

Attorney Docket No.: S00031/20007 DRW

Form PTO-1594 (Rev.03/01) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  
 OMB No.0651-0027 (exp. 5/31/2002)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

|  |  |
|--|--|
| <p>1. Name of conveying party(ies)<br/>                 Amcor Twinpak – North America Inc.</p> <p>Corporation of: Quebec</p> <p>Additional name(s) of conveying party(ies) attached?<br/>                 NO</p> | <p>2. Name and address of receiving party(ies):<br/>                 Name: Amcor Specialty Packaging Americas Inc.<br/>                 Internal Address:<br/>                 Street Address: 1255 Trans-Canada Highway Suite 210<br/>                 Dorval, Quebec H9P 2V4<br/>                 Corporation of: Canada</p> <p>Additional name(s) &amp; address(es) attached?<br/>                 NO</p> |
| <p>3. Nature of conveyance:<br/>                 Assignment</p> <p>Execution Date: December 31, 2001</p>   |  |


4. Application number(s) or Registration number(s):

|                                   |   |
|-----------------------------------|---|
| A. Trademark Application No(s):   | B. Trademark Registration No(s):<br>2060301 |
| Additional number(s) attached? NO |   |

|  |   |
|--|---|
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Douglas R. Wolf<br>Wolf, Greenfield & Sacks, P.C.<br>Federal Reserve Plaza<br>600 Atlantic Avenue<br>Boston, MA 02210 | 6. Total number of applications and registrations involved: 1   |
|  | 7. Total fee (37 CFR 3.41) \$40.00  |
|  | 8. Deposit account number: 23/2825<br>The Commissioner is authorized to charge the fee to the account of the undersigned. |

**DO NOT USE THIS SPACE**

9. Signature

|                        |   |              |
|------------------------|---|--------------|
| Douglas R. Wolf        |  | May 13, 2003 |
| Name of Person Signing |   | Signature    |

Total number of pages including cover sheet, attachments, and document: 24

Fax documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 703-306-5995

**AMCOR TWINPAK - NORTH AMERICA INC.**

**- and -**

**AMCOR SPECIALTY PACKAGING AMERICAS INC.**

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**SPECIALTY PACKAGING DIVISION**

**TRANSFER AGREEMENT**

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**December 31, 2001**

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**AMCOR TWINPAK - NORTH AMERICA INC.  
SPECIALTY PACKAGING DIVISION**

**TRANSFER AGREEMENT**

**THIS AGREEMENT** made as of the 31<sup>st</sup> day of December, 2001.

**BETWEEN:**

**AMCOR TWINPAK - NORTH AMERICA INC.**, a corporation  
incorporated under the laws of Quebec,

(hereinafter called the "Vendor")

- and -

**AMCOR SPECIALTY PACKAGING AMERICAS INC.**, a  
corporation incorporated under the laws of Canada

(hereinafter called the "Purchaser")

**WHEREAS** the Vendor desires to sell, transfer and assign, and the Purchaser desires to purchase and accept assignments of, certain of the property and assets of the Vendor's specialty packaging division on the terms and subject to the conditions hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the sum of one dollar (\$1.00) of lawful money of Canada now paid by the Purchaser to the Vendor and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties have agreed and do hereby agree with each other as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions.** Where used in this Agreement, unless the context or subject matter otherwise requires, the following words and phrases will have the meanings set forth below:

**"Agreement"** means this agreement and any instrument supplemental hereto or in amendment or confirmation hereof.

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**"Assumed Intercompany Debt"** means \$14,534,246 principal amount of the Intercompany Debt which shall be assumed by the Purchaser as partial consideration for the transfer of the Purchased Assets to the Purchaser.

**"Assumed Liabilities"** means all liabilities, accounts payable, trade payables and accrued liabilities of the Vendor (whether or not to affiliates of the Vendor) to the extent they relate to the Transferred Division, including the Assumed Intercompany Debt.

