

09-12-2003

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To the Honorable Commissioner

record the attached original documents of

FRANKE SECTION

1. Name of conveying party(ies): 9-9-03
SNS/Assure Corp.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: 3663833 Canada Inc. (a corporation based on the laws of Canada)
Internal Address:

3. Nature of conveyance:
 Assignment dated Merger
 Security Agreement Change of Name
 Other – Resolution approving Asset Transfer Agreement with Asset Transfer Agreement attached
Execution Date: October 1, 1999

Street Address: 5090 Orbitor Drive
City: Mississauga State: Ontario
Country: Canada ZIP: L4W 5B5
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)
If this document is being filed together with a new application, the execution date of the application is _____
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1737819
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Monica B. Richman, Esq.
BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41):..... \$ 40.00
 Check enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 502312
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document
Monica B. Richman, Esq. August 28, 2003 Monica B. Richman
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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REEL: 002823 FRAME: 0076

3663833 CANADA INC.

The undersigned, being the sole director of 3663833 CANADA INC. (the "Corporation"), pursuant to subsection 117(1) of the *Canada Business Corporations Act* (the "Act"), by his signature hereby passes the following resolution:

TRANSFER OF THE SNS/ASSURE CORP. OPEN IMAGE ASSETS

WHEREAS the Corporation and SNS/Assure Corp. ("SNS") propose to enter into an agreement (the "Asset Transfer Agreement") substantially in the form and on the terms of the draft agreement (the "Draft Asset Transfer Agreement") annexed hereto as Schedule A, pursuant to which SNS will transfer to the Corporation all property, assets or rights (tangible or intangible) of every nature and kind wheresoever situated, used solely in connection with the Open Image line of business of SNS (the "Open Image Assets");

AND WHEREAS the transfer price for the Open Image Assets will be satisfied by the issuance by the Corporation to SNS of 100 fully-paid and non-assessable common shares of the Corporation;

AND WHEREAS SNS is, upon the transfer of the Open Image Assets to the Corporation, entitled to have issued to it pursuant to the Asset Transfer Agreement 100 common shares of the Corporation;

AND WHEREAS subsections 120(1) and (5) of the Act provide that a director or officer of a corporation who

- (a) is a party to a material contract or proposed material contract with the corporation; or

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- (b) is a director or an officer of or has a material interest in any person who is a party to a material contract or proposed material contract with the corporation,

shall disclose in writing to the corporation or request to have entered in the minutes of meetings of directors the nature and extent of his interest, and shall not vote on any resolution to approve the contract or transaction unless the contract is, among other things, one with an affiliate;

AND WHEREAS George Blake being a director and officer of the Corporation, has delivered a general notice of interest, pursuant to the Act, disclosing that he is a director and officer of SNS and is to be regarded as interested in any contract made or to be made with SNS;

AND WHEREAS the Corporation and SNS are affiliates (as defined in the Act);

NOW THEREFORE BE IT RESOLVED THAT

1. the acquisition by the Corporation of the Open Image Assets be and the same is hereby approved and authorized;
2. the Corporation be and it is hereby authorized to enter into, execute, deliver and perform its obligations under the Asset Transfer Agreement, substantially in the form and on the terms of the Draft Asset Transfer Agreement, with such amendments and additions thereto and deletions therefrom as any officer or director executing the same on behalf of the Corporation in accordance with the provisions of this resolution may, in his absolute discretion, determine to be necessary, proper or advisable, such determination to be conclusively evidenced by such officer's or director's execution of the Asset Transfer Agreement;
3. any officer or director of the Corporation be and is hereby authorized and directed to execute (whether under the corporate seal of the Corporation or otherwise) and deliver for, on behalf and in the name of the Corporation the Asset Transfer Agreement substantially in the form and on the terms of the Draft Asset Transfer Agreement, with such amendments and additions thereto and deletions therefrom as such officer or director in his absolute discretion may determine to be necessary, proper or advisable, such determination to be conclusively evidenced by such officer's or director's execution of the Asset Transfer Agreement;
4. subject to the transfer to the Corporation of the Open Image assets, 100 common shares of the Corporation be and the same are hereby issued to SNS;

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ASSURE HEALTH INC.
H & E

TEL: 905 602 9950

P. 004/004

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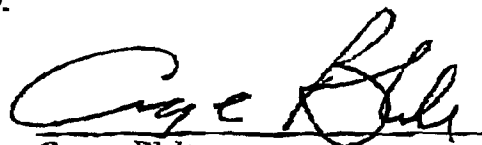
5. the director of the Corporation hereby determines that the consideration for the issuance of the said 100 common shares of the Corporation to SNS shall be the Open Image Assets and it is hereby expressly determined that Open Image Assets are not less in value than the fair equivalent of the money that the Corporation would have received if the shares had been issued for money.

