

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock/Partnership Units Purchase

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arriscraft International Limited Partnership		05/27/2007	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	General Shale Brick, Inc.
Street Address:	3211 North Roan Street
City:	Johnson City
State/Country:	TENNESSEE
Postal Code:	37601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1559023	RENAISSANCE
Registration Number:	3173386	ARRISCRAFT INTERNATIONAL BUILDING STONE · BRICK · LIMESTONE
Registration Number:	3176274	ARRISCRAFT
Registration Number:	2487925	THE NATURAL EDGE
Registration Number:	1592035	CITADEL
Registration Number:	1651494	ADAIR

CORRESPONDENCE DATA

Fax Number: (412)288-3063
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-288-4164
 Email: PTOIPINBOX@reedsmith.com
 Correspondent Name: Frederick H. Colen, Esq.
 Address Line 1: P.O. Box 488
 Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

OP \$165.00 1559023

ATTORNEY DOCKET NUMBER:	900100.20002ARRISCRAFT
NAME OF SUBMITTER:	Frederick H. Colen
Signature:	/Frederick H. Colen/
Date:	09/14/2009

Total Attachments: 23

source=general shale assignment doc#page1.tif
source=general shale assignment doc#page2.tif
source=general shale assignment doc#page3.tif
source=general shale assignment doc#page4.tif
source=general shale assignment doc#page5.tif
source=general shale assignment doc#page6.tif
source=general shale assignment doc#page7.tif
source=general shale assignment doc#page8.tif
source=general shale assignment doc#page9.tif
source=general shale assignment doc#page10.tif
source=general shale assignment doc#page11.tif
source=general shale assignment doc#page12.tif
source=general shale assignment doc#page13.tif
source=general shale assignment doc#page14.tif
source=general shale assignment doc#page15.tif
source=general shale assignment doc#page16.tif
source=general shale assignment doc#page17.tif
source=general shale assignment doc#page18.tif
source=general shale assignment doc#page19.tif
source=general shale assignment doc#page20.tif
source=general shale assignment doc#page21.tif
source=general shale assignment doc#page22.tif
source=general shale assignment doc#page23.tif

GENERAL SHALE BRICK, INC.

- and -

2135504 ONTARIO INC.

- and -

ARRISCRAFT INTERNATIONAL INCOME FUND

- and -

ARRISCRAFT INTERNATIONAL OPERATING TRUST

- and -

ARRISCRAFT GENERAL PARTNER TRUST

- and -

ARRISCRAFT INTERNATIONAL LIMITED PARTNERSHIP

-and-

ARRISCRAFT INTERNATIONAL HOLDINGS (CANADA) INC.

PURCHASE AGREEMENT

May 27, 2007

Table of Contents

ARTICLE 1 DEFINITIONS	1
1.1 Defined Terms	1
ARTICLE 2 PURCHASE AND SALE	11
2.1 Purchase and Sale	11
2.2 Determination of Purchase Price	12
2.3 Determination of Non-Cash Working Capital	12
2.4 Payment of Purchase Price.....	13
2.5 Payment of Indebtedness	14
2.6 Payment by Sellers.....	14
2.7 Payment by Arriscraft LP of Severance.....	14
2.8 Location and Time of Closing	14
2.9 Deliveries at the Closing.....	14
ARTICLE 3 REPRESENTATIONS AND WARRANTIES AS TO THE FUND AND THE SELLERS	18
3.1 Representations and Warranties as to the Fund and the Sellers.....	18
3.2 Representations and Warranties as to the Acquired Entities	21
ARTICLE 4 COVENANTS OF ARRISCRAFT GROUP	41
4.1 Ordinary Course of Business	41
4.2 Non-Solicitation.....	41
4.3 Access to Information	44
4.4 Arriscraft Debt	44
4.5 Meeting of Unitholders	44
4.6 Conversion; Exchange.	46
4.7 Transfer of Assets used in the Business.....	46
4.8 Maintenance of Employee and Key Customer Relations.	46
4.9 Name Change.....	47
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER	47
ARTICLE 6 OTHER COVENANTS	48
6.1 Wind-up Costs.	48
6.2 Transaction Costs.....	48
6.3 Assistance with the Wind-up of the Fund and the Seller.....	48
6.4 D&O Insurance; Indemnification	49
6.5 Taxable Year-End.	50
6.6 Real Estate Transfer Tax.....	50

ARTICLE 7 FEES AND OTHER ARRANGEMENTS.....	50
7.1 Agreement as to Damages	50
7.2 Liquidated Damages	51
7.3 Right of Matching	51
ARTICLE 8 MUTUAL COVENANTS	53
8.1 Communications	53
8.2 Further Assurances.....	53
8.3 Tax Filings	54
8.4 Land Option to Purchase.....	54
8.5 Appointment of Trustees.....	55
8.6 Quebec Consents and Approvals	55
ARTICLE 9 CONDITIONS	55
9.1 Conditions for the Benefit of the Purchaser.....	55
9.2 Conditions for the Benefit of the Fund and the Sellers.....	57
ARTICLE 10 TERMINATION.....	58
10.1 Termination and Survival	58
10.2 Effect of Termination.....	59
ARTICLE 11 MISCELLANEOUS	60
11.1 Amendment or Waiver.....	60
11.2 Entire Agreement.....	60
11.3 Headings	60
11.4 Notices	60
11.5 Counterparts.....	61
11.6 Expenses	61
11.7 Guarantee	62
11.8 Assignment	62
11.9 Severability	62
11.10 Choice of Law.....	62
11.11 Survival of Representations and Warranties.....	62
11.12 Survival of Covenants and Obligations	62
11.13 Time of Essence.....	62
11.14 Specific Performance and other Equitable Rights	63
11.15 No Personal Liability of Sellers' Trustees	63
11.16 Currency.....	63

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of May 27, 2007 by and among General Shale Brick, Inc., a Delaware corporation ("General Shale"), 2135504 Ontario Inc., an Ontario corporation and wholly-owned subsidiary of General Shale (the "Purchaser"), Arriscraft International Income Fund, a trust established under the laws of the Province of Ontario (the "Fund"), Arriscraft International Operating Trust, a trust established under the laws of the Province of Ontario (the "Operating Trust"), Arriscraft General Partner Trust, a trust established under the laws of the Province of Ontario (the "General Partner Trust" and, together with the Operating Trust, the "Sellers"), Arriscraft International Holdings (Canada) Inc., an Ontario corporation ("Holdings Canada"), and Arriscraft International Limited Partnership, a limited partnership formed under the laws of the Province of Ontario ("Arriscraft LP").

