsidiaries has been a member of an affiliated, combined or unitary group filing a consolidated, combined, unitary or other Tax Return for Canadian federal, provincial, local or non-Canadian Tax purposes reflecting the income, assets or activities of affiliated companies, or has any liability for the Taxes of any other Person under any provision of Canadian federal, provincial, local or non-Canadian Law, or as a transferee or successor, or by Contract, or otherwise.

4.17 Environmental Matters

(a) All operations of Cagim and its Subsidiaries are in compliance with all Environmental Permits and all Environmental Laws, except to the extent that a failure to be in such compliance, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change;

(b) neither Cagim nor any of its Subsidiaries is subject to:

(i) any written demand or written notice received by Cagim or any of its Subsidiaries with respect to a breach of, or liability under, any Environmental Laws applicable to Cagim or any of its Subsidiaries, including any regulations respecting the use, storage, treatment, transportation or disposition (including disposal or arranging for disposal) of Contaminants; or

(ii) any written demand or written notice received by Cagim or any of its Subsidiaries with respect to liability, by Contract or operation of applicable Laws, under Environmental Laws applicable to Cagim or any of its Subsidiaries or any of their respective predecessor entities, divisions or any formerly owned, leased or operated properties or assets of the foregoing, including liability with respect to the presence, release, migration or discharge of Contaminants in, on, under or from any formerly owned, leased or operated properties or assets of the foregoing.

(c) (i) no Contaminants have been discharged, disposed of, dumped, deposited, spilled, leaked, emitted or released by Cagim or any of its Subsidiaries (or to the knowledge of Cagim, are otherwise present) at, on, under or from any property now or previously owned, leased, occupied, possessed or operated by Cagim or any of its Subsidiaries or from any operations now or previously conducted by Cagim or any of its Subsidiaries, in such manner or quantity that exceeds the standards under any applicable Environmental Laws from time to time applicable, or as would require investigation or remediation (either by Cagim or its Subsidiaries, or for which Cagim or its Subsidiaries would otherwise be liable) under any Environmental Laws from time to time applicable, or as would result in a Material Adverse Change; and (ii) there are no liabilities of Cagim or any of its Subsidiaries arising out of any Environmental Laws or any agreement with a third party and relating to any Contaminants (A) at, on, under or about any property other than a property now or previously owned, leased or operated by Cagim or any of its Subsidiaries or (B) originating from any operations now or previously conducted by Cagim or any of its Subsidiaries;

(d) except to the extent that, individually or in the aggregate, a matter referred to in this subsection (d) would not reasonably be expected to result in a Material Adverse Change (i) Cagim and its Subsidiaries hold all approvals, certificates, authorizations, agreements, permits, licenses, clearances and consents under or pursuant to applicable Environmental Laws ("**Environmental Permits**") necessary for the conduct of the business of Cagim and its Subsidiaries as conducted currently and through the most recent fiscal year; (ii) all such Environmental Permits are valid and in full force and effect; (iii) Cagim and its Subsidiaries have not violated any such Environmental Permits; and (iv) neither Cagim nor its Subsidiaries has received any notice that any Environmental Permits will be revoked, adversely modified or not renewed, and, to the knowledge of Cagim, there is no reasonable basis for revoking, adversely modifying or refusing to renew any such Environmental Permits; and

(e) no Environmental Encumbrance is pending, and, to Cagim's knowledge, no Environmental Encumbrance has been threatened against or is affecting Cagim, any of its Subsidiaries, or any real or personal property of Cagim or any of its Subsidiaries.

4.18 Property and Title

(a) Each of Cagim and its Subsidiaries has, to the extent necessary to permit the operation of its business as presently conducted: (a) sufficient title, clear of any Encumbrance to the Operating Properties (other than property to which it is lessee, in which case it has a valid leasehold interest) and (b) good and sufficient title to the real property interests, including ownership (comprised of the right to use, enjoy and dispose) of immoveable property, leases, easements, rights of way, surface rights, permits or licenses from landowners or Governmental Authorities permitting the use of land by Cagim or its Subsidiaries.

(b) Neither Cagim nor any of its Subsidiaries has received notice of any assessment or any capital charges or levies assessed or proposed to be assessed against any of the Operating Properties by a Governmental Authority or that any Governmental Authority intends to require Cagim or any of its Subsidiaries to pay for any future roads, utilities or services relating to the Operating Properties.

(c) Neither the Operating Properties nor any part thereof has been expropriated and neither Cagim nor any of its Subsidiaries has received written notice of any contemplated expropriation proceedings affecting such properties or any part thereof.

(d) No written notice has been received by Cagim or any of its Subsidiaries which will remain outstanding on the Expiry Date from any applicable Governmental Authority advising of any material defects in the construction of the buildings forming part of the Operating Properties or any asset therein, or relating to any material work order, deficiency or non-compliance with any building restrictions, zoning by-laws, fire codes or other regulation.

(e) The operating properties of Cagim and all of its Subsidiaries are serviced by all private and public utility services that are necessary for the operations currently carried out on the Operating Properties and as carried out thereon.

