VOTING AGREEMENT
IN CONNECTION WITH
THE ACQUISITION AGREEMENT

November 28, 2011

TO: Fairfax Financial Holdings Limited
95 Wellington Street West
Suite 800
Toronto, Ontario
M5J 2N7

Dear Sirs/Mesdames:

Re: Arrangement Involving Fairfax Financial Holdings Limited

In consideration of Fairfax Financial Holdings Limited (the "**Acquiror**") entering into the acquisition agreement (the "**Acquisition Agreement**") dated the date of this letter agreement (the "**Agreement**") with Prime Restaurants Inc. (the "**Company**"), and agreeing to participate in the plan of arrangement involving the Company and its shareholders, whereby, among other things, the Class A Limited Voting Shares (the "**Shares**") in the capital of the Company would be acquired at a price of $7.50 per Share payable in cash (the "**Transaction**"), this Agreement sets out the terms on which the shareholder listed on Schedule A (the "**Shareholder**") undertakes to: (i) vote or cause to be voted the Owned Securities (as defined below) in favour of the Transaction and any other matter that could reasonably be expected to facilitate the Transaction, and (ii) abide by the restrictions and covenants set forth herein.

The terms of the Transaction are set out in the Acquisition Agreement (including the Plan of Arrangement in Schedule A thereto), a copy of which the Shareholder acknowledges having received. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Acquisition Agreement.

Therefore, this Agreement witnesses that, in consideration of the covenants and agreements herein conformed, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties of the Shareholder and the Acquiror

1.1 **Shareholder Representations** - The Shareholder hereby represents and warrants to the Acquiror (and acknowledges that the Acquiror is relying upon such representations and warranties) as follows:

(a) that the Shares set forth opposite its name on Schedule A to this Agreement represent all securities held of record, beneficially owned by, or for which voting or dispositive power is granted to, the Shareholder (the "**Current Securities**"). In respect of such Current Securities, except as disclosed in Schedule A, the Shareholder is the sole legal and sole beneficial owner, directly or indirectly, has, and will continue to have at the time of any vote contemplated by this Agreement and at the time the Acquiror acquires the Shares pursuant to the Plan of Arrangement, sole voting power over, sole power of disposition of, sole control and sole direction over, and sole power to agree to all of the matters set forth in this Agreement. As to any Current Securities that the Shareholder indicates it does not have such sole powers, the Shareholder shall use its reasonable commercial efforts to cause all of its obligations under this Agreement to be complied with by any person having such powers. Except as set out in Schedule A, the Shareholder has good and marketable title to its Current Securities, free and clear of any and all liens, pledges, mortgages, charges, restrictions, security interests, adverse claims and demands or rights of others of any nature or kind whatsoever ("**Encumbrances**"), provided that such Current Securities will be free of any and all Encumbrances at the Effective Time. Other than the Current Securities set out in Schedule A, no equity or voting shares or securities of the Company convertible into equity or voting shares are beneficially owned or controlled, directly or indirectly, by such Shareholder;

(b) the Shareholder is duly incorporated and validly existing under the Laws of its governing jurisdiction of incorporation;

(c) the Shareholder has the corporate power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly authorized by all necessary corporate actions and has been duly executed and delivered by such Shareholder, and assuming the due authorization, execution and delivery by the Acquiror, this Agreement constitutes a legal, valid and binding obligation of the Shareholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity;

(d) neither the authorization, execution or delivery of this Agreement by the Shareholder and other than in respect of the Encumbrances set out in Schedule A the performance by the Shareholder of its obligations under this Agreement nor the completion of the Transaction shall result (with or without notice or the passage of time) in a violation or breach, or constitute a default, require a permit, consent or approval to be obtained under, require a filing to be made under or give rise to any third party right of termination, cancellation, right of purchase or sale, of penalty or payment, modification or acceleration, under any provision of any:

(i) if the Shareholder is a corporation, certificate of incorporation, articles, by-laws or other charter documents or any agreement with a shareholder;

(ii) Laws other than notice filings of this Agreement under Securities Laws;

