

THIS ASSIGNMENT OF LEASE made the day of April, 2002.

AMONG:

JASON R. LINEBERGER and LIDA C. LINEBERGER, of Dallas, North Carolina, **JOHN A. JOHNSON and JOAN L. JOHNSON**, of Siler City, North Carolina (collectively the "Lessors")

OF THE ONE PART

- and -

NOVA STONE EXPORTERS INC., a company incorporated under the laws of the Province of Nova Scotia, having a registered office in Annapolis Royal, Nova Scotia ("NSE"), herein called the "Assignor"

OF THE SECOND PART

- and -

NOVA STONE EXPORTERS INC. and BILCON OF NOVA SCOTIA, CORPORATION carrying on business as a partnership under the firm name and style of "Global Quarry Products" herein called the "Assignee"

OF THE THIRD PART

WHEREAS the Lessors did lease to the Assignor certain lands situate at Digby County, Nova Scotia and more particularly described at Schedule "A" (the "Land") pursuant to an Aggregate Lease Agreement (the "Lease") dated the 3rd day of April, 2002, for a term of thirty (30) years, subject to the terms and conditions set forth in the Lease, a copy of which is attached at Schedule "B";

AND WHEREAS the Lease is freely and fully assignable;

AND WHEREAS the parties hereto desire to assign the Lease from the Assignor to the Assignee;

AND WHEREAS the Land is subject to a mortgage granted by the Lessors to C. Allen Denton and Cheryl A. Denton;

NOW THIS ASSIGNMENT WITNESSETH THAT:

1. In consideration of One Dollar (\$1.00) now paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and in consideration of the agreements herein contained, the Assignor hereby assigns unto the Assignee the Assignor's interest in the Land, together with the unexpired residue of the said term of years and the Lease, and all benefits to be derived therefrom subject to the payment of fixed rates or royalties and the observance and performance of the covenants and agreements on the part of the Assignor contained therein.

2. The Assignor covenants with the Assignee that the Lease is a valid subsisting lease; that the covenants and agreements thereof on the part of the Assignor have been duly observed and performed up to the date hereof; and that, the Assignee may enjoy the Land and the Lease for the residue of the term and any renewal thereof without interruption by the Assignor or any person claiming through the Assignor.

3. The Assignee covenants with the Assignor that the Assignee will throughout the residue of the term and any renewal thereof pay the fixed rates or royalties reserved at the time and in the manner provided in the Lease, and observe and perform the covenants and agreements on the part of the Lessee therein set forth, and will indemnify and save harmless the Assignor from all actions, suits, costs, losses, damages and expenses in respect of such covenants and agreements.

4. The Lessors hereby confirm the Lease and covenant and agree that the Assignee shall be substituted for the Assignor in the Lease and that all of the rights and privileges that but for this Assignment would accrue to the Assignor under the Lease shall now (and hereafter) accrue to the Assignee as if the Assignee were a party to the Lease.

5. The Lessors hereby confirm that they are in good standing under the mortgage on the Land, that all payments that are or were required to be made under the mortgage on or prior to the date hereof have been paid as and when such payments were due and that no event of default under this mortgage has occurred. The Lessors also agree that the Assignee shall have the right (but not the obligation) to pay out the outstanding balance payable under the mortgage directly to the mortgagees and any amount so paid by the Assignee shall be a credit towards and set off against the amounts payable under the Lease. The Lessors covenant and agree that they will comply with all of the provisions of the mortgage. The Lessors also agree that if any other mortgage is granted on the Land that they will obtain from such mortgagee their acknowledgement and agreement that such subsequent mortgage is subject to the rights and privileges of the Assignee under the Lease.

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS day of , 2002, before me, the subscriber personally came and appeared , a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Nova Stone Exporters Inc., one of the parties thereto, caused the foregoing Assignment of Lease to executed under seal by its President, Corinna Kincaid, and delivered the same in h presence.

