

WASTE SERVICES PROPERTY VALUE PROTECTION PROGRAM

This document describes the Property Value Protection Program which will be available to a Benefiting Property Owner. The Program will only be available to owners of Benefiting Properties on the Effective Date. If the owner of a Benefiting Property has sold the property between the Effective Date and the date on which this Program is implemented by BFI Canada Inc. ("BFI"), then the Program shall not apply to such property, it being the intention that the Program will apply only to the first sale of a Benefiting Property after the implementation of the Program.

Definitions

- (a) "Benefiting Property" means each of the properties used exclusively for residential purposes, in relation to which there are no environmental issues or concerns, listed in Schedule "A" hereto which are within the area designated on Schedule "B" hereto (the "Catchment Area") and in respect of which the Benefiting Property Owner has entered into an agreement with BFI pursuant to Section 3.0 hereof. If after the date that BFI implements the Program, a property which would otherwise qualify as a Benefiting Property is used for commercial purposes or is used in a manner which results in environmental issues or concerns in relation to it, such property will not qualify for participation in the Program;
- (b) "Benefiting Property Owner" means the registered owner or owners of a Benefiting Property, who at the time of entering into an agreement with BFI has or have been the registered owner or owners thereof continuously since the Effective Date. For purposes of this definition, a registered owner who acquires an interest in a Benefiting Property as the

beneficiary of the estate of a registered owner of a Benefiting Property shall be deemed to be a Benefiting Property Owner for the purposes of this document;

- (c) “Certified Real Estate Appraiser” means a real estate appraiser holding the designation: CRA, (Canadian Residential Appraiser) or AACI, P. App (Accredited Appraiser Canadian Institute) as awarded by the Appraisal Institute of Canada;
- (d) “Effective Date” means November 25, 2005;
- (e) “Landfill” means the Navan Road Landfill owned and operated by BFI;
- (f) “Listing Price” means the price at which the Benefiting Property is listed for sale as determined in accordance with the provisions of Section 4 or 5 hereof;
- (f) “Market Value” means the amount that the Benefiting Property might be expected to realize if it were sold in the open market by a willing seller to a willing buyer at the date the Agreement is entered into between BFI and the Benefiting Property Owner pursuant to Section 3.1 hereof, with the exception that the Benefiting Property shall be valued as if the active Landfill does not exist;
- (g) “Program” means the Property Value Protection Program established by BFI as described herein;
- (h) “Protected Value” means the initial Listing Price established for a Benefitting Property through the appraisal process described in this document;
- (i) “BFI” means BFI Canada Inc the successor to Waste Services (CA) Inc., the owner and operator of the Landfill.

1. Intent of the Property Value Protection Program

1.0 It is the intent of this Program to provide property value protection to a Benefiting Property Owner.

2. Duration of the Program

2.0 The Program will be in effect commencing on November 1, 2011 and ending when the Landfill ceases to accept waste for disposal.

3.0 Agreement Required

3.1 If a Benefiting Property Owner wishes to avail himself or herself of the benefits of the Program, then, before listing the Benefiting Property for sale, a Benefiting Property Owner must, during the time that the Program is in effect:

- (i) notify BFI in writing of a desire to sell a Benefiting Property, in its entirety, on the open market, and at arm's length using the form attached as Schedule "C" (the "Listing Notice"); and
- (ii) execute and deliver an agreement with BFI pursuant to which the Benefiting Property Owner will agree to comply with the terms and conditions of the Program as herein set out (the "Program Agreement").

3.2 If BFI receives a Listing Notice from a Benefiting Property Owner, BFI will enter into a Program Agreement with such Benefiting Property Owner pursuant to which BFI will agree to comply with the terms and conditions of the Program as set out herein.

4.0 Appraisals of Benefiting Property

- 4.1 BFI will, at its sole cost and expense, within ten (10) days of the date of entering into a Program Agreement, order an appraisal of the Market Value of the Benefiting Property from a third party, independent, Certified Real Estate Appraiser (the “Initial Appraisal”). A copy of the Initial Appraisal will be provided by BFI forthwith after its receipt to a Benefiting Property Owner. Where the Initial Appraisal provides a range of a low and high Market Values, the Initial Appraisal Price shall be the mid-point of the low and the high Market Values set by the Initial Appraisal. The Benefiting Property Owner (s) may also elect, at his or her sole cost and expense to obtain an appraisal of the Market Value of the Benefiting Property from a third party, independent Certified Real Estate Appraiser (the “Owner Appraisal”) and will, if they so elect, advise BFI of their election and provide BFI with a copy of the Owner Appraisal. If a Benefiting Property Owner elects to obtain an Owner Appraisal, then the Listing Price shall be determined in the same manner as if the Benefiting Property Owner objected to the Initial Appraisal and the Owner Appraisal shall be treated as a Second Appraisal pursuant to the provisions of Section 5.0 hereof.
- 4.2 If a Benefiting Property Owner objects to the Initial Appraisal, then such Benefiting Property Owner(s) shall give notice in writing of such objection to BFI within fifteen (15) days of receipt of the Initial Appraisal (the “Objection Period”), and may exercise their right to have an additional appraisal completed pursuant to paragraph 5 hereof, instead of listing the Benefiting Property pursuant to Section 4.4 hereof. The Benefiting Property Owner(s) will notify BFI in writing of their intention within the Objection Period.