(iii) Contract, license, permit or other instrument or obligation to which the Shareholder is a party or by which the Shareholder or any of its properties or assets (including its Current Securities) are bound;

except such violations, breaches, defaults or failures to make any filing or to obtain any permit, consent or approval which could not, individually or in the aggregate, impair the ability of the Shareholder to perform its obligations under this Agreement or otherwise delay the Shareholder in performing such obligations. In the case of any Encumbrances, the Shareholder represents it is not in default under the obligations secured by the Encumbrances or such Encumbrance, that the execution of this Agreement does not cause a default thereunder and agrees it shall use all reasonable commercial efforts to avoid a default thereunder;

(e) to the knowledge of the Shareholder, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Authority, or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its properties that, individually or in the aggregate, could impair the ability of the Shareholder to perform its obligations under this Agreement or otherwise delay the Shareholder in performing such obligations. To the knowledge of the Shareholder, there is no judgment, decree or order against the Shareholder that could reasonably be expected to prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement, or that could impair the ability of the Shareholder to perform its obligations under this Agreement;

(f) the Shareholder has not previously granted or agreed to grant any power of attorney, proxy or other right to vote in respect of its Current Securities or entered into any voting trust, nor any pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind as to its Current Securities except those which are no longer of any force or effect; and

(g) there are no obligations under any agreements outstanding between the Shareholder and its affiliates (other than the Company and its Subsidiaries) and the Company or its Subsidiaries except as set out in the Disclosure Letter.

1.2 **Acquiror Representations** – The Acquiror hereby represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying upon such representations and warranties) as follows:

(a) that the Acquiror is a company duly incorporated and validly existing under the Laws of its governing jurisdiction of incorporation;

(b) that the Acquiror has the requisite corporate power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Acquiror and duly authorized by all necessary corporate actions, and assuming the due authorization, execution and delivery by the Shareholder, this Agreement constitutes a legal, valid and binding obligation of the Acquiror, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally and general principles of equity;

(c) neither the authorization, execution or delivery of this Agreement by the Acquiror, the performance by the Acquiror of its obligations under this Agreement, nor the completion of the Transaction shall result (with or without notice or the passage of time) in a violation or breach, or constitute a default, require a permit, consent or approval to be obtained under, require a filing to be made under or give rise to any third party right of termination, cancellation, right of purchase or sale, of penalty or payment, modification or acceleration, under any provision of any: (i) certificate of incorporation, articles, by-laws or other charter documents or any agreement with a shareholder; (ii) Laws other than notice filings of this Agreement under securities Laws; (iii) any note, bond, mortgage, indenture or contract or agreement to which the Acquiror is party or by which it is bound; or (iv) any judgement, decree, order or award of any Governmental Authority or arbitrator; and

(d) the Acquiror will have sufficient cash on hand and available under its credit facilities to satisfy at the Effective Time the payment of the aggregate purchase consideration payable pursuant to the Transaction.

2. Shareholder Obligations

2.1 **No Transfers -** The Shareholder hereby represents and warrants to you and covenants with you that, except as contemplated in this Agreement, the Shareholder shall not: (i) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of its Current Securities or any Shares otherwise obtained by the Shareholder (the "**Additional Shares**") or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition, derivative transaction or effective economic disposition through cash settlement); or (ii) except in connection with any shareholder resolution that is not inconsistent with the Shareholder's obligations under Section 2.3, grant any proxies or powers of attorney, or deposit its Shares or Additional Shares (collectively, the "**Owned Securities**") into a voting trust or enter into a voting agreement, pooling agreement, understanding or arrangement with respect to such Owned Securities, without having first obtained the prior written consent of the Acquiror, which consent is within the sole discretion of the Acquiror and may be unreasonably withheld.

2.2 **Non-Solicitation –** Except as specifically permitted under Section 5.7 of the Acquisition Agreement, the Shareholder, in its capacity as a shareholder of the Company, agrees that it shall not, directly or indirectly, make an Acquisition Proposal or negotiate with, solicit, initiate or encourage submission of proposals or offers from, or provide information to, any other Person, entity or group relating to an Acquisition Proposal, provided that the Shareholder may enter into, participate and maintain discussions or negotiations with any Person(s) that makes an unsolicited *bona fide* Acquisition Proposal that the Company Board has determined in accordance with the Acquisition Agreement constitutes or would reasonably be expected to lead to a