(f) There are no material leases or accepted material offers to lease or other material agreements granting to any person the right to use or occupy all or any part of the Operating Properties other than the leases made available to the Offeror (the "Leases"). Other than as set out in the Disclosure Letter, the copies of the Leases made available to the Offeror are true, correct and complete in all material respects and reflect the understanding between the tenant or other occupant of the relevant portion of the Operating Properties and Cagim or its Subsidiaries or their predecessors in title to the Operating Properties in respect of the use or occupancy of the Operating Properties by such tenant or occupant. Other than as set out in the Disclosure Letter, all of the obligations of the landlord pursuant to each of the Leases have been duly performed in all material respects as and when due in accordance with the terms of the Leases, and to the knowledge of Cagim and its Subsidiaries, no tenant is in material default in the performance of any of its obligations pursuant to its Lease. Other than as set out in the Disclosure Letter, all tenant inducements or other amounts payable by the landlord pursuant to a Lease to the tenant thereunder have been paid in all material respects. Other than as set out in the Disclosure Letter, any leasing commission payable in respect of any Leases have been paid in full in all material respects. Other than as set out in the Disclosure Letter, no notice has been received by Cagim or its Subsidiaries from any tenant alleging any default in the performance of any obligations of the landlord pursuant to its Leases, or alleging any material defect in the condition or state of repair or of completion of its premises, including any material improvements thereto which are required to be performed by the landlord.

(g) Other than as set out in the Disclosure Letter, all material payments owing to contractors, sub-contractors, workers or any suppliers of goods and services with respect to the Operating Properties have been paid in full, without subrogation. Other than as set out in the Disclosure Letter, all material delays to register legal hypothecs against the Operating Properties or any portion thereof arising out of construction, renovation or other work will have expired prior to the Expiry Date and on the Expiry Date no such material legal hypothecs will have been registered or remain unradiated and no person shall have the right to register any material legal hypothecs against the Operating Properties or any portion thereof subsequent to the Expiry Date by reason of any cause, matter or thing whatsoever which occurred at or prior to the Expiry Date.

(h) There is no order or judgement by any authority having jurisdiction requiring any work on or expenditure of money in respect of the Operating Properties which has not been fully complied with by Cadim or its Subsidiaries nor does there exist any notice from any insurance company relating to any defect in the Operating Properties or any breach of contract, of policy or of policy application in connection with the Operating Properties which has not been cured; there are no claims, actions, or judgements outstanding relating to the Operating Properties.

4.19 Operational Matters

All rentals (both under financial and operating leases), royalties, administrative or licensing fees, net profits, interest burdens, loan repayment installments, equipment payment installments and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of Cagim and its Subsidiaries have been properly and timely paid. All rentals (both under financial and operating leases), payments and obligations due and payable or performable on or prior to the date hereof under or on account of any of the direct or indirect assets of Cagim and its Subsidiaries have been duly paid, performed or provided for prior to the date hereof. All costs, expenses and liabilities payable by Cagim or any of its Subsidiaries on or prior to the date hereof under the terms of any Material Contract have been properly and timely paid.

4.20 Insurance

All policies of insurance in force as of the date of this Agreement naming Cagim and/or its Subsidiaries as an insured shall remain in full force and effect and shall not be cancelled or otherwise terminated as a result of this Agreement or the transactions contemplated herein, other than such cancellations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. Cagim and/or its Subsidiaries are not in default under the terms of any such insurance policy. There is no claim by Cagim or any of its Subsidiaries pending under any insurance policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies.

4.21 Knowledge of Cagim

For purposes of this ARTICLE 4, where any representation and warranty is qualified by the expression "to the knowledge of Cagim" or any similar expression, such qualification or similar expression shall mean that the matter is true or accurate, to the knowledge of the Chief Executive Officer and the Chief Financial Officer, after having made due enquiry with respect to the subject matter thereof.

4.22 No Undisclosed Liabilities

Neither Cagim nor any of its Subsidiaries has any liabilities (absolute, accrued, contingent, determined, determinable or otherwise) or obligations, in each case, of the type that would be required to be disclosed on a consolidated balance sheet of Cagim (or the notes thereto) prepared in accordance with GAAP and there is no existing condition, situation or set of circumstances that could be reasonably expected to result in such a liability or obligation, except (i) liabilities or obligations fully reflected or reserved against in Cagim's balance sheet as of September 30, 2009 (or the notes thereto), included in the Interim Financial Statements, (ii) liabilities or obligations disclosed in any Cagim Public Disclosure Record filed after December 31, 2008 and prior to the date of this Agreement, or (iii) those incurred in the ordinary course of its business.

4.23 Related Party Transaction

Except as set out in its Interim Financial Statements, no executive officer, director or Associate of Cagim or any of its Subsidiaries, nor any immediate family member or Associate of such executive officer or director, is a party to any Contract, arrangement or transaction with Cagim or any of its Subsidiaries or is entitled to any payment or transfer of any assets from Cagim or any of its Subsidiaries or has any interest in any property used by Cagim or any of its Subsidiaries or has an interest in any customer or supplier of Cagim or any of its Subsidiaries or provider of any services to Cagim or any of its Subsidiaries, except in each case for employment, management or consulting arrangements and the Cagim Plans.