**"Assumption Agreement"** means the assumption agreement among the Purchaser, the Vendor and Amcor Packaging (Canada) Inc. of even date herewith.

**"Contract"** means any agreement, contract, lease, agreement to lease, sublease, occupancy agreement (including easements, servitudes and similar rights), permit, approval, license, quota, obligation, right (including any license, permit, approval, quota or other authorization granted by any governmental body or authority), commitment, deed, indenture or instrument, whether written or oral.

**"Encumbrance"** means a mortgage, lien, charge, pledge, security interest or other type of encumbrance.

**"Excluded Assets"** means all right, title and interest of the Vendor in and to:

- (a) cash;
- (b) all shares held by the Vendor in the Purchaser;
- (c) all shares held by the Vendor in Bericap Inc., an Alberta corporation; and
- (d) all property, assets and rights of every kind and description wheresoever that are unrelated to the Transferred Division including without limitation, the trademarks "Twinpak" (TMA 168386) and TP Design (TMA 391193).

**"Fair Market Value"** means fair market value at the Time of Transfer.

**"Intercompany Debt"** means the existing \$100 million debt owed by the Vendor to Amcor Packaging (Canada) Inc. evidenced by a promissory note dated December 12, 2001.

**"Licenses"** means all licenses, permits, filings, authorizations, approvals or indicia of authority related to the Transferred Division or necessary for the conduct of the business of the Transferred Division.

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**"Parties"** means the Purchaser and the Vendor, and their respective successors and permitted assigns; and **"Party"** means either of the Parties.

**"Person"** means an individual, a partnership, a corporation, a government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual; and words importing **"Person"** have similar meanings.

**"Purchased Assets"** shall have the meaning ascribed thereto in Section 2.1 hereof.

**"Purchaser"** means Amcor Specialty Packaging Americas Inc., a corporation incorporated under the laws of Canada.

**"Purchaser's Shares"** means common shares in the capital of the Purchaser.

**"Real Property Leases"** shall have the meaning ascribed thereto in Section 2.1(d) hereof.

**"SP Division Books and Records"** means all documents, files, records and other data and information of the Vendor relating solely and exclusively to the Transferred Division.

**"SP Division Contracts"** means any and all Contracts relating to the Transferred Division as at the Time of Transfer, including, without limitation, the Real Property Leases.

**"subsidiary"** and **"affiliate"** have the meaning set forth in the *Canada Business Corporations Act*.

**"Tax"** means any tax, duty, excise, fee, impost, assessment, deduction, charge or withholding including federal and provincial sales tax, land transfer tax and other provincial and federal taxes, and all liabilities with respect thereto, including without limitation any penalty and interest payable with respect thereto, levied, imposed or assessed from time to time upon or in respect of income, profits or assets of any nature or kind by any governmental authority.

**"Tax Act"** means the *Income Tax Act (Canada)* as amended from time to time.

**"Tax Value"** of any property included in the Purchased Assets means

- (i) with respect to depreciable property of a prescribed class for the purposes of the Tax Act, the least of
  - (A) the Fair Market Value of the property;

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- (B) the Vendor's cost of the property for the purposes of the Tax Act;
  - and
  - (C) the "undepreciated capital cost" to the Vendor of all property of that class for the purposes of the Tax Act at the Time of Transfer;
- (ii) with respect to inventory or capital property (other than property referred to in (i)), the lesser of
    - (A) the "cost amount" to the Vendor of the property for the purposes of the Tax Act at the Time of Transfer; and
    - (B) the Fair Market Value of the property;
  - (iii) with respect to "eligible capital property" in respect of a business of the Vendor for the purposes of the Tax Act, the least of
    - (A) four-thirds of the Vendor's "cumulative eligible capital" in respect of the business for the purposes of the Tax Act immediately before the Time of Transfer;
    - (B) the cost to the Vendor of the property; and
    - (C) the Fair Market Value of the property;
  - and
  - (iv) with respect to any other property, the "cost amount" of the property to the Vendor, as defined in the Tax Act, at the time of Transfer.

