

INTERTAPE POLYMER GROUP INC  
Form S-8  
July 05, 2006

As filed with the Securities and Exchange Commission on July 5, 2006

**Registration No.** \_\_\_\_\_

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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**FORM S-8**  
**REGISTRATION STATEMENT**  
**Under the Securities Act of 1933**

**INTERTAPE POLYMER GROUP INC.**  
(exact name of registrant as specified in its charter)

**Canada**

**None**

(State or other jurisdiction

(I.R.S. Employer

of incorporation or organization)

Identification No.)

**9999 Cavendish Boulevard, Suite 200**

**Ville St. Laurent, Quebec, Canada H4M 2X5**

(Address of Principal Executive Offices, including Zip Code)

**Amended Executive Stock Option Plan**

(Full title of the plan)

**Burgess H. Hildreth**

**Intertape Polymer Group Inc.**

**3647 Cortez Road West**

**Bradenton, Florida 34210**

(Name and address of agent for service)

**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be registered (1)</b>	<b>Proposed maximum offering price per share</b>	<b>Proposed maximum aggregate offering price</b>	<b>Amount of registration fee</b>
Common Shares, no par value approved for issuance under the Amended Executive Stock Option Plan	732,877	\$6.79(2)	\$4,976,234.83	\$532.46

(1)

This Registration Statement covers an aggregate of 732,877 shares of Common Stock of Intertape Polymer Group Inc. to be issued under its Amended Executive Stock Option Plan.

(2)

Estimated in accordance with Rule 457(h) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee. The computation is based upon the average of the high and low prices of the Common Shares of Intertape Polymer Group Inc. as reported on the New York Stock Exchange on June 30, 2006.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1: Plan Information

The documents containing the information specified in this Part I will be sent or given to employees eligible to participate in the Amended Executive Stock Option Plan as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the Securities Act ). These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2: Registrant Information and Employee Plan Annual Information

Intertape Polymer Group Inc. will provide a written statement to participants in the Amended Executive Stock Option Plan, advising them of the availability without charge, upon written or oral request, copies of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, which documents are incorporated by reference in the Section 10(a) prospectus, as well as copies of other documents required to be delivered to employees pursuant to Rule 428(b) of the Securities Act. Requests should be directed to Burgess H. Hildreth, Intertape Polymer Group Inc., 3647 Cortez Road West, Bradenton, Florida 34210. Intertape Polymer Group Inc.'s telephone number is 877-318-5752.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3: Incorporation of Certain Documents by Reference

Intertape Polymer Group Inc. hereby incorporates by reference in this Registration Statement the following documents filed by it with the Securities and Exchange Commission (the "Commission"):

(1)

Annual Report on Form 40-F for the fiscal year ended December 31, 2005 filed March 31, 2006.

(2)

The description of Intertape Polymer Group Inc. s common shares contained in Form 8-A filed November 13, 1991, File No. 001-10928, including any amendment or report updating this description.

(3)

2006 First Quarterly Report on Form 6-K filed May 10, 2006.

(4)

Reports on Form 6-K filed May 1, 2006, May 4, 2006, May 5, 2006, May 9, 2006, May 17, 2006, May 25, 2006, and June 14, 2006.

3

(5)

All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, since the end of the fiscal year covered by Intertape Polymer Group Inc. s annual report referenced in (1) above.

All documents subsequently filed by Intertape Polymer Group Inc. pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered under the Amended Executive Stock Option Plan have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4: Description of Securities

Not applicable.

Item 5: Interests of Named Experts and Counsel

None of the following experts or counsel has, nor shall any of them receive, any interest that would require disclosure in this Registration Statement.

Certain legal matters relating to Canadian law will be passed upon for Intertape Polymer Group Inc. by Stikeman Elliott LLP, Montreal, Quebec, Canada. Michael L. Richards, a Director of Intertape Polymer Group Inc., is a senior partner in the law firm of Stikeman Elliott LLP.

