

06-13-2003

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Docket No.: 2000P07679 US01

102472675

To the Honorable Commissioner of Patents and Trademarks

and original documents or copy thereof.

1. Name of conveying party(ies):
Siemens Canada Limited
Additional name(s) of conveying party(ies) attached? Yes No

6-9-03

2. Name and address of receiving party(ies)
Name: 3840620 Canada Inc.
Internal Address:
Street Address: 700 Park Avenue, Chatham,
City: Ontario State: Canada ZIP: N7M 5M7
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Asset Transfer Agreement
Execution Date: January 28, 2002

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s)
09/855,285

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elsa Keller
Internal Address:
Siemens Corporation
Intellectual Property Department
Street Address: 186 Wood Avenue South
City: Iselin State: NJ ZIP: 08830

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No. 19-2179

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pasquale Musacchio Reg.No.: 36,876
Name of Person Signing

Pasquale Musacchio
Signature

06.05.2003
Date

Total number of pages including cover sheet, attachments, and document: 19

OFFICE OF PUBLIC RECORDS
2003 JUN -9 PM 3:40
FINANCE SECTION

06/13/2003 LINEAR 01000107 192179 0905000
01 FC:000 40.00 US

ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made as of the 1st day of January, 2001

BETWEEN:

SIEMENS CANADA LIMITED, a corporation subsisting under the laws of Canada (hereinafter called the "Vendor")

OF THE FIRST PART,

- and -

3840620 CANADA INC., a corporation incorporated under the laws of Canada (hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS the Vendor is the owner of the Transferred Assets pertaining to the Purchased Business (as such terms are hereinafter defined);

AND WHEREAS the Vendor wishes to sell and transfer to the Purchaser and the Purchaser wishes to purchase and acquire from the Vendor the Transferred Assets upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

1.01 Definitions

In this Agreement, all capitalized terms used herein have the meanings ascribed to them as set out below and grammatical variations of such terms will have corresponding meanings:

- (a) "Agreement" means this Asset Transfer Agreement between the Vendor and the Purchaser and includes all Schedules attached hereto, and all amendments made by written agreement between the Vendor and the Purchaser;
- (b) "Assumed Existing Liabilities" means Assumed Liabilities which are liabilities and obligations existing and not contingent at the Effective Time and which are payable at or have accrued at or prior to the Effective Time;
- (c) "Assumed Liabilities" means all liabilities and obligations of the Vendor, other than Excluded Liabilities, to the extent related to the Purchased Business including, but not limited to, (a) all leases, contracts and commitments of the Vendor with respect to the Purchased Business, (b) all liabilities and warranty

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obligations with respect to products of the Purchased Business, whether manufactured or sold prior to or on the Effective Date, (c) all Environmental Liabilities, and (d) any obligations or liabilities for taxes, duties or audit assessments (including, but not limited to, interest and penalties) of whatever nature or kind payable by or in respect of the Purchased Business;

- (d) "AT Canada" means the division of the Vendor heretofore carrying on the Purchased Business;
- (e) "Claims" includes all losses, damages, judgements, awards, fines, penalties, audit assessments, interest, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), claims and demands of whatever nature or kind, plus all legal fees, consulting costs, disbursements, G.S.T., administrative costs and other expenses incurred with respect to such Claims;
- (f) "Effective Date" means January 1, 2001 or such other date as may be agreed to in writing between the parties;
- (g) "Effective Time" means 12:01 a.m. on the Effective Date;
- (h) "Eligible Property" means eligible property within the meaning of subsection 85(1.1) of the Tax Act, in respect of which an election has been or will be made as provided in Section 2.07(a) of the Agreement;
- (i) "Environmental Liabilities" means all current and future liabilities, obligations and responsibilities of the Vendor, whether known, unknown, accrued, actual, contingent, latent or otherwise, related in any way to environmental matters, conditions or circumstances at, on, in, under, emanating from, affecting or related to the Transferred Assets or the Purchased Business;
- (j) "Excluded Liabilities" means the following liabilities and obligations of the Vendor:
 - (i) all liabilities in respect of income or capital taxes, except those taxes described in Section 4.02(f);
 - (ii) all liabilities relating to employees and former employees of the Purchased Business accruing before the Effective Time, save and except those liabilities assumed by the Purchaser pursuant to the Pension and Benefit Plan Assignment and Assumption Agreement; and
 - (iii) all loans from affiliated corporations;
- (k) "Intellectual Property" has the meaning set forth in Section 2.01(h);