"Time of Transfer" means 11:59 p.m. (Toronto time) on December 31, 2001.

"Transferred Division" means specialty packaging division of the Vendor and the property, assets and rights relating thereto, other than the Excluded Assets.

"Vendor" means Amcor Twinpak - North America Inc., a corporation incorporated under the laws of Quebec.

**1.2 Currency.** All sums of money which are referred to in this Agreement are, unless the context or subject matter otherwise permits, expressed in lawful money of Canada.



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**1.3 Division of Agreement.** The division of this Agreement into articles, sections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion thereof and include any agreement or instrument supplementary or ancillary hereto.

**1.4 Number and Gender.** Words importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders.

**1.5 Schedules.** The following are the Schedules attached to and forming part of this Agreement:

- Schedule "A" - Real Property Leases
- Schedule "B" - Trade-marks and Trade Names

## ARTICLE 2 PURCHASE AND SALE OF TRANSFERRED DIVISION

**2.1 Purchase and Sale.** Subject to the terms and provisions hereof, the Vendor hereby sells, transfers, assigns and conveys to the Purchaser, and the Purchaser hereby purchases from and accepts assignment of the Vendor, on and as at the Time of Transfer, as a going concern, the undertaking and all the rights, property and assets (save and except for the Excluded Assets) of every kind and description wheresoever situate and used solely and exclusively in connection with the Transferred Division (collectively referred to as the "Purchased Assets"), including without limitation:

- (a) accounts receivable;
- (b) inventory;
- (c) deposits and the benefit of prepaid expenses;
- (d) all right, title and interest of the Vendor in and to all leases of real property (the "Real Property Leases") relating to the Transferred Division listed on Schedule "A" hereto;
- (e) all right, title and interest of the Vendor in and to all Licenses;
- (f) all right, title and interest of the Vendor in and to all leases relating to vehicles, computer equipment, machinery and equipment, furniture and fixtures;
- (g) SP Books and Records;

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- (h) all right, title, property, benefit and interests in and to trade-marks, trade names, designs, logos, identifying indices, service marks, patents, pending patent applications, copyrights, licences, industrial designs, know-how, marketing concepts and other industrial or intellectual property and other intangible property of or pertaining to the Transferred Division, including without limitation, the trade-marks and trade names listed on Schedule "B" hereto;
- (i) all right, title and interest of the Vendor in and to the SP Division Contracts;
- (j) the full benefit of the goodwill of or pertaining to the Transferred Division, including the documents relevant thereto, such as customer lists; and
- (k) subject to the aforementioned exclusion of the Excluded Assets, all other property, assets and rights of every kind and description wheresoever situate and used solely and exclusively in connection with the Transferred Division on and as at Time of Transfer.

**2.2 Excluded Assets.** For greater certainty, the Excluded Assets are hereby explicitly excluded from the purchase and sale contemplated in this Agreement, whether or not they form part of the property and assets of the Transferred Division.

**2.3 Assumed Liabilities and SP Division Contracts.** As and from the Time of Transfer, the Purchaser hereby assumes and covenants to pay or otherwise perform and discharge, the Assumed Liabilities, SP Division Contracts and all other liabilities, contingent or otherwise relating to the business and undertaking carried on by the Vendor through the Transferred Division.

**2.4 Adjustment of Utilities Charges.** Except to the extent taken into account as part of the Purchased Assets or Assumed Liabilities, insurance premiums, realty taxes, local improvements, water and hydro rates, cost of fuel, common area maintenance charges and similar items in respect of the Purchased Assets shall be apportioned and adjusted between the parties as of the Time of Transfer and any appropriate adjusting payment shall be dealt with by a cash payment between the relevant Parties.