- 4.3 If BFI wishes to purchase the Benefiting Property for the Market Value as set out in the Initial Appraisal (the “Initial Appraisal Price”) and the Benefiting Property Owner has not given notice of objection prior to the expiration of the Objection Period, BFI shall have 15 days from the expiration of the Objection Period (the “Option Notice Period”), within which it may provide notice in writing to the Benefiting Property Owner that BFI elects to purchase the Benefiting Property for the Initial Appraisal Price (the “Option Notice”). In the event that BFI exercises its option to purchase the Benefiting Property by delivering an Option Notice, the closing date for the transaction shall be chosen by the Benefiting Property Owner, at their sole option, provided that the closing date shall not be less than 30 days nor more than 180 days from the date on which BFI delivered the Option Notice. No chattels shall be included in the purchase and no fixtures shall be excluded from the purchase. The last date for requisitions shall be 25 days from the date of delivery of the Option Notice. All other terms and conditions of the purchase shall be governed by the standard residential freehold resale Agreement of Purchase and Sale in use by members of the Ottawa Real Estate Board as of the date of the Option Notice (the “**OREA Agreement**”), with BFI being the Buyer for the purposes of the OREA Agreement and the Benefiting Property owner being the Seller. A copy of the OREA Agreement currently in use in Ottawa is attached as Schedule “D” to this Agreement.
- 4.4 If the Benefiting Property Owner does not object to the Initial Appraisal and BFI does not deliver an Option Notice pursuant to Section 4.3 above, then the Benefiting Property Owner shall within thirty (30) days of expiration of the Objection Period list the property for sale on the open market with a registered third party real estate agent through the Multiple Listing

Service®, at the Initial Appraisal Price and pursuant to the Program and the Program Agreement.

5.0 Dispute of Appraisal Results by Benefiting Property Owner

- 5.1 If the Benefiting Property Owner gives notice in accordance with Section 4.2 above and wish to participate in the Program, then they will, within 10 days of giving notice in accordance with Section 4.2, order another third-party, independent appraisal by a Certified Real Estate Appraiser of the Market Value of the Benefiting Property (the “Second Appraisal”), at the cost of Benefiting Property Owner and will provide a copy of same to BFI upon receipt. If there is a difference of less than 10% between the Initial Appraisal Price and the Market Value of the Benefiting Property determined by the Second Appraisal (the “Second Appraisal Price”), then the Listing Price for the Benefiting Property will be the average of the Initial Appraisal Price and the Second Appraisal Price. Where the Second Appraisal provides a range of a low and high Market Values, the Second Appraisal Price shall be the mid-point of the low and the high Market Values set by the Second Appraisal. If the difference between the Initial Appraisal Price and the Second Appraisal Price is greater than 10%, then the appraiser retained to complete the Initial Appraisal and the appraiser retained to complete the Second Appraisal shall agree on a third, third-party, independent Certified Real Estate Appraiser who will be retained at BFI’s sole cost and expense, to prepare an appraisal (the “Third Appraisal”) of the Market Value of the Benefiting Property (the “Third Appraisal Price”). Where the Third Appraisal provides a range of a low and high Market Values, the Third Appraisal Price shall be the mid-point of the low and high Market Value set by the Third Appraisal. In the event a Third Appraisal is obtained, the Listing Price of the Benefiting Property will be the market price established in the Initial Appraisal, the

Second Appraisal or the Third Appraisal which is neither the lowest nor the highest of the Initial Appraisal Price, the Second Appraisal Price and the Third Appraisal Price. By way of example, if the Initial Appraisal Price is \$350,000.00, the Second Appraisal Price is \$300,000.00 and the Third Appraisal Price is \$375,000.00, the Listing Price will be \$350,000.

5.2 If BFI wishes to purchase the Benefiting Property at the Listing Price established pursuant to this Section 5, BFI shall have 15 days following determination of the Listing Price (the "Option Notice Period"), within which it may provide notice in writing to the Benefiting Property Owner that BFI elects to purchase the Benefiting Property for the Listing Price established pursuant to this Section 5.0 (the "Option Notice"). In the event that BFI exercises its option to purchase the Benefiting Property by delivering an Option Notice, the closing date for the transaction shall be chosen by the Benefiting Property Owner provided that the closing date shall not be less than 30 days nor more than 180 days from the date on which BFI delivered the Option Notice. No chattels shall be included in the purchase and no fixtures shall be excluded from the purchase. The last date for requisitions shall be 25 days from the date of delivery of the Option Notice. All other terms and conditions of the purchase shall be governed by the OREA Agreement, with BFI being the Buyer for the purposes of the OREA Agreement and the Benefiting Property owner being the Seller. A copy of the OREA Agreement currently in use in Ottawa is attached as Schedule "D" to this Agreement.

5.3 If BFI does not deliver an Option Notice pursuant to Section 5.2 above, then the Benefiting Property Owner shall, within thirty (30) days following determination of the Listing Price pursuant to this Section 5, list the property for sale on the open market for a price equal to

the Listing Price with a registered third party real estate agent through the Multiple Listing Service® and pursuant to the Program and the Program Agreement.

