

2251

1996.

THIS NOTICE OF LEASE AND LICENSE made this 6th day of ~~April~~ ^{MAY}

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Transportation and Public Works;

hereinafter called the "Landlord"

OF THE ONE PART

- and -

KIMBERLY-CLARK NOVA SCOTIA INC., a body corporate;

hereinafter called the "Tenant"

OF THE OTHER PART

WHEREAS:

- (a) The Landlord is the owner of the lands situate at Boat Harbour, in the County of Pictou, Province of Nova Scotia, more particularly described in Schedule "A";
- (b) By a certain indenture of lease (the "Lease") made as of the 31st day of December, 1995 the Landlord did lease to the Tenant the lands in Schedule "A";
- (c) By a certain indenture of license (the "License") made as of the 31st day of December, 1995, the Landlord did grant a license in favour of the Tenant for the use of the lands covered with water depicted in Schedule "B";
- (c) The Landlord and Tenant have agreed to execute this Notice of Lease and License for registration purposes;

WITNESSES in consideration of the sum of One Dollar (\$1.00) paid by the Tenant to the Landlord, the receipt whereof is hereby acknowledged and other good and valuable consideration as more fully described and set forth in the Lease, the Landlord has agreed to demise and lease and does hereby confirm its demise and lease to the Tenant and the Tenant has agreed to lease and take and does hereby confirm its lease and take (according to the terms of the Lease and governed by the limitations, restrictions and covenants therein contained) the premises situate at Boat Harbour, Pictou County, Nova Scotia more particularly described and depicted in Schedule "A" attached, subject to the obligations and covenants of the Tenant as contained in the Lease and the Landlord and Tenant do hereby confirm the license granted to

The term of the Lease is ten (10) years commencing on the 31st day of December, 1995 and ending ten (10) years thereafter. The License is terminable upon notice being given in accordance with the terms of the License.

IN WITNESS WHEREOF the parties hereto have properly executed these presents on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

L. Arsenault

D. Green

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
NOVA SCOTIA, as represented
by the Minister of Transportation
and Public Works

Per: *Richard Blain*

KIMBERLY-CLARK NOVA SCOTIA INC.

Per: *K. A. Byrne*

IN THE PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

ON THIS 30 day of April, 1996 before me the subscriber personally came and appeared, L. Arsenault, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of Transportation and Public Works, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in his presence.

Frank J. Harland
A Barrister of the Supreme
Court of Nova Scotia

FRANK J. HARLAND
A Commissioner of the Supreme
Court of Nova Scotia

IN THE PROVINCE OF ~~ONTARIO~~ ^{NOVA SCOTIA}
COUNTY OF

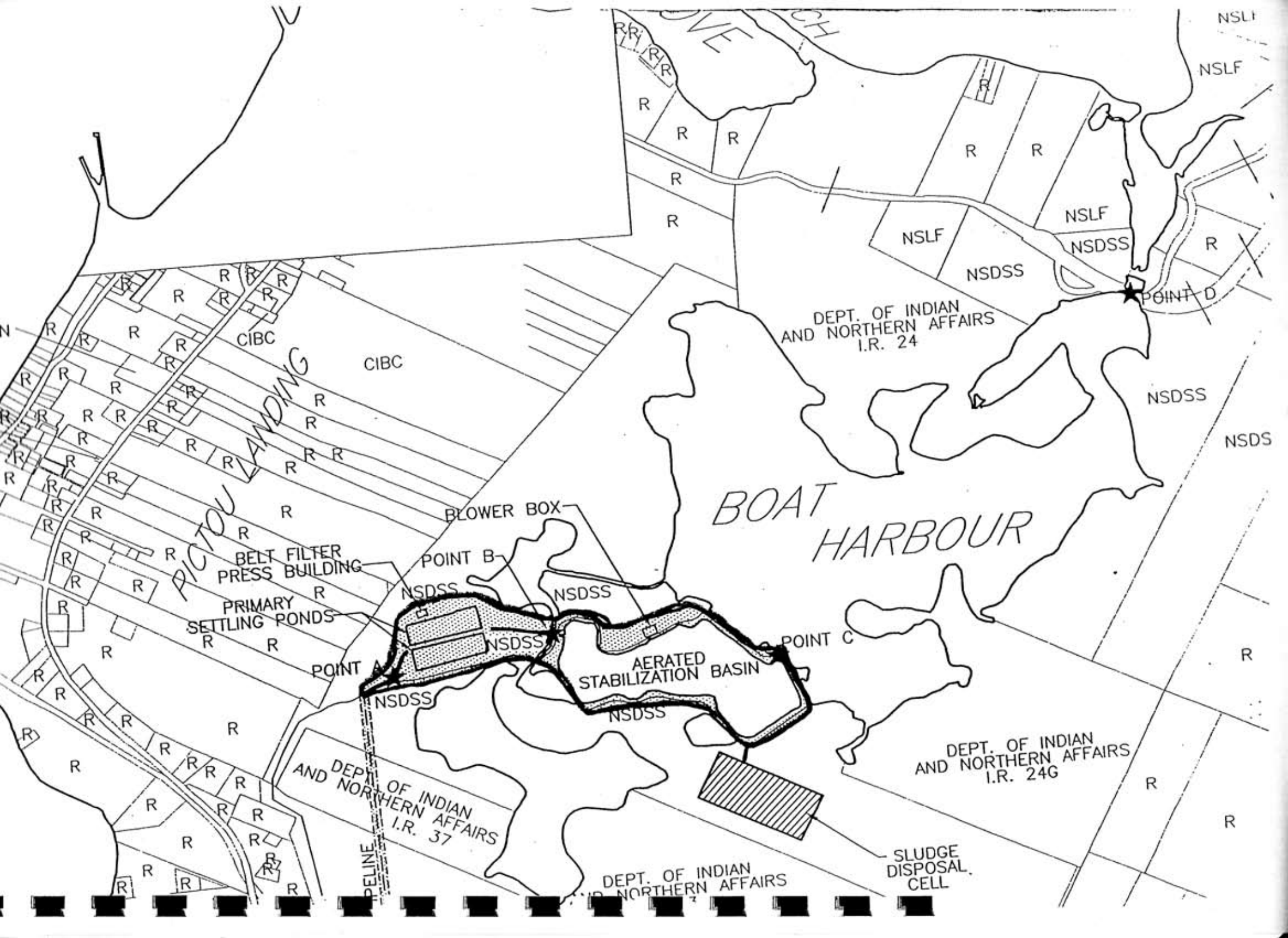
ON THIS 6th day of April, 1996 before me the subscriber personally came and appeared, Dor Breen, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Kimberly-Clark Nova Scotia Inc., one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in his presence.