ARTICLE 5
CONDUCT OF BUSINESS

5.1 Conduct of Business by Cagim

Cagim (which for the purposes of this Section 5.1 includes each of its Subsidiaries) covenants and agrees that, during the period from the date of this Agreement until this Agreement is terminated by its terms, unless the Offeror shall otherwise agree in writing, and except as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of Cagim shall be conducted only in, and Cagim shall not take any action except in, the ordinary course of business and consistent with past practice. Cagim shall use commercially reasonable efforts to maintain and preserve its business organization and goodwill and assets in good standing, to keep available the services of its officers and Employees and to maintain satisfactory relationships with its customers, suppliers and others having business relationships with Cagim, and shall not make any material change in the business, assets, liabilities, operations, capital or affairs of Cagim which is not in the ordinary course of business and consistent with past practice;

(b) Cagim shall not do or permit to occur any of the following:

(i) amend its Constating Documents or the terms of any of its outstanding securities;

(ii) before the Outside Date, declare, pay or set aside for payment any dividends on or make any other distributions of any kind (whether in cash, securities, property or otherwise) in respect of the Shares, the securities of any of its Subsidiaries or other securities owned by any Person

(iii) issue, sell, pledge, dispose of, encumber, agree or offer to issue, sell, pledge, dispose of or encumber any shares or securities of, or any options, warrants, calls, conversion privileges or rights (including any additional Options under the Stock Option Plan) of any kind to acquire any shares or other securities of Cagim (other than pursuant to the exercise of Options or Debentures issued prior to the date of this Agreement);

(iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or acquire, any of its outstanding Shares, the securities of any of its Subsidiaries or other securities;

(v) split, combine, consolidate or reclassify or undertake any other capital reorganization of any of its Shares or the securities of any of its Subsidiaries;

(vi) adopt a plan, agreement or resolutions providing for complete or partial liquidation, dissolution, winding up, merger, consolidation, amalgamation, restructuring, recapitalization, or reorganization of Cagim; or

(vii) enter into or modify any Contract to do any of the foregoing;

(c) without limiting the generality of Section 5.1(a), Cagim shall not do any of the following:

(i) sell, pledge, dispose of or encumber any assets (through one or more related or unrelated transactions) other than in the ordinary course of business and consistent with past practice;

(ii) acquire (by merger, amalgamation, consolidation, acquisition of shares or assets or otherwise), any business or division thereof or make any investment either by purchase of shares or securities, contribution of capital (other than to wholly-owned Subsidiaries), property transfer or purchase of any property or assets of any other Person or division thereof;

(iii) incur any additional indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for the obligations of any other Person (other than in respect of Cagim or one of its Subsidiaries) or make any loans or advances;

(iv) expend or commit to expend any amounts with respect to capital expenses other than in the ordinary course of its business consistent with past practice;

(v) discharge or satisfy any material claims, liabilities or obligations other than the payment, discharge or satisfaction in the ordinary course of business and consistent with past practice of liabilities reflected or reserved against in the Interim Financial Statements or of liabilities incurred since December 31, 2008 in the ordinary course of business and consistent with past practice;

(vi) waive, release, grant or transfer any rights of value or modify or change in any respect any existing Material Contract;

(vii) enter into any transaction or perform any act which might (i) interfere with or delay the take up and payment for Shares deposited under the Offer or the completion of the Offer or successful completion of a Compulsory Acquisition or Subsequent Acquisition Transaction, or (ii) adversely affect Cagim's ability to perform its covenants and agreements under this Agreement;

(viii) authorize or propose any of the foregoing, or enter into or modify any Contract to do any of the foregoing;

(d) Cagim shall use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies of Cagim not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing in Canada providing coverage similar to or greater than the coverage under the cancelled, terminated or lapsed policies are in full force and effect;

(e) Cagim shall not enter into any transaction or perform any act, or fail to take any action, which would render inaccurate in any material respect any of the representations and warranties set out in ARTICLE 4 (or any of the matters disclosed in the Disclosure Letter)

(f) Cagim shall not adopt or amend or make any contribution to any bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangements for the benefit of Employees except with respect to its obligations under existing provisions of any of the Cagim Plans;

(g) Cagim shall not change its methods of accounting or accounting practices, except as required by concurrent changes in GAAP or by Law and concurred in by Cagim's external auditors and the Offeror; and

5.2 Conduct of business of the Offeror

The Offeror covenants and agrees that, during the period from the date of this Agreement until this Agreement is terminated in accordance with its terms, unless Cagim shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) Offeror shall not do or permit to occur any of the following:

(i) amend the Offer Documents;

(ii) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Offeror; or

(iii) take any action that would render, or that reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

ARTICLE 6
COVENANTS OF CAGIM

6.1 Assistance with Offer

Cagim hereby covenants that from the date hereof until the earlier of: (i) the Offeror having taken up and paid for Shares deposited under the Offer or abandoned the Offer; or (ii) this Agreement having been terminated pursuant to article 9 hereof, Cagim will:

(a) through the Board of Directors, contemporaneously with the mailing of the Offer Documents, issue and file the Directors' Circular, including the Recommendation set forth in Section 2.3, in all jurisdictions where the same is required in accordance with the Securities Laws;

(b) use its commercially reasonable efforts to assist the Offeror successfully to complete the transactions contemplated by this Agreement, including co-operating with the Offeror in making any requisite regulatory filings, and giving evidence in relation thereto, and in mailing or otherwise making the Offer including, if possible, providing copies of the Directors' Circular for mailing together with the Offer Documents, to holders of the Shares, Options and Debentures;

(c) use its commercially reasonable effort to obtain or assist the Offeror in obtaining, as the case may be, all the Contractual Consents; and

(d) Complete the reorganization described in Schedule A-1 hereof.

