

## 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 darft 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 business 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.

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

2295210 ONTARIO INC.

Per:

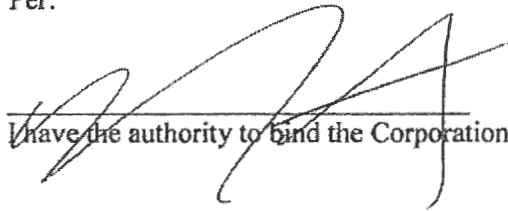


Abigail Margaret Jane Stec, President

I have the Authority to bind the Corporation

BLT CONSTRUCTIO SERVICES INC.

Per:



I have the authority to bind the Corporation