A Commissioner of the Supreme Court of
Nova Scotia

SCHEDULE "A"

LOT NO. 1 ALL that certain piece or parcel of land situated at White Cove on the Bay of Fundy Shore and bounded as follows:

BEGINNING at a post on the Old Shore Road just Northeast of the Second Bridge (Southwest corner of Lot) and running 150 yards in a Southeasterly direction to a certain tree at the top of the hill;

THENCE running in a Northeasterly direction 100 yards along top of hill;

THENCE running in a Northwesterly direction 150 yards to a certain tree located in the center of an old field;

THENCE running 100 yards across field in a Southwesterly direction to the PLACE OF BEGINNING.

CONTAINING approximately three (3) acres more or less.

AS conveyed by Thomas Carty et ux to Harvey L. Denton by Deed dated 29 May, 1944 and recorded at the Registry of Deeds in Book 162 on December 13, 1944.

LOT NO. 2 ALL that certain block of land situated on the North side of Little River and bounded as follows:

COMMENCING at a certain post at the corner of lands owned by George Addington;

THENCE 40 rods, more or less, in a Northeasterly direction to the gate at White Cove Road along lands owned by Spurgeon Trask;

THENCE running in a Northerly direction along lands owned by Walter Theriault to a certain rock at the end of the Walter Theriault lot a distance of 350 rods, more or less;

THENCE continuing in the same Northerly direction to lands owned by the late Samuel Gidney, a distance of 25 rods, more or less;

THENCE in a Westerly direction along the lands of the late Samuel Gidney down to the Bay of Fundy Shore to a spot known at the Rockweed Hole;

THENCE running along the Bay of Fundy Shore in a Southerly direction a distance of one mile, more or less to land owned by George Addintgon;

THENCE running Easterly along said lands of George Addington to the POINT OF BEGINNING.

COMPRISING in all, 250 acres more or less.

AS conveyed by Thomas Carty et ux to Harvey L. Denton by Deed dated 7 January, 1946 and recorded at the Registry of Deeds in Book 165, page 84 on April 3, 1946.

LOT NO. 3 ALL that certain lot, piece, or parcel of land situate at Little River in the County of Digby, Province of Nova Scotia and located on the North side of the Main Highway between Mink Cove and Tiddville, and bounded as follows:

NAMELY by a line beginning at the top of the mountain and running along lands belonging to the Estate of Henry Addington, deceased, and Harvey L. Denton in a Northerly direction of 200 rods more or less, to a point on the Bay of Fundy shore;

THENCE along Bay of Fundy shore in a Westerly direction for a distance of 40 rods more or less, to the lands of Reginald Trask;

THENCE along lands of Reginald Trask in a Southerly direction for a distance of 200 rods, more or less;

THENCE along lands belonging to Wilbert Denton (the said Wilbert Denton's land being bounded by certain set on the brow of the mountain) in an Easterly direction a distance of 40 rods more or less, to the POINT OF BEGINNING.

THE above described lot of land CONTAINING 97 acres more or less.

AS conveyed by George Addington et ux to Harvey L. Denton by Deed dated 17 May, 1947.

ALSO BEING AND INTENDED TO BE Lots 1, 2 and 3 contained in a Deed from Thomas R. Denton and June Denton to Allen C. Denton and Cheryl A. Denton as Joint Tenants; said Deed dated January 15th, 1990 and recorded January 24th, 1990 in Book 462 at Pages 834-838.

ALSO BEING AND INTENDED TO BE the same lands described in a Statutory Declaration of Stewart Erwood Carty dated December 22, 1999 and recorded at the Registry of Deeds Office at Weymouth, Nova Scotia on December 29th, 1999 in Book 575 at Pages 947-950.