The financial statements and the related financial statement schedules included in or incorporated by reference in this Registration Statement, to the extent and for the periods indicated in their reports, have been audited by Raymond Chabot Grant Thornton, LLP, independent chartered accountants, Montreal, Quebec, Canada.

Item 6: Indemnification of Directors and Officers

Under the Canada Business Corporations Act, Intertape Polymer Group Inc. may indemnify its present or former directors or officers or other persons who act or acted at Intertape Polymer Group Inc. s request as a director or officer, or a person acting in a similar capacity, of another entity, against all costs, charges and expenses, including an

amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal, investigative or other proceeding in which he or she is involved because of his or her association with Intertape Polymer Group Inc. or such other entity, and provided that he or she acted honestly and in good faith with a view to Intertape Polymer Group Inc. s best interests or, as the case may be, to the best interests of the other entity for which he or she acted as a director or officer or in a similar capacity at Intertape Polymer Group Inc. s request, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, if he or she had reasonable grounds for believing that his or her conduct was lawful. Intertape Polymer Group Inc. may, with the approval of a court, indemnify the foregoing persons in respect of an action by or on behalf of Intertape Polymer Group Inc. or other entity to procure a judgment in its favor, to which the person is made a party because of the person s association with Intertape Polymer Group Inc. or other entity, as described above, against all costs, charges and expenses reasonably incurred by the person in connection with such action, subject to certain conditions being fulfilled to the satisfaction of the court. Notwithstanding the foregoing, present or former directors or officers of Intertape Polymer Group Inc., or other persons who act or acted at Intertape Polymer Group Inc. s request as a director or officer, or a person acting in a similar capacity, of another entity, are entitled to indemnification from Intertape Polymer Group Inc. in respect of all costs, charges and expenses reasonably incurred by such person in connection with the defense of any civil, criminal, administrative, investigative or other proceeding to which the person is subject because of the person s association with Intertape Polymer Group Inc. or other entity as described above, if the person seeking indemnification was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the person ought to have done, and provided that the person acted honestly and in good faith with a view to Intertape Polymer Group Inc. s best interests or, as the case may be, to the best interests of the other entity for which the person acted as a director or officer or in a similar capacity at Intertape Polymer Group Inc. s request, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, if the person had reasonable grounds for believing that his or her conduct was lawful.

The by-laws of Intertape Polymer Group Inc. provide that, except in respect of an action by or on behalf of Intertape Polymer Group Inc. or another body corporate, and subject to the limitations contained in the Canada Business Corporations Act, Intertape Polymer Group Inc. shall indemnify each director and officer of Intertape Polymer Group Inc. and each former director and officer of Intertape Polymer Group Inc. and each person who acts or acted at Intertape Polymer Group Inc. s request as a director or officer of another body corporate and any person who acts or acted in a similar capacity of another body corporate, and his heirs and legal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal, administrative, investigative or other proceeding to which he or she is involved because of that association with Intertape Polymer Group Inc. or another body corporate, as the case may be, if (i) he or she acted honestly and in good faith with a view to the best interests of Intertape Polymer Group Inc. or, as the case may be, to the best interests of another body



corporate for which he or she acted as a director or officer or in a similar capacity at Intertape Polymer Group Inc. s request, and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful. Intertape Polymer Group Inc. may also indemnify such person in such other circumstances as the Canada Business Corporation Act or law permits or requires. The by-laws do not limit the right of any person entitled to indemnification to claim indemnity apart from the provisions of the by-laws.

A directors and officers liability insurance policy is maintained by Intertape Polymer Group Inc., which insures directors and officers for losses as a result of claims against the directors and officers of Intertape Polymer Group Inc. in their capacity as directors and officers and also reimburses Intertape Polymer Group Inc. for payments made pursuant to the indemnity provisions under the Canada Business Corporation Act and the By-Laws of Intertape Polymer Group Inc.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, Intertape Polymer Group Inc. has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against United States public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable in the United States. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

Item 7: Exemption from Registration Claimed

Not applicable.