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- (l) **"Owned Real Properties"** means those real properties heretofore owned by the Vendor and described in Schedule B;
- (m) **"Pension and Benefit Plan Assignment and Assumption Agreement"** means the agreement of even date herewith providing for the assignment by the Vendor and assumption by the Purchaser of certain pension and benefit obligations;
- (n) **"Purchase Price"** has the meaning set forth in Section 2.02 of the Agreement;
- (o) **"Purchased Business"** means the business of manufacturing for, and providing services to, the automotive industry at present and heretofore carried on by the Vendor at places of business located in London, Chatham, Tilbury and Windsor, Ontario;
- (p) **"Shared Services Agreements"** means the two agreements to be entered into effective as of the date hereof, each between the Vendor and the Purchaser, governing the provision of certain administrative services by the Vendor and the Purchaser to each other;
- (q) **"Shares"** has the meaning attributed in Section 2.03(b) of the Agreement;
- (r) **"Tax Act"** means the *Income Tax Act* (Canada) and the Regulations promulgated thereunder; and
- (s) **"Transferred Assets"** has the meaning set forth in Section 2.01.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of, and Schedules to, this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number only will include the plural and vice versa, and words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. The term "including" means "including without limiting the generality of the foregoing."

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1.04 Currency

All references to currency herein are to lawful money of Canada.

1.05 Schedules

The following schedules annexed hereto are incorporated by reference and deemed to be part hereof:

- Schedule A - Balance Sheet
- Schedule B - Owned Real Properties

ARTICLE 2 - SALE AND PURCHASE

2.01 Purchase and Sale

As of and with effect from the Effective Time, the Vendor hereby sells, transfers, assigns and conveys to the Purchaser and the Purchaser hereby purchases and acquires from the Vendor the following assets used in connection with the Purchased Business, save and except for any assets whose use is governed by the Shared Services Agreement pursuant to which the Vendor provides services to the Purchaser and legal title to the Owned Real Properties (collectively, the "Transferred Assets"):

- (a) all beneficial interest in and to the Owned Real Properties and buildings located thereon, including all structures, erections, improvements, appurtenances and fixtures situate on or forming part of the land;
- (b) all leases of real property, including without limitation leases in which the Vendor is landlord and leases in which Vendor is tenant;
- (c) all fixed assets including, but not limited to, machinery and equipment and all vehicles, tools, spare parts, handling equipment, furniture, furnishings, computer hardware and peripheral equipment, supplies and accessories and leases of machinery and equipment in which the Vendor is lessee;
- (d) all inventories including all finished goods, work in progress, raw materials, manufacturing supplies and packaging materials;
- (e) all pre-paid expenses and deposits;
- (f) all contracts or commitments including:
 - (i) customer contracts and unfilled orders received by the Vendor including any customer deposits related thereto;

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- (ii) forward commitments to the Vendor for supplies or materials entered into in the usual and ordinary course of the Purchased Business whether or not there are any written contracts with respect thereto; and
- (iii) any consulting agreements and agreements with independent contractors relating to services for, or supplies and materials whether or not there are any written contracts with respect thereto;
- (g) all licences, registrations, permits and quotas required to carry on the Purchased Business in its usual and ordinary course;
- (h) intellectual property of whatever nature and kind used exclusively in the Purchased Business, including all domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, know-how and manuals (collectively, the "Intellectual Property") owned by the Vendor and belonging to or rightfully used in the Purchased Business and all Intellectual Property not owned by the Vendor but belonging to or rightfully used in the Purchased Business, including the right to use the Intellectual Property;
- (i) all of the accounts receivable;
- (j) the goodwill of the Purchased Business, including:
 - (i) the exclusive right to the Purchaser to represent itself as carrying on the Purchased Business in continuation of and in succession to the Vendor; and
 - (ii) all records of sales, customer lists and supplier lists;
- (k) all personnel records, inspection records and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the Purchased Business, the Transferred Assets and those employees who are, pursuant to the provisions of this Agreement, to be employed by the Purchaser as are in the possession or under the control of the Vendor; and
- (l) all of the right, title, benefit and interest of the Vendor in and to the undertaking and all of the assets of the Purchased Business of every kind and description and wheresoever situate not described above.