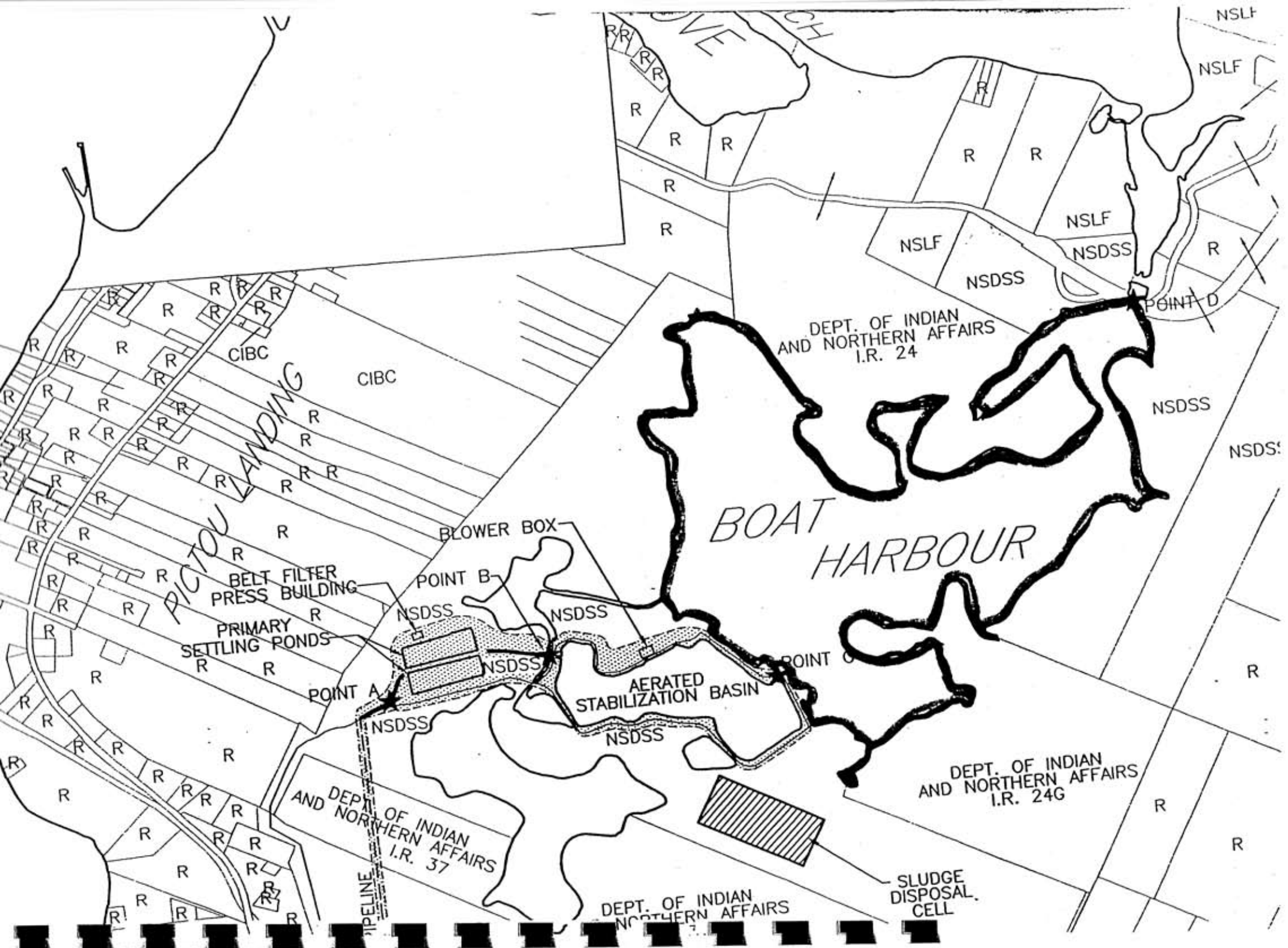
Province of Nova Scotia
County of Pictou