See Plan # 2536

SCHEDULE "B"
AGGREGATE LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 3rd day of April 2002, BY AND AMONG

Nova Stone Exporters Inc. (and its principal, Corinna B. Kincaid, President), a Nova Scotia Corporation, hereinafter referred to as 'NSE'

AND

Jason R. Lineberger and Lida C. Lineberger, of Dallas, North Carolina, John A. Johnson and Joan L. Johnson, of Siler City, North Carolina, hereinafter referred to as 'Owners'.

WITNESSETH:

GRANTING CLAUSE: For and in consideration of the sum of ONE DOLLAR (\$1.00) the receipt of which from NSE, the 'Owners' acknowledge, and for the further consideration of the royalties, covenants, and agreements hereinafter set forth, the 'Owners' do hereby demise, lease, and let unto NSE the following described property:

All that tract of property which is located in Digby County, Nova Scotia, Canada, which contains approximately three hundred and fifty (350) acres, and with P.I.D. #30161160 and with Deed Book Number 576, Document 36, one of the Land Records of Digby County, Province of Nova Scotia*.

(*see Schedule A, attached)

MINING/EASEMENTS: The above described grant is together with all necessary and convenient rights for the proper extracting and removal of all aggregate in and underlying the above described tract of land including the necessary rights-of-way for transportation of machinery and equipment and for hauling/shipping of harvested aggregate from the quarried area to the public road or to the ocean shipping area; provided, however, that any and all roadways or rights-of-way used by NSE shall be in compliance with provincial and federal regulations.

TERM OF LEASE: TO HAVE AND TO HOLD said aggregate rights for a term or period of thirty (30) years from the date hereof, with the right on the part of NSE to extend this Agreement, upon the renegotiated terms and conditions as are contained herein, for such time as may be required to extract, harvest, exploit and sell stone products from said leased land, provided, however, that NSE shall give 'Owners' sixty (60) days written notice prior to the expiration of the terms provided herein of NSE's intention to extend. No additional mineral rights are granted pursuant to the lease. NSE has the right for future development of business as a result of infrastructure improvements made by NSE to the property. NSE will pay the 'Owners' 50% of the net profits that generated from additional business or activity not directly related to the aggregate operations of NSE on the aforementioned property.

Handwritten initials and signatures:
JCL
JCL/MS

FIXED RATES/ROYALTIES: NSE shall pay the 'Owners' according to the following payment schedule:

NSE shall pay the 'Owners' one thousand United States Dollars (\$1,000.00 USD) upon core sample approval, two thousand United States Dollars (\$2,000.00 USD) upon NSE's acquisition of a dock permit for the site and two thousand United States Dollars (\$2,000.00 USD) upon NSE's acquisition of a mining permit for the entire acreage as described herein.

Commencing January 1st, 2003, NSE shall pay the 'Owners', per calendar year, a fixed rate of forty-eight (48) thousand United States Dollars (\$48,000.00 USD) or Royalties in the amount of six one-hundreds of a United States Dollar (\$0.06 USD) per tonne of aggregate produced and shipped, whichever is greater.

COST OF LIVING: The aforementioned Royalties will be subject to a yearly adjustment to account for changes in the average Consumer Price Index (CPI) in the State of North Carolina. This adjustment will occur January 1st of each year.

PAYMENT OF FIXED RATE/ROYALTIES: Fixed payments or Royalty payments, for aggregate extracted and shipped by NSE, whichever one of the two applies to the month in question, shall be made on the 15th day of the calendar month proceeding the month billing reflects (e.g. A fixed payment for January would be due February 15th). If a payment date falls on a weekend or holiday, the payment shall be made the first business day proceeding said weekend or holiday.

All payments shall be equally divided between the 'Owners', with one (1) fifty percent (50%) share sent to Jason R. Lineberger and Lida C. Lineberger (i.e. 25% each) and the remaining fifty percent (50%) share sent to John A. Johnson and Joan L. Johnson (i.e. 25% each) to a total of one hundred percent (100%) of the fixed rate or royalties, whichever is applicable.