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2.02 Purchase Price

The purchase price (the "**Purchase Price**") for the Transferred Assets shall be equal to the aggregate of the fair market value of the Transferred Assets as of the close of business on the day before the Effective Date.

2.03 Payment or Satisfaction of Purchase Price

In payment for or otherwise in complete satisfaction of the Purchase Price, the Purchaser hereby:

- (a) as to an amount of the Purchase Price equal to the amount of the Assumed Existing Liabilities, assumes, and agrees to fulfil, perform, fully indemnify and save completely harmless the Vendor from, the Assumed Existing Liabilities; and
- (b) as to the balance of the Purchase Price, allots and issues to the Vendor ninety-nine (99) common shares (the "**Shares**") in the capital of the Purchaser.

2.04 Allocation of Purchase Price, Assumed Existing Liabilities and Shares

- (a) The Purchase Price shall be allocated among each of the Transferred Assets as to an amount equal to the fair market value of each of the Transferred Assets.
- (b) The Assumed Existing Liabilities assumed by the Purchaser in partial satisfaction of the Purchase Price shall be allocated as follows:
 - (i) first, pro rata to each of the Transferred Assets which is an Eligible Property, to the extent of the amount agreed to by the Vendor and the Purchaser in their joint election under subsection 85(1) of the Tax Act, in respect of the transfer of the particular property as described in Section 2.07 hereof; and
 - (ii) second, the balance (if any), to each of the Transferred Assets which is not an Eligible Property, pro rata based on the fair market value of each such property but in no event shall the amount so allocated to a particular property exceed the fair market value of the property.
- (c) The Shares issued to the Vendor in satisfaction of the balance of the Purchase Price shall be allocated to each of the Transferred Assets to the extent that the fair market value of the particular property exceeds the amount of the Assumed Existing Liabilities allocated to the particular property as set out above.

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2.05 Assumption of Assumed Liabilities

The Purchaser hereby assumes, and agrees to duly and fully perform, satisfy, pay and discharge, the Assumed Liabilities.

2.06 Substitution and Subrogation

The conveyance of the Transferred Assets to the Purchaser, its successors and permitted assigns, hereunder is with full rights of substitution and subrogation of the Purchaser, its successors and permitted assigns, to the extent possible, in and to all covenants and warranties by others heretofore given or made in respect of the Transferred Assets or any part thereof.

2.07 Tax Elections

- (a) The Vendor and the Purchaser will jointly elect under subsection 85(1) of the Tax Act, in prescribed form and within the time provided, with respect to the transfer of each of the Transferred Assets which is an eligible property within the meaning of subsection 85(1.1) of the Tax Act and in respect of which the Vendor and the Purchaser agree to make such election, and the agreed amount for the purposes of paragraph 85(1)(a) of the Tax Act in respect of each such property will be the amount specified by the Vendor. In addition, the Vendor and the Purchaser agree, with respect to such Transferred Assets, to jointly make, execute and file, in prescribed form and within the time provided, with the appropriate taxation authorities any similar elections required under the applicable provisions of the *Corporations Tax Act* (Ontario) and any other applicable provincial legislation.
- (b) The Vendor and the Purchaser agree that, in respect of the Transferred Assets, the Vendor is transferring assets (forming part of the Transferred Assets) with a fair market value equal to the fair market value of the obligations of the Vendor to which paragraph 12(1)(a) of the Tax Act apply which are being assumed by the Purchaser (as part of the Assumed Liabilities), and in respect of such transfer by the Vendor to the Purchaser, the Vendor and the Purchaser will jointly elect under subsection 20(24) of the Tax Act, and similar provisions under any applicable provincial income tax legislation, in the prescribed manner and within the time provided, to have the rules in subsection 20(24) of the Tax Act apply.
- (c) The Vendor and the Purchaser will jointly execute an election under section 167(1.1) of the *Excise Tax Act* (Canada) such that goods and services tax will not apply in respect of the sale of the Transferred Assets. The Purchaser will file the election within the time prescribed for so doing under the applicable legislation.

