

INTERMEDIARY CONTRACT

BETWEEN

2295210 ONTARIO INC
(hereinafter sometimes referred to as Green Leaf)

AND

BLT CONSTRUCTION SERVICES INC.
(hereinafter referred to as BLT)

WHEREAS 2295210 Ontario Inc. is a duly and incorporated company pursuant to the laws of the Province of Ontario and is in the process of formalizing/incorporating "Green Leaf" into its name and for the purposes of this agreement when "Green Leaf" is referenced, it means 2295210 Ontario Inc;

AND WHEREAS BLT is a corporation duly incorporated pursuant to the laws of the Province of Ontario;

AND WHEREAS BLT carries on businesses that include design built and other construction projects where BLT designs, constructs/fabricates steel framed and tedlar covered buildings and structures and acts as the general contractor on many projects from the beginning to the end of construction;

AND WHEREAS BLT is continually sourcing new construction/design build opportunities with third parties;

AND WHEREAS Green Leaf is in the business among other things of acting as an intermediary in bringing companies like BLT into contact with third parties in situations where the needs of these third parties may be met by the products and services that BLT has to offer;

AND WHEREAS Green Leaf has expertise in consulting, strategic planning, prospect identification and matching third parties who have specific needs with companies such as BLT that have the capacity of fulfilling those needs;

AND WHEREAS once Green Leaf has matched a prospective third party with a company such as BLT which can implement the needs of the third party, Green Leaf also assists in its role as intermediary in assisting in the staging, backdrop, pricing and construction details to the extent required;

AND WHEREAS the third party leads that Green Leaf has are valuable and compensable to Green Leaf for which Green Leaf is entitled to be compensated by BLT in accordance with the provisions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises exchanged herein with other good and valuable consideration, the receipt and sufficiency being mutually agreed upon, the parties agree as follows:

1. The recitals are accurate.

2. Green Leaf agrees to provide the following service(s):
 - a) Providing to BLT the name and contact information (phone, fax, email addresses) of one or more third parties that Green Leaf believes would benefit from the services and materials that BLT has to offer
 - b) The third party(ies) that Green leaf will furnish to BLT will be third parties which to Green Leaf's knowledge and belief have not had a prior business relationship or ongoing business relationship or ongoing business discussions with respect to the business deal that Green Leaf proposes
 - c) through Green Leaf's third party prospect research and inventory of leads, Green Leaf will also provide to BLT a brief description of the needs of the third party and how BLT should be able to meet those needs with the materials and services BLT provides
 - d) if BLT is interested in doing work for the third party, Green Leaf will assist in putting the third party and BLT together to discuss the suitability of the matching
 - e) if the third party and BLT are interested in proceeding with a formal contract whereby BLT will be providing materials and or services to the third party, Green Leaf will assist BLT in formulating the applicable contract(s)

3. Overhold

BLT acknowledges that once Green Leaf has provided a fresh third party lead and project details that BLT will work diligently in entering into a contract with the third party. BLT agrees that even if the hoped for contract with the third party does not materialize forthwith, that Green Leaf's compensation must be paid without deduction if a contract is entered into within two years Green Leaf disclosing the third party and details of the proposed project and it is earned whether the material/service supplier is BLT or any of its affiliates, related or associated companies, individuals, partners, affiliates or any other entity that capitalized on the matching/introduction provided by Green Leaf with respect to the third party.

BLT acknowledges that within the two year period of submitting its fee proposal to the third party that if a contract does materialize with the same conditions as the original bid submission that the fee is due and payable pursuant to section five of this agreement.

If for whatever reason the terms and conditions of the original fee proposal for work provided by BLT to the third party is altered then BLT reserves the right to adjust its bid accordingly. Green Leaf will have the same opportunity to adjust its compensation accordingly for the revised submission to the third party, essentially creating a new agreement between BLT and Green Leaf for the proposed project.

4. Non-Exclusivity

BLT is at liberty to utilize other intermediaries to assist in sourcing third parties with potential projects that could benefit from the goods and services provided by Green Leaf.

However, for projects/contracts that BLT engages in with third parties as a result of the introduction by Green Leaf of the third party to BLT, Green Leaf shall not be expected to share any compensation with one or more intermediaries.

5. Compensation to Green Leaf by BLT

- a) BLT shall pay compensation to Green Leaf in an amount that Green Leaf in its discretion determines appropriate above and beyond the agreement fixed fee from BLT
- b) Compensation is due to Green Leaf upon signing the of the contract between BLT and the third party and BLT receiving their first draw from the third party.
- c) Compensation is not to be paid to Green Leaf by way of direct or re-directed deposit or advance by the third party, it is to be paid by BLT from BLT
- d) Compensation is to be paid by way of bank draft or bank transfer deposit
- e) HST is "in addition" to any compensation

6. Confidentiality

BLT hereby agrees that it will treat the following information as strictly confidential, whether or not a contract is ultimately entered into between BLT and a third party introduced by Green Leaf:

- a) The names, addresses, contact information of any third party provided to BLT by Green Leaf
- b) Details of any compensation paid by BLT to Green Leaf

7. Term Of This Agreement

- a) this agreement shall be in full force and effect until terminated
- b) this agreement may be terminated by either party on 60 days advance notice
- c) any obligations incurred under this agreement prior to termination shall continue, the confidentiality provisions of paragraph 5 shall survive and any compensation owing shall be owing (if unpaid) and enforceable after termination

8. Proof of Signed Agreement Between BLT and Third Party

To assist in verifying the details of any contract between BLT and a third party, BLT shall provide to Green Leaf a copy of the executed contract within four businesses days of the signing of the said contract price to enable the Green Leaf compensation to be calculated.

9. This agreement is governed by the laws of the Province of Ontario.

10. The parties agree that they are joint authors of this agreement, each has had independent legal advice or representation and each agrees that this agreement is being entered into freely and voluntarily and is binding upon them.

11. This agreement ensures to the benefit of and is binding upon the parties hereto and their respective successors and any permitted assigns.

Confidentiality Agreement

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Province of Ontario, Canada. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the Province of Ontario, Canada

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name:

Company:

Title:

Address:

City, Province, Postal Code

Signature:

Date:

Discloser of Confidential Information:

Name:

Company:

Title:

Address:

City, Province, Postal Code

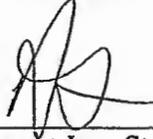
Signature:

Date:

DATED at Collingwood, this 27 day of AUGUST, 2012.

2295210 ONTARIO INC.

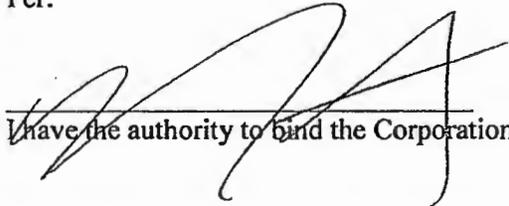
Per:



Abigail Margaret Jane Stec, President
I have the Authority to bind the Corporation

BLT CONSTRUCTIO SERVICES INC.

Per:


I have the authority to bind the Corporation