Item 8: Exhibits

Exhibit

Number

Document Description

4.1

Amended Executive Stock Option Plan

5.1

Opinion of Stikeman Elliott LLP regarding legality of securities being registered

23.1

Consent of Counsel (Contained in Exhibit 5.1)

23.2

Consent of Independent Chartered Accountants

24.1

Power of Attorney (included on Signature Page of this

6

Registration Statement)

Item 9. Undertakings

(a)

The undersigned, Intertape Polymer Group Inc., hereby undertakes:

(1)

To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i)

To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii)

To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the high or low end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective Registration Statement; and

(iii)

To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Paragraphs 1(i) and 1(ii) above do not apply, however, if the information required to be included in a post-effective amendment by this paragraph is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2)

That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3)

To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b)

Filings Incorporating Subsequent Exchange Act Documents by Reference. The undersigned, Intertape Polymer Group Inc., hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's

7

annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c)

Incorporated Annual and Quarterly Reports. The undersigned, Intertape Polymer Group Inc., hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(d)

Indemnification for Liabilities. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of Intertape Polymer Group Inc., pursuant to the foregoing provisions, or otherwise, Intertape Polymer Group Inc. has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Intertape Polymer Group Inc. of expenses incurred or paid by a director, officer or controlling person of Intertape Polymer Group Inc. in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, Intertape Polymer Group Inc. will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, Intertape Polymer Group Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bradenton, State of Florida, on June 2, 2006.

INTERTAPE POLYMER GROUP INC.

(Registrant)

By: /s/ Andrew M. Archibald

Name:

Andrew M. Archibald, C.A.

Title:

Chief Financial Officer and Secretary

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

**POWER OF ATTORNEY**

Each person whose signature appears below constitutes and appoints Andrew M. Archibald or H. Dale McSween and each of them, as his true and lawful attorney-in-fact, with the power of substitution, for him in any and all capacities, to sign in the name and on behalf of such person individually and in the capacities stated below, any amendments to this Registration Statement, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may do or cause to be done by virtue hereof.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Melbourne F. Yull</u> Melbourne F. Yull	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	June 2, 2006
<u>/s/ Andrew M. Archibald</u> Andrew M. Archibald, C.A.	Chief Financial Officer and Secretary (Principal Financial Officer)	June 2, 2006
<u>/s/ Victor DiTommaso</u> Victor DiTommaso, CPA	Vice President, Finance (Chief Accounting Officer)	June 2, 2006

/s/ Michael L. Richards

Director

June 30, 2006

Michael L. Richards

/s/ Ben J. Davenport, Jr.

Director

June 7, 2006

Ben J. Davenport, Jr.

/s/ L. Robbie Shaw

Director

June 5, 2006

L. Robbie Shaw



/s/ Gordon R. Cunningham Director June 5, 2006

Gordon R. Cunningham

/s/ John E. Richardson Director June 5, 2006

John E. Richardson

/s/ Thomas E. Costello Director June 1, 2006

Thomas E. Costello

/s/ Burgess H. Hildreth United States Authorized June 2, 2006

Burgess H. Hildreth Representative

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Exhibit Appears at Sequentially Numbered Page</b>
		13
4.1	Amended Executive Stock Option Plan	17
5.1	Opinion of Stikeman Elliott LLP regarding legality of Securities being registered	
23.1	Consent of Counsel (contained in Exhibit 5.1)	N/A
		18
23.2	Consent of Independent Chartered Accountants	
		10
24.1	Power of Attorney	

**INTERTAPE POLYMER GROUP INC.**

**EXECUTIVE STOCK OPTION PLAN**

(as amended and consolidated to June 2, 2004)  
(number of options increased to 4,094,538 effective February 19, 2004)

**1.**

**PURPOSE OF THE PLAN**

The purpose of the Amended Executive Stock Option Plan (the **Plan**) of Intertape Polymer Group Inc. (the **Company**) is:

(a)

to promote a proprietary interest in the Company and its subsidiaries among their executives and directors;

(b)

to encourage the executives and directors of the Company and of its subsidiaries to further the development of the Company and its subsidiaries; and

(c)

to attract and retain the key employees necessary for the Company's and its subsidiaries' long-term success.