6. there shall be added to the stated capital account maintained by the Corporation for its common shares in respect of the 100 common shares hereby issued the amount determined as the lesser of the cost amount and the fair market value of the Open Image Assets, and the amount by which the fair market value exceeds the said cost amount shall be added to such surplus account of the Corporation as shall be specified by the directors, subject to the approval of the auditors of the Corporation;

7. upon the Open Image Assets having been duly transferred into the name of the Corporation and the Corporation accordingly having received the consideration for the issuance of the said 100 common shares, it is hereby directed that a certificate representing the said 100 common shares be issued to SNS; and

8. any officer or director be and is hereby authorized and directed, for and in the name of and on behalf of the Corporation, to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such further agreements, instruments, amendments, certificates and other documents and to do all such other acts or things as such officer and director may determine to be necessary or advisable in connection with the transactions contemplated by the foregoing resolution, the execution of any such agreement, instrument, amendment, certificate or other document or the doing of any such other act or thing being conclusive evidence of such determination.

DATED as of the 1st day of October, 1999.


George Blake

Doc#: 459343.1

SCHEDULE A

Draft Asset Transfer Agreement

Doc #: 659343.1

ASSET TRANSFER AGREEMENT

SNS/ASSURE CORP.

("Transferor")

AND

3663833 Canada Inc.

("Transferee")

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ASSET TRANSFER AGREEMENT

MEMORANDUM OF AGREEMENT made at Mississauga as of the 1st day of October, 1999,

BY AND BETWEEN:

SNS/ASSURE CORP., a corporation amalgamated under the laws of Canada, with its registered office at 620-330 St Mary Avenue, Winnipeg, Manitoba R3C 3Z5

(the "Transferor"),

AND:

3663833 Canada Inc., a corporation incorporated under the laws of Canada, with its head office at 5090 Orbitor Drive, Mississauga, Ontario L4W 5B5

(the "Transferee").

WHEREAS the Transferee is a wholly-owned subsidiary of the Transferor;

AND WHEREAS the Transferor has agreed to, transfer and assign to the Transferee all property, assets or rights (tangible or intangible) of every nature and kind and wheresoever situated, used solely in connection with the Open Image line of business (the "Business") of the Transferor, including, without limitations, all machinery, equipment, furniture, accessories and supplies of all kinds, all inventories, all accounts, merchandise, notes receivable and other debts due or accruing to the Transferor solely in connection with the Business, all of the rights, title and interest of the Transferor or its subsidiaries in and to the benefit of all leases relating solely to the Business, all of the rights, title and interest of the Transferor or its subsidiaries in and to all the contracts, agreements, licenses, commitments of any nature, written or oral, relating solely to the Business, all of the rights, title and interest of the Transferor or its subsidiaries in any trade marks, trade names, business names, brand names, service marks, computer software or programs (in both source code and object code form), copyrights, including any performing, author or moral rights, designs, inventions, patents, franchises, formulae, processes, know-how, technology and related goodwill, any applications, registrations, issued patents, continuations in part, divisional applications or analogous rights or license rights therefor, and other intellectual or industrial property of the Transferor or its subsidiaries relating solely to the Business, and all prepaid expenses, purchased software and deferred development costs and all material related thereto (collectively the "Transferred Assets").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants herein contained, it is agreed by and between the Parties as follows:

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**ARTICLE I
INTERPRETATION**

1.1 **Definitions.** Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- (a) **"Agreement"** shall mean this Asset Transfer Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"** and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other subdivision; **"Article"**, **"Section"**, **"Subsection"** or other subdivision of this Agreement means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement.
- (b) **"Effective Date"** shall mean October 1, 1999.
- (c) **"Laws"** shall mean:
- (i) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by-laws, whether domestic, foreign or international;
 - (ii) all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any governmental authority or body; and
 - (iii) all policies, practices and guidelines of any governmental authority or body which, although not actually having the force of law, are considered by such governmental authority or body as requiring compliance as if having the force of law,
- in each case binding on or affecting the Party or Person referred to in the context in which such word is used,
- (d) **"Parties"** shall mean the Transferor and the Transferee; and **"Party"** shall mean either one of them as the context may require.
- (e) **"Person"** shall mean an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning.
- (f) **"Transferred Assets"** shall have the meaning set out in the preamble to this Agreement, the whole as more fully described in Schedule A attached hereto.
- (g) **"Transferee Shares"** shall mean the one hundred (100) common shares in the share capital of the Transferee issued to the Transferor pursuant hereto as fully paid and non-assessable.

