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HALIFAX COUNTY REGISTRY OF DEEDS		
I certify that this document was registered as shown here. Conrad Doucet Registrar	Document # 46705	Book 6137
	Pages 831-834	
THIS AGREEMENT MADE THIS 10 DAY OF September		

A.D., 1997.

BETWEEN:

331

ALL WEIGH SYSTEMS INC., (hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM
- Original Signed -
Municipal Solicitor

HALIFAX REGIONAL MUNICIPALITY, a body corporate, (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is or will become the registered owner of lands situated on the Oceanview School Road in Eastern Passage, the said lands being shown as Lot 7A on a plan of subdivision of the Lands of Atlantic Industries Limited and are more particularly described in Schedule "A" (the said lands being hereinafter called "the Property");

AND WHEREAS the Municipality entered into a development agreement with Atlantic Industries Ltd., as owner of the Property, to allow for an expansion of an industrial use, the said agreement being recorded at the Registry of Deeds Office for Halifax County as Document Number 23966 in Book 4736 at Pages 825 to 831 (and hereinafter referred to as the "Development Agreement");

AND WHEREAS the Developer has requested that the provisions of the Development Agreement be amended to allow for a change in the uses permitted under the Development Agreement and the Developer has agreed to assume and be liable for all of the covenants of Atlantic Industries Ltd. under the Development Agreement as so amended;

AND WHEREAS, pursuant to procedures and requirements of the Planning Act (R.S.N.S., c.346, s.1), the Municipality approved the Developer's request to amend the Development Agreement at a meeting of Council duly held on December 19, 1994;

WITNESS that in consideration of the mutual agreements herein contained and the sum of one dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged), the Developer and the Municipality agree as follows:

1. The Developer agrees to assume, perform and observe all of the terms, conditions, covenants, agreements and obligations required to be observed or performed on the part of Atlantic Industries Ltd. under the Development Agreement as herein amended, all as if the Developer was originally a party to the Development Agreement in the place of Atlantic Industries Ltd.
2. The Developer and the Municipality agree to replace Section 2 of the Development Agreement with the following words:

"The use of the Property shall be restricted to the manufacture and repair of weigh scales and any uses accessory thereto provided that there is no enlargement to, or relocation of, any building or accessory building located on the Property on the date of execution of this amending agreement unless authorized by Council of the Municipality under the provisions of Sections 19 and 20 of this Agreement."

3. The Developer and the Municipality agree to further amend the Development Agreement by adding the following paragraph as Section 18:
- " 18. Subject to Sections 19 and 20, no amendment of a substantial nature shall be made to this Agreement except in accordance with the applicable provisions of the Planning Act."
4. The Developer and the Municipality agree to further amend the Development Agreement by adding the following paragraphs as Sections 19 and 20:
- "19. The provisions of the Agreement relating to the following matters are identified and shall be deemed to be not substantial and may, subject to Section 20, be amended by resolution of the Council of the Municipality:
- (a) a change of permitted uses for the Property to any service industry or manufacturing operation which, in the opinion of Council, is considered similar in nature to the use permitted under this Agreement;
 - (b) the amendment of this Agreement to permit an addition to an existing building, or a new accessory building, which does not exceed three thousand (3,000) square feet of floor area;
 - (c) changes to requirements for parking and driveway areas, outdoor display areas, or signage.
20. Prior to passing any resolution under the provisions of Section 19, Council shall send a notice in writing (by ordinary mail posted at least ten (10) days prior to the meeting of Council to consider the resolution) to the owners, according to the assessment records maintained by the Province of Nova Scotia, of all properties located within five hundred (500) feet of the Property, according to the records maintained by the Nova Scotia Land Registration and Information Service, notifying such owners that they shall be permitted to present written or oral submissions to Council at the meeting to consider the resolutions to amend this Agreement under Section 19."
5. The parties agree that this Agreement shall, from the date hereof, be read and construed with the Development Agreement, and be treated as part thereof, and for such purpose and so far as may be necessary to effectuate this Agreement, the Development Agreement is hereby amended, and the Development Agreement as so amended, together with all of the covenants and provisions thereof, shall remain in full force and effect.

WITNESS that this amending Agreement, made in triplicate, was properly executed by the respective Parties the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of)
- Original Signed -)

SEALED, DELIVERED AND)
ATTESTED to by the proper)
assigning officers of Halifax)
Regional Municipality duly)
authorized in that behalf in)
the presence of)
- Original Signed -)

ALL WEIGH SYSTEMS INC.
- Original Signed -

per/

HALIFAX REGIONAL MUNICIPALITY
- Original Signed -

per: MAYOR
- Original Signed -

per: MUNICIPAL CLERK

APPROVED
AS TO FORM
Municipal Solicitor

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 10 day of September A.D., 1997, before me, the subscriber personally came and appeared Connie Moore, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the
- Original Signed -
one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Dorothy Gethroddin
A Commissioner of the
Supreme Court of Nova Scotia
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 26 day of September A.D., 1997, personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn made oath and said that the Halifax Regional Municipality, by its officer, Mayor Walter Fitzgerald and Vi Carmichael, Municipal Clerk, signed, sealed and delivered the same in his/her presence.

- Original Signed -

BARBARA I. MOAR
A Commissioner of the Supreme
Court of Nova Scotia

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SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being at Elkins Barracks, Eastern Passage in the County of Halifax, Province of Nova Scotia and shown as Lot 7A outlined in red on a plan prepared by Thomas S. Foster, M.S.L.S., and being more particularly described as follows:

BEGINNING at a point on the northwestern boundary of an existing road fifty feet (50') wide;

THENCE running north twenty-seven degrees forty-five minutes west (N 27°45' W) parallel to and perpendicularly distant five feet (5') from the southwestern side of the Eastern Passage Fire Station a distance of two hundred forty-two feet (242') to a point;

THENCE running south sixty-two degrees fifteen minutes west (S 62°15' W) a distance of two hundred seventy feet (270') to a point on the northeastern side of another existing road;

THENCE running south twenty-seven degrees forty-five minutes east (S 27°45' E) along the northeastern boundary of the said other existing road a distance of two hundred forty-two feet (242') or until it intersects the northwestern boundary of the first mentioned existing road;

THENCE running north sixty-two degrees fifteen minutes east (N 62°15' E) along the northwestern boundary of the first mentioned existing road a distance of two hundred seventy feet (270') to the place of beginning.

The above described lot of land containing one and one half (1.5) acres more or less.

SUBJECT TO prior a/first Mortgage to The Nova Scotia Trust Company.

- Original Signed -

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N.S. at 3:31 o'clock P. M., on the 10th day of December A. D. 19 73 in Book Number 2734 at Page 221 - Original Signed -

of the County of Halifax