

APPENDIX H

AGREEMENT

THIS AGREEMENT made in triplicate effective the 29th day of February, AD, 2000.

BETWEEN:

3033869 NOVA SCOTIA LIMITED, a body corporate,
with head office at Kingston, in the County of Kings, in the
Province of Nova Scotia, (hereinafter referred to as "Limited"),
OF THE ONE PART

-- and -

MID VALLEY CONSTRUCTION (1997) LIMITED, a body
corporate with head office at Kingston, aforesaid, (hereinafter referred to
as "Mid Valley"),
OF THE OTHER PART

WHEREAS Limited is the owner and operator of a construction and demolition site
located at Torbrook, in the County of Annapolis, Province of Nova Scotia.

AND WHEREAS Limited, from time to time, will have need of personnel services as
well as materials and construction vehicles and equipment to assist with operations of the
aforementioned site both on and off the site location.

AND WHEREAS Limited is desirous of contracting with Mid Valley to have Mid
Valley supply the required personnel, materials and construction vehicles and equipment
and Mid Valley is desirous of supplying same to Limited.

WITNESSETH That for an in consideration of the mutual covenants contained in this Agreement and
other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto
agree as follows:

1. **LIMITED AGREES:**
 - A. To request from Mid Valley, as the need arises, the services of both on site and off site personnel to assist with the operations of the construction and demolition debris disposal site located at Torbrook, in the County of Annapolis, Province of Nova Scotia.
 - B. To request from Mid Valley, as the need arises, materials and the use of construction vehicles and equipment to assist with the operations of the debris disposal site as identified in 1A herein.
 - C. To promptly pay to Mid Valley the invoiced costs of Mid Valley supplying personnel, materials and construction vehicles and equipment to Limited as identified in 1A and 1B herein.

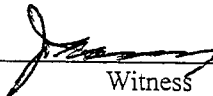
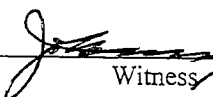
2. MID VALLEY AGREES:

- A. To promptly supply to Limited such personnel, materials and construction vehicles and equipment that may be requested by Limited to assist with Limited's operation of the debris disposal site as identified in 1A herein.
- B. To invoice Limited monthly for the costs of providing the personnel, materials and construction vehicles and equipment to Limited.

3. LIMITED AND MID VALLEY AGREE THAT:

- A. The level of the costs associated with the supplying of personnel, materials and construction vehicles and equipment shall be at the discretion of Mid Valley provided however, the costs shall not exceed the market rates for the services of such personnel, materials and construction vehicles and equipment.
- B. Time shall be of the essence of this Agreement.
- C. This Agreement shall be binding on the parties hereto and their respective administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.


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 Witness)
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3033869 NOVA SCOTIA LIMITED
Per: _____

MID VALLEY CONSTRUCTION (1997) LIMITED
Per: _____