6.0 Program Application on Sale to a Third Party

6.1 Once listed pursuant to Section 4 or 5 hereof, the Benefiting Property shall be listed for a period of at least three (3) months unless sold prior to the expiration of such three (3) month period pursuant to the terms of the Program and the Program Agreement. The Benefiting Property Owner may elect to extend the listing of the Benefiting Property for sale beyond the three (3) month period for additional periods of three (3) months on a rolling basis, by written notice to BFI. During the period that the Benefiting Property is listed for sale, the Benefiting Property Owner will make reasonable efforts to sell the Benefiting Property to a bona fide third party purchaser for its Listing Price. After 30 days from the date of the original listing, the Benefiting Property Owner may elect to decrease the Listing Price by not more than 5%. Thereafter, and for as long as the Benefiting Property is listed for sale, the Benefiting Property Owner may decrease the Listing Price by not more than 5% every 30 days until the Benefiting Property is sold, provided that the Benefiting Property Owner shall give BFI no less than 7 days notice in writing of his intention each time he is going to decrease the Listing Price. Decreasing the Listing Price in this manner shall not affect the entitlement to compensation under this agreement. The Protected Value shall always be the initial Listing Price.

6.2 (a) Subject to Section 6.2 (b) below, if the Benefiting Property Owner receives a bona fide arms length offer to purchase the Benefiting Property for a purchase price that is less than the Listing Price but greater than 90% of the Listing Price and which the Benefiting Property

Owner accepts, then the Benefitting Property Owner shall provide a copy of the third party offer to BFI, as accepted, within ten (10) days of such acceptance, accompanied by a sworn affidavit of the Benefitting Property Owner attesting as to (i) the identity of the purchaser of the Benefitting Property, (ii) any relationship (whether by marriage, birth or other) that the proposed purchaser has with the Benefitting Property Owner, or if none, affirming that there is no such relationship, and (iii) that a true and complete copy of the bona fide third party offer to purchase has been provided to BFI. The Benefitting Property Owner shall provide confirmation in writing to BFI of the completion of the sale of the Benefitting Property, within ten (10) days of its closing, including a copy of the closing statement confirming the sale price of the Benefitting Property to the third party purchaser.

(b) Notwithstanding the foregoing provisions, if the Benefitting Property Owner receives a bona fide third party offer to purchase the Benefitting Property for a purchase price that is less than ninety percent (90%) of its Listing Price, as the same may be adjusted in accordance with Section 6.1 above (the "Third Party Offer"), which the Benefitting Property Owner proposes to accept, then before accepting such Third Party Offer, the Benefitting Property Owner shall provide BFI with a true and complete copy of the Third Party Offer, accompanied by the affidavit required pursuant to Section 6.2 (a) above, and BFI shall have a right, exercised by notice in writing delivered to the Benefitting Property Owner(s) within ten (10) days of receipt by BFI of the Third Party Offer and affidavit, to purchase the Benefitting Property for the Listing Price. If BFI gives notice of the exercise of its purchase right within such ten (10) day period, then the Benefitting Property Owner shall not accept the Third Party Offer and BFI shall be bound to complete the purchase of the eligible property for the Listing Price and otherwise on the same terms and conditions as set out in

the Third Party Offer. If BFI does not give notice of exercise of its purchase right, then the Benefiting Property Owner may complete the sale to the third party named in and otherwise in accordance with the Third Party Offer and the Benefiting Property Owner shall provide confirmation in writing to BFI of the completion of the sale in accordance with the Third Party Offer, within ten (10) days of its closing, including a copy of the closing statement confirming the sale price of the Benefiting Property to the third party purchaser named in the Third Party Offer.

- 6.3 Provided that the Benefiting Property Owner has complied with the Program and the Program Agreement, BFI will pay an amount equal to the difference between the actual selling price of the Benefiting Property and the Protected Value to the Benefiting Property Owner, no later than sixty (60) days following the closing of the sale of the Benefiting Property to the bona fide arms length purchaser named in the offer submitted to BFI pursuant to Section 6.2 hereof.
- 6.4 Nothing herein will require BFI to pay or reimburse a Benefiting Property Owner for any real estate commission or other costs, expenses or compensation arising from, or related to the sale of the Benefiting Property or the move of the Benefiting Property Owner from the Benefiting Property.
- 6.5 All of the obligations of BFI under the Program are conditional on the Benefiting Property Owner providing representatives of the appraiser(s) appointed by BFI pursuant to the

Program, with such access to the Benefiting Property as such representatives may reasonably require for purposes of conducting appraisals, provided that they shall be accompanied by the Benefiting Property Owner or representative(s) of the Benefiting Property Owner, if the Benefiting Property Owner so requires.

- 6.6 Any Benefiting Owner may opt out of the Program at any time prior to completion of a sale to a third party or the creation of a binding contract to sell the Benefiting Property to BFI on notice in writing to BFI. If a Benefiting Owner elects to opt out of the Program, such Benefiting Property Owner shall not thereafter be permitted to avail himself or herself of the Program.