RECITALS:

A. The Fund, through its indirect operating subsidiaries Arriscraft USA, Arriscraft LLC and Arriscraft LP, is engaged in the business of producing and marketing manufactured stone, brick and natural stone (the "Business").

B. The Sellers desire to sell, and General Shale and the Purchaser desire to acquire, the Acquired Entities and the Business all on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

In this Agreement (including the recitals to the extent not set forth therein):

"2006 Balance Sheet" means the audited consolidated balance sheet of the Fund at December 31, 2006.

"2006 Special Distributions" means, collectively, the special distribution of \$0.265 per Unit and the additional special distribution of \$0.1712 per Unit, each of which was paid to Unitholders of record on December 29, 2006.

"Acquired Entities" means Arriscraft LP, Holdings Canada, Holdings USA, Emilyson Corporation, Arriscraft USA and Arriscraft LLC.

"Acquisition Proposal" has the meaning attributed to such term in Section 4.2(a).

"Administrator" means Arriscraft LP.

"Administration Agreement" means the administration agreement dated as of December 7, 2004 between Arriscraft LP, the Fund and the Operating Trust pursuant to which the Administrator provides administrative services to the Fund and the Operating Trust.

"Affiliated Entities Trade-Mark License Agreement" means the Affiliated Entities Trade-Mark License Agreement dated December 14, 2004 among Arriscraft LP, as Licensor, and certain other members of the Arriscraft Group, as Licensees.

"Agreement" means this Agreement, including the schedules to this Agreement, as amended, restated or replaced from time to time.

"Arbitrator" has the meaning attributed to such term in Section 2.3(f).

"Arbitrator's Decision" has the meaning attributed to such term in Section 2.3(g).

"Arriscraft Board" means the board of trustees of the Fund.

"Arriscraft Debt" means the aggregate amount of the Indebtedness owed by the Acquired Entities pursuant to (i) the Senior Credit Facility; (ii) the Wachovia Reimbursement Agreement, the Wachovia Promissory Note and any other Indebtedness relating to the Crawford County Bonds, including the Georgia Lease and all Indebtedness under the Financing Documents (as defined in the Indenture) and the Credit Documents (as defined in the Indenture); (iii) the Wachovia Credit Facility; and (iv) the Debenture.

"Arriscraft Group" means the Fund and its direct and indirect subsidiaries, including the Sellers, GP Trustee, Arriscraft LP, Holdings Canada, Holdings USA, Emilyson Corporation, Arriscraft USA and Arriscraft LLC.

"Arriscraft LLC" means Arriscraft International LLC, a Delaware limited liability company.

"Arriscraft LP" has the meaning ascribed to such term in the preamble hereto.

"Arriscraft USA" means Arriscraft International (USA) Inc., a Delaware corporation.

"Audited Financial Statements" means the audited consolidated balance sheets of the Fund for the fiscal years ended December 31, 2006, December 31, 2005 and December 31, 2004 and the accompanying consolidated statements of income, Unitholders' equity and cash flows for the years then ended, including the notes thereto, and the report of the auditors of the Fund thereon.

"Business" has the meaning attributed to such term in the Recitals.

"Business Day" means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario.

"Canadian GAAP" means Canadian generally accepted accounting principles as defined by the Accounting Standards Board of the Canadian Institute of Chartered Accountants in the Handbook of the Canadian Institute of Chartered Accountants as they exist on the date of this Agreement.

"Canadian Pledge Agreement" means the Canadian Pledge Agreement dated December 14, 2004 between The Bank of Nova Scotia and General Partner Trust, Arriscraft General Partner Holdco Inc., the Operating Trust, the Fund and Holdings Canada.

"Class B Exchangeable LP Units" or **"Exchangeable Units"** means the Class B exchangeable limited partnership units of Arriscraft LP.

"Closing" means the completion of the sale and purchase of the GP Unit, the LP Units, the Holdings Canada Shares and the Holdings Canada Note pursuant to this Agreement.

"Closing Date" has the meaning attributed to such term in Section 2.8.

"Competition Act" means the *Competition Act* (Canada) and the regulations promulgated thereunder, as amended.

"Confidentiality Agreement" means the confidentiality agreement between General Shale and Arriscraft LP dated September 12, 2006.

"Crawford County Bonds" means the bonds issued pursuant to a trust indenture between Development Authority of Crawford County, as issuer, and SouthTrust, as trustee, dated February 1, 2000, and the PILOT agreement between Development Authority of Crawford County, Arriscraft USA and Arriscraft LLC dated as of February 1, 2000 which have been guaranteed by Arriscraft USA to SouthTrust pursuant to a bond guarantee agreement dated as of February 1, 2000.

"Current Assets" means, as of the applicable date, the following assets of the Acquired Entities, on a consolidated basis without duplication, classified as "current assets" in accordance with Canadian GAAP, applied on a basis consistent with past practice in preparation of the 2006 Balance Sheet: (i) accounts receivable, (ii) inventories, and (iii) prepaid expenses. Notwithstanding the foregoing, the inventory amounts to be included in Current Assets and Non-Cash Working Capital shall be (x) the good faith estimate of inventory of the Acquired Entities as at Closing based upon the results of a physical inventory taken on or about May 31, 2007 by the Arriscraft Group (or their representatives) and observed by Purchaser (or its representatives), rolled forward to the Closing Date, and (y) properly valued at the lower of cost (including depreciation) or market value on a first-in first-out basis in accordance with Canadian GAAP, applied on a basis consistent with past practice in preparation of the 2006 Balance Sheet. Only inventory that is in good and merchantable quality shall be included in the physical count. In addition, notwithstanding the foregoing, Current Assets and Non-Cash Working Capital shall not include prepaid expenses that constitute Transaction Costs or Wind-up Costs or that relate to the Tail Coverage.