BOUNDARY LINES AND TIMBER: NSE may, at its expense, survey the boundary lines in order that the true and correct boundary of the lands of the 'Owners' shall be located, determined and properly marked. NSE will mark the area needed for aggregate removal, and will give 'Owners' one hundred and twenty (120) days from the date on which the area is marked to remove the timber from the designated area. All timber not removed within the said one hundred and twenty (120) days will be disposed of by NSE.

MINING OPERATIONS: NSE shall conduct its afore-described extraction (mining) operations on the leased premises in a proper and skillful manner in order to secure the greatest possible recovery of merchantable aggregates from the property. NSE shall conduct these operations in accordance with all existing local, provincial, and federal regulations pertaining to this type of operation. All mining activities shall be in accordance with all Nova Scotia Department of Environment and Labour rules and regulations, including but not limited to, reclamation and bonding of the operation.

INDEMNIFICATION: NSE shall save, indemnify and keep harmless the 'Owners' or any of them from and against any and all claims, damages, judgments, fines, penalties, and losses of any nature (specifically including, but not limited to, claims for personal injuries and property damage) arising in any manner from the mining operations or other activities of NSE on the property hereunder, providing the same does not derive from or arise from the fault or

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negligence of the 'Owners'. NSE shall at all times carry and maintain in effect Worker's Compensation Insurance, in accordance with all legal requirements, and adequate casualty and property insurance and public liability insurance,

CONSENT: 'Owners' agree to execute on NSE request any consent, disclaimer, or other form that may be necessary to obtain mining permits or be otherwise required by any federal, provincial or other governmental agency having jurisdiction with regard to the mining operations envisaged by this Lease.

ARBITRATION: In the event any dispute arises between the 'Owners' and NSE concerning the terms and provisions of this Agreement, including the payment of any monies due under this Lease, and the parties cannot agree among themselves upon a proper resolution of the dispute, then they agree to submit the matter to arbitration and the decision of the arbitration panel shall be final and binding upon the parties. The arbitration panel shall be selected as follows: 'Owners' and NSE shall each select an arbitrator and the two so chosen shall select a third arbitrator. The decision of a majority of the arbitrators shall control, and all costs of the arbitrators shall be divided equally between 'Owners' and NSE.

CONTROL: NSE is an independent contractor, and no control of the method or manner of the extracting and shipping of the aggregate, as hereinafter provided, is retained by the 'Owners'. This shall include any control or determination as to when said extracting operations shall commence or terminate.

ASSUMPTION OF LIABILITY: NSE hereby assumes any and all responsibility for and hereby agrees to save free and harmless the 'Owners' from any liability for injuries occurring to persons or their property resulting from or associated with the extracting and shipping of aggregate, the subject of this Agreement.

DEFAULT: In case of any default by NSE in the performance of any of the terms and conditions of this Agreement or in payment of any royalties due and owing, the 'Owners' shall give written notice of such default to NSE, and if the same is not corrected within thirty (30) days after such written notice is received, then and in such event the 'Owners' shall have the right to cancel and terminate this Agreement forthwith. Upon the termination, expiration, or cancellation of this Agreement, NSE shall surrender up quiet and peaceable possession of the demised premises to the 'Owners' ninety (90) days after the written notice to vacate has been issued.

MACHINERY AND EQUIPMENT: It is agreed between the parties hereto that any tools, machinery, buildings, or equipment brought or placed upon the premises hereby leased in connection with the mining operations contemplated under the terms of this Agreement shall remain the property of NSE, if placed thereon by NSE, and may be removed at the expiration of this Agreement or within ninety (90) days thereafter, unless there be default in the terms thereof or arrearages in the rentals or royalties due and payable hereunder.

TERMINATION OF USE: Upon termination of its use of all or any portion of the lands, NSE shall remove, at its cost, all of its machinery or equipment, not including the wharf facility, within ninety (90) days. NSE will pay for the cost of an environmental assessment of the site and pay all costs associated with any necessary remedial measures, as in accordance with government regulations.