**2.**

**ADMINISTRATION**

The Plan shall be administered by the Board of Directors of the Company (the **Board**). The Board shall have full and complete authority to interpret the Plan and to prescribe such rules and regulations and make such other determinations as it deems necessary or desirable for the administration of the Plan. All decisions and determinations of the Board respecting the Plan shall be binding upon the Optionees (as hereinafter defined) and Directors (as hereinafter defined) and conclusive.

**3.**

**ELIGIBILITY AND PARTICIPATION**

The Board will designate those eligible employees who may participate in the Plan. Generally, participation in the Plan will be limited to those positions that can have a significant impact on the Company's or its subsidiaries' long-term results. Directors (as hereinafter defined) will be eligible under the Plan to receive grants in accordance with Section 5 hereof.

**4.**

**DESCRIPTION AND NUMBER OF SECURITIES OFFERED**

The shares offered shall be Common Shares (the **Shares**) of the Company. The total number of Shares reserved for issuance under the Plan shall be 4,094,538 Shares of the Company. The number of Shares of the Company so reserved for issuance to any one person shall not exceed five percent (5%) of the issued and outstanding Shares of the Company and the number of Shares issuable to any one insider and such insider's associates within a one-year period shall not exceed 5% of outstanding Shares. The number of Shares reserved for issuance pursuant to stock options granted to insiders under the Plan or any other compensation arrangement of the Company shall not exceed 10% of the outstanding Shares and the number of Shares issuable to insiders within a one-year period under the Plan or any other compensation arrangement of the Company shall not exceed 10% of the outstanding Shares.

5.

## GRANTS

The Board shall designate from time to time from among the eligible employees those employees (the **Optionees** ) and the directors of the Company and of its subsidiaries (collectively, the "**Directors**" and individually, a "**Director**") to whom a grant (the **Grant** ) shall be made. The Board shall determine, at its discretion, the number of Shares to which such Grant relates, with reference *inter alia* to the Market Value of the Shares and taking into consideration, with respect to an Optionee, the Optionee's base salary.

The Board shall determine, with respect to a Grant, at its discretion:

(i)

subject to the provisions hereof, the terms and conditions attaching thereto; and

(ii)

the date on which such Grant becomes effective.

The aggregate maximum number of options to purchase Shares that may be granted under the Plan to Directors who are not part of management shall not exceed one percent (1%) of outstanding Shares of the Company.

6.

## PRICE OF THE SHARES

For the purposes of the Plan, **Market Value** shall mean the average of the closing price of the Shares on The Toronto Stock Exchange and the New York Stock Exchange (collectively, the **Exchanges** ) for the day immediately preceding the effective date of the Grant, subject to the rules and policies of the Exchanges. Notwithstanding the foregoing, the **Market Value** shall not be lower than the closing price of the Shares on The Toronto Stock Exchange for the day immediately preceding the effective date of the Grant.

The price of the Shares to be purchased through the exercise of an option shall be determined by the Board. The Board may determine different price for different Grants, but any such price shall never be less than the **Market Value**. The options granted under the Plan may not at any time be repriced.

7.

## OPTION PERIOD

The options granted by the Board shall expire not later than ten (10) years after the effective date of the Grant. The options granted to Optionees shall not be exercisable immediately on the effective date of such Grant, but shall vest twenty-five percent (25%) per year over four (4) years. Accordingly, twenty-five percent (25%) of the options so granted to Optionees shall be exercisable on or after the first anniversary of the effective date of the Grant and a further twenty-five percent (25%) of the options so granted shall be exercisable on or after each of the second, third and fourth anniversaries of the effective date of the Grant. The options granted to Directors, who are not officers of the Corporation, shall vest as to twenty-five percent (25%) of the options so granted to Directors on the effective date of the Grant and a further twenty-five percent (25%) of the options so granted shall be exercisable on or after each of the first, second and third anniversaries of the effective date of the Grant

Unless otherwise determined by the Board, all vested options under a particular Grant which have not been previously exercised or canceled shall expire twenty-four (24) months after the date of vesting of the last tranche of such Grant.