"Current Liabilities" means, as of the applicable date, the liabilities of the Acquired Entities, on a consolidated basis without duplication, classified as "current liabilities" in accordance with Canadian GAAP, applied on a basis consistent with past practice in preparation of the 2006 Balance Sheet; provided that Current Liabilities shall (i) exclude Indebtedness to the extent deducted pursuant to Section 2.2 in determining the Purchase Price, and (ii) include, without double-counting, (A) an accrued liability of \$180,000 with respect to Cambridge, Ontario site restoration, and (B) an accrued liability of \$150,000 with respect to any Tax liabilities that could arise out of intercompany debt between Holdings Canada and Holdings USA.

"Debenture" means the subordinated unsecured exchangeable debenture in the original principal amount of ~~Redacted~~ due August 31, 2010 of Arriscraft LP issued by Arriscraft LP in favour of 2079191 Ontario Inc. on August 31, 2005.

"Debenture Exchange Agreement" means the exchange agreement between the Fund, the Operating Trust, Arriscraft LP, the General Partner Trust and 2079191 Ontario Inc. dated as of August 31, 2005, pursuant to which the Fund has agreed to provide certain exchange rights pursuant to which the Debenture may be exchanged for Units.

"Declaration of Trust" means the second amended and restated declaration of trust of the Fund made the 14th day of December, 2004, as amended on August 31, 2005 and January 20, 2006.

"Disclosure Schedule" means the written disclosure letter of the Fund and the Sellers to General Shale and the Purchaser dated the date hereof.

"Emilyson Corporation" means Emilyson Corporation, a Delaware corporation.

"Employee Plans" has the meaning attributed to such term in Section 3.2(n)(i).

"Encumbrances" means any options, pledges, security interests, liens, mortgages, hypothecs, prior claims, claims, debts, charges, voting agreements, voting trusts or other encumbrances or restrictions on transfer of any kind whatsoever.

"Environment" means the ambient air, all layers of the atmosphere, surface water, underground water, all land, all living organisms and the interacting natural systems that include components of air, land, water, organic and inorganic matter and living organisms, and includes indoor spaces.

"Environmental Claims" has the meaning attributed to such term in Section 3.2(o)(vi).

"Environmental Law" has the meaning attributed to such term in Section 3.2(o)(vi).

"Escrow Agent" has the meaning attributed to such term in Section 2.3(f).

"Escrow Funds" has the meaning attributed to such term in Section 2.3(f).

"Exchange Agreement" means the exchange agreement between the Fund, the Operating Trust, Arriscraft LP, the General Partner Trust, EmilyHarper Corporation (predecessor to 2079191 Ontario Inc.) and holders of Exchangeable Units from time to time, dated as of December 14, 2004.

"Expense Fee" means all costs and expenses (including attorneys' fees and expenses) incurred by General Shale and/or Purchaser arising out of or related to this Agreement and the transactions contemplated hereby, including costs and expenses incurred in connection with (i) a due diligence investigation of the Arriscraft Group, and (ii) the negotiation, execution and delivery of this Agreement and the agreements and instruments contemplated hereby; provided that the Expense Fee shall not exceed \$250,000 in the aggregate.

"Existing D&O Policies" has the meaning attributed to such term in Section 6.4(c).

"Financial Statements" has the meaning attributed to such term in Section 3.2(d).

"General Partner Trust" has the meaning ascribed thereto in the preamble.

"Georgia Lease" means the Lease Agreement dated as of February 1, 2000 between the Development Authority of Crawford County and Arriscraft USA.

"Governmental Entity" means any (i) multinational, federal, provincial, territorial, state, municipal, or local government or other governmental or public department, central bank, court, commission, commissioner, tribunal, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, including, for greater certainty, the Toronto Stock Exchange.

"Governmental Charges" means all fees (including license, documentation, filing and registration fees), duties, levies, assessments, reassessments, deficiency and other charges together with all related penalties, interest and fines payable to a Governmental Entity having jurisdiction in the relevant circumstances, applicable to any member of the Arriscraft Group or the Business.

"GP Trustee" means Arriscraft International GPT Inc., an Ontario corporation.

"GP Units" means all of the issued and outstanding general partner units of Arriscraft LP.

"Hearing" has the meaning attributed to such term in Section 2.3(g).

"Holdings Canada" has the meaning ascribed to such term in the preamble hereto.

"Holdings Canada Note" means the demand subordinated promissory note in the principal amount of ~~Replaced~~ currently carrying an interest rate of 10.8% issued by Holdings Canada to the Operating Trust as of and with effect from December 14, 2004.

"Holdings Canada Shares" means the 1,000 issued and outstanding common shares in the capital of Holdings Canada.

"Holdings USA" means Arriscraft International Holdings (USA) Inc., a Delaware corporation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"including" means including, without limitation.

"Insider" has the meaning attributed to such term in Section 3.2(w).

"Indebtedness" means, with respect to any Person, collectively, (i) indebtedness for borrowed money and any other indebtedness evidenced by bonds, notes, debentures or similar instruments or capital leases, (ii) indebtedness for borrowed money of any other Person guaranteed in any manner by such Person or in respect of which such Person has provided an indemnity, and (iii) all obligations for accrued interest and all fees, expenses and charges (including put right, call right, prepayment and breakage premiums, fees, expenses and charges) in connection with indebtedness

for borrowed money and any other indebtedness evidenced by bonds, notes, debentures or similar instruments or capital leases, if any; provided, however, that Indebtedness shall specifically exclude any indebtedness or liability associated with Exchangeable LP Units (as defined in the Declaration of Trust) which are characterized as "non-controlling interest" on the 2006 Balance Sheet.

"Indenture" means the Trust Indenture dated February 1, 2000 between the Development Authority of Crawford County and SouthTrust Bank National Association in respect of the Crawford County Bonds.

"Investment Canada Act" means the *Investment Canada Act* (Canada) and the regulations promulgated thereunder, as amended.

"knowledge of the Arriscraft Group" or "knowledge of the Sellers" or "knowledge of the Fund and Sellers" (or similar phrases) means the actual knowledge of David Boles, Randy Henderson and Laurie Wright, in each case after due inquiry by them of those employees, consultants or third party advisors of the Arriscraft Group whom they believe, in good faith, to be the Persons responsible for, or most likely to have pertinent information in respect of, the subject matter of the inquiry.

"Land Option to Purchase" means that certain Option to Purchase, dated as of January 29, 2007, granted by Arriscraft LP to a third-party to purchase a portion of the excess land owned by Arriscraft LP at its Cambridge, Ontario manufacturing facility.

