

# LEASE AMENDING AGREEMENT

THIS AGREEMENT made in duplicate this 21 day of December, 2016.

BETWEEN:

CITY OF OTTAWA  
(hereinafter referred to as the "Lessor")  
PARTY OF THE FIRST PART

AND:

POWERTRAIL INC.,  
(hereinafter referred to as the "Lessee")  
PARTY OF THE SECOND PART

WHEREAS the Lessor entered into a lease with the Lessee dated the 15<sup>th</sup> day of November, 2006 (the "Original Lease");

AND WHEREAS the Original Lease was for a portion of the Landfill for the purposes of constructing, operating and maintaining a facility for the generation of electricity utilizing the Landfill Gas, in the City of Ottawa, in the Province of Ontario, (hereinafter called the "Facility"), and as more particularly described in the Original Lease, upon the terms, covenants and conditions therein contained;

NOW THEREFORE this Agreement witnesseth that in consideration of the Landfill and the mutual covenants set forth and the sum of two dollars (\$2.00) now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree to amend the Original Lease as follows:

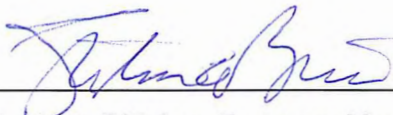
1. **Delete the first sentence of paragraph 1 being** “The Lessor hereby leases to the Lessee that portion of the Landfill comprising, notwithstanding article 2.2(a) of the Landfill Gas Agreement, *approximately 2000 square meters in area*, the general location of which is shown on Schedule “B.1”, and as specifically shown as hatched areas on Schedule “B.2” hereto and described as the ‘Landfill Gas Utilization Facility’ (the “Leased Lands”), to have and to hold the Leased Lands for the Term and in accordance with the covenants and conditions set out herein and in the Landfill Gas Agreement.”
2. **Insert the following:** “first sentence of paragraph 1, being “ The Lessor hereby leases to the Lessee that portion of the Landfill comprising, notwithstanding article 2.2(a) of the Landfill Gas Agreement, *approximately 2640 square meters in area*, the general location of which is shown on Schedule “B.1”, and as specifically shown as hatched areas on Schedule “B.2” hereto and described as the ‘Landfill Gas Utilization Facility’ (the “Leased Lands”) , to have and to hold the Leased Lands for the Term and in accordance with the covenants and conditions set out herein and in the Landfill Gas Agreement”.
3. **Delete sub-paragraph 1.(b)** the gas dryer skid, the two blowers and the office trailer located beyond the Leased Lands and more particularly set out in Schedule B.2,
4. **Insert sub-paragraph 1.(b)** the gas dryer skid, the two blowers and the office trailer, *siloxane flare and siloxane skid* located beyond the Leased Lands and more particularly set out in Schedule B.2,
5. **Delete Schedule B.2 attached to the Original Lease and insert Schedule B.2 attached hereto.**
6. **Delete paragraph 18 and insert the following:** The Lessee shall not be permitted to assign, sublet, charge or encumber all or any portion of the leasehold interest in the Leased Lands, without the written consent of the Lessor, which consent shall not be unreasonably or arbitrarily withheld.
7. All the terms and conditions of the Original Lease, except as otherwise amended by these presents are hereby confirmed and ratified; and

8. The Lessee will pay an administrative fee in the amount of Five Hundred and Twenty Dollars (\$520.00) plus HST due and payable upon execution of this Agreement. The Lessee will direct payments to:

City of Ottawa  
Accounts Receivable  
P.O. Box 3441  
Ottawa, ON K1P 1J5

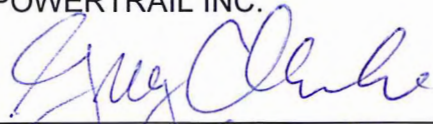
IN WITNESS WHEREOF the parties have executed this Lease Amending Agreement as of the dates noted below.

CITY OF OTTAWA

  
\_\_\_\_\_  
Stephen O'Brien, Program Manager  
Valuation & Leasing Unit

I have authority to bind the corporation

POWERTRAIL INC.

  
\_\_\_\_\_  
Name: Greg Clarke  
Title: President

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

We have authority to bind the corporation

SCHEDULE B.2