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**ARTICLE II
TRANSFER**

2.1 Transfer. Upon and subject to the terms and conditions hereof, the Transferor hereby, assigns, conveys and transfers to the Transferee, and the Transferee hereby acquires from the Transferor, with effect as of the Effective Date and for 100 common shares of the Transferee as described in Article III, all of the Transferor's right, title and interest in and to the Transferred Assets.

2.2 Instruments of Conveyance. In order to effect more fully and completely the assignment, conveyance and transfer of the Transferred Assets pursuant to the terms and conditions hereof, the Transferor shall deliver to the Transferee such bills of sale, deeds of sale, assignments and instruments of conveyance as requested by the Transferee, acting reasonably, to permit the assignment, transfer and conveyance from the Transferor to the Transferee and the acquisition by the Transferee from the Transferor of all right, title and interest in, to and under the Transferred Assets, the whole with effect as of the Effective Date.

2.3 Consent to Assignments. The Transferor shall use commercially reasonable efforts to obtain all third party consents necessary for the assignment, transfer and conveyance by the Transferor to the Transferee of the Transferred Assets. The Transferee shall cooperate in obtaining such consents. If any Person whose consent is required does not consent to the assignment, transfer and conveyance of a Transferred Asset from the Transferor to the Transferee, then the Transferor shall, to the extent permitted by Law, carry out and comply with the terms and provisions of any contractual obligations related to the Transferred Assets as agent for the Transferee at the Transferor's expense and for the Transferee's exclusive benefit.

**ARTICLE III
CONSIDERATION**

3.1 Consideration. The consideration for the Transferred Assets shall be as per section 3.2.

3.2 Payment and Satisfaction of the Consideration. As full and final consideration for the Transferred Assets, the Transferee agrees, with effect as of the Effective Date:

- (a) to assume, discharge, satisfy, perform and fulfill in a timely manner, strictly in accordance with their terms, all liabilities and obligations of the Transferor with respect to the Transferred Assets (the "Assumed Liabilities"), including, but without limiting the generality of the foregoing, (i) all obligations and liabilities of the Transferor existing on or after the Effective Date under contracts, encumbrances, licenses, permits, approvals, consents, registrations, certificates and other authorizations, (ii) all the current liabilities of the Transferor incurred in the ordinary course of business and (iii) all liabilities of the Transferor entered into in the ordinary course of business and relating to unfilled orders or forward commitments by or to the Transferor for Transferred Assets; and

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- (b) to issue to the Transferor the Transferee Shares, receipt of a share certificate representing the Transferee Shares being hereby acknowledged by the Transferor.

3.3 Allocation of Consideration. The Transferor and the Transferee agree to allocate the consideration among the Transferred Assets in accordance with Schedule B attached hereto and to report the transfer of the Transferred Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

3.4 Tax Matters.

- (a) **§85(1) Elections.** The Transferor and the Transferee hereby agree to elect jointly under subsection 85(1) of the *Income Tax Act* (Canada), in the prescribed form and within the prescribed time for purposes of the *Income Tax Act* (Canada) and under the corresponding provisions of any applicable provincial statute, and shall therein agree with respect to the transfer of each property included in each of the categories of the Transferred Assets described below that the elected amount for purposes of subsection 85(1) of the *Income Tax Act* (Canada) (the "Elected Amount") set opposite the relevant category shall be the Transferor's proceeds of disposition and the Transferee's cost of acquiring that property provided, however, that if the Elected Amount as determined above for any such property would otherwise be less than \$1, the Elected Amount of such property shall be \$1.

Category of Transferred Assets

Depreciable capital property of a prescribed class for the purposes of the *Income Tax Act* (Canada) and the regulations thereunder.

