

**DELEGATED APPROVAL FORM**  
**DIRECTOR, REAL ESTATE SERVICES**  
**MANAGER, REAL ESTATE SERVICES**

**TRACKING NO.: 2019-095**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	April 4, 2019	Phone No.:	416-392-3883

<b>Purpose</b>	To obtain authority to amend the Lease dated November 19, 2007 (the "Lease") between the City of Toronto (the "Landlord" or the "City") and 2052865 Ontario Limited (the "Tenant" or "Toronto REDIMIX") to permit the installation and operation of the new Methane Capture System (the "MCS") on the Property to address the issue of methane gas concentration levels; and to obtain authority to contribute Five Hundred Thousand Dollars towards the cost of acquiring the MCS.
<b>Property</b>	City-owned property municipally known as 200 Horner Avenue, Toronto (the "Property"), as shown on Schedule "A" hereto.
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. The City, as Landlord, be authorized to enter into a Lease Amending Agreement ("the Lease Amending Agreement") substantially in the form attached as Appendix "A" and on any other or amended terms as may be determined appropriate by the Deputy City Manager, Corporate Services ("DCM") and in form acceptable to the City Solicitor.</li> <li>2. The original decision of City Council by its adoption of Policy and Finance Committee Report No. 6 (Clause 28) at its meeting of July 25, 26 and 27, 2006 be amended to authorize the City, as Landlord, to contribute Five Hundred Dollars (\$500,000.00) to the Tenant towards the acquisition cost of the MCS.</li> <li>3. The DMC, his/her designate or successor shall administer and manage the Lease Amending Agreement including the provision of any consents, approvals, waivers and notices, provided that she/he may, at any time, refer consideration of such matters (including their content) to the City Council for its determination and direction; and</li> <li>4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The City will contribute Five Hundred Thousand (\$500,000.00) Dollars to the cost of the MCS in accordance with the terms set out in Appendix "A". Funding is available in the 2019 Capital Budget for Facilities, Real Estate, Environment and Energy in capital account CCA252-02.</p> <p>The Chief Financial Officer &amp; Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>At its meeting held on July 25, 26 and 27, 2006, Council adopted Clause No. 28 of the Report No. 6 of the Policy and Finance Committee thereby granting authority for a land exchange transaction involving the City's acquisition of 207 New Toronto Street and, as partial consideration, the granting of a pre-paid fully-net Lease of the Property for a term of 40 years, which was later extended to 50 years with the Council's approval by its adoption of Item GM9.27 at its meeting on November 19 and 20, 2007. Pursuant to the Lease, the Tenant is permitted to use the Property for the operation of a concrete batching plant, salt dome and aggregate soil storage facility (the "Use").</p> <p>Since the Property is a former landfill, the City was required to seek approval from the Ministry of Environment (currently Ministry of Environment, Conservation and Parks / MECP) for the Use of the Property. Such approval was granted under Section 46 of the Environmental Protection Act, and was subject to a number of conditions, including the retention of the existing granular site surfacing for easy evaporation of the methane gas from the Property and the undertaking of the methane monitoring system on the Property.</p> <p>Certain portions of the Property were paved by the Tenant without permission from the Landlord or from MECP, during the term of the Lease, resulting in elevated methane levels on the Property. After extensive negotiations between the Landlord and the Tenant, the Tenant agreed to seek MECP approval for the installation of the MCS and the Landlord agreed, subject to City approval, to contribute \$500,000.00 towards the cost of the acquisition of the MCS, payable in two instalments, as set out in Appendix "A". Although the original council decision approved a fully-net Lease, Real Estate Services staff, in consultation with the City's environmental project manager in Facilities Management, consider it reasonable to reach a negotiated solution with the Tenant to the elevated methane gas levels. The overall settlement includes the Lease Amending Agreement and a release and dismissal of on-going litigation that arose under the land exchange transaction.</p> <p>Under the terms of the Lease Amending Agreement, the Tenant will also apply for the approval from MECP for the additional use of the property, such as pavement of the certain lands and installation of additional salt storage facility.</p>
<b>Terms</b>	Please refer to Appendix "A".