**ARTICLE 3  
PURCHASE PRICE**

**3.1 Consideration for Purchased Assets.** The consideration payable by the Purchaser for the Purchased Assets shall be the Fair Market Value thereof at the Time of Transfer (the "Purchase Price") and shall be paid and satisfied by the Purchaser as follows:

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- (a) as to the amount of the Assumed Liabilities at the Time of Transfer, by the assumption by the Purchaser of the Assumed Liabilities at the Time of Transfer; and
- (b) as to the balance of the Purchase Price, by the issuance, allotment and delivery by the Purchaser to the Vendor at the Time of Transfer of 10,000 Purchaser's Shares.

**3.2 Price Adjustment.** The Parties hereto acknowledge that it is their intention that the Purchase Price for the Purchased Assets be an amount equal to the Fair Market Value thereof, with the intention that no benefit be conferred on any Party hereto or any other Person, and that such amount is based on the Parties' best estimate of the Fair Market Value. The Vendor and the Purchaser agree that should the Canada Customs and Revenue Agency or any other relevant taxing authority determine or propose to assess or reassess either or both Parties on the basis that the Purchase Price for the Purchased Assets is not equal to the Fair Market Value thereof, subject to each of the Parties exhausting or waiving its rights to objection to or appeal from any assessment or reassessment by such taxing authority, the Purchase Price for the Purchased Assets shall be increased or decreased to equal the Fair Market Value thereof at the Time of Transfer, determined by agreement with such taxing authority or by a final and binding decision of a court. Any adjustment required hereunder shall be effective as of the date hereof.

**3.3 Allocation of Consideration.** The Purchase Price shall be allocated among the properties included in the Purchased Assets in accordance with their Fair Market Values. The Fair Market Value of the consideration received by the Vendor for each of the properties included in the Purchased Assets (other than the Purchaser's Shares) shall not exceed the Tax Value of such property except with respect to such properties included in the Purchased Assets which are not "eligible property" as defined in subsection 85(1.1) of the Tax Act or which constitute inventory, receivables or prepaid expenses.

**3.4 Section 22 Election.** The Parties agree to elect jointly in prescribed form pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable provincial income tax legislation and on a timely basis with respect to accounts receivable transferred pursuant to Section 2.1.

**3.5 Subsection 20(24) Election.** The Vendor and the Purchaser acknowledge that the Purchaser has agreed to assume the Assumed Liabilities. To the extent that the Vendor has received a deposit, prepayment or similar amount in respect of services not rendered or goods not delivered, or any other amount described in paragraph 12(1)(a) of the Tax Act or any analogous provision in provincial income tax legislation, Purchased Assets having a Fair Market Value equal to such amounts are hereby transferred to the Purchaser as payment for the Purchaser's agreement to assume the obligations in respect of such deposits, prepayments or other amounts, and the Vendor and the Purchaser agree to file an election pursuant to subsection 20(24) of

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the Tax Act and the corresponding provisions of any relevant provincial income tax legislation, within the prescribed time periods.

**3.6 Section 85 Election.** The Parties agree to make and file joint elections pursuant to the provisions of subsection 85(1) of the Tax Act and analogous provisions of any provincial legislation in respect of all the property included in the Purchased Assets which are "eligible property" as defined in subsection 85(1.1) of the Tax Act (other than inventory, receivables and prepaid expenses), in prescribed form and within prescribed time limits, specifying such "agreed amounts" in respect of such Purchased Assets as will result in the disposition of such Purchased Assets on a tax-deferred basis to the Vendor. If an agreed amount specified in an initial election filed by the Parties is greater than the agreed amount which would result in a disposition of such property on a tax-deferred basis to the Vendor, then at the Vendor's request, the Parties shall apply to the Minister of National Revenue or other taxing authority having jurisdiction for permission to amend such election to comply with this section.