6.2 Non-Solicitation

(a) Except as otherwise provided in this Section 6.2, Cagim shall not, through any officer, director, Employee, representative or agent of Cagim or any of its Subsidiaries: (i) solicit, initiate encourage or engage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Alternative Transaction; (ii) participate in any substantive discussions or negotiations regarding an Alternative Transaction; (iii) provide any confidential information relating to Cagim or any of its Subsidiaries to any Person in connection with an Alternative Transaction; (iv) withdraw or modify in a manner adverse to the Offeror, the approval and Recommendation (as set out in Section 2.3) of the Board of Directors of the Offer; (v) approve or recommend, with respect to, or propose publicly to approve or recommend, or remain neutral with respect to, any Alternative Transaction; (vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, understanding or arrangement in respect of an Alternative Transaction. Provided that nothing contained in this Agreement shall prevent the Board of Directors from entering into an agreement or engaging in discussions or negotiations with or furnishing information to any Person who has made a *bona fide*, written proposal regarding an Alternative Transaction that:

(i) did not result from a breach of this Section 6.2; and

(ii) constitutes, or could reasonably be expected to result in, a Superior Proposal.

Prior to providing any confidential information or data to any Person in connection with an Alternative Transaction referred to in the previous sentence, (x) the Board of Directors shall receive from such Person an executed confidentiality and standstill agreement which includes a standstill provision that restricts such Person from acquiring, or publicly announcing an intention to acquire, any Shares or other securities or assets of Cagim (other than pursuant to a Superior Proposal) and shall promptly provide the Offeror a list of or, in the case of information that was not previously made available to the Offeror, copies of, any information provided to such Person.

(b) Cagim shall, and shall cause its, officers, directors, Employees, representatives and agents of Cagim and its Subsidiaries to, promptly terminate any existing discussions or negotiations with any Person (other than the Offeror) with respect to any proposal that constitutes, or may reasonably be expected to constitute, an Alternative Transaction. Cagim agrees not to release any third party from any confidentiality or standstill agreement to which Cagim or any of its Subsidiaries is a party with any other Person, other than to allow such Person to make and consummate a Superior Proposal, provided that Cagim has complied in all material respects with Sections 6.2 and 6.3. Cagim shall promptly request the return or destruction of all information provided to any third party which has entered into a confidentiality agreement with Cagim relating to a potential Alternative Transaction to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honoured in accordance with the terms of such agreement.

(c) Cagim shall promptly notify the Offeror, at first orally and then in writing, of any proposed Alternative Transaction or inquiry that could reasonably be expected to lead to an Alternative Transaction, in each case received after the date hereof, of which any of its directors or officers are or become aware, or any amendments to the foregoing, or any request for non-public information relating to Cagim or any of its Subsidiaries in connection with an Alternative Transaction or for access to the properties, books or records of Cagim or any of its Subsidiaries by any Person that informs Cagim or such Subsidiary that it is considering making, or has made, a proposal regarding an Alternative Transaction and any amendment thereto and a description of the terms and conditions together with the identity of such

Person and a copy of all documentation relating to any such proposed Alternative Transaction or inquiry. Cagim shall keep the Offeror informed of any change to the terms of any such Alternative Transaction or inquiry.

6.3 Right to Match

(a) Subject to Section 6.3(b), Cagim covenants that it will not change the Recommendation, accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of an Alternative Transaction (other than a confidentiality and standstill agreement permitted by Section 6.2(a)) unless:

(i) the Alternative Transaction constitutes a Superior Proposal;

(ii) Cagim has provided the Offeror with notice in writing that there is a Superior Proposal, together with all documents detailing the Superior Proposal (including a copy of any confidentiality and standstill agreement between Cagim and the Person making the Superior Proposal, if not previously delivered);

(iii) At least 5 Business Days (the "**Response Period**") shall have elapsed from the date that the Offeror has received a copy of the written proposal in respect of the purported Superior Proposal (or any amendment or revision thereof);

(iv) If the Offeror has proposed to amend the terms of this Agreement in accordance with Section 6.3(b), the Board of Directors shall have determined in good faith that the Alternative Transaction continues to constitute a Superior Proposal after taking into account such amendments; and

(v) Prior to entering into an agreement relating to such Superior Proposal (other than the aforementioned confidentiality and standstill agreement), Cagim shall have terminated this Agreement pursuant to Section 9.1(a)(vi)

(b) During the Response Period, the Offeror will have the right, but not the obligation, to offer to amend the terms of the Offer. The Board of Directors will review any such proposal by the Offeror to amend the terms of the Offer, including an increase in, or modification of, the consideration to be received by the Shareholders, to determine whether the Alternative Transaction to which the Offeror is responding would be a Superior Proposal when assessed against the Offer as it is proposed by the Offeror to be amended. If the Board of Directors does not so determine, the Board of Directors will reaffirm the Recommendation of the Offer, as so amended, and prior to issuing and filing any press release and material change report in respect of such reaffirmation of the Recommendation, If the Board of Directors does so determine, then subject to compliance with Section 6.3(a), Cagim may approve, recommend, accept or enter into an agreement, understanding or arrangement to proceed with the Superior Proposal.

(c) Each successive amendment to any Alternative Transaction that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Shareholders shall constitute a new Alternative Transaction for the purposes of this Section 6.3 and the Offeror shall be afforded a new Response Period in respect of each such Alternative Transaction.

6.4 Deposit and Termination Fee

(a) The Offeror will deposit an amount of $275,000 (the "**BTB Deposit**") with Miller Thomson Pouliot s.e.n.c.r.l. upon the execution of this Agreement, in order to guarantee its obligations under this Agreement.

(b) If, after the execution of this Agreement, the Offeror shall have terminated this Agreement pursuant to Section 9.1(a)(i), 9.1(a)(iii), 9.1(a)(iv) or 9.1(a)(vii) then Miller Thomson Pouliot s.e.n.c.r.l. will automatically refund the BTB Deposit to the Offeror in the 5 Business Days following the date of termination.