Elected Amount

For each such property of a prescribed class, the greater of:

- (i) the Assumed Liabilities assumed by the Transferee as consideration in respect of such property;

and the lesser of:

- (ii) the cost thereof to the Transferor; and
 (iii) the undepreciated capital cost (as defined in the *Income Tax Act* (Canada)) to the Transferor of all property of that prescribed class immediately before the disposition of that property;

Eligible capital property

For each such property, the greater of:

- (i) the Assumed Liabilities assumed by the Transferee as consideration in respect of such

property;

and the lesser of:

- (ii) the cost thereof to the Transferor; and
- (iii) four-thirds of the Transferor's cumulative eligible capital (as defined in the *Income Tax Act* (Canada)) in respect of the Business immediately before the time of transfer.

Capital property (other than depreciable property), inventory and prepaid expenses

For each such property, the greater of:

- (i) the Assumed Liabilities assumed by the Transferee as consideration in respect of such property; and
- (ii) the cost amount thereof to the Transferor at the time of transfer.

- (b) **Adjustments to Elected Amount.** If at any time the Minister of National Revenue, or any other competent taxing authority, should make or propose to make any assessment or reassessment of income tax, or any other tax, determining, directly or indirectly, that the tax attributes (including, without limiting the generality of the foregoing, the adjusted cost base and the undepreciated capital cost) of the Transferred Assets are different than the tax attributes used to establish the elected amount for purposes of Section 3.4(a) and such determination has an impact on the agreed amount determined pursuant to Section 3.4(a), then the Parties agree that they will make such necessary adjustments to any election forms filed pursuant to Section 3.4 (a) so that the elected amount for purposes of such elections is adjusted accordingly.
- (c) **Receivables Election.** The Transferee and the Transferor shall jointly elect in prescribed form to have Section 22 of the *Income Tax Act* (Canada) and the corresponding provisions of any applicable provincial statute apply with respect to the transfer of trade accounts receivable from the Transferor. The Transferee and the Transferor shall cooperate fully in the joint filing of the aforesaid election as required by the *Income Tax Act* (Canada) and the corresponding provisions of any applicable provincial statute.
- (d) **Deferred Revenue Election.** The Transferee and the transferor shall jointly elect to have subsection 20(24) of the *Income Tax Act* (Canada) and the corresponding provisions of any applicable provincial statute apply with respect to any deferred revenue obligations of the Transferor assumed by the Transferee.

- (e) **Goods and Services Tax Election.** The Transferor and Transferee shall jointly execute an election under Section 156 of the *Excise Tax Act* (Canada) in the form prescribed for such purposes so that the assignment of the Transferred Assets by the Transferor will take place without payment of any Goods and Services Tax ("GST"). The election will be kept in the Transferor's files and a copy of such election will be transmitted to the Transferee.
- (f) **Transfer Taxes.** The Transferee shall be liable and shall pay all land transfer taxes, sales taxes, registration fees or other like charges properly payable upon and in connection with the assignment, conveyance and transfer of the Transferred Assets from the Transferor to the Transferee hereunder.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of the Transferor.** The Transferor represents and warrants to the Transferee as follows and acknowledges that the Transferee is relying upon such representations and warranties in connection with the transfer by the Transferee of the Transferred Assets and that the Transferee would not have entered into this Agreement without such representations and warranties:

- (a) **Due Incorporation.** The Transferor:
- (i) is duly amalgamated, validly in existence and in good standing under the laws of its jurisdiction of incorporation; and
 - (ii) has all necessary corporate power and authority to own, lease and operate the Transferred Assets and to conduct its business as and in the places where such Transferred Assets are now owned, leased or operated or such business is now conducted.
- (b) **Due Authorization.** The Transferor has the necessary corporate power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by the Transferor and the performance by the Transferor of its obligations hereunder has been duly authorized by all necessary actions on its part. Such execution and performance by the Transferor does not require any action or consent of, any registration with, or notification to, any Person, or any action or consent under any Laws to which the Transferor is subject.
- (c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of the Transferor enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (d) **No Conflict.** The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by the Transferor of its

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obligations hereunder and the compliance by the Transferor with this Agreement do not and will not:

- (i) violate, contravene or breach, or constitute a default under, the constating instruments or by-laws of the Transferor;
 - (ii) result in, or require the creation of any lien, hypothec, mortgage, pledge, charge trust, prior claim, security interest, adverse claim or other encumbrance or right of others of any nature or kind, whatsoever or howsoever arising (individually, a "Lien" and collectively, "Liens"), upon any of the Transferred Assets; or
 - (iii) violate, contravene or breach in any material respect any Laws.
- (e) **Title to Assets.** The Transferor is the sole and unconditional owner of, and hereby transfers to the Transferee good and valid title to the Transferred Assets, free and clear of Liens except for those disclosed in Schedule C attached hereto.
- (f) **Resident.** The Transferor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- (g) **G.S.T. Registration.** The Transferor is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada).