Superior Proposal and who has entered into an Acceptable Confidentiality Agreement as contemplated by Sections 5.7 of the Acquisition Agreement where the Company Board has consented to both the Acquiror and such Person being able to talk to the Shareholder. For the avoidance of doubt, nothing in this Agreement shall limit the Shareholder who is an individual and who is a director or officer of the Company from performing, on advice of counsel, his or her fiduciary duties as a director or an officer of the Company, including for greater certainty, doing any act or thing permitted by Section 5.7 of the Acquisition Agreement. The Shareholder will immediately notify the Acquiror of any Acquisition Proposal of which the Shareholder or, to the knowledge of the Shareholder or any of its Representatives becomes directly or indirectly, aware. Such notification shall be made first orally and then in writing and shall include a description of the material terms and conditions together with a copy of all documentation relating to any such Acquisition Proposal or inquiry in respect of an Acquisition Proposal within the Shareholder's possession.

2.3 **Voting Rights -** The Shareholder hereby irrevocably undertakes:

(a) to vote (or cause to be voted) all the Owned Securities at any meeting of the shareholders (or securityholders) of the Company, and in any action by written consent of the shareholders of the Company (unless and only then to the extent prohibited by law) (i) in favour of the approval, consent, ratification and adoption of the Transaction including the Arrangement Resolution (and any actions required in furtherance thereof); or (ii) against any action that would impede, interfere or discourage the Transaction other than a Superior Proposal (including, for greater certainty, against any of the following transactions other than with the Acquiror or its affiliates (A) any merger, consolidation, business combination, sale of assets, amalgamation, arrangement, reorganization or recapitalization of the Company, (B) any sale, lease or transfer of any significant part of the assets of the Company (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company, or (D) any change in the capitalization of the Company, or the corporate structure or charter of the Company) (in each case where the relevant proposal does not have the express written agreement of the Acquiror); and (iii) against any action that would result in any breach of any representation, warranty or covenant of the Company in the Acquisition Agreement;

(b) for greater certainty, in connection with any matter referred to in 2.3(a), the Shareholder shall, except in the case of a Superior Proposal, consult with the Acquiror prior to exercising any voting rights attached to the Shares or the Additional Shares and shall exercise or procure the exercise of such voting rights as the Acquiror shall instruct;

(c) at the request and expense of the Acquiror, requisition or join in the requisition of a meeting of the shareholders of Company to consider the matters set out in Section 2.3(a) and not to, without the prior written consent of the Acquiror (which consent is in the sole discretion and may be unreasonably withheld), requisition or join in the requisition of any meeting of the shareholders of the Company for the purpose of considering any resolution with respect to any of the matters referred to in Section 2.3(a) other than a Superior Proposal; and

(d) to cause the Shareholder's Owned Securities to be counted for purposes of establishing a quorum at any shareholders' meeting.

(e) to support the completion of any Alternative Transaction (defined below) from the Acquiror in the same manner as the Shareholder is obligated to support the Arrangement under this Agreement if the Acquiror and the Company conclude, after the date of this Agreement, it is necessary or desirable and, without limiting the generality of the foregoing, but subject to Section 2.4:

(i) the Shareholder shall validly tender or cause to be tendered and cause all acts and things to be done to tender the Shareholder's Owned Securities on the terms and conditions set out herein to the Alternative Transaction,

(ii) at least five Business Days before the expiry of the Alternative Transaction (or such shorter period not to be less than the expiry date of the take-over bid, as is required to obtain consent or approval from one or more creditor parties), the Shareholder shall deposit or cause to be deposited (including by instructing the participant in the book based system operated by CDS Clearing and Depository Services Inc. or such other intermediary through which the Shareholder holds the Owned Securities to arrange for such deposit) all of the Shareholder's Owned Securities in accordance with the provisions of the offer and circular and thereafter the Shareholder shall not withdraw or permit its Owned Securities to be withdrawn from such offer, and

