

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

BENEFICIARY

a _____ corporation having a head office at _____
(herein called the "Beneficiary")

OF THE FIRST PART

- and -

TRUSTEE

a _____ corporation having a head office at _____
(herein called the "Trustee")

OF THE SECOND PART

WHEREAS:

A. By an Agreement of Purchase and Sale (the "Purchase Agreement") dated _____, between the Trustee as purchaser and _____ as vendor, the Trustee agreed to purchase certain lands and premises municipally described as _____ and legally described as:

(the "Property");

B. The parties hereto at all times intended that the Property be purchased and held in trust by the Trustee as bare trustee for and on behalf of the Beneficiary.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. The Trustee shall purchase the Property in accordance with the Purchase Agreement and in trust for the Beneficiary.
2. The Beneficiary shall provide all funds necessary to purchase the Property.
3. The Trustee will be a bare trustee and will have no active duties to perform with respect to the Property.

THIS IS A 2-PAGE FORM.