(c) If, after the execution of the Agreement, Cagim shall have terminated this Agreement pursuant to Section 9.1(a)(vi), then Cagim shall pay to the Offeror, within 5 Business Days of the date of termination, an amount of $750,000 in immediately available funds to an account designated by the Offeror.

(d) The Parties agree that, when a payment is made hereunder, such payment is the sole remedy in compensation or damages to such Party with respect to the event or events giving rise to the termination of this Agreement. However, nothing contained in this Section 6.4, and no payment thereunder shall relieve or have the effect of relieving any Party in any way from liability for damages incurred or suffered by a Party as a result of an intentional or wilful breach of this Agreement, including the intentional and wilful making of a misrepresentation in this Agreement (including the Schedules hereto) or the Disclosure Letter.

6.5 Injunctive Relief

Nothing contained herein shall preclude a Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or the Confidentiality Agreement or otherwise to obtain specific performance of any of such acts, covenants or agreements, without the necessity of posting a bond or security in connection therewith.

6.6 Board of Directors of Cagim

Immediately following the acquisition pursuant to the Offer by the Offeror of such number of Shares as is at least equal to the Minimum Condition, if so requested by the Offeror, (i) Cagim shall facilitate the reconstitution of the Board of Directors (and the board of directors of each of its Subsidiaries) and any committees thereof through resignations of some or all, as applicable, of Cagim's directors (and those of its Subsidiaries) and the appointment of nominees of the Offeror in their stead, without the necessity of calling a meeting of Shareholders if permitted under applicable Laws, and Cagim shall not contest the Offeror's replacement of such directors and (ii) shall deliver to the Offeror in respect of each director of Cagim or a Subsidiary who holds any shares in the capital of a Subsidiary, executed documents necessary or advisable to transfer such shares to the Offeror or one or more nominees of the Offeror. Where a meeting or a resolution of shareholders is required for such purpose under any applicable Laws, Cagim shall forthwith upon reasonable request by the Offeror cause such meeting to be held or resolution to be passed so as to give effect to said resignations and appointments. Cagim shall be solely responsible for obtaining executed resignations from the current directors who are to resign from the Board of Directors (or any committees thereof) and/or the board of directors (or any committees thereof) of each of its Subsidiaries.

6.7 Restructuring Assistance and Further Cooperation

(a) Cagim shall take, and shall cause its Subsidiaries, as the case may be, to take, or refrain from taking, such action as may be reasonably requested by the Offeror, including without limitation to meet regulatory or Tax planning or lender or internal reorganization or planning requirements, provided that any such actions, (A) do not result in any breach by Cagim of (i) any existing Contract of Cagim; or (ii) any Law; or (B) would not reasonably be expected to impede or delay the Offeror's ability to take up and pay for Shares tendered to the Offer.

(b) Cagim shall cooperate with any agent retained by the Offeror for the purpose of providing information about the Offer or assisting with the solicitation of tenders of Shares pursuant to the Offer and shall take, and shall cause its Subsidiaries, as the case may be, to take, or refrain from taking, such action as may be reasonably requested by the Offeror, in furtherance of such cooperation.

(c) Cagim agrees that it will request, prior to the date of the Offer and again prior to and promptly following the Expiry Date, that the TSX-V maintain the listing for the Shares (and to maintain the Shares as posted for trading) throughout the term of, and upon completion of, the Offer, and until completion of any Compulsory Acquisition or Subsequent Acquisition Transaction.

ARTICLE 7
OTHER COVENANTS OF THE OFFEROR

7.1 Accuracy of Representations

The Offeror covenants and agrees that at all times when the Offer is outstanding, the Offeror shall not intentionally take any action, or fail to take any action, which would reasonably be expected to result in the representations and warranties set out in ARTICLE 3 being untrue at any time while the Offer is outstanding.

7.2 Directors' and Officers' Insurance

From and after the Effective Time, the Offeror agrees that for the period from the Expiry Time until five (5) years after the Expiry Time, the Offeror will, provided that it is available, cause Cagim or any successor to Cagim to maintain Cagim's current directors' and officers' insurance policy or a policy reasonably equivalent subject in either case to terms and conditions no less advantageous to the directors, directors and officers of Cagim and/or its Subsidiaries than those contained in the policy in effect on the date hereof, for all present and former directors and officers of Cagim and its Subsidiaries, covering claims made prior to or within five (5) years after the Expiry Time; provided that such insurance is available at a cost that is not greater than two hundred (200%) of the cost to Cagim of such insurance as at the date hereof. Alternatively, the Offeror may purchase as an extension to Cagim's current insurance policies, pre-paid non-cancellable run-off directors' and officers' liability insurance providing such coverage for such Persons on terms comparable to those contained in Cagim's current insurance policies. From and after the Effective Time until five (5) years after the Expiry Time, the Offeror shall, and shall cause Cagim (or its successor) to, indemnify the current and former directors and officers of Cagim and its Subsidiaries to the fullest extent to which the Offeror and Cagim are permitted to indemnify such directors and officers under their respective Constating Documents, Contracts of indemnity and under applicable Law.

7.3 Officers and Employees

After the Effective Time, the Offeror will cause Cagim and its Subsidiaries to comply with all of their respective obligations to the Employees and officers of Cagim and its Subsidiaries pursuant to applicable Law.