**8.**

**PAYMENT OF THE SHARES**

Each Optionee and each Director must pay in full for the Shares purchased by way of exercising an option under the Plan.

**9.**

**TERMINATION OF EMPLOYMENT, RETIREMENT AND DEATH**

9.1

When an Optionee ceases to be an employee of the Company or one of its subsidiaries, for any reason other than retirement or death, the Optionee shall be entitled to exercise, within a period of three (3) months from termination of employment, the options that have vested to the Optionee as at the time of termination. All of the Optionee's non-vested options shall be immediately canceled.

9.2

When a Director ceases to be a Director, such Director shall be entitled to exercise, within a period of three (3) months from such an event, the options that have vested to the Director at the time such Director ceases to be a Director. All the Director's non-vested options shall be immediately canceled.

9.3

In the case of retirement, the Optionee shall be entitled to exercise, within a period of twelve (12) months from retirement, the options that have vested to the Optionee as at the time of retirement. All of the Optionee's non-vested options shall be immediately canceled.

9.4

In the case of an Optionee's or Director's death, the estate of the Optionee or Director shall be entitled to exercise, within a period of twelve (12) months from death, any option for which rights have vested to the Optionee or Director as at the time of death. All of the Optionee's or Director's non-vested options shall be immediately canceled.

**10.**

**DURATION, AMENDMENT OR TERMINATION OF PLAN**

Subject to the approval of The Toronto Stock Exchange, the Board may amend or terminate the Plan at any time but, in such event, the rights of Optionees or Directors related to any options granted but unexercised under the Plan shall be preserved and maintained and no amendment can confer additional benefits upon Optionees or Directors or other eligible employees without prior approval by the shareholders of the Company.

**11.**

**OFFER FOR SHARES OF THE COMPANY**

In the event that, at any time, a *bona fide* offer to purchase all or part of the Shares outstanding is made to all holders of Shares, notice of such offer shall be given by the Company to each Optionee and Director and all granted but

unexercised options will become exercisable immediately, but only to the extent necessary to enable an Optionee or Director to tender his/her Shares should he/she so desire.

**12.**

**SUBDIVISION, CONSOLIDATION, CONVERSION OR RECLASSIFICATION**

In the event that the Shares of the Company are subdivided, consolidated, converted or reclassified by the Company, or that any other action of a similar nature affecting such Shares is taken by the Company, any unexercised option shall be appropriately adjusted, and the number of Shares reserved for issuance under the Plan shall be adjusted in the same manner.

15



13.

**NECESSARY APPROVAL**

The Company's obligation to issue and deliver Shares in accordance with the Plan, as well as any amendment thereto, is subject to the approval of regulatory authorities having jurisdiction over the Company's Shares.

14.

**RIGHT NON-ASSIGNABLE**

The rights of an Optionee or a Director pursuant to the provisions of this Plan are non-assignable.

15.

**GOVERNING LAW**

The provisions of the Plan shall be interpreted in accordance with the laws of the Province of Quebec.

16.

**PARTICIPATION VOLUNTARY**

16.1

The participation of an Optionee or Director in the Plan is entirely voluntary and non obligatory and shall not be interpreted as conferring upon any such Optionee or Director any rights or privileges other than those rights and privileges expressly provided in the Plan.

16.2

The Plan does not provide any guarantee against any loss or profit which may result from fluctuation in the Market Value of the Shares.

16

**Stikeman Elliott LLP Opinion**

[Stikeman Elliott LLP Letterhead]

June 30, 2006

Intertape Polymer Group Inc.

9999 Cavendish Boulevard, Suite 200

Ville St. Laurent, Québec, Canada H4M 2X5

**Re: REGISTRATION STATEMENT ON FORM S-8**

Dear Sirs/Madames:

We have reviewed the registration statement on Form S-8 to be filed by Intertape Polymer Group Inc. (the "Registrant"), with the Securities and Exchange Commission on or about July 3, 2006 (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 732,877 Common Shares, no par value (the "Option Shares"), of the Registrant issuable pursuant to the Registrant's Amended Executive Stock Option Plan (the "Plan").

