

## FINANCING AGREEMENT

The City of \_\_\_\_\_/The \_\_\_\_\_ a \_\_\_\_\_  
Public/Private entity, domiciled at \_\_\_\_\_ represented by  
Mr. \_\_\_\_\_, Mayor/President, hereby applies to CINERGEX SOLUTIONS LTD.,  
15578 Highway 48, R.R. #3, Stouffville, Ontario, L4A 7X4, AND PRACTICAL ORGANIC WASTE  
ENERGY RECOVERY SYSTEMS, INC. domiciled at 27134-32<sup>nd</sup> Ave., Aldergrove, British Columbia,  
V4W 3H7, CANADA represented by Messrs. Gus Papadakos and Kenneth Chauncey respectively, to  
provide up to ten (10) years – financing for a waste-to-power conversion facility(ies) to be developed in  
\_\_\_\_\_ in the amount of \_\_\_\_\_ millions US Dollars  
( \_\_\_\_\_,000,000.00), repayable at an interest rate and term to be negotiated.

The security for this financing will be in form of irrevocable and transferable full face value State of  
\_\_\_\_\_, or the Federal Government of \_\_\_\_\_, or International / Local rated Bank,  
financial Guarantee issued by the \_\_\_\_\_ and endorsed by the \_\_\_\_\_  
government authorities, whose credit will be reviewed and approved by CINERGEX SOLUTIONS LTD.  
(CES) and PRACTICAL ORGANIC WASTE ENERGY RECOVERY SYSTEMS, INC. (POWERS), in  
their sole discretion. The financing will be in the form of US Dollars. Repayment will be made in US  
Dollars, with taxes, conversion costs, insurance or additional costs to be borne b the borrower.

In requesting this funding and consulting services for the above referenced projects or purpose, The  
\_\_\_\_\_, represented by Mr. \_\_\_\_\_,  
Mayor/President, and the entities it represents hereby award to CINERGEX SOLUTIONS LTD, and  
POWERS the exclusive rights to pursue the funding of the above specified project.

For the consideration of the opportunity to provide the financing as applied for, or in any other amount  
and/or at any other terms that The \_\_\_\_\_ City/Company shall agree in writing to accept.  
The \_\_\_\_\_ City/Company agrees to pay CINERGEX SOLUTIONS LTD., its  
mandated representative a financial and consulting service fee for the facilitation of the debt and equity  
according to the above referenced terms and conditions. The \_\_\_\_\_ City/Company  
also agrees to pay (additional) financial arrangement fees to the other lender(s) to participate in the  
financing consortium to be assembled as may be required. The fees will be included in the financing and  
will be payable at the time funding is provided and transferred to the borrower(s) account by the lender(s).

Said fees shall be received by bank-to-bank transfer into a signature account held by CINERGEX SOLUTIONS LTD., and its associated companies, and stipulated in said financing Agreement.

The \_\_\_\_\_ City / Company agrees to pay additional consulting fees (or discounts) up to \_\_\_\_\_ percentage (\_\_\_%) of the total financing amount provided, payable to other agents and promoting entities involved in said "project" as shall be specified in an additional service Agreement to be signed and attached to this Agreement as a separate but integrated Exhibit.

This additional promotion fee will be computed integrally within the "project" development funding, and be included in the \_\_\_\_\_ City/Company's mandated representative's fee, as to be agreed upon in advance. It will be the mandated representative's responsibility, on his account, to compensate any other local brokers, agents or promoting entities involved in the "project" development.

ACCEPTED: \_\_\_\_\_  
Date

THE CITY/COMPANY

CINERGEX SOLUTIONS LTD., (CES) and  
PRACTICAL ORGANIC WASTE  
ENERGY RECOVERY SYSTEMS, INC  
(POWERS)

BY: \_\_\_\_\_  
Mr.  
Mayor/President

BY: \_\_\_\_\_  
Mr. Gus Papadakos  
President

BY: \_\_\_\_\_  
Mr.

BY: \_\_\_\_\_  
Mr. Kenneth Chauncey  
President (POWERS)

WITNESSED BY: \_\_\_\_\_

FACSIMILE CONSTITUTES ORIGINAL

AGREEMENT END

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