

FIRST: The parties of the first and second parts agree to procure at once the incorporation of a Company under the laws of the Province of Ontario, to be called "The Company, Limited," or such other name as the Provincial Secretary will permit, which shall have a capital stock of dollars (\$), dollars (\$) of which shall be preference stock, and dollars (\$) of which shall be ordinary or common stock.

SECOND: The parties of the first part agree to sell and convey to the said new corporation, when formed, such of their lands as can be used for the purposes of a or works, and, together, with its factory, plant and tools at , Canada, also other lands and plant at , Canada, of about () acres, and their interest in the leasehold factory now controlled by them in , all of which plants are to be in good working condition, and all their interest in any patent rights, trade marks, brands, etc., which they hold or control, in connection with their business; and also to deliver to said corporation and goods in process of manufacture and supplies at cost, or cash, to the extent of dollars (\$), for which property and cash it is agreed that the parties of the first part are to receive from the new corporation, when formed, full paid non-assessable preference stock to the amount of dollars (\$), and full paid non-assessable ordinary or common stock to the amount of dollars (\$).

THIRD: The parties of the second part agree that "The Company" will complete their works at , Canada, and have them in full operating condition, capable of producing not less than of completed per day, with all the necessary engine power, storage capacity complete for carrying on the business as to buildings, plants and tools; and that "The Company" will sell and convey such plant so completed to the new corporation about to be formed the said plant so completed and all their lands, deposits, leasehold and other properties in connection with their plant, and will also deliver to the said new corporation and goods in process of manufacture and supplies at cost, or cash, to the extent of dollars (\$), for which property and cash it is agreed that the parties of the second part are to receive from the new corporation, when formed, full paid non-assessable preference stock