

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 27134-32nd 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 by 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: _____

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AGREEMENT END

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