

SCHEDULE "C"

Voluntary Property Value Protection Program Guidelines

WM is committed to providing reasonable and equitable compensation to landowners in the immediate vicinity of the Project who resided within the VPVPP Area (as hereinafter defined) prior to the announcement of the Project on April 28, 2006. Under this program, WM shall pay the landowner the difference between the appraised value of the lands and the value that the lands are sold for, as set out hereunder.

The essential elements of the VPVPP are as follows:

1. The VPVPP shall apply to all landowners within a One and one half (1.5) mile radius the Lands (the "VPVPP Area") as shown on the plan attached hereto as Schedule "C-1" (collectively, the "Affected Landowners"), who resided in the VPVPP Area prior to April 28, 2006. Any changes to lands after this date will not qualify the plan in Schedule C-1 will be updated as changes occur.
2. The VPVPP will come into effect once WM commences receipting Waste into the Project.
3. In order for the VPVPP to apply the following must occur:
 - (a) an Affected Landowner must apply to WM in writing and within sixty (60) days of receipt of an application WM will commission an appraisal from an accredited appraiser qualified to practice within the Province of Alberta ("Appraiser No. 1"). WM shall pay the cost of the appraisal prepared by the WM Appraiser ("Appraisal No. 1") and provide a copy thereof to the Affected Landowner forthwith upon receipt;
 - (b) the Affected Landowner shall have twenty one (21) days from receipt of Appraisal No. 1 within which to either accept or reject the amount set forth in Appraisal No. 1 (the "WM Amount");
 - (c) in the event the Affected Landowner disagrees with the WM Amount, the Affected Landowner shall notify WM in writing within twenty one (21) days of receipt of Appraisal No. 1. The Affected Landowner shall then commission a second appraisal from an accredited appraiser qualified to practice within the Province of Alberta ("Appraisal No. 2"). The Affected Landowner shall pay the cost of Appraisal No. 2 and provide a copy to WM forthwith upon receipt;
 - (d) following receipt of Appraisal No. 2 by WM the parties shall meet to determine the value of the Affected Landowner's property (the "Affected Lands");
 - (e) if the parties are unable to agree upon the value of the Affected Lands within sixty (60) days of Appraisal No. 2 being provided to WM, then either party may commission an appraisal from an accredited appraiser qualified to practice within the Province of Alberta ("Appraiser No. 3") agreed to by the Affected Landowner and WM. WM shall pay the cost of Appraisal No. 3 and both parties shall receive copies of Appraisal No. 3 and Appraisal No. 3 shall be binding on the parties; and
 - (f) if the Affected Landowner and WM cannot agree on an appraiser to act as Appraiser No. 3 within sixty (60) days of either party providing notice to the other party that they want to commission Appraisal No. 3, then either party may apply to the court to have Appraiser No. 3 selected by the court.
4. In determining the value of the Affected Lands any appraiser or arbitrator shall have regard to the value of comparable property within the County which is a sufficient distance from the Project so as to be beyond the sphere of influence of the Project.