As the Registrant's Canadian general counsel, we have examined such corporate records, certificates and other documents and such questions of law, as we have considered necessary or appropriate for the purposes of the following opinion. In such examination we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies.

Upon the basis of such examination, it is our opinion that the Option Shares, when issued in accordance with the terms of the Plan and any agreement evidencing the options being exercised, will be validly issued, fully-paid and non-assessable.

The foregoing opinion is limited to the laws of the Province of Quebec and the federal laws of Canada and we are expressing no opinion as to the effect of the laws of any other jurisdiction. We have relied as to certain matters on information obtained from officials of the Registrant and other sources believed by us to be responsible.

We hereby consent to the use of this opinion letter as an exhibit to the Registration Statement and to the use of our name whenever appearing in the Registration Statement and any documents incorporated therein by reference, and any amendments to the Registration Statement.

Yours very truly,

**STIKEMAN ELLIOTT LLP**

/s/ Stikeman Elliott LLP

**CONSENT OF INDEPENDENT CHARTERED ACCOUNTANTS**

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the Amended Executive Stock Option Plan of Intertape Polymer Group Inc. of our report dated February 28, 2006, on the Consolidated Financial Statements of Intertape Polymer Group Inc., included in the Annual Report on Form 40-F filed with the Securities and Exchange Commission on March 31, 2006.

/s/ Raymond Chabot Grant Thornton LLP

Chartered Accountants

Montréal, Canada

June 21, 2006

ORLDOCS 10275888 1

18

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X A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);

- o A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);

- o A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);

- o Group, in accordance with §240.13d-1(b)(1)(ii)(J).

#### Item 4. Ownership

The securities reported herein (the Securities ) are beneficially owned by one or more open- or closed-end investment companies or other managed accounts that are investment management clients of investment managers that are direct and indirect subsidiaries (each, an Investment Management Subsidiary and, collectively, the Investment Management Subsidiaries ) of Franklin Resources, Inc. ( FRI ), including the Investment Management Subsidiaries listed in Item 7. Investment management contracts grant to the Investment Management Subsidiaries all investment and/or voting power over the securities owned by such investment management clients, unless otherwise noted in this Item 4. Therefore, for purposes of Rule 13d-3 under the Act, the Investment Management Subsidiaries may be deemed to be the beneficial owners of the Securities.

Beneficial ownership by investment management subsidiaries and other affiliates of FRI is being reported in conformity with the guidelines articulated by the SEC staff in Release No. 34-39538 (January 12, 1998) relating to organizations, such as FRI, where related entities exercise voting and investment powers over the securities being reported independently from each other. The voting and investment powers held by Franklin Mutual Advisers, LLC ( FMA ), an indirect wholly-owned Investment Management Subsidiary, are exercised independently from FRI and from all other Investment Management Subsidiaries (FRI, its affiliates and the Investment Management Subsidiaries other than FMA are collectively, FRI affiliates ). Furthermore, internal policies and procedures of FMA and FRI establish informational barriers that prevent the flow between FMA and the FRI affiliates of information that relates to the voting and investment powers over the securities owned by their respective investment management clients. Consequently, FMA and the FRI affiliates report the securities over which they hold investment and voting power separately from each other for purposes of Section 13 of the Act.

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Charles B. Johnson and Rupert H. Johnson, Jr. (the Principal Shareholders ) each own in excess of 10% of the outstanding common stock of FRI and are the principal stockholders of FRI. FRI and the Principal Shareholders may be deemed to be, for purposes of Rule 13d-3 under the Act, the beneficial owners of securities held by persons and entities for whom or for which FRI subsidiaries provide investment management services. The number of shares that may be deemed to be beneficially owned and the percentage of the class of which such shares are a part are reported in Items 9 and 11 of the cover pages for FRI and each of the Principal Shareholders. FRI, the Principal Shareholders and each of the Investment Management Subsidiaries disclaim any pecuniary interest in any of the Securities. In addition, the filing of this Schedule 13G on behalf of the Principal Shareholders, FRI and FRI affiliates, as applicable, should not be construed as an admission that any of them is, and each

disclaims that it is, the beneficial owner, as defined in Rule 13d-3, of any of the Securities.