<b>Property Details</b>	<b>Ward:</b>	3 – Etobicoke-Lakeshore
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System &amp; Parks &amp; Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

**B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Councillor Mark Grimes					Councillor:									
Contact Name:	Kim Edgar					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objection (April 4, 2019)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Legal Services (Litigation) / Facilities Management					Division:	Financial Planning								
Contact Name:	Michele A. Wright / Janice Green					Contact Name:	Lauren Birch								
Comments:	No objection (March 29, 2019 / April 2, 2019)					Comments:	No objection (April 2, 2019)								
Legal Division Contact															
Contact Name:	Kathleen Kennedy														

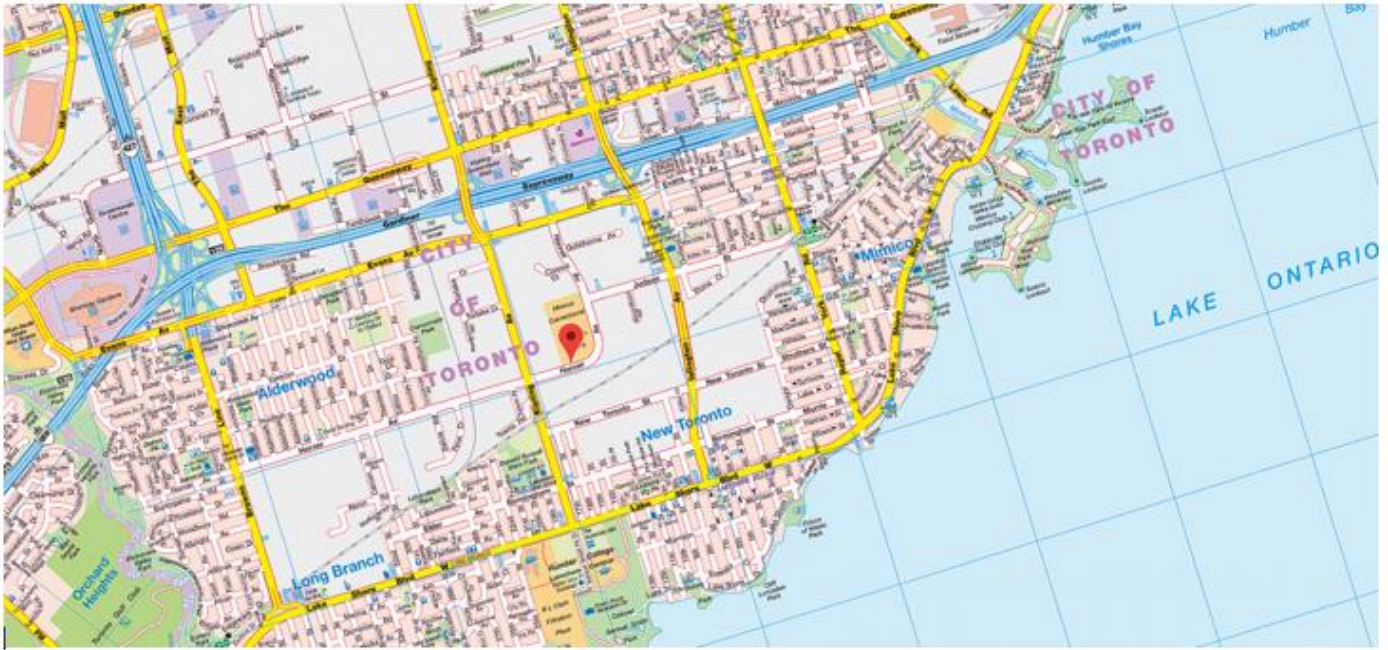
DAF Tracking No.: 2019- 095	Date	Signature
Concurred with by: Manager, Real Estate Services Alex Schuler		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	April 16, 2019	Signed by Alex Schuler
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	April 18, 2019	Signed by Nick Simos