**3.7 GST Election.** The Vendor and the Purchaser shall jointly execute on or before the Time of Transfer, and the Purchaser shall file with the Canada Customs and Revenue Agency within the prescribed time and in the prescribed form, an election pursuant to Section 167 of the *Excise Tax Act* (Canada) and analogous provisions of any provincial legislation to permit the Purchased Assets to be conveyed to the Purchaser without goods and services tax (or the provincial equivalent) being levied in respect thereof. Each of the Vendor and the Purchaser hereby confirms that it is registered under subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) and the corresponding provisions of any applicable provincial legislation.

**3.8 Transfer Taxes.** The Purchaser shall be liable for and shall pay all federal and provincial sales Taxes, goods and services taxes, land transfer taxes and all other transfer Taxes, duties or other like charges properly payable upon, arising out of or in connection with the transactions contemplated by this Agreement, including without limitation, in connection with the sale, conveyance, assignment and transfer of the Purchased Assets to the Purchaser, save and except any income or corporation taxes payable by the Vendor. Such amounts on account of Taxes for which the Purchaser is liable hereunder shall be paid by the Purchaser to the appropriate governmental authority or the Purchaser shall reimburse the Vendor for its payment of such Taxes. Where such Taxes are to be paid by the Purchaser to a governmental authority, the Purchaser shall on request by the Vendor provide satisfactory evidence to the Vendor of such payments or exemption from the payment of such Taxes.

**3.9 Stated Capital.** Pursuant to subsection 26(3) of the *Canada Business Corporations Act*, the amount to be added to the stated capital account maintained by the Purchaser in respect of the Purchaser's Shares shall be equal to the amount by which (a) the sum of (i) the aggregate of all amounts each of which is the "agreed amount" in a subsection 85(1) election filed in respect of the purchase of the Purchased Assets and (ii) the Fair Market Value of the properties included in the Purchased Assets that are not "eligible property" within the meaning of subsection 85(1.1) of the *Tax Act* or

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are inventory, receivables or prepaid expenses, exceeds (b) the amount of the Assumed Liabilities.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and the purchase by the Purchaser of the Purchased Assets:

**4.1 Corporate Status of the Vendor.** The Vendor is a corporation validly subsisting under the laws of Quebec and has the corporate power and capacity to own its property and to carry on the business now being conducted by it and to carry out the transactions contemplated hereby.

**4.2 Sale Permitted by Charter.** The execution and delivery by the Vendor of, and the performance of its obligations under, this Agreement and the completion by the Vendor of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the articles or by-laws of the Vendor.

**4.3 Sale Permitted by Laws.** The execution and delivery by the Vendor of, and the performance of its obligations under, this Agreement and the completion by the Vendor of the transactions contemplated hereby will not result in the violation of any law or regulation of Canada or of any province thereof or any order or decree of any court or tribunal to which the Vendor is subject.

**4.4 Agreement Binding on the Vendor.** This Agreement has been duly authorized, executed and delivered by the Vendor and is a valid and binding obligation of the Vendor enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other laws of general application affecting the rights of creditors and the availability of equitable remedies such as specific performance and injunction which are only available in the discretion of the court from which they are sought.

**4.5 Vendor Not a Non-Resident.** The Vendor is not a non-resident of Canada for the purposes of the *Tax Act* and the *Taxation Act* (Quebec).

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## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying upon such representations and warranties in connection with the entering into of this Agreement and the sale by the Vendor of the Purchased Assets:

**5.1 Corporate Status.** The Purchaser is a corporation validly subsisting under the laws of Canada and has the corporate power and capacity to own its property and to carry out the transactions contemplated hereby.

**5.2 Purchase Permitted by Charter.** The execution and delivery by the Purchaser of, and the performance of its obligations under, this Agreement and the completion by the Purchaser of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the articles or by-laws of the Purchaser.

**5.3 Purchase Permitted by Laws.** The execution and delivery by the Purchaser of, and the performance of its obligations under, this Agreement and the completion by the Purchaser of the transactions contemplated hereby will not result in the violation of any law or regulation of Canada or of any province thereof or any order or decree of any court or tribunal to which the Purchaser is subject.