2.08 Provincial Sales Tax and Land Transfer Tax

- (a) The parties confirm that the Purchaser shall be solely responsible for self-assessing and remitting any tax arising under the *Retail Sales Tax Act* (Ontario)

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and/or equivalent provincial legislation in respect of its purchase of the Transferred Assets. The Vendor and the Purchaser agree to co-operate to have the transaction reflected herein exempt from such tax, to the extent possible. If requested, the Purchaser will provide the Vendor with proof that it has complied with the above-nored application.

- (b) The Purchaser shall be responsible for any land transfer taxes payable or security for same in respect of the transfer of any Transferred Assets. Within 30 days following the Effective Date, the Purchaser will file with the Minister of Finance for Ontario the required return, security and undertaking under the *Land Transfer Tax Act* (Ontario) in respect of the transfer of beneficial interest in the Owned Real Properties.

2.09 Amounts Received by the Vendor in Respect of the Transferred Assets

Where any amount in respect of an asset which is included in the Transferred Assets is paid to or received by the Vendor or a successor corporation, the Vendor or such successor shall forthwith (and in any event, within 30 days of the receipt of such amount) remit such amount to the Purchaser.

2.10 Balance Sheet

Within 30 days following the Effective Date, the Vendor will prepare a balance sheet in accordance with United States generally accepted accounting principles showing the status of the assets and liabilities of the Purchaser as at the Effective Time. The balance sheet will be appended as Schedule A to this Agreement and will form a part hereof.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.01 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser that:

- (a) the Vendor has been duly incorporated and organized and is subsisting under the laws of Canada;
- (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action;
- (c) the Vendor is the owner of the Transferred Assets with good and marketable title and has the exclusive right and full power to sell, assign, transfer and deliver the Transferred Assets to the Purchaser and such sale will not contravene, breach or offend against or result in any default under any agreement, indenture, mortgage,

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lease agreement, statute, regulation, order or judgment to which the Vendor is a party or subject or by which the Vendor is bound or affected;

- (d) no person has any agreement, option or any rights capable of becoming an agreement or option for the acquisition from the Vendor of the Transferred Assets;
- (e) the Vendor has not received notice of any suits, actions or other legal proceedings of any sort that are pending or are threatened which would restrain or otherwise prevent, in any manner, the Vendor from effectually and legally transferring the Transferred Assets to the Purchaser, nor has the Vendor received notice of any suits, actions or other legal proceedings, the effect of which would be to cause a lien to attach to the Transferred Assets, to divest title to the Transferred Assets or make the Purchaser or the Vendor liable for damages, that are pending or threatened and the Vendor has no knowledge of any claims which could give rise to such a suit, action or legal proceeding;
- (f) this Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;
- (g) the Vendor is not a non-resident of Canada within the meaning of the Tax Act; and
- (h) the Vendor is a registrant for purposes of the *Excise Tax Act* (Canada) whose registration number is 868220450.

3.02 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser has been duly incorporated and organized and is subsisting under the laws of Canada;
- (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with the terms hereof, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such

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as specific performance and injunction are in the discretion of the court from which they are sought;

- (d) the Purchaser is a taxable Canadian corporation as defined in subsection 89(1) of the Tax Act; and
- (e) the Purchaser is a registrant for purposes of the *Excise Tax Act* (Canada) whose registration number is 888628211.

3.03 Survival

- (a) The representations and warranties of the Vendor and the Purchaser set forth in Sections 3.01 and 3.02 respectively, will survive the completion of the sale and purchase of the Transferred Assets herein provided for and, notwithstanding such completion, will continue in full force and effect for the benefit of the other party for a period of 18 months from the Effective Date.
- (b) The covenants of the Vendor and the Purchaser set forth in this Agreement will survive the completion of the sale and purchase of the Assets herein provided for and, notwithstanding such completion, will continue in full force and effect for the benefit of the other party in accordance with the terms thereof.

ARTICLE 4 - COVENANTS

4.01 Covenants of the Vendor

- (a) Provided written notice is given by the Purchaser to the Vendor within 18 months of the Effective Date, the Vendor will indemnify and save harmless the Purchaser and its directors, officers, employees and agents from and against all Claims, directly or indirectly suffered by the Purchaser, resulting from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.01.
- (b) The Vendor will indemnify and save harmless the Purchaser and its directors, officers, employees and agents from and against all Claims, directly or indirectly suffered by the Purchaser, resulting from any breach of any covenant of the Vendor contained in this Agreement.

