

## Document 1

### Major Decisions under the LPP Master Limited Partnership Agreement (Unanimous Shareholder Agreement)

Subject to the provisions of the LPP Master Limited Partnership Agreement, the following Major Decisions shall be made in the Discretion of the City and OSEG, save and except for those provided for in the paragraphs (f), (g), (j), (p), (q), (u), (bb) and (cc) (and any commitment or agreement to do any of the foregoing), which Major Decisions shall be made by the City and OSEG, each acting reasonably:

**Table 1 - LPP Major Decisions**

Item Number	Item Sub-Number	The Issue	Nature of Authority to be Exercised
1.	(a)	any change in the Articles or By-laws of the Corporation;	Discretion of City and OSEG
2.	(b)	any change in the authorized capital of the Corporation;	Discretion of City and OSEG
3.	(c)	any issuance of further Shares of the Corporation;	Discretion of City and OSEG
4.	(d)	the entering into of any agreement or the making of any offer or the granting of any right capable of becoming an agreement to allot or issue any Shares of any class or grant any option or other right to purchase any such Shares or Securities convertible into any such Shares of the Corporation;	Discretion of City and OSEG
5.	(e)	any action which may lead to or result in a material change in the nature of the Corporation's Business;	Discretion of City and OSEG

6.	(f)	the approval of the amount required for the Cash Reserve, provided that the City shall only be permitted to withhold its approval, if in its opinion, the amount of the Cash Reserve is too high;	City and OSEG each acting reasonably.
7.	(g)	the approval of any Non-Arm's Length Transactions engaged by the Master Limited Partnership or the Corporation, with respect to which approval the City shall act reasonably;	City and OSEG each acting reasonably.
8.	(h)	the borrowing of any money or the guarantee of any indebtedness by the Corporation or the Master Limited Partnership;	Discretion of City and OSEG
9.	(i)	the taking of any steps to wind-up or terminate the corporate existence of the Corporation;	Discretion of City and OSEG
10.	(j)	the declaration or payment of any dividend or distribution, whether in cash, in stock or in specie, on any of its outstanding Shares of any class by the Corporation;	City and OSEG each acting reasonably.
11.	(k)	the entering into of a partnership (other than the Component Limited Partnerships) or of any arrangement for the sharing of profits, union of interests, joint venture or reciprocal concession with any Person by the Corporation and/or the Master Limited Partnership;	Discretion of City and OSEG

12.	(l)	the making, directly or indirectly of any loans or advances not related to the Total Project or the granting of any financial assistance not related to the Total Project to any Person by the Corporation and/or the Master Limited Partnership;	Discretion of City and OSEG
13.	(m)	the redemption, purchase for cancellation or other retirement or paying-off of any of the outstanding Shares of any class of the Corporation and the reduction of the stated capital of any Shares;	Discretion of City and OSEG
14.	(n)	the granting of any Encumbrance with regard to any of the assets of the Corporation;	Discretion of City and OSEG
15.	(o)	the enactment of and the amendment to any of the Component Limited Partnership Agreements;	Discretion of City and OSEG
16.	(p)	the adoption and approval of annual financial statements of the Corporation which are prepared in accordance with Section 6.1(c);	City and OSEG each acting reasonably.
17.	(q)	the payment of any compensation, management fees, consulting fees or other fees or payments to any Permitted Transferee or any Person not at Arm's Length with OSEG, any OSEG Member or any Permitted Transferee;	City and OSEG each acting reasonably.
18.	(r)	the entering into of an amalgamation, merger or consolidation with any other Person by the Corporation;	Discretion of City and OSEG

19.	(s)	a Disposition by the Corporation, except to the extent otherwise provided for in this Agreement, the Master Limited Partnership Agreement, the Project Agreement and/or any other Material Agreement;	Discretion of City and OSEG
20.	(t)	the taking, holding, subscribing for or agreeing to purchase or acquire shares in the capital of any body corporate by the Corporation;	Discretion of City and OSEG
21.	(u)	the appointment or change of the Auditor of the Master Limited Partnership;	City and OSEG each acting reasonably.
22.	(v)	the commencement, defence or settlement of any legal proceedings pertaining to matters beyond the normal course of the Corporation's Business;	Discretion of City and OSEG
23.	(w)	the making of a general assignment for the benefit of creditors, the filing of a notice to make a proposal under the <i>Bankruptcy and Insolvency Act</i> (Canada), the filing of a proposal of compromise, arrangement or reorganization under the <i>Companies' Creditors Arrangement Act</i> (Canada), the Act or any similar legislation, or the appointment of a liquidator, receiver or receiver and manager of the Corporation;	Discretion of City and OSEG
24.	(x)	the execution of any contract outside the ordinary course of the Corporation's Business;	Discretion of City and OSEG

25.	(y)	the forgiveness by the Corporation of any debt owed to it or the remission of any contract rights in its favour, except in accordance with generally accepted commercial standards;	Discretion of City and OSEG
26.	(z)	the delegation by the Board of any of its powers, other than delegation to officers of the Corporation in the ordinary course of the Corporation's Business;	Discretion of City and OSEG
27.	(aa)	any change in the Fiscal Year end;	Discretion of City and OSEG
28.	(bb)	when Net Cash Flow (as defined in the Master Limited Partnership Agreement) of the Master Limited Partnership is distributed to the City and OSEG as limited partners thereunder, if other than on a monthly basis; and	City and OSEG each acting reasonably.
29.	(cc)	any commitment or agreement to do any of the foregoing referenced in subparagraphs (f), (g), (j), (p), (q), (u) and (bb).	City and OSEG each acting reasonably.