#### General Conditions ("GC")

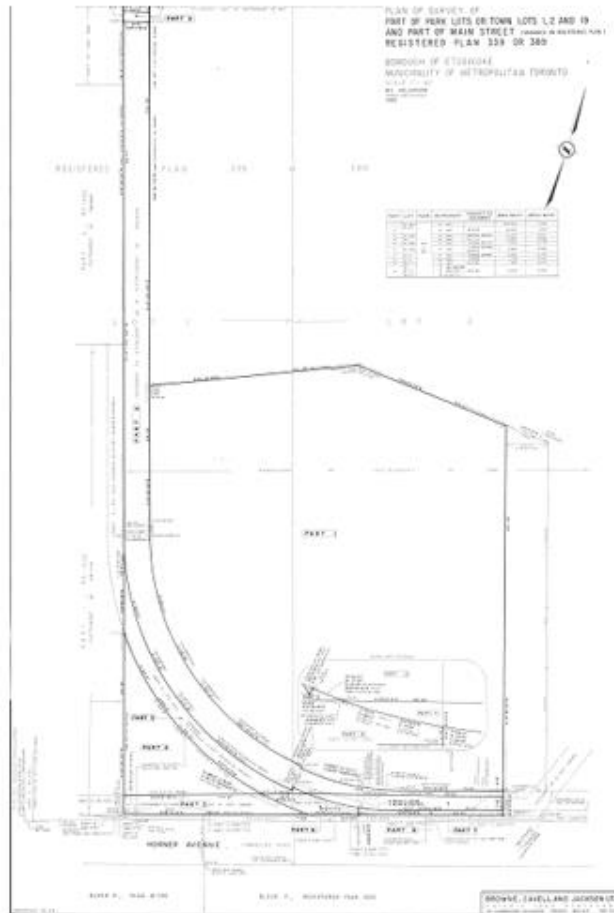
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

### SCHEDULE "A"

### Map



### Sketch



**APPENDIX "A"**  
**COPY OF THE LEASE AMENDING AGREEMENT**

**THIS LEASE AMENDING AGREEMENT**

Made as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

**BETWEEN:**

**CITY OF TORONTO**  
(hereinafter called the "Landlord")

**OF THE FIRST PART**

- and -

**2062065 ONTARIO LIMITED**  
(hereinafter called the "Tenant")

**OF THE SECOND PART**

**RECITALS:**

- A. By a lease dated November 19, 2007 (the "Lease") the Landlord and Tenant entered into a lease in respect of 200 Homer Avenue, Toronto (the "Lands");
- B. The Tenant wishes to install, own, and operate a new methane capture system (the "MCS") on the Lands more particular described in Schedule "A" to this Lease Amending Agreement;
- C. The Tenant wishes to apply to the Ministry of the Environment, Conservation and Parks ("MECP") for an environmental compliance approval ("ECA") under the *Environmental Protection Act (Ontario)* ("EPA") for the installation and operation of the MCS as an "operator" within the meaning of the EPA;
- D. The Tenant, without the consent of the Landlord or the MECP, paved certain portions of the Lands and installed an additional salt storage facility (the "Additional Improvements/Uses");
- E. The Tenant wishes to apply to the MECP for approval for the Additional Improvements/Uses of the Lands;
- F. Notwithstanding that the Lease is fully-net to the Landlord, the Landlord wishes to contribute Five Hundred Thousand (\$500,000.00) Dollars to the cost of the MCS in accordance with the terms set out below;
- G. The parties wish to amend the Lease on the terms and conditions of this Lease Amending Agreement; and
- H. By its adoption of Executive Committee Item No. EX43.7 at its meeting held on May 11 and 12, 2010, City Council authorized certain real property transactions to be approved by delegated authority. This Lease Amending Agreement was approved by a duly completed Delegated Approval Form executed by the Director of Real Estate Services.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties covenant and agree as follows:

