

LEASE AMENDING AGREEMENT

THIS AGREEMENT made effective the 1st day of August 2024 (the “Effective Date”).

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION
(the "Lessor")

AND:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
(the "Lessee")

WHEREAS:

- A. The Lessor and the Lessee entered into a lease for the premises described as Ontario Northland Railway station grounds designated as Part 5 on Plan 36R-10947 pursuant to a Lease Agreement dated February 19, 2001 (the “Lease”).
- B. The Lease expired on July 1, 2017; however, the Lessor and the Lessee have been continuing the Lease under the overholding provisions contained in Section 26.
- C. Section 6(2) of the Lease provides that the Lessor, its servants or agents together with the customers of the Lessor’s public transportation services, shall have full, free and unencumbered access over the Premises to the passenger waiting room located in the Temagami Station and to its abutting properties.
- D. In 2012, the Lessor’s passenger rail service ceased operation. The Lessor is now reinstating passenger rail service and requires part of the Premises to be used for infrastructure for passenger rail service and its customers.
- E. The Lessor and the Lessee wish to amend the Lease to reflect the Lessor’s need for a portion of the premises for the use in conjunction with the return of passenger rail service to northern Ontario, and specifically to Temagami, ON, as set out in this Lease Amending Agreement.

In consideration of the mutual covenants in this Lease Amending Agreement, the parties agree to amend the Lease as follows:

1. Section 2 is deleted and replaced with the following:
 - 2) **TERM** The term of the lease shall be twenty (20) years from the Effective Date until July 31, 2044, unless terminated earlier pursuant to the provisions of this Lease.

2. Section 4 is deleted and replaced with the following:

4) IMPROVEMENTS UPON TERMINATION Upon termination of the Lease, the Lessor and Lessee will negotiate ownership of the buildings and other improvements on the Premises. Should the Lessee retain ownership, the Lessee shall within sixty (60) days remove from the Premises all buildings and improvements at its expense. If the Lessee does not remove the buildings, structures and improvements, the same shall belong to the Lessor without any right to the Lessee to have compensation therefore, or the Lessor may, in its sole discretion, remove or cause to be removed the buildings and improvements at the Lessee's expense. The Lessee shall have no claim against the Lessor for injury, if any, done to the buildings and improvements by any such removal.

3. Section 6 (2) is deleted.

4. Section 7 is deleted and replaced with the following:

7) USE The Lessor grants a non-exclusive lease to the Lessee of the demised Premises for the purpose only of permitting the encroachment of the Temagami Station on the rail lands of the Lessor. The Lessee shall not carry on or permit to be carried on in the Station or on the demised Premises any type of business without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

The Lessor shall construct on, maintain and use that part of the Premises surrounding the Station Building as shown outlined in red on "Schedule A" attached, (the "Joint Use Land") for the required infrastructure and improvements for its public transportation services and its passenger shelter on the Lessor's adjoining lands, more particularly described in the agreement between the parties dated XX.

The Lessor and its tenants shall, together with the customers of the Lessor's public transportation services, shall have full, free and unencumbered access over the Joint Use Land.

5. Schedule "A" is hereby amended as follows:

(f) shall be deleted and replaced with the following:

The Lessee shall be responsible for the removal of snow from the Premises with the exception of the track side platform and shall be responsible for all expenses incurred while fulfilling this obligation.

(j) shall be deleted.

(k) shall be amended as follows:

In the event that the Temagami Station or a substantial part thereof is razed, removed or destroyed, the Lease shall terminate and section 4 of the Lease shall apply.

6. The parties agree that all other terms and conditions of the Lease shall remain the same.
7. This Lease Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease may be transmitted by electronic mail or such similar device and the reproduction of signatures by electronic mail or such similar device will be treated as binding as if originals, and each Party undertakes to provide the other Party with a copy of the Lease bearing original signatures forthwith upon demand.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Lease.

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

Per: _____
Jonathan Corley
VP, Rail Operations

Date: _____

I have authority to bind the corporation.

**THE CORPORATION OF THE MUNICIPALITY
OF TEMAGAMI**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Date: _____

I/We have authority to bind the corporation.

Schedule "A"