SCHEDULE "A"

LIST OF PROPERTIES WITHIN CATCHMENT AREA

BFI PVPP Property List in Catchment Area- November 2011 - DRAFT

	ADDRESS	Lot Number	CURRENT OWNER	Previous Owner	Mailing Address
1	3237 Navan Rd.	CON 4 OF PT LOT 4 RP 5R11511;PARTS 1 AND 3	Sabita Khandelwal	Denis & Monique Berube	RR#2 Navan, Ontario K4B 1H9
2	3241 Navan Rd.	CON 4 OF PT LOT 4 RP5R11511;PART 2	Suzanne Thibault	same	RR#2 Navan, Ontario K4B 1H9
3	3252 Navan Rd.	CON 4 OF PT LOT 4	Ih Chu & Shih Ping Sun	same	1967 Camborne Cres. Ottawa, ON K1H 7B6
4	3253 Navan Rd.	CON 4 OF PT LOT 4	1561976 Ontario Inc.	(Ashcroft)	18 Antares, Nepean, ON K2E 1E9
5	3270 Navan Rd.	CON 4 OF PT LOT 4	Raymond Lanoue & Monique Bellec	same	P.O. Box 102 Stn. Main, Navan, ON K4B 1J3
6	3303 Navan Rd.	CON 4 OF PT LOT 4	1561976 Ontario Inc.	property not listed (Ashcroft)	18 Antares, Nepean, ON K2E 1E9
7	3318 Navan Rd.	CON 4 OF PT LOT 4 304.4 FR X 323.1 ES X 229.45 RR X486;WS	Sofia Fendrykowski	John & Sofia Fendrykowski	RR#2 Navan, Ontario K4B 1H9
8	3320 Navan Rd.	CON 4 OF PT LOT 4	Jean & Denise Sicard	same	RR#2 Navan, Ontario K4B 1H9
9	3323 Navan Rd.	CON 4 OF PT LOT 4	1561976 Ontario Inc.	1561976 Ontario Inc. (Ashcroft)	18 Antares, Nepean, ON K2E 1E9
10	3329 Navan Rd.	CON 4 OF PT LOT 4	Claude Roy	same	RR#2 Navan, Ontario K4B 1H9
11	3330 Navan Rd.	CON 4 OF PT LOT 4	Pelagia Jarzabek	same	RR#2 Navan, Ontario K4B 1H9
12	3341 Navan Rd.	CON 4 OF PT LOT 4	1561976 Ontario Inc.	same (Ashcroft)	18 Antares, Nepean, ON K2E 1E9
13	3346 Navan Rd.	CON 4 OF PT LOT 3 RP 5R-6669;PART 1 & 2	Marette Meghar	same	RR#2 Navan, Ontario K4B 1H9
14	3445 Navan Rd.	CON 4 OF PT LOT 3	Richard Cleroux	same	2567 Navan Rd., RR#9, Navan ON K1C 7G4
15	3349 Navan Rd.	CON 4 OF PT LOT 3 RP:5R-12779 PARTS 1 AND 2 RP:5R-1488 PART 2	Rendez-Vous Des Aines Francophones d'Ottawa	same	3349 Navan Rd. Navan, Ontario K4B 1H9
16	3457 Navan Rd.	CON 4 OF PT LOT 3	Sabita Khandelwal	same	RR#2 Navan, Ontario K4B 1H9
17	3463 Navan Rd.	CON 4 OF PT LOT 3 AND RP 5R1041;PART 1 AND RP 4R21430 PART 1	Georges & Claire Poirier	Georges Poirier	RR#2 Navan, Ontario K4B 1H9
18	3471 Navan Rd.	GLOUCESTER CON 4 PT LOT 3	Normand, Simone & Estate of Patrick Boucher	Estate of Patrick Boucher	1426 McFadden Rd. RR#1 Navan, ON K4B 1H8
19	3487 Navan Rd.	CON 4 OF PT LOT 2	Gagnon, Anita	same	RR#2 Navan, Ontario K4B 1H9
20	3495 Navan Rd.	CON 4 OF PT LOT 2	Eloida Wachsmuth	Klaus & Eloida Wachsmuth	RR#2 Navan, Ontario K4B 1H9
21	3509 Navan Rd.	CON 4 OF PT LOT 2	Eloida & Klaus Wachsmuth	Klaus & Eloida Wachsmuth	P.O. Box 111, Stn. Main, Navan, ON K4B 1J3