**5.4 Agreement Binding on the Purchaser.** This Agreement has been duly authorized, executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other laws of general application affecting the rights of creditors and the availability of equitable remedies such as specific performance and injunction which are only available in the discretion of the court from which they are sought.

## ARTICLE 6 SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

**6.1 Survival of the Vendor's Representations, Warranties and Covenants.**

(1) The representations and warranties of the Vendor contained in this Agreement shall survive the Time of Transfer and, notwithstanding the transfer of the Purchased Assets to the Purchaser, shall continue in full force and effect for the benefit of the Purchaser for a period of two (2) years from the Time of Transfer.

(2) The covenants of the Vendor contained in this Agreement shall survive the completion of the sale and purchase of the Purchased Assets herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchaser in accordance with the terms thereof.

**6.2 Survival of the Purchaser's Representations, Warranties and Covenants.**

(1) The representations and warranties of the Purchaser contained in this Agreement shall survive the Time of Transfer and, notwithstanding the transfer of the Purchased Assets to the Purchaser, shall continue in full force and effect for the benefit of the Vendor for a period of two (2) years from the Time of Transfer.

(2) The covenants of the Purchaser contained in this Agreement shall survive the completion of the sale and purchase of the Purchased Assets herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Vendor in accordance with the terms thereof.

**6.3 Indemnity.** The Vendor and the Purchaser each covenant and agree to indemnify and save harmless the other from and against any loss whatsoever suffered by the other, directly or indirectly, as a result of or arising out of any breach of representation, warranty or covenant of the other contained in this Agreement, and all claims, demands, costs and expenses in respect of the foregoing.

**ARTICLE 7  
CERTAIN COVENANTS OF THE PARTIES**

**7.1 Real Property Leases.** The Purchaser covenants and agrees with the Vendor to use commercially reasonable efforts at no cost or expense (other than nominal out-of-pocket expenses) after the Time of Transfer to obtain releases from the relevant landlords in favour of the Vendor in respect of its obligations under the Real Property Leases. Prior to any renewal of any of the Real Property Leases (whether by notice, automatically or otherwise) or the extension of the term thereof, the Purchaser shall use its best efforts to obtain a release from the relevant landlord in favour of the Vendor with respect to their obligations under the Real Property Lease as so renewed or extended.

**7.2 Non-Assignment of Contracts.** Notwithstanding any other term or provision of this Agreement to the contrary, nothing in this Agreement or any document delivered pursuant hereto shall be construed as an attempt to transfer, convey or assign (a) any Contract, including without limitation, any lease, which, as a matter of law, is non-assignable without the consent of the other party or parties thereto unless such consent shall have been given or a court of competent jurisdiction shall declare that such consent should have been given or, (b) any Contract or claim as to which all of the remedies for the enforcement thereof enjoyed by the Vendor would not, as a matter of law, pass to the Purchaser as an incident of the transfers to be made under this

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Agreement. The Purchaser agrees to use reasonable efforts to procure all third party consents required in connection with the assignment to the Purchaser of SP Division Contracts intended to be included in the Purchased Assets. To the extent to which the Purchaser is unable to obtain any of such required third party consents, the Vendor agrees to hold the benefit of such Contracts as agent on behalf of the Purchaser and all benefits derived thereunder shall be for the account of the Purchaser and the Vendor shall take or cause to be taken such action in its name or otherwise as the Purchaser may reasonably require so as to provide the Purchaser the benefit and value of such Contracts and to effect the collection of money to become due and payable by the other party thereto and the Vendor shall promptly pay over to the Purchaser all money received in respect of all of the foregoing, it being understood that at such time as a consent to the assignment thereof has been obtained, the said Contract shall be automatically assigned to the Purchaser. The Purchaser shall save the Vendor harmless from any claim or liability under or in respect of such Contracts.