"Law" or "Laws" means all laws (including common law), statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, decrees, or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority, and the term **"applicable"** with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or Parties or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their businesses, undertakings, properties or securities.

"Leased Real Estate" has the meaning attributed to such term in Section 3.2(v)(ii) .

"Limited Partnership Agreement" means the limited partnership agreement dated as of December 7, 2004 among the General Partner Trust, as general partner, and the Operating Trust, as limited partner, as amended June 13, 2005 and August 31, 2005.

"Long Term Incentive Plan" means the long term incentive plan of Arriscraft International Limited Partnership.

"LP Units" means all of the issued and outstanding limited partner units of Arriscraft LP.

"Management Discretionary Payment Plan" means Arriscraft LP's management discretionary payment plan.

"Management Group" means Randy White, Laurie Wright, Glen Frankling, Joe Ippolito, Larry Johnston, Peter Schmidt, Kathy Mutti, Bevan Ratcliffe and Donna Snowdon.

“Material Adverse Change” means, when used in connection with a Person, any change, condition, effect, circumstance, event, development or occurrence with respect to the condition (financial or otherwise), properties, assets, liabilities (including contingent liabilities), business or operations of that Person, taken as a whole with its subsidiaries, or the Laws applicable thereto, that, either alone or together with other such changes, conditions, effects, circumstances, events, developments or occurrences, is or would reasonably be expected to be material and adverse to that Person, taken as a whole with its subsidiaries; provided, however, that Material Adverse Change shall not include any change, condition, effect, circumstance, event, development or occurrence resulting from changes in the Canadian or United States economies, political conditions or securities markets in general or Laws, except to the extent such changes have a significantly disproportionate effect on that Person, taken as a whole with its subsidiaries.

“Material Adverse Effect” means, when used in connection with a Person, any effect (including the effect of any change, condition, circumstance, event, development or occurrence with respect to the businesses of that Person or its subsidiaries or the Laws applicable thereto) that, either alone, or together with other such effects, is or would reasonably be expected to be material and adverse to the condition (financial or otherwise), properties, assets, liabilities (including contingent liabilities), business or operations of that Person, taken as a whole with its subsidiaries; provided, however, that Material Adverse Effect shall not include any effect resulting from changes in the Canadian or United States economies, political conditions or securities markets in general or Laws, except to the extent such changes have a significantly disproportionate effect on that Person, taken as a whole with its subsidiaries.

“Material Contracts” has the meaning attributed to such term in Section 3.2(m).

“Materials of Environmental Concern” has the meaning attributed to such term in Section 3.2(o)(vi).

“Meeting” means the special meeting of voting unitholders (including any adjournments or postponements thereof) to be held to consider and, if deemed advisable, to approve the consummation of the transactions contemplated by this Agreement, the wind-up of the Fund and the Sellers, the exchange of Restricted A Units and Restricted B Units for Units, the replacement of the trustees of the Fund and other matters relating to the foregoing.

“Misrepresentation” has the meaning attributed to such term in the *Securities Act* (Ontario).

“Non-Cash Working Capital” means, at the applicable time, the Current Assets less Current Liabilities, in each case at that time and calculated in accordance with the sample calculation included as Annex 1.1 to the Disclosure Schedule.

“Operating Entities” means Arriscraft LP, Arriscraft USA and Arriscraft LLC, and **“Operating Entity”** means any of them.

“Operating Agreement” means the limited liability agreement dated November 1, 1999 among the members of Arriscraft LLC.

“Organizational Documents” means for an entity, its respective organizational documents as follows: (a) for the Fund, the Declaration of Trust; (b) for the Operating Trust, the Declaration of

Trust, dated November 30, 2004; (c) for the General Partner Trust, the Declaration of Trust dated November 30, 2004; (d) for Holdings Canada, its certificate and articles of incorporation dated November 23, 2004, and bylaws adopted November 30, 2004; (e) for Holdings USA, its certificate of incorporation dated December 2, 2004, and bylaws adopted December 2, 2004; (f) for Emilyson Corporation, its certificate of incorporation dated June 22, 1999, and bylaws adopted June 22, 1999; (g) for Arriscraft USA, its certificate of incorporation dated June 22, 1999, and bylaws adopted June 22, 1999; (h) for Arriscraft LLC, its certificate of formation dated November 1, 2004 and the Operating Agreement; and (i) for Arriscraft LP, its limited partnership declaration filed on December 2, 2004, and the Limited Partnership Agreement.

"Outside Date" means August 31, 2007, subject to the right of either Party to postpone the Outside Date for up to an additional 60 days (in 30-day increments) if any required Regulatory Approvals or third party consents listed in paragraph 2.9(a)(iv) of the Disclosure Schedule have not been obtained and have not been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Party to such effect no later than 5:00 p.m. (Eastern Time) on the date that is 7 days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties.

"Parties" means the Fund, the Sellers, Arriscraft LP, Holdings Canada, General Shale and Purchaser and **"Party"** means any of them.

"Permitted Liens" means (i) Encumbrances for Taxes and other Governmental Charges and assessments not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) Encumbrances identified in paragraph 1.1 of the Disclosure Schedule, (iii) Encumbrances imposed by Law and incurred in the ordinary course for obligations not yet due or delinquent, (iv) Encumbrances in respect of pledges or deposits under workers' compensation, social security or similar Laws, other than with respect to any amounts which are due or delinquent unless such amounts are being contested in good faith by appropriate proceedings, (v) easements, restrictions and reservations of record, if any, that do not materially detract from the value of or materially impair the use of the property affected, (vi) building and zoning by-laws, Laws, ordinances and regulations that do not materially detract from the value of or materially impair the use of the property affected, and (vii) and Encumbrances registered on title to the Real Estate as of the date hereof that do not materially detract from the value of or materially impair the use of the property affected.

"Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or Governmental Entity.

"Powers of Attorney" has the meaning attributed to such term in Section 8.6.

"Proprietary Rights" has the meaning attributed to such term in Section 3.2(r)(i).

"Proxy Circular" means the notice of meeting and management proxy circular of the Fund to be prepared and sent to voting unitholders in connection with the Meeting, including the exhibits thereto.

"Purchaser's Disclosure Schedule" means the written disclosure schedule letter of the Purchaser and General Shale to the Fund and the Sellers dated the date hereof.