4.02 Covenants of Purchaser

- (a) Provided written notice is given by the Vendor to the Purchaser within 18 months of the Effective Date, the Purchaser will indemnify and save harmless the Vendor and its directors, officers, employees and agents from and against all Claims, directly or indirectly suffered by the Vendor resulting from any inaccuracy or misrepresentation in any representation or warranty set forth in Section 3.02.

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- (b) The Purchaser will indemnify and save harmless the Vendor and its directors, officers, employees and agents from and against all Claims, directly or indirectly suffered by the Vendor, resulting from any breach of any covenant of the Purchaser contained in this Agreement.
- (c) The Purchaser will be liable for and will pay all sales and transfer taxes, federal taxes and all other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the Transferred Assets by the Vendor to the Purchaser save and except any taxes that are Excluded Liabilities.
- (d) The Purchaser will indemnify and save harmless the Vendor and its directors, officers, employees and agents from and against all Claims arising on or after the Effective Time relating to the Purchased Business, the Transferred Assets and the Assumed Liabilities.
- (e) The Purchaser will offer to employ on and after the Effective Time all of the employees, including those employees on long-term disability, short-term disability, temporary lay-off, company approved leave of absence, workplace safety and insurance benefits or on pregnancy/parental leave:
 - (i) who are employed by the Vendor in the Purchased Business and are listed on the AT Canada payroll who are not covered by a collective agreement on terms and conditions that are substantially similar in the aggregate to the terms and conditions of employment as are in effect on the day before the Effective Date;
 - (ii) who are employed by the Vendor in the Purchased Business and are listed on the AT Canada payroll who are covered by a collective agreement on the day immediately preceding the Effective Date; and
 - (iii) to the extent that any collective agreement applies to employees of the Vendor employed in the Purchased Business that are listed on the AT Canada payroll, at the Effective Time, the Purchaser will be the successor to the Vendor under the collective agreement pursuant to the provisions of the applicable labour legislation and on and after the Effective Time will be bound by and observe all of the terms, conditions, rights and obligations of the Vendor under the collective agreement to the extent it applies to employees of the Purchased Business;save and except employees whose duties are the subject of the Shared Services Agreement pursuant to which the Vendor provides services to the Purchaser;
- (f) The Purchaser will indemnify and save harmless the Vendor from all liabilities in respect of income taxes arising from scientific research and experimental

development expenditures incurred by the Vendor relating to the Purchased Business.

ARTICLE 5 - GENERAL

5.01 Further Assurances

The parties hereto shall execute such further and other documents as required, cause such meetings to be held, votes cast and resolutions passed to effect the sale to and the purchase by the Purchaser of the Transferred Assets that form the subject matter of this Agreement, and to duly perform and cause to be done and performed such further and other acts and things necessary or desirable in order to give full effect and force to this Agreement and every part thereof.

5.02 Trust

The Vendor shall hold its right, title and interest in any portion of the Transferred Assets which cannot, by law or contract, be properly assigned to the Purchaser, its successors and permitted assigns, in trust for the benefit of the Purchaser and shall, upon the direction of the Purchaser, take such action as is required to ensure that the Purchaser enjoys the full benefit of such Transferred Assets until such Transferred Assets can be properly assigned to the Purchaser in accordance with the provisions of Article 2. The Vendor and the Purchaser covenant and agree that there will be no registration or filing of notice in any public office in respect of the transfer of beneficial interest in any of the Owned Real Properties for a period of not less than 36 months following the Effective Date.

5.03 Notices

Any demand, notice, consent or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by first class mail or by telecopy or other electronic means to each party hereto as follows:

To the Vendor: Siemens Canada Limited
2185 Derry Road West
Mississauga, Ontario
L5N 7A6
Attention: Director, Financial Administration & Controlling
Fax: (905) 819-5749

To the Purchaser 3840620 Canada Inc.
700 Park Avenue
Chatham, Ontario
N7M 5M7

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Attention: President
Fax: (519) 436-3666

or to such other address or telecopy number as such party may from time to time notify the other in accordance with this Section 5.03. Any such demand, notice, consent or communication made or given (i) by personal delivery shall be deemed to have been given on the day of actual delivery, (ii) by mail shall be deemed to have been given five business days after deposit thereof in the Canadian mails, and (iii) by telecopy or other electronic means shall be deemed to have been given on the business day following transmittal thereof.