(iii) the Shareholder and the Acquiror shall enter into an agreement having an effect similar to the Equity Participation Agreement, modified as necessary to reflect the structure of such Alternative Transaction, and the Acquiror shall obtain all necessary exemptions from the Securities Regulatory Authorities with respect to the entering into of such similar agreement in connection with the Alternative Transaction,

where "**Alternative Transaction**" means a take-over bid made by the Acquiror or its affiliates (and/or any other Persons acting jointly or in concert with the Acquiror), in compliance with applicable securities Laws, to all of the shareholders of the Company for all of their shares, including a minimum tender condition of at least 50.1% that cannot be waived without approval of the Shareholder and other conditions that are not more adverse than those contained in the Acquisition Agreement, where: (i) the Acquiror (and its joint actors) offer cash consideration of not less than the cash consideration offered under the Acquisition Agreement; and (ii) the mailing of the take-over bid offer by the Acquiror (and its joint actors) in connection with the Alternative Transaction is commenced no later than 20 days following the termination of the Acquisition

Agreement (in accordance with the provisions thereof) and expires (following any extensions) no later than the Outside Date (subject to extension if the Acquiror has commenced a formal takeover bid under Section 2.3(e) prior to the Outside Date and within such 20 day period, such extension to be equal to 35 days, less the number of days between the Outside Date and the date the formal takeover bid was commenced).

2.4 **Termination -** The Agreement, including the obligations of the Shareholder set out in Article 2, shall terminate upon the earliest of:

(a) the termination of the Acquisition Agreement;

(b) at any time with respect to the Shareholder, if the Acquiror has agreed in writing to terminate this Agreement;

(c) the Outside Date (subject to extension if the Acquiror has commenced a formal takeover bid under Section 2.3(e) prior to the Outside Date and not later than 20 days following the termination of the Acquisition Agreement (in accordance with the other provisions thereof), such extension to be equal to 35 days, less the number of days between the Outside Date and the date the formal takeover bid was commenced), provided that the actions or failure of the Shareholder has not been the principal cause or resulted in the failure of the completion of the Transaction on or before the Outside Date;

(d) at any time by the Shareholder if the Acquisition Agreement or any Alternative Transaction is amended to reduce or change the amount or the form of the purchase consideration, to reduce or change the amount or the form of the Special Dividend payable by the Company or to change the record date, or payment date thereof in a manner materially adverse to the Shareholder, or the Acquisition Agreement is amended in any other respect that is materially adverse to the Shareholder;

(e) at any time by the Shareholder, if any of the representations and warranties of the Acquiror under this Agreement shall not be true and correct in all material respects or if the Acquiror shall not have complied with its covenants to the Shareholder contained in this Agreement in all material respects;

(f) at any time by the Shareholder, if the Arrangement Resolution is not approved at the Company Meeting (or any adjournment or postponement thereof) in accordance with the Amended Order; and/or

(g) the Effective Time of the Transaction,

provided that the Shareholder shall be responsible and shall remain liable for any breach of this Agreement by the Shareholder occurring prior to the termination of this Agreement.

2.5 **No Ownership Interest** - Nothing contained in this Agreement shall be deemed to vest in the Acquiror any direct or indirect economic benefit or ownership or incidence of ownership of, or relating to, any Current Securities. All rights, ownership and economic benefits of and relating to the Current Securities shall remain vested in and belong to the Shareholder, and the Acquiror shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Shareholder in the voting of any of the Current Securities, except as otherwise provided herein, or in the performance of the Shareholder's duties or responsibilities as a shareholder of the Company.

3. Other Covenants

3.1 **Disclosure -** The Shareholder and the Acquiror also agree:

(a) to details of this Agreement being set out in any press release or information circular produced by the Company and/or the Acquiror in connection with the Transaction;

(b) to this Agreement being available for inspection to the extent required by Law;

(c) to this Agreement being publicly filed on SEDAR; and

(d) to this Agreement being provided to the directors of the Company.

3.2 **Remedies -** Each party agrees that an award of monetary damages would not be an adequate remedy for any loss incurred by reason of any breach of this Agreement and that, in the event of any breach or threatened breach of this Agreement by a party, the other party will be entitled to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach or threatened breach of this Agreement but will be in addition to all other remedies available at law or in equity.

3.3 **No Dissent -** The Shareholder agrees not to exercise any rights of dissent in respect of the Transaction.

4. Miscellaneous

4.1 **Interpretation -** In this Agreement:

(a) **Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(b) **Currency** - Unless otherwise specified, all references to money amounts are to lawful currency of Canada.