"Purchaser's WC Calculation" has the meaning attributed to such term in Section 2.3(f).

"Purchase Price" has the meaning attributed to such term in Section 2.2.

"Purchased Equity" means the GP Units, the LP Units and the Holdings Canada Shares.

"Real Estate" has the meaning attributed to such term in Section 3.2(v)(i)).

"Real Estate Leases" has the meaning attributed to such term in Section 3.2(v)(ii) .

"Regulatory Approvals" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities.

"Resolution" means the resolution (special or otherwise) of voting unitholders of the Fund approving the consummation of the transactions contemplated by this Agreement and amendments to the Declaration of Trust to (i) amend the terms of the Restricted A Units and the Restricted B Units, to permit for the automatic exchange of such units to Units effective and conditional upon the Closing; (ii) permit the redemption of the Units subsequent to the Closing; (iii) reduce the minimum number of trustees to one and to permit and appoint a corporate trustee; (iv) permit the termination of the Fund by its trustee in its discretion post Closing; and (v) authorize such other matters as may be necessary to complete the transaction contemplated by this Agreement, such resolution to be in form and substance satisfactory to the Purchaser, acting reasonably.

"Response Period" has the meaning attributed to such term in Section 7.3(a)(iii).

"Restricted A Units" means the Restricted A units of the Fund authorized and issued under the Declaration of Trust.

"Restricted B Units" means the Restricted B units of the Fund authorized and issued under the Declaration of Trust.

"Sellers' WC Calculation" has the meaning attributed to such term in Section 2.3(d).

"Senior Credit Facility" means the credit agreement dated as of December 14, 2004 between Arriscraft LP, The Bank of Nova Scotia and Bank of Montreal, as lenders and The Bank of Nova Scotia, as administrative agent for the lenders and the parties listed therein as guarantors, as amended by the First Amending Agreement dated April 7, 2005 between such parties and the Second Amending Agreement dated August 15, 2005.

"Special Voting Units" means the Special Voting Units of the Fund authorized and issued under the Declaration of Trust.

"SouthTrust" means SouthTrust Bank.

“**subsidiary**” means a subsidiary of a Person for the purposes of National Instrument 45-106 Prospectus and Registration Exemptions and, in respect of the Fund, shall include the Sellers and the Acquired Entities.

“**Superior Proposal**” means any Acquisition Proposal that, if consummated in accordance with its terms, would be more favorable to the unitholders of the Fund from a financial point of view than the transactions contemplated by this Agreement.

“**Tail Coverage**” has the meaning attributed to such term in Section 6.4(c).

“**Tax**” has the meaning attributed to such term in Section 3.2(p)(viii).

“**Termination Date**” means the date of termination of this Agreement in accordance with Article 10 herein.

“**Termination Fee**” means REDACTED

“**Transaction Costs**” means the costs and expenses of the Arriscraft Group incurred or arising prior to and at Closing in respect of this Agreement and the transactions contemplated hereby as determined by the Chief Executive Officer and Chief Financial Officer of Arriscraft LP in consultation with the Arriscraft Board, acting reasonably, up to and including the Closing and for greater certainty include: (i) investment banking and fairness opinion fees and expenses, (ii) auditors fees and expenses, (iii) legal fees and expenses, (iv) room rental, transfer agent fees and Proxy Circular printing and mailing costs and other costs, all related to the Meeting, and (v) additional Trustee fees for attending applicable meetings prior to Closing.

“**Unitholder Rights Plan**” means the unitholders rights agreement that was amended and restated as of the 12th day of April, 2006, between the Fund and Computershare Investor Services Inc.

“**Unitholders**” means the holders of Units.

“**Units**” means the ordinary trust units of the Fund authorized and issued under the Declaration of Trust.

“**Voting Agreements**” means the voting agreements dated the date hereof entered into by the Management Group, 2079191 Ontario Inc., David Boles and Randy Henderson in respect of the Meeting and certain other matters identified therein.

“**Wachovia**” means Wachovia Bank, National Association, as successor by merger to SouthTrust.

“**Wachovia Credit Facility**” means the loan and security agreement between Arriscraft USA and Arriscraft LLC, as borrower, Emilyharper Corporation (a predecessor of 2079191 Ontario Inc.), as guarantor and SouthTrust, as lender, dated as of February 1, 2000, as amended including pursuant to the Omnibus Amendment and Consent Agreement between Arriscraft USA, Arriscraft LLC, Emilyharper Corporation, SouthTrust and the Issuer dated as of December 14, 2004, providing for credit facilities in a maximum principal amount of REDACTED

“Wachovia Promissory Note” means the promissory note made by Arriscraft USA and Arriscraft LLC in favour of SouthTrust dated as of March 1, 2000 in the principal amount of REDACTED

“Wachovia Reimbursement Agreement” means the reimbursement agreement dated February 1, 2000 between Arriscraft US, Arriscraft LLC, Emilyharper Corporation (a predecessor of 2079191 Ontario Inc.) and SouthTrust, as amended by the Omnibus Amendment and Consent Agreement between Arriscraft US, Arriscraft LLC, the Issuer (as defined therein), Emilyharper Corporation and SouthTrust dated as of December 14, 2004, in respect of an irrevocable letter of credit issued by SouthTrust dated as of March 1, 2000 in the principal amount of REDACTED

“Wind-up Costs” means the costs and expenses of the Fund and the Sellers incurred or arising post-Closing in respect of the winding up of the Fund and the Sellers as determined by the current Chief Executive Officer and Chief Financial Officer of Arriscraft LP in consultation with the Board, acting reasonably, and for greater certainty include (i) auditors fees, (ii) tax return preparation and filing, (iii) legal fees for post-Closing matters, (iv) mailing costs, if any, and (v) additional Trustee fees for attending applicable meetings, if any, post-Closing.

“Working Capital Certificate” has the meaning attributed to such term in Section 2.3(d).

Working Capital Deficiency” has the meaning attributed to such term in Section 2.2.