22	3533 Navan Rd.	CON 4 OF PT LOT 2	813720 Ontario Ltd.	same	1197 Jerome C'ries., Orleans, ON K1C 2A7
23	3553 Navan Rd.	CON 4 OF PT LOT 2	Jacques & Nicole Regnier	same	RR#2 Navan, Ontario K4B 1H9
24	3565 Navan Rd.	CON 4 OF PT LOT 2	Denis Bergeron & Denise Veilleneuve	same	RR#2 Navan, Ontario K4B 1H9
25	3573 Navan Rd.	CON 4 OF N PT LOT 2 RP:4R21216 PARTS 1 AND 4	Marion-Inga and Nando Farinaccio	Carmen Cole, Aline Dulrisac & Paul Bergeron	RR#2 Navan, Ontario K4B 1H9
26	3583 Navan Rd.	GLOUCESTER CON 4 OF N PT LOT; 2 RP 4R21216 PARTS 2 AND 5	Paul & Louise Bergeron	same	RR#2 Navan, Ontario K4B 1H9
27	3585 Navan Rd.	CON 4 OF PT LOT 2	Paul & Denise Cleroux	same	RR#2 Navan, Ontario K4B 1H9
28	3588 Navan Rd.	CON 4 OF PT LOT 2 RP5R9468;PART 1	Lise Cleroux	Lucien A. Cleroux	RR#2 Navan, Ontario K4B 1H9
29	3602 Navan Rd.	CON 4 OF PT LOT 2	Michel & Emile Abdelnour	same	RR#2 Navan, Ontario K4B 1H9
30	3603 Navan Rd.	CON 4 OF N PT LOT 2 RP:5R5811 PARTS 4 AND 5	Robert Gravelle	Sylvina Gravelle	RR#2 Navan, Ontario K4B 1H9
31	3609 Navan Rd.	CON 4 OF N PT LOT 2 RP5R5811;PART 3	Robert Gravelle	same	RR#2 Navan, Ontario K4B 1H9
32	3612 Navan Rd.	CON 4 OF PT LOT 2	Nino Cappellazzi	same	RR#2 Navan, Ontario K4B 1H9
33	3613 Navan Rd.	CON 4 OF N PT LOT 2	David & Kelly Tersigni	Marie Leeson	175 Ivy Cres. Ottawa, ON K1M 1X7
34	3625 Navan Rd.	CON 4 OF PT LOT 1	Jacques Lemieux	Jerome Cleroux	788 May St. Ottawa, ON K1K 3H3
35	3628 Navan Rd.	CON 4 OF PT LOT 2	David H. Laverigne	same	RR#2 Navan, Ontario K4B 1H9
36	3628 Navan Rd.	CON 4 OF W PT LOT 1 RP5R6906;PART 1	Construction Lien - Russ Keenan Enter Inc. Benoit	Reinhold Herr, Erika Herr	5460 Canotek Rd. Unit 109, Gloucester, ON K1J 9H2
37	3629 Navan Rd.	CON 4 OF PT LOT 1	Rene & Odette Lefebvre	same	RR#2 Navan, Ontario K4B 1H9
38	3630 Navan Rd.	CON 4 OF PT LOT 1 RP:5R-12298 PART 1	Aartee Khandelwal	Same	RR#2 Navan, Ontario K4B 1H9
39	3649 Navan Rd.	Con. 4 OF PT Lot 1	Helene Cleroux	same	RR#2 Navan, Ontario K4B 1H9
40	3650 Navan Rd.	CON 4 OF PT LOT 1	Marc Andre Bolduc	same	RR#2 Navan, Ontario K4B 1H9
41	3651 Navan Rd.	Con. 4 OF PT Lot 1	Murielle & Vincent Levasseur	same	1450 Cumberland Ridge Rd. Cumberland ON K4C 1E1
42	3652 Navan Rd.	Con. 4 OF PT Lot 1 RP 5R1-4410	Pierre Casutt & Helene Corbeil	Denis & Danielle Cleroux	RR#2 Navan, Ontario K4B 1H9
43	3654 Navan Rd.	Con. 4 OF PT Lot 1	Carmen Cole	Fernand Cole and Carmen Cole	RR#2 Navan, Ontario K4B 1H9
44	3659 Navan Rd.	CON 4 (OF) PT LOT 1 RP:5R4027 PT 1	Community Hall - City of Ottawa	same	
45	3661 Navan Rd.	Con. 4 OF PT Lot 1 RP 5R-4340	David P. Beauvais & Rosanne Zentner	same	RR#2 Stn. Main, Navan Ontario K4B 1H9