FRI, the Principal Shareholders, and each of the Investment Management Subsidiaries believe that they are not a group within the meaning of Rule 13d-5 under the Act and that they are not otherwise required to attribute to each other the beneficial ownership of the Securities held by any of them or by any persons or entities for whom or for which FRI subsidiaries provide investment management services.

(a) Amount beneficially owned:

2,829,813

(b) Percent of class:

5.6%

(c) Number of shares as to which the person has:

(i) Sole power to vote or to direct the vote

Franklin Resources, Inc.:	0
Charles B. Johnson:	0
Rupert H. Johnson, Jr.:	0
Franklin Templeton Investments Corp.:	2,035,758
Templeton Investment Counsel, LLC:	779,955

(ii) Shared power to vote or to direct the vote

0

(iii) Sole power to dispose or to direct the disposition of

Franklin Resources, Inc.:	0
Charles B. Johnson:	0
Rupert H. Johnson, Jr.:	0
Franklin Templeton Investments Corp.:	2,035,758
Templeton Investment Counsel, LLC:	794,055

(iv) Shared power to dispose or to direct the disposition of

0

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Item 5. Ownership of Five Percent or Less of a Class

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following .

Not Applicable

Item 6. Ownership of More than Five Percent on Behalf of Another Person

The clients of the Investment Management Subsidiaries, including investment companies registered under the Investment Company Act of 1940 and other managed accounts, have the right to receive or power to direct the receipt of dividends from, as well as the proceeds from the sale of, such securities reported on in this statement.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company



See Attached Exhibit C

(See also Item 4)

Item 8. Identification and Classification of Members of the Group

Not Applicable (See also Item 4)

Item 9. Notice of Dissolution of Group

Not Applicable

Item 10. Certification

By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were acquired and are held in the ordinary course of business and were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect.

This report shall not be construed as an admission by the persons filing the report that they are the beneficial owner of any securities covered by this report.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 24, 2008

Franklin Resources, Inc.

Charles B. Johnson

Rupert H. Johnson, Jr.

By: /s/ ROBERT C. ROSSELOT

-----  
Robert C. Rosselot  
Assistant Secretary of Franklin Resources, Inc.

Attorney-in-Fact for Charles B. Johnson pursuant to Power of Attorney attached to this Schedule 13G

Attorney-in-Fact for Rupert H. Johnson, Jr. pursuant to Power of Attorney attached to this Schedule 13G



EXHIBIT A

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other of the attached statement on Schedule 13G and to all amendments to such statement and that such statement and all amendments to such statement are made on behalf of each of them.

IN WITNESS WHEREOF, the undersigned have executed this agreement on

January 24, 2008.

Franklin Resources, Inc.

Charles B. Johnson

Rupert H. Johnson, Jr.

By: /s/ ROBERT C. ROSSELOT

-----  
Robert C. Rosselot  
Assistant Secretary of Franklin Resources, Inc.

Attorney-in-Fact for Charles B. Johnson pursuant to Power of Attorney attached to this Schedule 13G

Attorney-in-Fact for Rupert H. Johnson, Jr. pursuant to Power of Attorney attached to this Schedule 13G

EXHIBIT B

LIMITED POWER OF ATTORNEY

FOR

SECTION 13 REPORTING OBLIGATIONS

Know all by these presents, that the undersigned hereby makes, constitutes and appoints each of Robert Rosselot and Maria Gray, each acting individually, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- (1) prepare, execute, acknowledge, deliver and file Schedules 13D and 13G (including any amendments thereto or any related documentation) with the United States Securities and Exchange Commission, any national securities exchanges and Franklin Resources, Inc., a Delaware corporation (the Reporting Entity), as considered necessary or advisable under Section 13 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the Exchange Act); and
- (2) perform any and all other acts which in the discretion of such attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

- (1) this Limited Power of Attorney authorizes, but does not require, each such attorney-in-fact to act in their discretion on information provided to such attorney-in-fact without independent verification of such information;
- (2) any documents prepared and/or executed by either such attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- (3) neither the Reporting Entity nor either of such attorneys-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act or (ii) any liability of the undersigned for any failure to comply with such requirements; and
- (4) this Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Section 13 of the Exchange Act.