“Working Capital Excess” has the meaning attributed to such term in Section 2.2.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms of this Agreement, at the Closing, the Fund shall cause the Operating Trust and the General Partner Trust to sell, and the Operating Trust and the General Partner Trust shall sell, to the Purchaser, and the Purchaser shall purchase,

- (a) the LP Units;
- (b) the GP Unit;
- (c) the Holdings Canada Shares; and
- (d) the Holdings Canada Note;

in each case free and clear of all Encumbrances, for an aggregate amount equal to the Purchase Price. The Purchase Price shall be allocated as follows: (i) a portion of the Purchase Price equal to REDACTED less the Indebtedness at Closing under the Senior Credit Facility and the Debenture, plus seventy five percent (75%) of the Working Capital Excess, if any, less seventy five percent (75%) of the Working Capital Deficiency, if any, shall be allocated to the LP Units, (ii) a portion of the Purchase Price equal to \$1 shall be allocated to the GP Units, (iii) a portion of the Purchase Price equal to REDACTED REDACTED less the Indebtedness at Closing under the Wachovia

Credit Facility, under the Wachovia Reimbursement Agreement, the Wachovia Promissory Note and any other Indebtedness relating to the Crawford County Bonds, and under the Holdings Canada Note, plus twenty five percent (25%) of the Working Capital Excess, if any, less twenty five percent (25%) of the Working Capital Deficiency, if any, shall be allocated to the Holdings Canada Shares, and (iv) a portion of the Purchase Price equal to the aggregate amount of Indebtedness outstanding under the Holdings Canada Note at Closing (including interest thereon) shall be allocated to the Holdings Canada Note.

2.2 Determination of Purchase Price

The aggregate purchase price (the "Purchase Price") shall be an amount equal to (a) ~~REDACTED~~ ~~REDACTED~~ minus (b) the amount of Arriscraft Debt at Closing, plus (c) the amount, if any ~~REDACTED~~ (the "Working Capital Excess"), by which the Non-Cash Working Capital at Closing (determined pursuant to Section 2.3) exceeds ~~REDACTED~~ minus (d) the amount, if any (the "Working Capital Deficiency"), by which ~~REDACTED~~ ~~REDACTED~~ exceeds the Non-Cash Working Capital at Closing (determined pursuant to Section 2.3).

2.3 Determination of Non-Cash Working Capital

- (a) No later than June 15, 2007, the Fund or one of the Sellers will prepare and deliver to the Purchaser its good faith calculation of the Non-Cash Working Capital as at May 31, 2007, together with documentation supporting such calculation, which documentation and calculation shall be satisfactory to Purchaser, acting reasonably.
- (b) At the close of business on June 21, 2007, the Fund or one of the Sellers will prepare and deliver to the Purchaser its good faith calculation of the Non-Cash Working Capital as at such date, together with documentation supporting such good faith calculation, which documentation and calculation shall be satisfactory to Purchaser, acting reasonably.
- (c) No later than one Business Day prior to the expected Closing Date, the Fund or one of the Sellers shall prepare and deliver to the Purchaser its good faith calculation of the Non-Cash Working Capital as at the Closing, together with documentation supporting such good faith calculation, which documentation and calculation shall be satisfactory to Purchaser, acting reasonably.
- (d) On the Closing Date the Fund and the Sellers shall deliver to Purchaser the certificate contemplated by Section 2.9(a)(xii) (the "Working Capital Certificate") reflecting their good faith calculation of the Non-Cash Working Capital as at the Closing ("Sellers' WC Calculation"), together with documentation supporting such good faith calculation, which documentation and calculation shall be satisfactory to Purchaser, acting reasonably.
- (e) Unless Purchaser disputes the Sellers' WC Calculation set forth in the Working Capital Certificate, Sellers' WC Calculation as set out in such certificate will be used for purposes of determining the Purchase Price pursuant to Section 2.2.

- (f) If Purchaser, acting reasonably, does dispute Sellers' WC Calculation set forth in the Working Capital Certificate, then (i) at the Closing, the Parties acting reasonably shall use Purchaser's good faith calculation of the Non-Cash Working Capital as at the Closing, a copy of which shall be provided to the Fund and the Sellers just prior to Closing ("**Purchaser's WC Calculation**") for purposes of determining the Purchase Price pursuant to Section 2.2, (ii) at the Closing, the Purchaser shall deposit into escrow with a third party (the "**Escrow Agent**") reasonably acceptable to Sellers and Purchaser a cash amount (the "**Escrow Funds**") equal to the difference between (x) the Purchase Price calculated pursuant to Section 2.2 using Sellers' WC Calculation and (y) the Purchase Price calculated pursuant to Section 2.2 using Purchaser's WC Calculation, and (iii) immediately following the Closing, the dispute shall be referred to Ernst & Young LLP or other nationally recognized independent Canadian accounting firm mutually acceptable to Purchaser and the Fund (the "**Arbitrator**") for resolution in accordance with the terms herein.
- (g) The Arbitrator shall hold a hearing within seven (7) days of the submission of the dispute for arbitration (the "**Hearing**") and shall render a decision within seven (7) days of the conclusion of such hearing except as otherwise agreed. Purchaser and Sellers may file with the Arbitrator such briefs, affidavits and supporting documents as they deem appropriate. The Arbitrator shall base its decision solely upon the presentations of the Purchaser and the Sellers at the Hearing and such filed materials and not upon independent review. The Arbitrator's decision regarding any such dispute (the "**Arbitrator's Decision**") shall be in writing and shall specifically set forth the Non-Cash Working Capital as of the Closing. The Arbitrator shall only be authorized on any one issue to decide in favour of and choose the position of the Purchaser or the Sellers or to decide upon a compromise position between the positions presented by the parties. Any decision made by the Arbitrator within the scope of its authority shall be final, binding and non-appealable. The fees and expenses of the Arbitrator shall be borne one-half by Purchaser and one-half by the Fund. Notwithstanding the foregoing, each of the parties shall bear their own costs and expenses related to such arbitration. Upon the request of the Arbitrator, each party hereto agrees to enter into an arbitration agreement providing reasonable protection to the Arbitrator, in such form as may be reasonably acceptable to the Arbitrator and the parties hereto.
- (h) Upon the Arbitrator rendering its decision pursuant to paragraph (g) above setting forth the Non-Cash Working Capital as of Closing, then (i) the Purchase Price shall be recalculated pursuant to Section 2.2 to give effect to the Arbitrator's Decision, and (ii) the Parties shall cause the Escrow Funds to be promptly distributed by the Escrow Agent out of escrow to Purchaser and/or Sellers, as appropriate, to give effect to such re-calculated Purchase Price.