5. Once the value of the Affected Lands is determined in accordance with paragraph 3 above (the "Agreed Value"), the Affected Landowner must list the Affected Lands for sale with a licensed realtor qualified to practice within the Province of Alberta for not less than the Agreed Value.
6. WM shall have a right of first refusal in respect of all *bona fide* offers to purchase received for the Affected Lands, but shall be required to exercise such right of first refusal within three (3) days of receipt of a copy of any such offer.
7. If the Affected Landowner receives an offer for less than the Agreed Value, but such offer is otherwise acceptable to such landowner, and WM does not exercise its right of first refusal, the Affected Landowner may complete the sale and WM shall pay the Affected Landowner the difference between the Agreed Value and the purchase price within thirty (30) days of the closing date.
8. If the Affected Landowner does not receive an acceptable offer within one (1) year of the Affected Lands being listed for sale, WM will purchase the Affected Lands from the Affected Landowner for the Agreed Value in cash within sixty (60) days of receipt of a notice from the Affected Landowner requesting it to do so. If the Affected Landowner does not provide a notice to WM within six (6) months of the one (1) year anniversary of the Affected Lands being listed for sale requesting WM to purchase the Affected Lands, an Affected Landowner must re-initiate the applicability of the VPVPP as provided for in Section 3 of this Schedule "C". Is
9. The VPVPP shall only apply to Affected Landowners owning land within the VPVPP Area prior to the announcement of the Project on April 28, 2006. The Program will not apply to any subsequent title holder should an existing Affected Landowner sell to them.
10. In the event an Affected Landowner wishes to utilize lands within the VPVPP Area for collateral for financing or mortgage purposes, WM will cooperate with the Affected Landowner and advise any proposed lender of the terms and conditions of the VPVPP Program.
11. The VPVPP Program will continue to apply should lands within the VPVPP Area be transferred or inherited within family units. For the purposes hereof a "family unit" shall consist of the registered owner(s) of Affected Lands as at the date of this Agreement and any spouse, child or grandchild or other direct descendant of such registered owner. By way of example, should a husband and wife presently own land and they either transfer such land to one or more of their children, or such children inherit such land through their parents' estate, the VPVPP Program will continue to apply to such children.
12. The VPVPP Program only applies once to any given parcel of land within the VPVPP Area since the announcement of the Project. WM retains the right to negotiate with a landowner within the VPVPP Area to determine mutually agreeable terms that may vary with the above.
13. The VPVPP Program has already been exercised for the lands legally described as outlined below and shall not apply to these lands again.

Township	Range	Section	Meridian
61	20	31 SW	W4
61	20	31 SE	W4
61	20	32 SW	W4
61	20	30 NW	W4
61	20	29 NW	W4
61	20	29 NE	W4
61	20	30 SW	W4
61	20	30 SE	W4
61	20	29 SW	W4
61	20	29 SE	W4
61	20	20 NW	W4
61	20	24 NE	W4

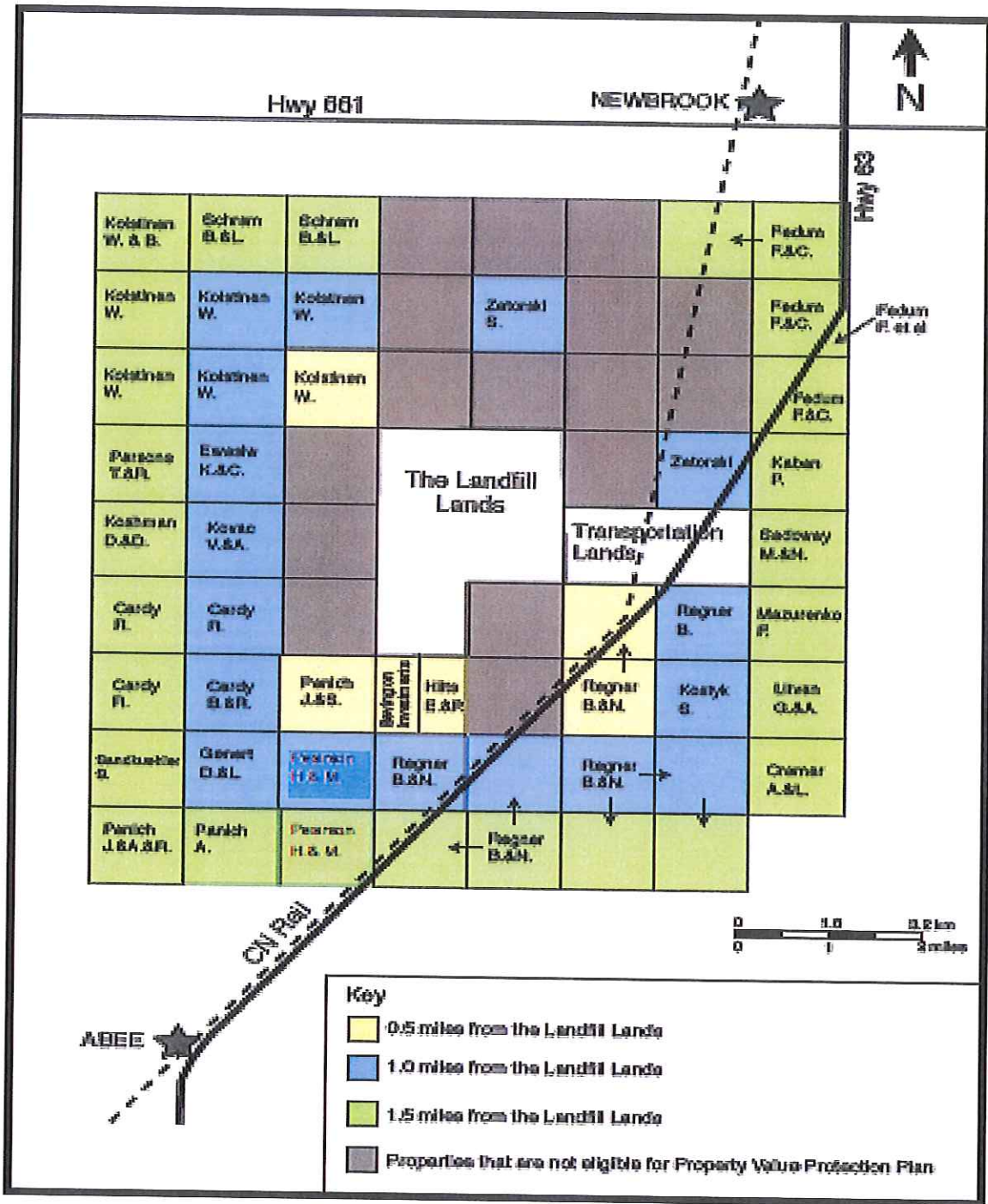
Township	Range	Section	Meridian
61	20	24 SE	W4
61	20	13 NE	W4
61	20	18 NE	W4
61	20	18 SE	W4