5.04 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

5.05 Time of Essence

Time is of the essence of this Agreement.

5.06 Entire Agreement

This Agreement, together with the Pension and Benefit Plan Assignment and Assumption Agreement and the Shared Services Agreements, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties hereto other than as expressly set forth in this Agreement and the Pension and Benefit Plan Assignment and Assumption Agreement and the Shared Services Agreements.

5.07 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

5.08 Governing Law

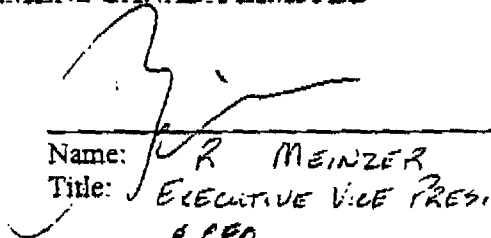
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.09 Counterparts

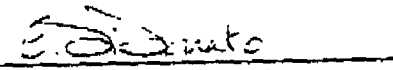
This Agreement may be executed in one or more counterparts, each of which shall constitute an original, all of which together shall be but a single document. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIEMENS CANADA LIMITED

By: 
Name: R MEINZER
Title: EXECUTIVE VICE PRESIDENT
A CFO

3840620 CANADA INC.

Per: 
Name: ELIZABETH D. DONATO
Title: DIRECTOR

DEC-27-00 12:23 PM

FAX NO. 5184503658


F. 02
P. 06

5.09 Counterparts

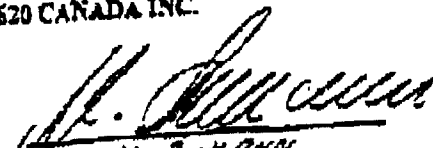
This Agreement may be executed in one or more counterparts, each of which shall constitute an original, all of which together shall be but a single document. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIEMENS CANADA LIMITED

By: 
Name: D.A. MARINGER
Title: PRESIDENT & CEO

3840620 CANADA INC.

Per: 
Name: M. AIKMAN
Title: VP FINANCE

McCarthy Thread: TDD-CORP #6822630 / 4. 8

REC'D MAIL ROOM

15195477187 65.00 8661/01/00

5.09 Counterparts

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IN WITNESS WHEREOF the parties have executed this Agreement.


SIEMENS CANADA LIMITED

By:

Name: DA A MARINGER
Title: PRESIDENT & CEO

3840620 CANADA INC.

Per:



Name: M. AXMANN
Title: VP FINANCE

SCHEDULE A
BALANCE SHEET

McCarthy Tetrault TDO-CORP #6822630 / v 8

SCHEDULE B**OWNED REAL PROPERTIES**

1. 700 Park Avenue East, Chatham, Ontario, legally described as:

Part of Lots 10, 11, 12, Block D, and Access Road, Plan 610, City of Chatham, County of Kent, and part of Lot 4, Concession 2, River Thames Survey, Township of Harwich, County of Kent, designated as Parts 1, 9, 10 and 12 on Plan 24R-4695, being all of PIN 00889-0257 (R).

2. 1020-1030 Adelaide Street South, and lands for parking on the west side of Adelaide Street South, London, Ontario, legally described as:

Firstly: Part of Lot 22, Concession 2, designated as Parts 2, 3 and 6 on Plan 33R-8148, City of London, County of Middlesex, being all of PIN 08485-0084 (LT).

Secondly: Part of Lot 22, Concession 2, designated as Part 5 on Plan 33R-8148, City of London, County of Middlesex, being all of PIN 08485-0074 (LT).

3. 16 Industrial Park Road, Tilbury, legally described as:

Part of Lots 15 and 16, Concession 4 (Tilbury East), designated as Parts 2, 4 and 6 on Plan 24R-3477, and Parts 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 30 and 31 on Plan 24R-2441, Town of Tilbury, County of Kent, being all of PIN 00809-0017 (LT).

4. 2775 St. Etienne Boulevard, Windsor, legally described as:

Part of Lots 97, 98 and 99, (McNiff's Survey), Concession 3, City of Windsor, County of Essex, designated as Parts 1 and 2 on Plan 12R-10793.

McCarthy Tétrault TDO-RED #8113337 / v 4