LCY
[Signature]

TERMINATION CLAUSE: If NSE determines at any time that the aggregate underlying the premises hereby leased and demised becomes unprofitable for NSE to continue operations, or, if the quality of the said aggregate, in the opinion of NSE, is unmerchantable, or for any other reason, then NSE may terminate this Lease by giving written notice to 'Owners' sixty (60) days in advance of said termination date.

DAMAGES: NSE agrees to replace any fence and repair any roads damaged by said operations and to be responsible for any other damage directly caused by said operations.

COVENANTS OF TITLE: 'Owners' covenant that they have good right and title to the lands and property demised and the right to lease the same, and that NSE shall have quiet and peaceable possession of the same during the continuance of this Lease, and that they will warrant generally the property demised.

TAXES: 'Owners' agree to pay all Provincial, County and Federal taxes and other such taxes and payments incident to the ownership of the said property that may be assessed against the property with the exception of the following. NSE will be responsible for (pay) all taxes levied on improvements and equipment placed on said property by NSE and any increase in the 'Owner's' taxes as a direct or indirect result of NSE's operations.

ASSIGNMENT: This Agreement shall be freely and fully assignable.

SUCCESSORS AND ASSIGNS: It is agreed that the covenants, agreements, conditions and stipulations herein contained to be performed by either of the parties shall be binding upon the parties, their respective successors and assigns.

RECORDS INSPECTION: Should the need arise, and to ensure honest and fair dealings, NSE and 'Owners' agree to appoint mutually agreed upon representatives to inspect all of NSE's books, records and accounts/performance audits ('Records Inspection'), as related to the site as described herein, for the sole purpose of confirmation as to the amounts due to 'Owners'. Duplicate records of amounts of all stones harvested from the site shall be provided to 'Owners' on a monthly basis. Any and all information obtained within the 'Records Inspection' shall be kept strictly confidential between NSE and 'Owners'. Any unauthorized use of this information will result in harsh penalties laid upon the offending party.

OPERATIONS INSPECTION: NSE grants 'Owners' or their representatives the right to inspect operations at any time to satisfy 'Owners' that NSE is not breaching any of its contractual obligations to 'Owners' or any applicable law or regulation. Any and all information gleaned from these inspections is to be kept strictly confidential between NSE and the 'Owners'. Any unauthorized use of this information will result in harsh penalties laid upon the offending party.

FORCE MAJEURE: It is mutually agreed between the parties hereto that in the event of unavoidable delays in the operations of NSE due to strikes, lockouts, labor difficulties (whether such strike, lockout or labor difficulty involves employees of NSE or others), governmental restraint, market conditions, accidents, or acts of God, NSE shall then give the 'Owners' prompt written notice of such "force majeure" with reasonable full particulars concerning it. Thereupon, the obligations of NSE so far as it is affected by the "force

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majeure" shall be suspended during, but no longer than, the continuance of the "force majeure". Should the "force majeure" extend beyond a twelve (12) month period, NSE shall pay a fixed term of one thousand United States Dollars (\$1,000.00 USD) per month until said "force majeure" has been resolved.

ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have each duly executed this instrument, this the day and year first above written.

Nova Stone Exporters Incorporated (NSE)

By: Corinna B. Kincaid
Corinna B. Kincaid, President

AND

'Owners'

Jason R. Lineberger
Jason R. Lineberger

Lida C. Lineberger
Lida C. Lineberger

John A. Johnson
John A. Johnson

Joan L. Johnson
Joan L. Johnson

STATE OF NORTH CAROLINA
COUNTY OF LEE

I, undersigned, a Notary Public in and for said County and in said State, hereby certify that Jason R. Lineberger, Lida C. Lineberger, John A. Johnson, Joan L. Johnson, and Corinna B. Kincaid, whose names are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of April, 2002.

Sara G. Patterson
NOTARY PUBLIC

My commission expires: 3/24/2007

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