14. Examples of the operation of the VPVPP are attached hereto as Schedule "C-2".



SCHEDULE "C-1"

Schedule of Lands Affected By Voluntary Property Value Protection Plan



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SCHEDULE "C-2"

Examples of the Operation of the Voluntary Property Value Protection Plan

The following examples are intended for convenience only. In the event of any conflict between the examples below and the terms of the plan as specified above, the terms of the plan will prevail.

In all cases, Affected Landowner wishes to sell the Affected Lands once Project is in operation. Affected Landowner applies to WM in writing and WM commissions an appraisal to be done. Appraisal No. 1 values the Affected Lands at \$250,000.00.

Case 1

- Affected landowner accepts value in Appraisal No. 1 and lists Affected Lands for sale at that price;
- Offer received for \$200,000.00 and WM does not exercise its right of first refusal;
- Affected Lands sell for \$200,000.00;
- WM pays Affected Landowner the difference between the sale price and the appraised value - \$50,000.00; and
- Transaction ends – no further compensation.

Case 2

- Affected Landowner rejects value of appraisal;
- Affected Landowner gets second appraisal, at the Affected Landowner's sole cost;
- Appraisal No. 2 values Affected Lands at \$270,000.00;
- Affected Landowner and WM meet and agree on value at \$265,000.00 and Affected Landowner lists Affected Lands for sale at this price;
- Affected Lands sell for \$270,000; and
- Transaction ends – no further compensation.

Case 3

- Affected Landowner rejects value of appraisal;
- Affected Landowner gets second appraisal, at the Affected Landowner's sole cost;
- Appraisal No. 2 values Affected Lands at \$270,000.00;
- Affected Landowner and WM meet and agree on value at \$265,000.00 and Affected Landowner lists Affected Lands for sale at this price;
- Offer received for \$240,000.00 and WM does not exercise its right of first refusal;
- Affected Lands sell for \$240,000.00;
- WM pays Affected Landowner difference between the sale price and the agreed to value - \$25,000.00; and
- Transaction ends – no further compensation.