(c) **Governing Law** - This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. Each party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Ontario and irrevocably agrees that the Courts of the Province of Ontario are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any suit, action or proceeding ("**Proceedings**") arising out of or in connection with this Agreement may be brought in such Courts. Each party hereby waives any objection which it may have now or hereafter to the venue of any Proceedings in the Courts of the Province of Ontario and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the Courts of the Province of Ontario shall be conclusive and binding upon him and may be enforced in the courts of any other jurisdiction.

(d) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(e) **Including** - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(f) **No Strict Construction -** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(g) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(h) **Severability** - If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

(i) **Statutory References** - A reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute or any such regulation or rule.

(j) **Time** - Time is of the essence in the performance of the parties' respective obligations.

(k) **Time Periods** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

(l) **Subsidiaries** - To the extent any representations, warranties, covenants or agreements contained herein relate, directly or indirectly, to a Subsidiary of any party, each such provision shall be construed as a covenant by such party to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action.

4.2 Entire Agreement

This Agreement, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitutes the entire agreement between the parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No reliance has been made upon, and there are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

There shall be no liability, either in tort or in contract otherwise, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, not reduced to writing as part of this Agreement. The parties agrees that the other will have no remedy in respect of any untrue statement made to it and upon which it relied in entering into this Agreement and that its only remedy can be for breach of contract under this Agreement.

4.3 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or email:

(a) If to Acquiror, at:

Fairfax Financial Holdings Limited
95 Wellington Street West
Suite 800
Toronto, Ontario
M5J 2N7

Attention: Paul Rivett

Fax No.: (416) 367-2201
Email: privett@hwic.ca

with a copy to:

Torys LLP
79 Wellington Street West
Suite 3000
Toronto, Ontario
M5K 1N2

Attention: David Chaikof

Fax No.: (416) 865-7380
Email: dchaikof@torys.com

(b) If to Shareholder at:

Prime Restaurant Holdings Inc.
10 Kingsbridge Garden Circle, Suite 600
Mississauga, Ontario
L5R 3K6

Attention: John A. Rothschild

Fax No.: (905) 568-0080
Email: jrothschild@primerestaurants.com

with a copy to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario, Canada
M5H 2S7

Attention: Tim Heeney

Fax No.: (416) 979-1234
Email: theeney@goodmans.ca

- and -

Stikeman Elliott LLP
1155 René-Lévesque Blvd. West
Suite 4000
Montreal, Québec, Canada
H3B 3V2

Attention: Sidney Horn

Fax No.: (514) 397-3416
Email: smhorn@stikeman.com

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any party may, from time to time, change its address by giving Notice to the other parties in accordance with the provisions of this Section 4.3.

4.4 Further Assurances

The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.5 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement by all of the parties hereto.

4.6 Expenses

The parties agree that all costs and expenses of the parties relating to the this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

4.7 **Assignability**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that:

(a) Acquiror may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to a wholly-owned subsidiary, without reducing its own obligations hereunder, without the consent of the Shareholder; and

(b) Shareholder may assign this Agreement for tax planning purposes, to a related Canadian entity that is also concurrently assigned the Shares and the Shareholder agrees to be bound by the terms of this Agreement, where "related entity" means any subsidiary, affiliate, or control person of the Shareholder, or any subsidiary or affiliate of such control person or the Shareholder, without reducing its obligations hereunder, with the prior written consent of the Acquiror, which consent shall not be unreasonably withheld.

4.8 **Public Notices**

All public notices shall be jointly planned and co-ordinated by the Acquiror and the Company in accordance with the Acquisition Agreement and the Shareholder shall not act unilaterally in this regard without the prior approval of the Acquiror or the Company, such approval not to be unreasonably withheld, unless such disclosure is required by Law, Securities Law or applicable stock exchange rules.

4.9 **Execution and Delivery**

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

[Signature page follows.]

This Agreement has been agreed and accepted this 28th day of November, 2011.

FAIRFAX FINANCIAL HOLDINGS LIMITED

By: "*Paul Rivett*"

Paul Rivett

PRIME RESTAURANT HOLDINGS INC.

By: "*John A. Rothschild*"

John A. Rothschild
Chief Executive Officer

SCHEDULE A

Shareholder	**Number of Class A Limited Voting Shares**
Prime Restaurant Holdings Inc.	2,618,571

Encumbrances

N/A