7.4 Director and Officer Liability

From and after the Effective Date, the Offeror shall indemnify and hold harmless, to the fullest extent permitted under applicable Laws (and to also advance expenses as incurred to the fullest extent permitted under applicable Laws), each present and former director and officer of Cagim and its Subsidiaries (each, an "**Indemnified Person**") against any costs or expenses (including attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or related to such Indemnified Person's service as a director or officer of Cagim or its Subsidiaries or services performed by such Persons at the request of Cagim or its Subsidiaries at or prior to the Effective Date, whether asserted or claimed prior to, at or after the Effective Date, including the approval of this Support Agreement, the Offer or the other transactions contemplated by this Support Agreement or arising out of or related to this Support Agreement and the transactions contemplated hereby. Neither the Offeror nor Cagim shall settle, compromise or consent to the entry of any judgment in any claim, action, suit, proceeding or investigation or threatened claim, action, suit, proceeding or investigation without the consent of an Indemnified Person (such consent not to be unreasonably withheld) (i) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person (which release shall be in form and substance reasonably satisfactory to such Indemnified Person) from all liability arising out of such action, suit, proceeding, investigation or claim or (ii) that includes an admission of fault of such Indemnified Person.

ARTICLE 8
MUTUAL COVENANTS

8.1 Notice Provisions

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement and the Effective Time of any event or state of facts of which it is aware which occurrence or failure would, or would be likely to:

(i) cause any of the representations or warranties of either Party contained herein to be untrue or inaccurate in any material respect; or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by either Party hereunder prior to the Expiry Time, the Take-Up Date or the Effective Time, as applicable.

(b) Each Party will give prompt notice to the other if at any time before the Expiry Time it becomes aware that the Bid Circular, the Directors' Circular, an application for an order, any registration, consent, circular or approval, or any other filing under applicable Laws contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in the light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Bid Circular, the Directors' Circular, such application, registration, consent, circular, approval or filing, and the Offeror and Cagim shall co-operate in the preparation of any amendment or supplement to the Bid Circular, the Directors' Circular, application, registration, consent, circular, approval or filing, as required.

8.2 Additional Agreements and Filings

Subject to the terms and conditions herein provided, each of the Parties agrees to use its reasonable efforts to take, or cause to be taken, all reasonable actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

(a) to obtain all necessary consents, approvals and authorizations as are required to be obtained under applicable Law;

(b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby;

(c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the transactions contemplated hereby;

(d) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities or required under the Securities Laws, or any other Law relating to the transactions contemplated herein;

(e) to execute and deliver such documents as the other Party may reasonably require; and

(f) to fulfil all conditions within its power and satisfy all provisions of this Agreement, the Offer and any Compulsory Acquisition or Subsequent Acquisition Transaction.

8.3 Access to Information

Subject to the terms of the Confidentiality Agreement, Cagim agrees (and shall cause its Subsidiaries) to provide the Offeror and its representatives with reasonable access during normal business hours, and at such other time or times as the Offeror may reasonably request, to all books, records, information, Tax and other documents, filings, memoranda, working papers and files and all other materials in its or their possession and control, including Material Contracts, and access to the personnel of Cagim and its Subsidiaries as reasonably requested as well as reasonable access to the properties of Cagim and its Subsidiaries in order to allow the Offeror to conduct such investigations as the Offeror may consider necessary or advisable, and further agrees to assist the Offeror in all reasonable ways in any such due diligence investigations which the Offeror may wish to conduct. Any such investigation by the Offeror and its advisors shall not mitigate, diminish or affect the representations and warranties of Cagim contained in this Agreement or any document or certificate given pursuant hereto.

8.4 Publicity

Prior to the execution of this Agreement, Cagim and the Offeror shall agree upon the contents of a press release with respect to this Agreement and the transactions contemplated herein, and Cagim shall issue and file such press release as soon as practicable after the execution hereof. The Offeror and Cagim further agree that, from the date hereof until the earlier of the completion of the Offer and the termination of this Agreement, there will be no public announcement or other disclosure of the transactions contemplated by this Agreement unless they have mutually agreed in writing thereto or unless otherwise required by applicable Law, based on the advice of counsel. If either the Offeror or Cagim is required by Law to make a public announcement with respect to the transactions contemplated herein, such Party will provide as much notice to the other of them as reasonably possible, including the proposed text of the announcement. For greater certainty, nothing shall prevent the Offeror, or information agent (if any) from conducting their solicitation of tenders in the ordinary course, including by publishing advertisements or making public announcements or statements in connection with the Offer provided no previously undisclosed material information is disclosed in the course of such solicitation and that copies thereof are provided to Cagim.

ARTICLE 9
TERMINATION, AMENDMENT AND WAIVER

9.1 Termination

(a) This Agreement may be terminated by written notice prior to the realization of the transactions provided for in this Agreement:

   (i) by the Offeror if any condition contained in Schedule A is not satisfied or waived by the Offeror on or prior to the Expiry Time;

   (ii) by Cagim if the Offeror shall not have performed in all material respects any covenant to be performed by it under this Agreement or if any representation or warranty of the Offeror shall have been or become untrue in any material respect unless such non-performance or breach, if capable of being remedied, is remedied by the Offeror within the lesser of 5 Business Days from the date of notice of termination from Cagim and the number of days remaining before the Outside Date;