4.2 **Representations and Warranties of the Transferee.** The Transferee represents and warrants to the Transferor as follows and acknowledges that the Transferor is relying upon such representations and warranties in connection with the transfer by the Transferor of the Transferred Assets and that the Transferor would not have entered into this Agreement without such representations and warranties:

- (a) **Due Incorporation.** The Transferee is duly incorporated, validly in existence and in good standing under the laws of its jurisdiction of incorporation.
- (b) **Due Authorization.** The Transferee has the necessary corporate power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by the Transferee and the performance by the Transferee of its obligations hereunder have been duly authorized by all necessary corporate actions on its part. Such execution and performance by the Transferee does not require any action or consent of, any registration with, or notification to, any Person, or any action or consent under any Laws to which the Transferee is subject.
- (c) **Enforceability.** This Agreement constitutes a legal, valid and binding obligation of the Transferee, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (d) **No Conflict.** The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by the Transferee of its obligations hereunder and the compliance by the Transferee with this Agreement do

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not violate, contravene or breach, or constitute a default under, the constating instruments or by-laws of the Transferee.

- (e) G.S.T. Registration. The Transferee is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada).

ARTICLE V MISCELLANEOUS

5.1 Further Assurances. Each Party upon the request of the other, whether at or after the Effective Date, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.

5.2 Successors in Interest. This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns. Either Party may assign this Agreement and the obligations hereunder to any Person, provided, however, that such assignment shall not relieve the assigning Party of its obligations hereunder.

5.3 Notices. Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by telex, telecopier or similar telecommunications device and addressed as follows:

- (a) in the case of the Transferor, to it at:

SNS/ASSURE CORP.
5090 Orbitor Drive
Mississauga, Ontario
L4W 5B5

Attention: President
Telecopier: (905) 238-6536

- (b) in the case of the Transferee, to it at:

3663833 Canada Inc.
5090 Explorer Drive
Mississauga, Ontario
L4W 4X6

Attention: President

Telecopier: (905) 602-9950

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by telecopier or similar telecommunications device on the business day next following receipt of such transmission or, if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a business day then it shall be deemed to have been delivered and received on the business day next following such delivery. Either Party may change its address for service by notice delivered as aforesaid.

5.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

5.5 **Severability.** Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed herefrom and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall (a) be severed from any illegal, invalid or unenforceable Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement, and (b) otherwise remain in full force and effect.

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

5.7 **Entire Agreement.** This Agreement, including the Schedules and any documents to be delivered pursuant hereto, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions of the Parties.

5.8 **Gender.** Any reference in this Agreement to any gender shall include both genders and the neuter, and words herein importing the singular number only shall include the plural and *vice versa*.

5.9 **Currency.** All of the dollar amounts mentioned in this Agreement or in the Schedules annexed hereto shall be in Canadian funds, unless otherwise specifically denominated.

5.10 **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

5.11 **Amendment.** No amendment shall be binding unless expressly provided in an instrument duly executed by the Parties.

5.12 **Waiver.** No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or

not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the Parties to be bound thereby.

5.13 **Preamble.** The preamble hereto is incorporated herein by reference and deemed to be part of this Agreement.

5.14 **Language.** The Parties have requested that this Agreement and all related documents be drafted in the English language. *Les parties ont demandé que cette convention et tous les documents y afférents soient rédigés en langue anglaise.*

5.15 **United States' Internal Revenue Code.** The transfer and assignment of the Transferred Assets pursuant to this Agreement is intended to qualify as a tax-free transfer under the United States' Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SNS/ASSURE CORP.

Per:

Allan P. Cantor
Senior Vice President and
General Partner

3663833 Canada Inc.

Per:

George Blake
President & Secretary

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SCHEDULE A
Transferred Assets

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SCHEDULE B

Allocation of Consideration

TO BE DETERMINED

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SCHEDULE C
Charges and Hypothecs

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