ADDRESS	Lot Number	CURRENT OWNER	Previous Owner	Mailing Address
3667 Navan Rd.	Con. 4 OF PT Lot 1 RP 5R-4340	Robert and Theresa Curley	same	RR#2 Navan, Ontario K4B 1H9
3670 Navan Rd.	CON 4 OF PT LOT 1 RP4R-15091;PART 1	Listed as 3675 - no info		
3675 Navan Rd.	Con. 4 OF PT Lot 1 RP 4R-15091	Leon G. & Noella Desbiens	same	RR#2 Navan, Ontario K4B 1H9
3680 Navan Rd.	Con. 4 OF PT Lot 1 RP 5R1-502	Jeff Lanoue	same	RR#2 Navan, Ontario K4B 1H9
3683 Navan Rd.	Con. 11 PT Lot 7 50R-651	Edouard & Denise Cleroux	Edouard & Denise Cleroux	RR#2 Navan, Ontario K4B 1H9
3686/68 Navan Rd.	Con. OF PT LOT 1, PART 1, 2 & 3	Paul Doran (listed as 778561 Ontario Inc.)	same	
3689 Navan Rd.	CON 4 OF PT LOT 1	Navan Food Centre	same	RR#2 Navan, Ontario K4B 1H9
3690 Navan Rd.	Con. 4 OF SPT Lot 1	Stella Ward	same	RR#2 Navan, Ontario K4B 1H9
3708 Navan Rd.	Con. 4 OF PT Lot 1 RP	The Game Professional Miniature Golf Inc.	same	471 Marolaine St., Orleans, ON K4A 1X7
3713 Navan Rd.	CON 4 OF PT LOT 1 RP 5R2242;PART 2	Caisse Populaire Trillium	same	1173 Cyrville Rd. Gloucester, ON K1J 7H6
3714 Navan Rd.	RP 5R-1137 PARTS 1 & 2	Gerald & Nicole Lefebvre - APlus Transmission	same	RR#2 Navan, Ontario K4B 1H9
3718 Navan Rd.	CON 4 OF PT LOT 1 RP 5R3258;PART 3	Marcel Levesque	same	6674 Leblond St. Orleans, ON K1C 1J8
3737 Navan Rd.	CON 11 PT LOT 6	Roman Catholic Episcopal Corp	same	
3739 Navan Rd.	CON 11 PT LOT 6	Roman Catholic Episcopal Corp	same	
3772 Navan Rd.	Con. 11 PT Lot 6 RP 50R-2823	Denis Dumouchel	Dorilde & Vincent Chiasson	RR#2 Navan, Ontario K4B 1H9
3790 Navan Rd.	Con. 11 PT Lot 6 RP 50R-5203	Andre Gauthier & Diane Morris	Mohamed B. Chouani	RR#2 Navan, Ontario K4B 1H9
3796 Navan Rd.	Con. 11 PT Lot 7 RP 50R-2542	Alain Dumouchel	Denis Dumouchel	RR#2 Navan, Ontario K4B 1H9
3808 Navan Rd.	Con. 11 PT Lot 7 RP 50R-4485	Diane Morris & Andre Gauthier	same	RR#2 Navan, Ontario K4B 1H9
3814 Navan Rd.	Con. 11 PT Lot 7 RP 50R-4485	Iman Ibrahim & Barry Haden	Rachelle Robinson	RR#2 Navan, Ontario K4B 1H9
3826 Navan Rd.	Con. 11 PT Lot 7 RP 50R-2257	Susan Vale & David McDonald	same	RR#2 Navan, Ontario K4B 1H9
3832 Navan Rd.	Con. 11 PT Lot 7	Pascal Pelletier & Denise M. Faubert	same	RR#2 Navan, Ontario K4B 1H9
3842 Navan Rd.	Con. 11 PT Lot 7 RP 50R-1308	Alice Farley	same	RR#2 Navan, Ontario K4B 1H9
2691 Mer Bleue	CON 11 PT LOT 7 RP 50R-2823;PART 1	Mourad & Meryem Chaouni	same	RR#2 Navan, Ontario K4B 1H9
2699 Mer Bleue	CON 11 PT LOT 7 RP 504-1016;PART 1	Theo & Ely Kowala	same	1392 Aurele St., Gloucester, ON K1B 3L3
2711 Mer Bleue	CON 11 PT LOT 7	Daniel Dore & Nathalie Vallee	same	RR#2 Navan, Ontario K4B 1H9
2717 Mer Bleue	CON 11 N PT LOT 7	Marc Claude Rancourt & Irene Legere-Rancourt	same	RR#2 Navan, Ontario K4B 1H9
2721 Mer Bleue	CON 11 PT LOT 7 RP 50R-7353;PART 1	sold Dec2, 2009 owner ?	Freeman's Family Tree Youth Services Inc.	1100 Barnett, Cumberland ON K4C 1C7
2727 Mer Bleue	CON 11 PT LOT 7	Ed & Jamie Carmichael	Violetta & Sloyan Dimova	RR#2 Navan, Ontario K4B 1H9
2900 Mer Bleue	CON 4 OF PT LOT 1 RP 5R-3258;PART 2	Jenny Muzik & Michael Johnson	same	RR#2 Navan, Ontario K4B 1H9
2916 Mer Bleue	CON 4 OF PT LOT 1 RP 4R-11235 PART 1	Denis & Monique Berube	Jeff Lanoue -Trustee - 778561 Ont Inc.	
2916A Mer Bleue	CON 4 OF PT LOT 1 RP 5R14020;PARTS 1 TO 3	Part of golf operation		
2922 Mer Bleue	CON 4 OF PT LOT 1	Colette St. Denis & Mark Jolicœur	Denis & Barbara Ste. Marie	
2928 Mer Bleue	CON 4 OF S PT LOT 1	Denis & Barbara Ste. Marie	same	Navan, ON K4B 1H9
2934 Mer Bleue	CON 4 OF SPT LOT 1	Marion Petrie	Marion Petrie	RR#2 Navan, Ontario K4B 1H9
2940 Mer Bleue	CON 4 OF PT LOT 1 RP 5R2412;PART 1	Filberto & Ida Millo	same	Gloucester, ON K4A 0G2
119 Grandpre	Plan 50M - 178 - Lot 19	Gisèle C. Seguin & Denis C. Emond	Luc Seguin	Navan, Ontario K4B 1K3
120 Grandpre	Plan 50M - 178 - Lot 1	Alfin and Christine Bhanji	Maria Antoinetta Persic	Navan, Ontario K4B 1K3
127 Grandpre	Plan 50M - 178 - Lot 18	Pamela J. Amott & Daniel J. Roberge	same	Navan, Ontario K4B 1K3
128 Grandpre	Plan 50M - 178 - Lot 2	Evan L. & Anne E. Fowler	same	Navan, Ontario K4B 1K3
135 Grandpre	Plan 50M - 178 - Lot 17	Tammy Laframboise	Martin Laboissonniere	Navan, Ontario K4B 1K3
136 Grandpre	Plan 50M - 178 - Lot 3	Lise Gravel, and Gerard Meunier	Clarie Cronier	Navan, Ontario K4B 1K3
143 Grandpre	Plan 50M - 178 - Lot 16	Fritzer & Mona Joseph	same	Navan, Ontario K4B 1K3
144 Grandpre	Plan 50M - 178 - Lot 4	Denis Brazeau	same	Navan, Ontario K4B 1K3
151 Grandpre	Plan 50M - 178 - Lot 15	Charles T. & Cherrill L. Boyer	same	Navan, Ontario K4B 1K3