(iii) by the Offeror if Cagim shall not have performed in all material respects any covenant to be performed by it under this Agreement or if any representation or warranty of Cagim shall have been or become untrue in any material respect to the extent that the non-performance of the covenant or the failure of such representation or warranty to be true and correct shall cause a Material Adverse Change or Materially Adversely Effect unless such non-performance or breach, if capable of being remedied, is remedied by Cagim within the lesser of 5 Business Days from the date of notice of termination from the Offeror and the number of days remaining before the Outside Date;

(iv) by the Offeror if the Directors' Circular does not substantially conform or is modified in a manner not to conform with the description thereof in this Agreement or if the Board of Directors shall have: (i) withdrawn or modified in a manner adverse to the Offeror the Recommendation (unless the Offeror shall have breached a covenant under this Agreement in such a manner that would entitle Cagim to terminate this Agreement in accordance with Section 9.1(a)(ii)), or (ii) approved or recommended an Alternative Transaction or entered into a binding written agreement in respect of an Alternative Transaction (other than a confidentiality agreement permitted by Section 6.2(a));

(v) by Cagim if: (i) the Offer has not been made by the Latest Mailing Time, subject to the right of the Offeror under Section 2.1(c) not to proceed with the Offer; (ii) the Offer (or any amendment thereto other than as permitted hereunder or any amendment thereof that has been mutually agreed to by the Parties) does not conform in all material respects with the description thereof in this Agreement; or (iii) subject to satisfaction of the conditions set out in Schedule A, Shares deposited under the Offer have not, for any reason whatsoever, been taken up and paid for in accordance with this Agreement;

(vi) by Cagim in order to enter into a binding written agreement with respect to a Superior Proposal (other than a confidentiality agreement permitted by Section 6.2(a)), subject to compliance with Sections 6.3 and 6.4; or

(vii) by either Party if the Expiry Date does not occur on or prior to the Outside Date, provided that the failure of the Expiry Date to so occur is not the result of the breach of a representation, warranty or covenant by the Party terminating this Agreement;

(viii) by mutual written consent of both Parties;

in each case, provided that the Party terminating this Agreement is not in default in the performance of its obligations under this Agreement and without prejudice to any other rights such Party may have.

9.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the Offeror or Cagim hereunder except as set forth in Sections 6.4, 6.5 and 8.4 and this ARTICLE 9, which provisions shall survive the termination of this Agreement. If this Agreement is terminated as provided by Section 9.1, the Offeror may terminate or withdraw the Offer. In the case of termination, nothing herein shall relieve any Party from liability for any intentional or wilful breach of this Agreement.

9.3 Amendment

This Agreement may be amended by mutual agreement between the Parties. It may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

9.4 Waiver

Each of the Offeror, on the one hand, and Cagim, on the other hand, may:

(a) extend the time for the performance of any of the obligations or other acts of the other;

(b) waive compliance with the other's agreements or the fulfilment of any conditions to its own obligations contained herein; or

(c) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other Party;

provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 10
GENERAL PROVISIONS

10.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a 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, then the next succeeding Business Day, in the place of receipt) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt (if a Business Day, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time in the place of receipt) at the point of receipt in which case it shall be deemed to have been given and received on the next Business Day.

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

(a) if to Cagim:

1170, boul. Lebourgneuf
Bureau 300
Québec, Québec G2K 2E3

Attention: Stephane Beshro
Telecopy No.: 418-622-8448

with a copy to:

Séguin Racine, Attorneys Ltd.
3030 Le Carrefour Blvd.
Suite 1002
Laval, Québec H7T 2P5

Attention: Pierre-Hubert Séguin
Telecopy No.: 450-681-8400

(b) if to the Offeror:

2155 Crescent Street
Suite 300
Montréal, Québec H3G 2C1

Attention: Michel Léonard
Telecopy No.: 514-286-0011

with a copy to:

Miller Thomson Pouliot LLP
1255 René-Lévesque Blvd.
31st Floor
Montréal, Québec H3B 3S6

Attention: Benoît Gascon
Telecopy No.: 514-871-5490

10.2 Miscellaneous

This Agreement:

(a) except for the Confidentiality Agreement and the Disclosure Letter, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties, with respect to the subject matter hereof;

(b) shall be binding upon and enure to the benefit of the Parties and their respective successors and assigns; and

(c) does not give any other Person (including any Shareholder) any right or recourse whatsoever.

The Parties shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement, and such facsimile copy shall be legally effective to create a valid and binding agreement among the Parties.

10.3 Binding Effect and Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties without the prior express written consent of the other Party. Notwithstanding the foregoing provisions of this Section 10.3, the Offeror may assign all or any part of its rights or obligations under this Agreement to a direct or indirect wholly-owned Subsidiary or other Affiliate of the Offeror, provided that any such assignment will have no material adverse Tax or other effects to Cagim or the Shareholders, and provided further that if such assignment takes place, the Offeror shall continue to be liable to Cagim for any default in performance by the assignee.

10.4 Limited Recourse and Non-Responsibility

(a) Notwithstanding any other provision of this Agreement, any recourse available to Cagim against the Offeror hereunder or in respect hereof shall not be personally binding upon, nor shall resort, recourse or satisfaction be sought from the unit or debenture holders, officers, trustees, directors, employees or agents of the Offeror.

(b) Cagim further acknowledges and agrees that the obligations of the Offeror being created by this Agreement, and any liabilities arising in any manner whatsoever out of or in connection with 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 or debenture holders of the Offeror;

(ii) annuitants under a plan of which a unit or debenture holder of the Offeror acts as trustee or carrier; and

(iii) the officers, trustees, employees or agents of the Offeror,

it being understood that only the assets of the Offeror may be the object of a seizure or execution and that the above-mentioned persons will benefit from the provisions of article 1322 of the *Civil Code of Québec*.