Case 4

- Affected Landowner rejects value of appraisal;
- Affected Landowner gets second appraisal, at the Affected Landowner's sole cost;
- Appraisal No. 2 values Affected Lands at \$270,000.00;
- Affected Landowner and WM meet and agree on value at \$265,000.00 and Affected Landowner lists Affected Lands for sale at this price;
- Affected Lands do not sell after a one year period of being listed;
- Affected Landowner requests WM purchase the Affected Lands;



- WM purchases the Affected Lands for the agreed to value of \$265,000.00; and
- Transaction ends – no further compensation.

Case 5

- Affected Landowner rejects value of appraisal;
- Affected Landowner gets second appraisal, at the Affected Landowner's sole cost;
- Appraisal No. 2 values Affected Lands at \$270,000.00;
- Affected Landowner and WM meet and cannot come to an agreement on the value of the Affected Lands after reviewing both appraisals;
- Either party commissions and WM pays for Appraisal No. 3;
- Appraisal No. 3 values the Affected Lands at \$255,000.00 and is binding;
- Affected Lands are listed for sale at \$255,000.00 and sell for this price; and
- Transaction ends – no further compensation.



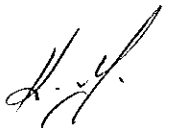
SCHEDULE "D"

Impact Benefit Plan Guidelines

WM is committed to providing reasonable and equitable compensation to landowners in the immediate vicinity of the Project.

The essential elements of the Impact Benefit Plan are as follows:

1. WM shall compensate landowners who have a residence located within a One and One Half (1.5) mile radius of a quarter section of land which contains any part of the Project, more particularly, within the primary residence area outlined in black on the map attached as Schedule "D-1" (the "Primary Residence Area") on a yearly basis.
2. The Impact Benefit Fund payments will be made to those registered landowners who had residential dwellings on their land occupied as residences within the primary residence area identified on Schedule "D-1" as of April 28, 2006 ("Eligible Landowners"). For further certainty, Impact Benefit Fund payments shall not be paid to landowners who became owners of residences in the Primary Residence Area or if the relevant property only became occupied as a residence after April 28, 2006.
3. In order to qualify for the Impact Benefit Plan a residence must be occupied as a residence and have been so without interruption since April 28, 2006, but need not be occupied by the registered landowner of the lands upon which the residence is located.
4. The Impact Benefit Fund payments will start on the first date on which Waste is accepted into the Project and payments will be made to the landowners.
5. The Impact Benefit Fund will be divided amongst the Eligible Landowners within the three (3) zones within the Primary Residence Area identified on Schedule "D-1" and annual compensation for each eligible residence located in each zone is as follows:
 - (a) 0.5 Mile Radius - \$15,000.00 per annum
 - (b) 1 Mile Radius - \$10,000.00 per annum
 - (c) 1.5 Mile radius - \$5,000.00 per annum
6. The Impact Benefit Plan payments will be paid by the 1st day of June in each year.
7. An Eligible Landowner will continue to qualify for the Impact Benefit Plan in the event the residence located on such landowner's land is damaged or destroyed by fire or other cause beyond the control of the Eligible Landowner and but only if it is rebuilt upon the affected land within twelve (12) months of the damage or destruction.
8. Eligible Landowners who sell their residence within the Term of this Agreement shall be compensated by WM the sum of Ten Thousand (\$10,000.00) Dollars to offset moving and relocation expenses.
9. Payments pursuant to the Impact Benefit Plan shall continue until the Expiry Date.



SCHEDULE "D-1"

Primary Residence Area

List of Eligible Landowners to Whom the Impact Benefit Plan Applies

A. 0.5 MILE RADIUS

B&N Regner 61-20-17 SW W4
E&P Hilts 61-20-18 SE W4 (East half)

B. 1.0 MILE RADIUS

S. Zatorski 61-20-30 NE W4
Z. Zatorski 61-20-20 NE W4
K&C Ewasiw 61-20-24 NW W4
D&L Genert 61-20-12 NW W4
H&M Pearson 61-20-12 NE W4

C. 1.5 MILE RADIUS

A. Panich 61-20-12 SW W4
A&L Cramer 61-20-9 NW W4
F& C Fedum 61-20-32 SE W4
F& C Fedum 61-20-28 NW W4

