

THIS LICENSE AGREEMENT made this 31st day of December, 1995.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Supply and Services;

(hereinafter referred to as "Licensor")

- and -

SCOTT MARITIMES LIMITED, a body corporate under the laws of the Province of Nova Scotia;

(hereinafter referred to as "Licensee")

WHEREAS the Licensor owns a tract of land covered with water, at Boat Harbour, in the County of Pictou, Province of Nova Scotia, as depicted on the Plan annexed hereto as Schedule 2;

AND WHEREAS the Licensee will operate the Boat Harbour Effluent Treatment Facility (the "Facility") on lands owned by it by lease, which are shaded on the Plan annexed hereto as Schedule 2 hereof;

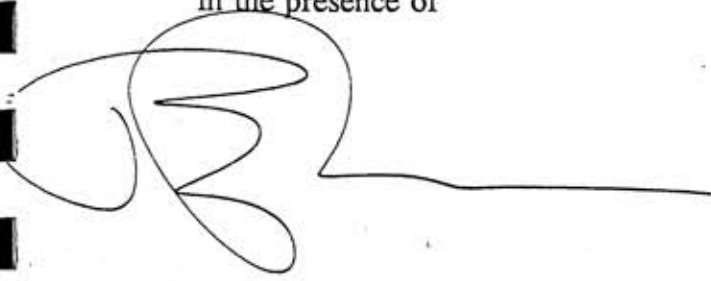
AND WHEREAS the Licensor has agreed to grant the Licensee a right to use the lands of the Licensor to permit the Licensee to operate the Facility so that the effluent outfall of the Facility is Point D, as depicted on Schedule 2;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained in this License, the parties agree as follows:

1. The Licensor hereby grants to the Licensee authorization to use and enter upon the lands of the Licensor as shown outlined in red on the Plan attached hereto as Schedule 2 for the sole purpose of transmitting effluent from the Facility to Point D;
2. The License granted herein may be terminated by the Licensor by giving written notice upon any of the following events:
 - (a) the Licensee ceasing to operate the Facility at the premises described in Schedule "B" hereof;

- (b) the Licensee completing upgrades to the Facility which permit the effluent outfall to be changed to Point C, as depicted on Schedule "A" and the Licensee confirming in writing that the License is terminated;
 - (c) the mutual agreement of the parties, evidenced in writing;
3. Unless sooner terminated in accordance with paragraph 2, this License will terminate ten (10) years from the date hereof;

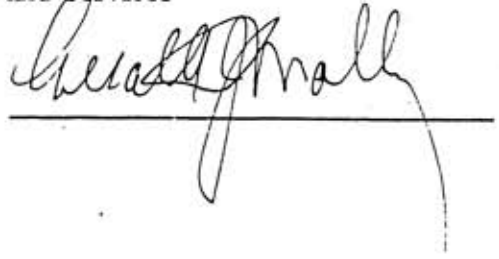
SIGNED, SEALED AND DELIVERED)
in the presence of)



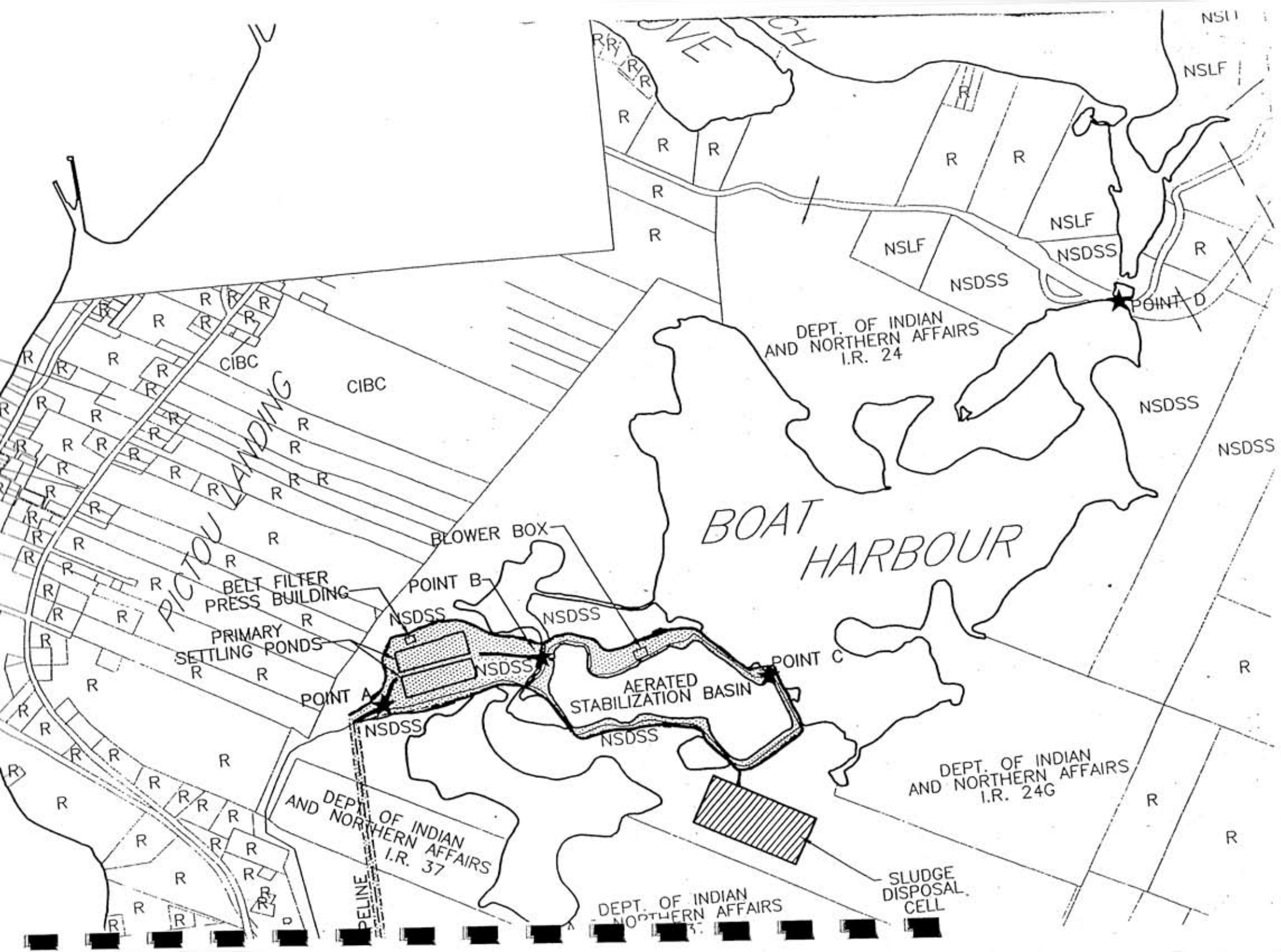
A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal tail, positioned to the left of a vertical line of closing parentheses.

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA**
as represented by the Minister of
Supply and Services

Per: _____



A handwritten signature in black ink, appearing to read 'Gerald Malley', written over a horizontal line. The signature is cursive and somewhat stylized.



DATED: December , 1995

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Supply and Services;

(hereinafter referred to as "Licensor")

- and -

SCOTT MARITIMES LIMITED, a body corporate under the laws of the Province of Nova Scotia;

(hereinafter referred to as "Licensee")

LICENSE AGREEMENT

Bernard F. Miller
McInnes Cooper & Robertson
Summit Place
1601 Lower Water Street
P.O. Box 730
Halifax, NS B3J 2V1

BFM/dlb (571503)

BM-468/9798