10.5 Expenses

Except as provided in Section 6.4, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fee, cost or expense, whether or not the Offer is consummated.

10.6 Survival

Subject to Section 9.2, the representations and warranties of Cagim and the Offeror contained in this Agreement shall not survive the completion of the Offer, and shall expire and be terminated on the earlier of the Effective Time or the termination of this Agreement in accordance with its terms.

10.7 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.8 Counterpart Execution

This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BTB REAL ESTATE INVESTMENT TRUST

Per: ______________________________
Michel Léonard, duly authorized person

Per: ______________________________
Benoit Cyr, duly authorized person

CAGIM REAL ESTATE CORPORATION

Per: ______________________________
Guy Boutin, duly authorized person

Per: ______________________________
Stéphane Beshro, duly authorized person

SCHEDULE A

CONDITIONS OF THE OFFER

Capitalized terms used in this Schedule A but which are not defined herein shall have the meaning set forth in this Agreement.

Subject to the provisions of this Agreement, the Offeror will have the right to withdraw or terminate the Offer and not take up, purchase or pay for, and shall have the right to extend the period of time during which the Offer is open for acceptance and postpone taking up and paying for, the Shares deposited under the Offer unless all of the following conditions are satisfied or the Offeror has waived them at or prior to the Expiry Time:

(a) there shall have been validly deposited or tendered under the Offer and not withdrawn as at the Expiry Time such number of Shares that constitutes at least 66.66% of the issued and outstanding Shares, and the votes attaching to which shall be qualified to be included as votes in favour of any Subsequent Acquisition Transaction in determining whether approval (as construed under the Securities Laws and applicable corporate Laws) has been obtained in respect thereof (the "**Minimum Condition**");

(b) all requisite regulatory approvals, orders, notices, consents and expiries of waiting periods (including, without limitation, under TSX-V or other securities regulatory authorities) shall have been obtained on terms and conditions satisfactory to Offeror, acting reasonably;

(c) (i) no act, action, suit or proceeding shall have been threatened, commenced or taken by or before any Governmental Authority in Canada; and (ii) no Law shall have been proposed, enacted, promulgated, amended or applied; in either case in the judgement of Offeror, acting reasonably:

    (A) to cease trade, enjoin, prohibit or impose material limitations or conditions on the purchase by or the sale to the Offeror of any of the Shares or the right of the Offeror to own or exercise full rights of ownership of the Shares (either pursuant to the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction), or the consummation of the Offer, a Compulsory Acquisition or any Subsequent Acquisition Transaction;

    (B) which, if the Offer or Compulsory Acquisition or Subsequent Acquisition Transaction was consummated, would result in a Material Adverse Change or a Material Adverse Effect; or

    (C) would prevent, or would materially and adversely affect the ability of the Offeror or its Affiliates to make or consummate the Offer, or to effect a Compulsory Acquisition or Subsequent Acquisition Transaction;

(d) there shall not exist any prohibition at Law against the Offeror making the Offer, taking up and paying for any Shares deposited and not withdrawn under the Offer or completing any Compulsory Acquisition or Subsequent Acquisition Transaction;

(e) there shall have been no breach of the representations, warranties or covenants of Cagim under the Support Agreement as of the Effective Time, which breach, individually or in the aggregate, would reasonably be expected to constitute a Material Adverse Change or to have a material adverse effect on the ability of the Offeror to consummate the transactions contemplated in the Offer and the Support Agreement shall not have been terminated;

(f) there does not exist and there shall not have occurred since the date of the Support Agreement (or if there does exist or shall have occurred prior to such date there shall not have been disclosed generally) any change or effect (or condition, event or development including a prospective change or effect) which when considered either individually or in the aggregate would constitute a Material Adverse Change or which, if the Offer, a Compulsory Acquisition or a Subsequent Acquisition Transaction were consummated, would constitute a Material Adverse Change or have a material adverse effect on the Offeror or its Affiliates;

(g) this Agreement shall not have been terminated pursuant to its term;

(h) the Lock-Up Agreement executed by each Cagim Insider shall be in full force and effect;

(i) the Debentures shall have been converted on the Take-up Date;

(j) the Options not exercised on the Take-up Date shall automatically become null and void and the Stock Option Plan shall have been terminated.

(k) the Offeror shall have received a certificate from Constructions Richard Arsenault Inc. that all entrepreneurs hired for the projet construction of the complexe have been paid;

(l) the Offeror shall have received the audited financial statements of Cagim as at December 31, 2009;

(m) complete the reorganization described in Schedule A-1 hereof and, whenever there is a Subsequent Acquisition Transaction as described at Section 2.6, Schedule A-1 will be adjusted consequently and Cagim agrees to the revised Schedule A-1, ; and

(n) provide to the Offeror a certificate in the form attached as Schedule A-2 hereof from 80 % of the tenants renting space of more that 2,000 square feet and from each of the tenants renting space of more that 10,000 square feet.

The foregoing conditions shall be for the exclusive benefit of the Offeror. Each of the foregoing conditions is independent of and in addition to each other such condition.

Subject to the Support Agreement, the Offeror may waive any of the foregoing conditions in whole or in part at any time and from time to time in its sole discretion, acting reasonably without prejudice to any other rights which the Offeror may have.

SCHEDULE B

FORM OF LOCK-UP AGREEMENT