**7.3 Bulk Sales.** The Vendor has specifically requested the Purchaser to waive the requirements of the provisions of the *Bulk Sales Act* (Ontario) and similar legislation of the other provinces of Canada. The Purchaser hereby waives such requirements on the understanding that the Vendor agrees to indemnify and hold the Purchaser harmless from and against any and all losses, costs or expenses which may be suffered or incurred by the Purchaser in connection with the transactions contemplated in this Agreement as a result of the non-compliance with such legislation.

**7.4 Employees.** The Purchaser covenants and agrees with the Vendor that it will on, as of and from the Time of Transfer offer employment to all employees employed in connection with the Transferred Division at the Time of Transfer on terms and conditions of employment which shall be no less favourable than the terms and conditions of their employment existing at the Time of Transfer and to recognize all of their previous work history with the Vendor (or any predecessor thereof) for all purposes related to their employment.

**7.5 Transferred Division Arrangements for Employees.** Effective immediately after the Time of Transfer, the employees of the Transferred Division shall cease to be covered by the employee benefit plans including without limitation any pension, retirement, health, welfare or similar plans maintained for such employees by the Vendor. Effective immediately after the Time of Transfer, such employees shall commence participation in employment benefit plans to be provided by Amcor Packaging (Canada) Inc. for all employees of the Amcor group of Canadian companies.



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**7.6 Books and Records.** The Purchaser agrees that it will preserve the SP Division Books and Records so delivered to it for such period as is required by any applicable law, and will permit the Vendor or its authorized representative(s) reasonable access thereto and the Purchaser shall not destroy any of such SP Division Books and Records either before or after such period without giving the Vendor an opportunity to recover such SP Division Books and Records, but the Purchaser shall not be responsible or liable to the Vendor as a result of any accident, loss or destruction of or damage to any such Vendor's Books and Records.

**7.7 Litigation.** As and from the Time of Transfer, the Purchaser hereby assumes all actions, suits or proceedings of any nature whatsoever, at law or in equity, relating to the business and undertaking carried on by the Vendor through the Transferred Division and the Purchaser agrees to indemnify and save fully harmless the Vendor from and against any and all losses, claims, demands, liabilities, costs and expenses whatsoever suffered by the Vendor, directly or indirectly, as a result of or arising out of all actions, suits or proceedings.

#### **ARTICLE 8 COMPLETION ARRANGEMENTS**

**8.1 Closing Deliveries of the Vendor.** In connection with the transfer of the Purchased Assets to the Purchaser:

- (a) the Vendor shall deliver to the Purchaser all necessary deeds, conveyances, bills of sale, assurances, transfers, assignments and any other documents necessary or reasonably required to transfer the Purchased Assets to the Purchaser with a good and marketable title;
- (b) to the extent that the deeds and conveyances referred to above are registrable in appropriate offices in Canada and to the extent that the Purchaser wishes to register such deeds and conveyances, the Vendor shall deliver, or cause to be delivered, such deeds and conveyances in registrable form; to the extent that the deeds and conveyances referred to above are not registrable in appropriate offices in Canada or to the extent that the Purchaser does not wish to register such deeds and conveyances, the Vendor shall execute and deliver, or cause to be executed and delivered, by the appropriate nominee or other Person, to the Purchaser appropriate acknowledgements and declarations indicating that the Vendor, or such nominee or other Person, as the case may be, holds the registered title to the Purchased Assets as nominee and bare trustee for the Purchaser with no beneficial interest therein as and from the Time of Transfer and that the Vendor, or such nominee or other Person, as the case may be, will deal with such registered title as the Purchaser may direct from time to time;

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- (c) the Vendor shall execute and deliver all other agreements, instruments and documents required to be delivered by the Vendor at or prior to the Time of Transfer;
- (d) the Vendor shall deliver physical possession of the Purchased Assets to the Purchaser taking into account the nature of each asset to be delivered; and
- (e) the Vendor shall deliver to the Purchaser the SP Division Books and Records, which shall become the property of the Purchaser.