2.4 Payment of Purchase Price

At the Closing, the Purchaser shall pay the Purchase Price by electronic transfer of funds to or as directed by the Sellers against delivery by the Sellers of (a) limited partnership unit certificates representing the LP Units and the GP Unit, duly endorsed in blank for transfer or accompanied by

duly signed powers of attorney for transfer in blank, (b) stock certificates representing the Holdings Canada Shares, duly endorsed in blank for transfer or accompanied by duly signed powers of attorney for transfer in blank, and (c) the Holdings Canada Note, duly endorsed in blank for transfer or accompanied by duly signed power of attorney for transfer in blank.

2.5 Payment of Indebtedness

At the Closing, the Purchaser shall pay the Arriscraft Debt (other than the Wachovia Promissory Note and the Wachovia Reimbursement Agreement and any other Indebtedness relating to the Crawford County Bonds, including the Georgia Lease and all Indebtedness under the Financing Documents (as defined in the Indenture) and Credit Documents (as defined in the Indenture)) at Closing by electronic transfer of funds to the holders of such Arriscraft Debt in accordance with pay-off letters reasonably acceptable to Purchaser duly executed by such holders.

2.6 Payment by Sellers

At the Closing, the Sellers shall pay all unpaid Transaction Costs known to the Fund or the Sellers as of the Closing Date by electronic transfer of funds or certified cheque.

2.7 Payment by Arriscraft LP of Severance

Just prior to the Closing, Arriscraft LP, or other Acquired Entities, as determined by the Sellers in their sole discretion, shall pay by electronic transfer of funds or certified cheque:

- (a) all severance and other amounts due to David Boles arising out of or related to the termination of his Amended and Restated Employment Agreement dated May 9, 2006 with Arriscraft LP; and
- (b) all severance and other amounts due to Randy Henderson arising out of or related to the termination of his Employment Agreement dated March 28, 2006 with Arriscraft LP;

utilizing the Senior Credit Facility or the Wachovia Credit Facility which amounts so paid, for greater certainty, shall be included in the Arriscraft Debt.

2.8 Location and Time of Closing

The Closing shall take place at 8:00 a.m. on the date that is three (3) Business Days following the date on which the last of the conditions precedent to Closing set forth in Article 9 (other than conditions which are to be satisfied at the Closing or on the Closing Date) has been either satisfied or waived by the Party for whose benefit such condition precedent exists, unless the Parties mutually agree on another date (the "Closing Date"). The Closing shall occur at the offices of McCarthy Tetrault LLP, Suite 4700, Toronto Dominion Bank Tower, Toronto, Ontario.

2.9 Deliveries at the Closing

- (a) At the Closing, the Sellers shall deliver, or cause to be delivered, to the Purchaser:

- (i) limited partnership unit certificates representing the LP Units and the GP Units, duly endorsed in blank for transfer or accompanied by duly signed powers of attorney for transfer in blank;
- (ii) share certificates representing the Holdings Canada Shares, duly endorsed in blank for transfer or accompanied by duly signed powers of attorney for transfer in blank;
- (iii) the Holdings Canada Note, duly endorsed in blank for transfer or accompanied by a duly signed power of attorney for transfer in blank;
- (iv) copies of all consents, approvals and waivers identified in paragraph 2.9(a)(iv) of the Disclosure Schedule as being required to be obtained or received prior to Closing, such consents, approvals and waivers to be in form and substance satisfactory to the Purchaser, acting reasonably;
- (v) the certificates described in Section 9.1(h) and 9.1(i);
- (vi) certificates addressed to General Shale and the Purchaser and signed, in the name of the Fund and the Operating Trust and without personal liability, by an officer of the Administrator, as to incumbency for the Fund and the Operating Trust, respectively, in form and substance satisfactory to the Purchaser, acting reasonably;
- (vii) certificate addressed to General Shale and the Purchaser and signed, in the name of the General Partner Trust and without personal liability, by an officer of the GP Trustee, as to incumbency for the General Partner Trust in form and substance satisfactory to the Purchaser, acting reasonably;
- (viii) resignations, with effect as at and from Closing, of the directors or managers of each of the Acquired Entities identified by the Purchaser at least seven (7) Business Days prior to Closing;
- (ix) releases from (a) Randy White, (b) the persons who are members of the Arriscraft Board on the date hereof and (c) the persons who are members of the Arriscraft Board on the Closing Date, in each case of all claims they may have against the Acquired Entities, in substantially the form attached as Exhibit A hereto ("**Individual Releases**");
- (x) releases from the Fund, the Operating Trust, the General Partner Trust, the GP Trustee and GP Holdco of all claims they may have against the Acquired Entities, in substantially the form attached as Exhibit B hereto ("**Entity Releases**"; together with the Individual Releases, the "**Releases**");
- (xi) a certificate addressed to General Shale and the Purchaser and signed, in the name of the Operating Trust and without personal liability, by an officer of the Administrator, certifying as to the Transaction Costs known to the Operating Trust as of the Closing Date, all in reasonable detail, which

certificate shall be in form and substance satisfactory to Purchaser, acting reasonably;