- 1. All capitalized terms and expressions used in this Lease Amending Agreement and not otherwise defined have the same meaning as they have in the Lease.
- 2. The foregoing recitals are true.
- 3. The parties agree that the following Section 5.12 is added to the Lease:

**\*5.12 Methane Capture System (MCS)\***

- (1) The Tenant agrees with the Landlord, at the sole cost and expense of the Tenant (except for the Landlord's contribution as provided in Section 5.12(2), that:
- (a) The Tenant shall retain Cambian Inc., or any other qualified engineering consultant who is acceptable to the Landlord and the Landlord's peer reviewer acting reasonably, (an "Engineering Consultant"), to undertake and perform any and all activities in relation to the application by the Tenant as "operator" for approval from the MECP for the installation and operation of the MCS and to undertake and perform any and all activities in relation to the conditions and requirements of any ECA, or such other approval as required, issued by the MECP, including all inspections, monitoring, testing and reporting requirements, until all conditions and requirements are no longer required by the MECP.
  - (b) The Tenant shall proceed expeditiously and will work co-operatively with MECP to obtain the ECA from the MECP as soon as reasonably possible and in any event shall submit an application to MECP not later than sixty (60) days from the date of this Lease Amending Agreement, and shall respond to all MECP requirements in respect of the application within the time-lines set by MECP, in recognition of the high methane gas levels within the Lands and surrounding properties by reason of the Additional Improvements/Uses. Upon issuance of the ECA, the Tenant shall proceed expeditiously with the installation of the MCS on the Lands and commence operation and continually maintain operation of the MCS in compliance with the manufacturer's instructions and requirements and any requirements established by the MECP. If the Landlord determines, in consultation with the Landlord's peer reviewer, and based on the results of the on-going monitoring of the methane gas levels within the Lands and surrounding properties, that the MCS must be converted from a "passive" system to an "active" system to address the high levels of methane gas, the Tenant shall, upon notice from the Landlord, proceed expeditiously with the conversion of the MCS and shall thereafter continuously operate the MCS as an "active" system in compliance with the manufacturer's instructions and requirements and any requirements established by the MECP.
  - (c) The Tenant shall provide the Landlord and the Landlord's peer reviewer timely delivery of all environmental reports, correspondence, documents and filings in connection with the ECA application, copies of the ECA once issued by the MECP, and all documentation required to demonstrate compliance with the ECA so that the Landlord has a complete paper trail of all documents until all conditions and requirements of the ECA are no longer required by the MECP.
  - (d) The Tenant shall provide the Landlord with copies of all reports, correspondence, documents, filings, and electronic communications and data over which the Tenant has access and control with respect to environmental matters related to the Lands and keep the Landlord advised from time to time as to the status of such matters that could reasonably be expected to result in third party claims or material liability of the Landlord or the Tenant in respect of the MCS or the ECA, including performance of all conditions and requirements of the MECP;
  - (e) All environmental reports prepared with respect to the Lands by or on behalf of the Tenant shall provide that such reports may be relied upon by the Landlord and the Landlord's peer reviewer and if any report does not specifically authorize the Landlord or the Landlord's peer reviewer to rely upon same the Tenant shall obtain a reliance letter from the author of such report addressed to the Landlord and the Landlord's

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peer reviewer, in form and content satisfactory to the Landlord acting reasonably, which shall be delivered to the Landlord and Landlord's peer reviewer along with the report;