**8.2 Closing Deliveries of the Purchaser.** In connection with the purchase of the Purchased Assets by the Purchaser:

- (a) the Purchaser shall deliver to the Vendor a share certificate representing the number of the Purchaser's Shares issued to the Vendor pursuant to Section 3.1(b) hereof ; and
- (b) the Purchaser shall execute and deliver all other agreements, instruments and documents required to be delivered by the Purchaser at or prior to the Time of Transfer, including without limitation, the Assumption Agreement.

**ARTICLE 9  
NOTICES**

**9.1 Notices.** All notices, demands, requests, consents, agreements and approvals (collectively, "notices") which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and if mailed by first-class registered mail shall be deemed to have been received seven (7) business days after the post-marked date thereof and if telegraphed or sent by facsimile, shall be followed forthwith by letter and shall be deemed to have been received on the business day following the dispatch thereof and, if delivered by hand, shall be deemed to have been received on the day of delivery. Notices shall be addressed as follows:

(a) If to the Vendor:

Amcor Twinpak - North America Inc.  
1255 Trans-Canada Highway, Suite 210  
Dorval, Quebec H9P 2V4

Attention: President  
Facsimile: 514-684-3128

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(b) if to the Purchaser:

Amcor Specialty Packaging Americas Inc.  
1255 Trans-Canada Highway, Suite 210  
Dorval, Quebec H9P 2V4

Attention: President  
Facsimile: 514-684-3128

or to such other address or such other officers as the Parties may from time to time advise each other by notice in writing.

**ARTICLE 10  
MISCELLANEOUS**

**10.1 Time of Essence.** Time shall be of the essence of this Agreement provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

**10.2 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings between the Parties with respect thereto. There are no representations, warranties, undertakings or agreements between the Parties with respect to the subject matter of this Agreement except as set forth herein and this Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

**10.3 Further Assurances.** The Parties or either of them agree to make, do, execute, acknowledge and deliver or cause and procure to be made, done, executed, acknowledged and delivered any and all further acts and assurances whether before or after the Time of Transfer, including without limitation, whether before or after the Time of Transfer, any conveyance, bills of sale, deed, transfer, assignment or other instrument in writing as may, in the opinion of either of them, be necessary or desirable to give effect to the transfers provided for and contemplated by this Agreement and take all such other action as may be required or desirable for more effectually and completely vesting in the Purchaser the Purchased Assets for the purpose of registration or otherwise.

**10.4 Applicable 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 and shall in all respects be construed as an Ontario contract. The Parties attorn to the jurisdiction of the courts of the Province of Ontario.


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**10.5 Benefit of the Agreement.** This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.


**10.6 Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the Purchaser may assign the benefits of this agreement to a lender or lenders as continuing collateral security for obligations owed to it or them all without the consent of the Vendor.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**AMCOR TWINPAK - NORTH AMERICA  
INC.**

By:   
Name: Jason Nyman  
Title: VP Finance & Administration

**AMCOR SPECIALTY PACKAGING  
AMERICAS INC.**

By:   
Name: Jason Nyman  
Title: Secretary

Sent by: AMCOR CLOSURES EXEC

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**SCHEDULE "A"**  
**REAL PROPERTY LEASES**

580 Rue Simonds Sud  
Granby, Quebec  
J2J 1E1

235 A Henderson Drive  
Regina, Saskatchewan  
S4N 6C2

11321904.6

**SCHEDULE "B"**  
**TRADE-MARKS AND TRADE NAMES**

| TRADEMARK             | REGISTRATION # | REGISTRATION DATE | RENEWAL DATE |
|-----------------------|----------------|-------------------|--------------|
| PLASTUBE              | TMA 153553     | 06/10/1967        | 06/10/2012   |
| TWIN-LOK              | TMA 451961     | 15/12/1995        | 15/12/2010   |
| LID DESIGN (TWIN-LOK) | DES 78720      | 19/07/1996        | 19/07/2006   |
| TWINCUP               | TMA 351622     | 17/02/1989        | 17/02/2004   |

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