The undersigned hereby gives and grants each of the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the

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undersigned might or could do if present, hereby ratifying all that each such attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be executed as of this 30<sup>th</sup> day of April, 2007.

Signature /s/ Charles B. Johnson

Print Name Charles B. Johnson

LIMITED POWER OF ATTORNEY

FOR

SECTION 13 REPORTING OBLIGATIONS

Know all by these presents, that the undersigned hereby makes, constitutes and appoints each of Robert Rosselot and Maria Gray, each acting individually, as the undersigned's true and lawful attorney-in-fact, with full power and authority as hereinafter described on behalf of and in the name, place and stead of the undersigned to:

- (1) prepare, execute, acknowledge, deliver and file Schedules 13D and 13G (including any amendments thereto or any related documentation) with the United States Securities and Exchange Commission, any national securities exchanges and Franklin Resources, Inc., a Delaware corporation (the Reporting Entity), as considered necessary or advisable under Section 13 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, as amended from time to time (the Exchange Act); and
- (2) perform any and all other acts which in the discretion of such attorney-in-fact are necessary or desirable for and on behalf of the undersigned in connection with the foregoing.

The undersigned acknowledges that:

- (1) this Limited Power of Attorney authorizes, but does not require, each such attorney-in-fact to act in their discretion on information provided to such attorney-in-fact without independent verification of such information;
- (2) any documents prepared and/or executed by either such attorney-in-fact on behalf of the undersigned pursuant to this Limited Power of Attorney will be in such form and will contain such information and disclosure as such attorney-in-fact, in his or her discretion, deems necessary or desirable;
- (3) neither the Reporting Entity nor either of such attorneys-in-fact assumes (i) any liability for the undersigned's responsibility to comply with the requirements of the Exchange Act or (ii) any liability of the undersigned for any failure to comply with such requirements; and
- (4) this Limited Power of Attorney does not relieve the undersigned from responsibility for compliance with the undersigned's obligations under the Exchange Act, including without limitation the reporting requirements under Section 13 of the Exchange Act.

The undersigned hereby gives and grants each of the foregoing attorneys-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the foregoing matters as fully to all intents and purposes as the

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undersigned might or could do if present, hereby ratifying all that each such attorney-in-fact of, for and on behalf of the undersigned, shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be executed as of this 25<sup>th</sup> day of April, 2007.

Signature /s/ Rupert H. Johnson, Jr.

Print Name Rupert H. Johnson, Jr.



REVOCAATION OF  
LIMITED POWER OF ATTORNEY  
FOR  
SECTION 13 REPORTING OBLIGATIONS

The undersigned hereby revokes as of May 7, 2007 the limited power of attorney for Securities Exchange Act of 1934 Section 13 reporting purposes granted to Barbara J. Green on September 11, 2003.

Date: 4/30/07

Signature: /s/ Charles B. Johnson

Charles B. Johnson

REVOCAATION OF  
LIMITED POWER OF ATTORNEY  
FOR  
SECTION 13 REPORTING OBLIGATIONS

The undersigned hereby revokes as of May 7, 2007 the limited power of attorney for Securities Exchange Act of 1934 Section 13 reporting purposes granted to Barbara J. Green on September 4, 2003.

Date: 4/25/07

Signature: /s/ Rupert H. Johnson, Jr.

Rupert H. Johnson, Jr.

Exhibit C

Franklin Templeton Investments Corp.  
Templeton Investment Counsel, LLC

Item 3 Classification: 3(e)  
Item 3 Classification: 3(e)