ADDRESS	Lot Number	CURRENT OWNER	Previous Owner	Mailing Address
152 Grandpre	Plan 50M - 178 - Lot 5	Michael & Susan Peloso	same	Navan, Ontario K4B 1K3
159 Grandpre	Plan 50M - 178 - Lot 14	Richard G. & Sheila M. Brisson	same	Navan, Ontario K4B 1K3
160 Grandpre	Plan 50M - 178 - Lot 6	Cynthia Rivard & Edwin Morton	same	Navan, Ontario K4B 1K3
167 Grandpre	Plan 50M - 178 - Lot 13	Lynne & Gerald Taylor	same	Navan, Ontario K4B 1K3
168 Grandpre	Plan 50M - 178 - Lot 7	Vicki Rozon	same	Navan, Ontario K4B 1K3
175 Grandpre	Plan 50M - 178 - Lot 12	Michel & Marjolaine Cote	same	Navan, Ontario K4B 1K3
176 Grandpre	Plan 50M - 178 - Lot 8	Mohamed M. & Ameena Haqqani	same	Navan, Ontario K4B 1K3
181 Grandpre	Plan 50M - 178 - Lot 11	Christopher & Kimberly McShane	same	Navan, Ontario K4B 1K3
182 Grandpre	Plan 50M - 178 - Lot 9	Judith & Roger Reifler	same	Navan, Ontario K4B 1K3
186 Grandpre	Plan 50M - 178 - Lot 10	Michael & Jennie Sayyeau	same	Navan, Ontario K4B 1K3

