SCHEDULE A

You authorize us as your agent to sell the property listed here ("the property") on your behalf by public auction, and you represent and warrant that the description of the property is accurate.

You represent and warrant to us that good title and right to possession will pass to the purchaser, free of all liens, encumbrances, requirements for consent, and restrictions, subject only to the provisions of the Cultural Property Import and Export Act (Canada), if applicable.

The terms and conditions of Schedule A hereto form part of this agreement.

We shall be entitled to divide or group the property into lots and to make and to revise a pre-sale estimate of a selling price range for each lot. The inclusion of lots in specialist/catalogue auctions is at our discretion. Each lot will be offered in the first appropriate auction wherever possible; we are not, however, responsible for postponements of auctions for whatever reasons.

We reserve the right to refuse any item for sale and reserve the right to withdraw any item from an auction (before its sale) for any reason whatsoever.

We reserve the right to dispose of, or donate to local charitable organizations, any items deemed by us to be of no commercial value, or which, in the course of an auction, have failed to reach the value of $25.00. The vendor will receive no monies for these items.

If an item is consigned for inclusion in a catalogue sale and the vendor deems it necessary to withdraw the item after said item has been photographed and/or advertised, we reserve the right to charge a withdrawal fee of 10% of the mean pre-sale estimate. If the item has also been catalogued for the auction, and printing of the catalogue has commenced, then we reserve the right to charge a withdrawal fee equal to the full commission fee and buyer's premium applicable to the mean pre-sale estimate.

At our option we may sell any lot at a price below the reserve provided we adjust our commission rate to make the net proceeds payable to the vendor equal to that which would be payable to the vendor had the property sold for the reserve price, before expenses. You also authorize us to sell any lot remaining unsold by private sale at any price obtainable, being not less than the reserve, or at a price less than the reserve in conformity with the preceding sentence.

You agree not to bid on your property. All bids to protect your reserve(s) will be made by us as your agent. If the vendor, either personally or by a representative, is the successful bidder on said item, the vendor will be charged all applicable commissions and buyer's premium on the sale.

You agree to pay us a commission of 10% of the successful bid price for each lot sold for more than $7,500, 15% of the successful bid price for each lot sold for between $2,501 to $7,500, 20% of the successful bid price for each lot sold between $501 and $2,500, and 30% of the successful bid price for each lot sold for $500 or less, subject to a minimum charge on each lot for handling. In either case you also authorize us, as your agent, to collect from the purchaser and retain as our additional commission a buyer's premium on the successful bid price for each lot sold. The vendor also agrees to pay to us a commission of 5% of the reserve for any property whose reserve was set by you at a value greater than our recommended estimate's low end value, and which did not reach its reserve at auction requiring the item to be bought in by us for your account. The minimum charge for lots selling in a Waddington's auction is $20.00 and the minimum charge for lots selling in a Waddington's Canadian Art auction is $100.00.

Any packing, shipping, insurance and illustration expenses and other out of pocket disbursements reasonably incurred by us shall be for your account. This account will be subject to applicable HST and will be payable by you upon receipt of an invoice.

You agree to our standard conditions of sale, a copy of which will be made available to you upon request, regulating all matters between you and us on the one hand and the purchaser on the other, but as between you and us you agree that our relationship shall be governed by this agreement, and that we shall have complete and total discretion with respect to the rescinding of any sale and the refunding of the purchase price to the purchaser if we consider it in your interest or our interest that this should be done. In such a case, the vendor agrees to refund any monies paid to them in respect of the sale of the property. Thirty-five days after the auction, or the last session if it is a multi-day auction, we will mail to you our cheque for the net sale proceeds received by us less our commission and expenses and other amounts owing to us by you, unless within that time we have received any indication from a purchaser to the effect that he requests rescission of the sale or that he proposes to assert any claim against you or against us, in which case we shall be entitled to withhold a sufficient amount to give effect to such rescission or satisfy such claim should it be successful.

If the purchase price is not received in full by us within 35 days following the date of the sale by means of payment equivalent to cash or satisfactory to you and to us, we will hold the sold property, together with any property unsold, withheld or withdrawn from the sale, for your instructions, but at your expense and except to the extent otherwise specifically agreed, at your risk. We reserve the right to charge reasonable storage fees with respect to this property commencing 35 days after the date of the auction or the last session thereof if more than one. Storage fees plus applicable HST are charged monthly, payable in advance and commencing on the day following the expiration of the aforementioned 35-day period, and monthly thereafter. However, if we advise you prior to the date of the auction or the last session thereof that any of your property has been withheld or withdrawn from the sale, such period of 35 days shall commence on the day following such advice. You agree that if you leave any property in our hands following the expiration of such period, that shall be a receipt of possession by us of such property for storage within the meaning of applicable Ontario legislation.

We are under no obligation and assume no responsibility to pursue payment from a buyer by legal or other methods. If a buyer fails to make payment on a purchase within the prescribed time, we may pursue payment, re-offer the item on the vendor's behalf in a later auction, or return the item to the vendor.

You agree to indemnify and save us harmless with respect to all claims, actions, damages and liabilities of whatever nature which we may incur as a result of any breach by you of any warranties or representations made by you with respect to the property, or of any term of this agreement, or as a result of any claim asserted by a purchaser or any other person arising from our activities contemplated by this agreement.

This agreement and any associated consignment receipt express the entire agreement between us respecting the property and our authority to deal with it, subject to any subsequent amendments made to it and agreed by us in writing.

The laws of Ontario govern this agreement and it is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. C'est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signé en anglais.

The consignor represents and warrants to the auctioneer that the consignor's spouse (if any) has consented under any applicable law necessary to ensure that title to the property will pass to the buyer free of any right or entitlement of such spouse and that the consignor is entitled to receive the proceeds of the property sold.

INSURANCE

The insurance value of an item or lot is equal to its reserve price, if such a price has been agreed to on this receipt. In the absence of a reserve price, the insurance value is determined as the mean pre-sale estimate of the selling price prior to the auction, to be adjusted to the hammer price at the time of the auction. This charge will also cover items picked up at your premises by members of our staff or our agents.

This charge may only be waived if Waddington's is provided with written proof of coverage under the vendor's household, personal or dealer insurance while the property is in our possession. If the vendor waives Waddington's insurance coverage, the property shall be entirely at the vendor's risk with respect to loss or damage, however caused; and the vendor releases the auctioneer and its agents with respect to it.