B. A. W.

Schedule "A"

The Leased Premises consist of the pipeline for the transmission of effluent commencing at a Standpipe located on Scott's property at Abercrombie Point, Pictou County and leading under the East River and discharging into settling ponds at Boat Harbour together with the shaded area on the attached plan together with a right-of-way over the existing roadway to the Sludge Disposal Cell.





DATED: April

1996

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA**, as
represented by the Minister of Transportation and
Public Works;

Landlord

- and -

KIMBERLY-CLARK NOVA SCOTIA INC., a
body corporate;

Tenant

NOTICE OF LEASE AND LICENSE

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

BM-468 (Doc. No. 614782)

THIS EQUIPMENT LEASE made as of this 1st day of January, 1996,
and signed on the 2 day of February, 1996,

1996

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 "Lessor")

- and -

SCOTT MARITIMES LIMITED, a body corporate under the
laws of Nova Scotia carrying on business as **KIMBERLY-
CLARK NOVA SCOTIA** (hereinafter referred to as "Lessee")

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and
valuable consideration the Lessor hereby leases to the Lessee the personal property described
in Schedule "A" hereto annexed together with any parts, accessories or attachments relating
thereto or affixed thereon (the "Equipment") upon the terms and conditions set forth in this
lease;

TERM

1. This Lease shall be effective from the 1st day of January, 1996, until the 31st day
of December, 2005, unless terminated earlier by the mutual agreement of the parties;

LOCATION AND USE

2. The Equipment shall be maintained and used at the Boat Harbour Effluent
Treatment Facility at Pictou County, Nova Scotia, and not elsewhere without the prior written
consent of the Lessor, which consent may not be unreasonably withheld;

COMPLIANCE WITH LAWS

3. The Lessee, at its own cost and expense, shall comply with and conform to all
applicable laws, ordinances, regulations and legislation in any way relating to the ownership,
installation, possession, use, operation, repair, maintenance, servicing, transportation or storage
of the Equipment throughout the term of this Agreement;

MAINTENANCE AND INSPECTION

4. Subject to reasonable wear and tear, the Lessee will at its own expense maintain the Equipment in working order and the Lessee shall obtain and maintain for the entire term of this Lease, at its own expense, property damage and liability insurance for the Equipment;

ASSIGNMENT

5. The Lessee shall be entitled to assign any of its rights under this Lease by providing thirty (30) days advance notice to the Lessor of the intended assignment;

OPTION TO PURCHASE

6. The Lessee may purchase the Equipment at the expiry of the within Lease for the depreciated book value of the Equipment, the Equipment is to provided on an "as is" basis without any representations or warranties as to any matter relating to the Equipment, except that the Lessor has the right to sell and has done no act to encumber the Equipment;

FURTHER ASSURANCES

7. The Lessor agrees promptly upon the Lessee's written request, to execute and deliver such instruments and take such other actions as may be reasonably necessary to perfect and keep perfected the Lease contemplated hereby. The Lessor authorizes the Lessee to file or register the Lease at such time and at such place as the Lessee may consider appropriate;

IN WITNESS WHEREOF the parties have properly executed this Equipment Lease on the 6th day of ~~February~~ ^{March}, 1996, to be effective as of and from the 1st day of January, 1996.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

C. Assenauer)

[Signature])

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF NOVA SCOTIA,
AS REPRESENTED BY THE MINISTER
OF SUPPLY AND SERVICES

[Signature]

SCOTT MARITIMES LIMITED

Per: S.A. Byrne