SCHEDULE "B"

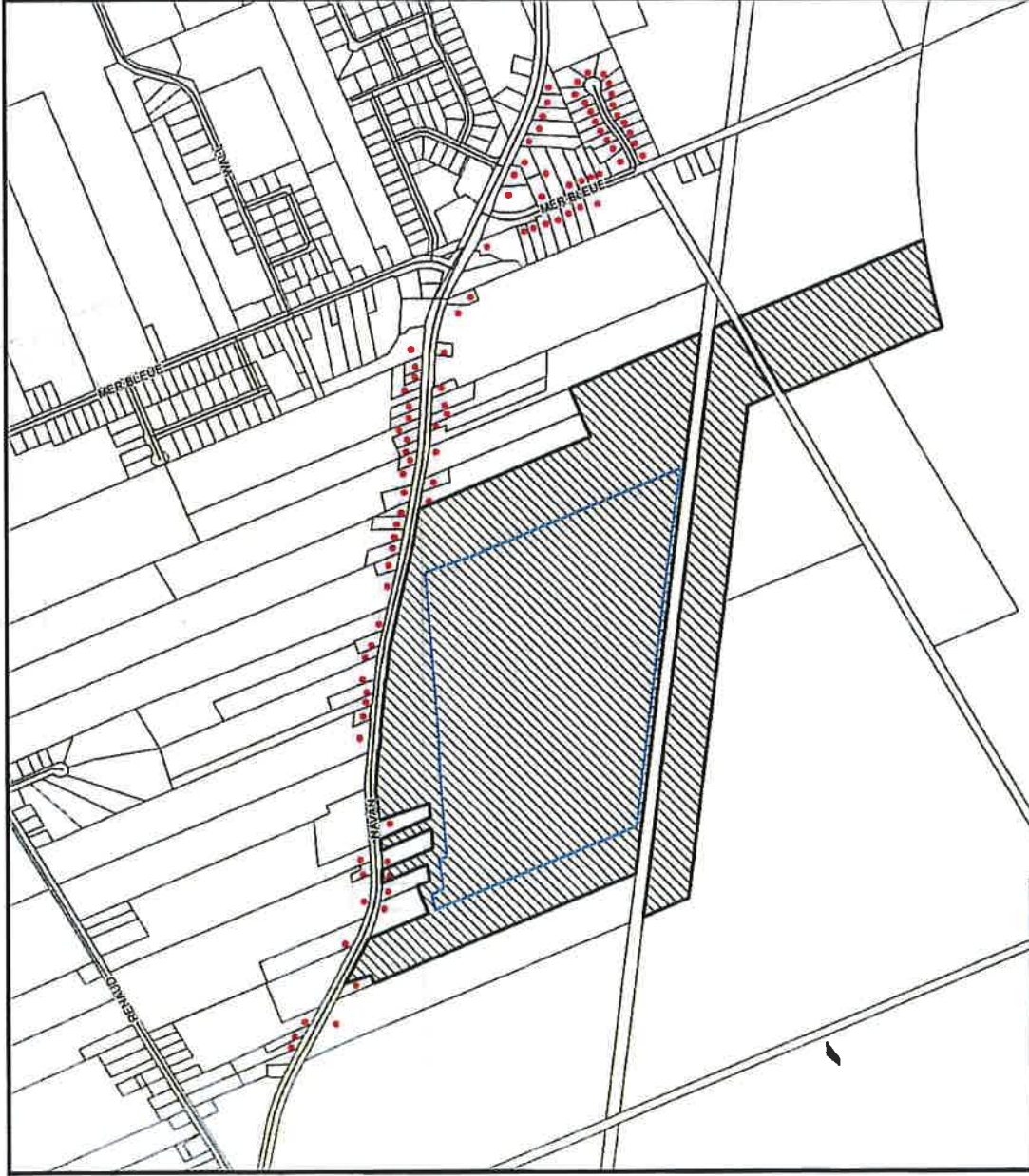
CATCHMENT AREA

WSI - NAVAN PROPERTY VALUE PROTECTION PLAN

- WSI LANDFILL LIMITS
- WSI LANDS
- PARCELS
- ROADS
- PROPERTIES COVERED BY PLAN

Scale 1:10,000
0 125 250 500 Meters

Prepared: April 2007
JLR No. 20837-07



PVPP FIGURE 1

Schedule "C" to the

Waste Services Property Value Protection Program (the "PVPP")

Whereas, paragraph 3.1 of the PVPP provides that:

If a Benefiting Property Owner wishes to avail himself or herself of the benefits of the Program, then, before listing the Benefiting Property for sale, a Benefiting Property Owner must, during the time that the Program is in effect:

- (i) notify BFI in writing of a desire to sell a Benefiting Property, in its entirety, on the open market, and at arm's length using the form attached as Schedule "C" (the "Listing Notice"); and*
- (ii) execute and deliver an agreement with BFI pursuant to which the Benefiting Property Owner will agree to comply with the terms and conditions of the Program as herein set out (the "Program Agreement").*

And Whereas, the undersigned, a Benefiting Property Owner under the PVPP wishes to sell _____, Ottawa, Ontario (the "Benefiting Property") on the open market and at arm's length;

LISTING NOTICE

I / We give/gives notice to BFI of my / our desire to sell the Benefiting Property on the open market and at arm's length. I / We agree to comply with the terms and conditions of the PVPP and further agree that this document, once accepted by BFI, shall constitute the Program Agreement called for by 3.1 (ii) of the PVPP.

Dated and signed at Ottawa, Ontario this _____ day of _____, 201____

Witness (print name and address below)

Benefitting Property Owner

Witness (print name and address below)

Benefitting Property Owner

Witness (print name and address below)

Benefitting Property Owner

BFI, in signing below, acknowledges receipt of this Listing Notice, confirms that it will be bound by the provisions of the PVPP, and agrees that this document, signed by the parties, constitutes the Program Agreement called for by paragraph 3.1(ii) of the PVPP.

Dated and signed at Ottawa, Ontario this _____ day of _____, 201____

BFI Canada Inc., by its authorized signing officer who, in signing below warrants that he has the authority to bind the corporation:

Please print name and office held below:

SCHEDULE "D"

COPY of OREA AGREEMENT

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this..... day of 20.....

BUYER,....., agrees to purchase from
(Full legal names of all Buyers)

SELLER,....., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address..... fronting on the side
of..... in the

and having a frontage of more or less by a depth of more or less

and legally described as

..... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

Dollars (CDN\$).....

..... Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$).....

by negotiable cheque payable to..... "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by until a.m./p.m. on
(Seller/Buyer)

the day of 20....., after which time, if not accepted, this
Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the day
of 20..... . Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant
to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby
appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a
Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled
or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any
notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto,
this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule
hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the
Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Seller) FAX No. (For delivery of notices to Buyer)

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be the Purchase Price. If the sale of the property is not subject to HST, (included in/in addition to) Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of....., 20....., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** **The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:


..... (Witness) (Buyer)	 DATE.....
..... (Witness) (Buyer)	 DATE.....

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness) (Seller)	 DATE.....
..... (Witness) (Seller)	 DATE.....

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse)	 DATE.....
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CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a.m./p.m. this.....day of....., 20.....

.....
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.(.....)

Co-op/Buyer Brokerage..... Tel.No.(.....)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Seller)

..... DATE.....
(Seller)

Address for Service.....
..... Tel.No.(.....)

Seller's Lawyer.....

Address.....
(.....)..... Tel.No. (.....) FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

..... DATE.....
(Buyer)

..... DATE.....
(Buyer)

Address for Service.....
..... Tel.No.(.....)

Buyer's Lawyer.....

Address.....
(.....)..... Tel.No. (.....) FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

.....
(Authorized to bind the Listing Brokerage)

.....
(Authorized to bind the Co-operating Brokerage)