- (xii) a certificate addressed to General Shale and the Purchaser and signed, in the name of the Operating Trust and without personal liability, by an officer of the Administrator, certifying as to the Non-Cash Working Capital at Closing, which certificate shall set forth in reasonable detail the calculation of Current Assets and Current Liabilities, and shall be in form and substance satisfactory to Purchaser, acting reasonably;
- (xiii) an opinion of counsel to the Arriscraft Group addressing the matters set out in the attached Exhibit C;
- (xiv) a pay-off letter from: (a) The Bank of Nova Scotia, as administrative agent for the lenders under the Senior Credit Facility, setting forth, as of the Closing, the amount of Indebtedness under the Senior Credit Facility and including a consent to repay the Debenture at Closing and a confirmation from The Bank of Nova Scotia, that upon the Senior Credit Facility being paid in full, 2079191 Ontario Inc. is released from all subordination or other obligations it has with the lenders in respect of the Senior Credit Facility and other related documents; (b) Wachovia setting forth, as of the Closing, the amount of Indebtedness under the Wachovia Credit Facility and including a consent to repay the Debenture at Closing and a confirmation from Wachovia, that upon the Wachovia Credit Facility being paid in full, 2079191 Ontario Inc. is released from all subordination or other obligations it has with Wachovia in respect of the Wachovia Credit Facility, the Wachovia Reimbursement Agreement and other related documents; (c) the Trustee (as defined in the Indenture), setting forth, as of the Closing, the amount of Indebtedness under the Georgia Lease, the Wachovia Reimbursement Agreement, the Wachovia Promissory Note and any other Indebtedness relating to the Crawford County Bonds, and (d) 2079191 Ontario Inc. setting forth, as of the Closing, the amount of Indebtedness under the Debenture, in each case in form and substance satisfactory to Purchaser, acting reasonably;
- (xv) evidence of termination of the employment agreements between Arriscraft LP and each of David Boles and Randy Henderson, including releases but providing for continuation of the employee's non-competition covenants, in form and substance satisfactory to the Purchaser, acting reasonably;
- (xvi) a short-term employment agreement between Arriscraft LP and David Boles, in form and substance satisfactory to the Purchaser, acting reasonably (the "Boles Employment Agreement");
- (xvii) an amendment to the Affiliated Entities Trademark License Agreement terminating the rights of all entities thereunder other than the Acquired Entities (other than the right of Licensees thereunder (other than the Acquired Entities) to continue to use the word "Arriscraft" in or as part of its legal

name for a period of one year following Closing), in form and substance satisfactory to the Purchaser, acting reasonably (the "Trademark License Agreement Amendment");

- (xviii) an amendment to the Limited Partnership Agreement to (a) amend the allocations and other necessary sections to treat the Closing as a notional year-end and to ensure that all taxable income attributable to periods prior to Closing will be allocated to the partners of the Partnership immediately prior to Closing, and (b) amend the distribution and other necessary sections to ensure that no distributions (tax or otherwise) will be made post-Closing to the partners of the Partnership immediately prior to Closing, in form and substance satisfactory to the Purchaser, acting reasonably (the "Partnership Agreement Amendment");
 - (xix) the registrable transfer deeds or deeds of sale referred to in Section 4.7 in form and substance satisfactory to the Purchaser, acting reasonably;
 - (xx) evidence of termination of the Administration Agreement, the Exchange Agreement, the Debenture Exchange Agreement and the Long Term Incentive Plan effective immediately prior to Closing, in form and substance satisfactory to the Purchaser, acting reasonably; and
 - (xxi) the Powers of Attorney referred to in Section 8.6 in form and substance satisfactory to the Purchaser, acting reasonably;
 - (xxii) evidence of the Tail Coverage described in Section 9.1(m) in form and substance satisfactory to the Purchaser, acting reasonably.
- (b) At the Closing, the Purchaser shall deliver, or cause to be delivered, to Sellers:
- (i) the Purchase Price by electronic transfer of funds to an account or accounts designated by the Sellers prior to Closing;
 - (ii) the certificates described in Section 9.2(c) and Section 9.2(d); and
 - (iii) a secretary's certificate with incumbency for Purchaser, in form and substance satisfactory to the Sellers acting reasonably;
 - (iv) the indemnification agreement referred to in Section 4.7; and
 - (v) an opinion of counsel to the Purchaser addressing the matters set out in attached Exhibit D.

11.14 Specific Performance and other Equitable Rights

Subject to Section 7.2, each of General Shale and Purchaser, on the one hand, and the Fund, the Sellers, Canada Holdings and Arriscraft LP, on the other hand, recognizes and acknowledges that a breach by it of any of its covenants or other commitments contained in this Agreement will cause the other Parties to sustain injury for which it would not have an adequate remedy at law for money damages. Therefore, each of the Parties agrees that, in the event of any such breach, the aggrieved Party shall be entitled to the remedy of specific performance of such covenants or other commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the Parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

11.15 No Personal Liability of Sellers' Trustees

Each of the parties hereto acknowledges that the Administrator is entering into this agreement solely in its capacity as administrator of the Fund and the Trust, and that the obligations or liabilities (including those arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, if any, including without limitation, claims based on negligence or otherwise tortious behaviour) of the Administrator or of the trustees, managers, officers or employees of the Fund and the Trust hereunder will not be binding upon, nor will resort be had to the property of, any of the holders of units of the Fund and the Trust or any annuitant under a plan of which a holder of units is a trustee or carrier (an "annuitant"). The obligations or liabilities, if any, of the Administrator, trustees, managers, officers or employees of the Fund and the Trust hereunder shall be satisfied only out of the property of the Fund and the Trust, and no resort may be had to the property of any trustee, manager, officer or employee of such trust. The provisions of this paragraph shall enure to the benefit of the heirs, successors, assigns and personal representatives of the trustees, managers, officers or employees of the Fund and the Trust and of the holders of units and annuitants and, to the extent necessary to provide effective enforcement of such provisions, the trustees of the Fund and the Trust are hereby acknowledged to be acting, and shall be entitled to act as, trustees for the holders of units and annuitants.

11.16 Currency

All sums of money referred to in this Agreement shall mean Canadian Dollars.

[Signature Page Follow]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or caused this Agreement to be executed on its behalf by its duly authorized officer or representative, all as of the day and year first above written.

ARRISCRAFT INTERNATIONAL INCOME FUND,
by its Administrator

By:  _____

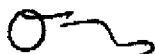
ARRISCRAFT INTERNATIONAL OPERATING TRUST,
by its Administrator

By:  _____


ARRISCRAFT GENERAL PARTNER TRUST
by its Trustee

By:  _____


ARRISCRAFT INTERNATIONAL HOLDINGS (CANADA) INC.

By:  _____
Name: DAVID BOLES
Title: PRESIDENT / CEO

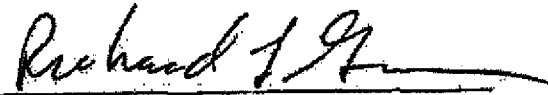
ARRISCRAFT INTERNATIONAL LIMITED PARTNERSHIP,
by its General Partner, by its Trustee

By:  _____
Name: DAVID BOLES
Title: PRESIDENT / CEO

GENERAL SHALE BRICK, INC.

By: 
Richard L. Green
President and Chief Executive Officer

2135504 ONTARIO INC.

By: 
Richard L. Green
President and Chief Executive Officer