- (f) In the event of any breach or failure to comply with any condition or requirement of the ECA or manufacturer's requirement for the installation and operation of the MCS, the Tenant shall take immediate action to mitigate the impact of the breach or failure to comply and shall take all necessary measures to rectify and remedy the breach or failure to comply, including performing any work directed by the Landlord or MECP, with all such work to be conducted or overseen by an Engineering Consultant.
- (2) Provided the Tenant is in compliance with the terms and conditions of the Lease and this Lease Amending Agreement, the Landlord will pay the sum of Five Hundred Thousand (\$500,000.00) Dollars to the Tenant in contribution to the Tenant's cost of the MCS, in the amounts and at times set out below, subject to the following terms and conditions:
- (a) Two Hundred and Fifty Thousand (\$250,000.00) Dollars upon installation and commencement of operation of the MCS;
  - (b) Two Hundred and Fifty Thousand (\$250,000.00) Dollars on the first anniversary of the installation and commencement of operation of the MCS;
  - (c) the obligation of the Landlord to pay each of the amounts set out in Sections 5.12 (2) (a) and (b) at the times set out therein (the "Payment Dates") is conditional upon the Tenant having provided, prior to the applicable Payment Date, supporting documentary evidence delivered to the Landlord and the Landlord's peer reviewer confirming that the MCS is operational and functioning as intended, and provided that the Landlord and Landlord's peer reviewer, acting reasonably, are satisfied with such documentary evidence; and
  - (d) for clarity this financial contribution is the sole and only financial obligation that the Landlord shall have with respect to the MCS."

4. The parties agree that the following Section 5.13 is added to the Lease:

**"5.13 Ministry Approval for Additional Improvements/Uses**

- (1) The Tenant agrees with the Landlord, at the sole cost and expense of the Tenant, to take immediate steps to obtain the approval of the MECP or the Minister of MECP for the Additional Improvements/Uses, including the following:
  - (a) The Tenant shall retain an Engineering Consultant, to undertake and perform any and all activities in relation to an application (prepared by the Tenant's Engineering Consultant and to be submitted by the Landlord after satisfactory review and acceptance of the application by the Landlord and the Landlord's peer reviewer acting reasonably) for an amendment to the Minister's Consent given on April 15, 2008 under Section 46 of the EPA (the "Original Minister's Consent"), or an alternative and equivalent MECP approval acceptable to the MECP, in the respect of the Additional Improvements/Uses;
  - (b) The Tenant shall schedule meetings with the MECP, including the Landlord and Landlord's peer reviewer, to discuss the appropriate approval process acceptable to MECP, work co-operatively with the MECP, and keep the Landlord advised as to the status of the approval process and application.

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- (c) all of the provisions of Section 5.12 (1)(b),(c),(d),(e) and (f) shall apply to the application and approval process under this Section 5.13, with the necessary modifications.
- (d) The Tenant acknowledges that the Landlord has not approved any use of the Lands other than the uses approved under the Original Minister's Consent and that nothing in this Lease Amending Agreement shall be construed as a Landlord consent to such other uses to which the Tenant has put the Lands or a waiver of any of the rights and remedies available to the Landlord under the Lease or at law.\*

- 5. In all other respects the covenants, terms and conditions of the Lease remain unchanged, unmodified and in full force and effect, save as except as modified by this Lease Amending Agreement.
- 6. The parties hereby agree to do all such other things and execute all such documents as may be necessary to give full force and effect to the foregoing.
- 7. This Lease Amending Agreement shall be binding on and enure to the benefit of each of the parties, and their successors and permitted assigns.
- 8. The following schedule forms part of this Lease Amending Agreement:  
**Schedule A - Description of Methane Capture System (MCS)**

IN WITNESS WHEREOF the Parties have duly executed this Lease Amending Agreement as of the date first written.

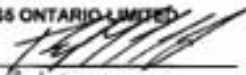
CITY OF TORONTO


Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

2062865 ONTARIO LIMITED

Per:   
Name: Pat Lamanna  
Title: SR VP

Per:   
Name: Rob Zaneth  
Title: SR VP

I/We have authority to bind the corporation.