

**LAND LEASE AGREEMENT** made effective November 1, 2018

BETWEEN

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**  
(the "Landlord")

- and -

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**  
(the "Tenant")

In consideration of the rents, covenants and agreements in this agreement, **THE PARTIES AGREE AS FOLLOWS:**

**DEMISE AND TERM**

1. **Land:** The Land shall be comprised of the surface rights of the land legally described as Part of PIN 49005-0786 (LT), being Part of the Station Grounds granted to the Temiskaming and Northern Ontario Railway Commission by Order in Council NP1608, in the Geographic Township of Strathy, now the Municipality of Temagami, more particularly shown outlined in red on the sketch attached as Schedule A to this agreement (the "Land").
2. **Lease of Land:** The Landlord hereby leases the Land to the Tenant, and the Tenant hereby leases the Land from the Landlord. Save and except for any representations of the Landlord in section 6, the Tenant accepts the Land on an "as is" basis.
3. **Term:** The term of the Lease shall be five (5) years (the "Term") to be computed from the 1st day of November, 2018, until the 31st day of October, 2023, unless terminated earlier pursuant to the provisions of this Lease. The Land and Improvements shall be surrendered to the Landlord free of encumbrance and without compensation to the Tenant upon expiry of the Term.
4. **Early Termination:** Either party may terminate this Lease prior to the end of the term by providing ninety (90) days advance notice of the termination to the other party.
5. **Overholding:** If the Tenant remains in possession of the Land after the end of the Term without other arrangements agreed to in writing, then the Tenant shall be deemed to be a tenant from month to month only, under all of the same terms and conditions of this Lease then in effect, except as to the duration of the Term. The Tenant shall pay the Landlord monthly rent for such time as Tenant overholds, in the absence of any agreement regarding rent, in the amount of 1/12<sup>th</sup> of 125% of the Rent payable during the final month of the Term until such time as Tenant vacates the Land. Additional Rent shall be payable during any holdover.

6. **Landlord's Representations:** The Landlord represents and warrants that, as of the commencement of this Lease, it has good title in fee simple to the lands, free from all encumbrances.

#### **GENERAL COVENANTS**

7. **Landlord's Covenants:** The Landlord covenants with the Tenant that the Tenant shall and may peaceably hold and enjoy the Land for the Term demised without hindrance or interruption by the Landlord or any other person lawfully claiming by, through or under the Landlord, subject to the terms and conditions of this Lease.
8. **Tenant's Covenants:** The Tenant covenants with the Landlord:
  - (a) To pay Rent; and,
  - (b) To observe and perform all the covenants and obligations of the Tenant in this Lease, whether expressed as a covenant or not.
9. **Authority:** The Landlord and Tenant represent and warrant to each other that they have full right and authority to enter into this Lease on the terms and conditions in this Agreement, and that the provisions of this Lease do not conflict with or violate the provisions of any existing agreements between the parties and third parties. Each of the Landlord and Tenant represents and warrants to the other that the individual executing this Lease on such party's behalf is authorized to do so.

#### **RENT**

10. **Rent:** The Tenant shall pay Rent to the Landlord without deduction, set-off or abatement in advance on the 1<sup>st</sup> day of each year of the Term, commencing on the 1<sup>st</sup> day of November, 2018, in the amount of \$1,600.00, plus applicable taxes (the "Rent"). The Tenant shall pay to the Landlord immediately upon execution of this agreement, a document preparation fee of \$150.00 plus applicable taxes.
11. **Net Lease:** It is the intention of the parties that the Rent shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Lands. The Tenant shall pay all charges, impositions and expenses of every nature and kind relating to the Land as if it were an owner (except charges personal to the Landlord).

#### **ADDITIONAL RENT**

12. **Additional Rent:** The Tenant shall pay the following expenses relating to the Land as Additional Rent:
  - (a) Real property taxes, rates, duties and assessments levied, rated, charged or assessed on or in relation to the Land;
  - (b) Services supplied to the Land;
  - (c) Maintenance; and,
  - (d) Insurance premiums.
13. **Payment by Tenant:** If any of the charges included in Additional Rent are invoiced directly to the Tenant, the Tenant shall pay the charges as they come due and shall produce proof of payment to the Landlord immediately, if requested to do so. The Tenant may contest or appeal any such charges

at the Tenant's expense. If the Tenant fails to pay any of the charges included in Additional Rent, then the Landlord may make such payments and charge them to the Tenant as Additional Rent. The Landlord has the rights against the Tenant for default in payment of Additional Rent as it has against the Tenant for default in payment of Base Rent. If such charges are not paid by the Tenant on demand, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as if they were Rent in arrears.

#### **ALTERATIONS, MAINTENANCE AND REPAIRS**

14. **Alterations:** The Tenant will not make or erect any installations, alterations, additions or partitions (collectively, the "Improvements") on the Land, without the prior approval of the Landlord of the plans showing the design and nature of the buildings, structures or installations and their proposed location. If approved, the Improvements shall be constructed and thereafter maintained by and at the cost and expense of the Tenant to the reasonable satisfaction of the Landlord.
15. **Ownership of Improvements:** The Improvements shall become the absolute property of the Landlord upon the expiration or termination of the Lease, but shall be deemed, as between the Landlord and the Tenant, during the Term to be the separate property of the Tenant and not of the Landlord.
16. **Compliance:** All Improvements to the Land made by the Tenant must comply with the applicable building code standards and by-laws of the municipality in which the Land is located. The Tenant shall be responsible for and pay the cost of any alterations or improvements that any governing authority may require to be made in, on or to the Land.
17. **Drainage:** The Tenant shall maintain the existing drainage pattern of the Land and cause no alteration without the prior approval of the Landlord.
18. **Maintenance:** The Tenant shall keep the Land and Improvements in good condition and shall, with or without notice, promptly make all needed repairs and all necessary replacements as required by the Landlord. The Tenant shall be responsible for, but not limited to, snow removal and off-site hauling and site grading.
19. **Condition on Surrender:** Upon the expiry of the Term or other determination of this Lease, the Tenant agrees peaceably to surrender the Land and the Improvements, to the Landlord in a state of good repair.
20. **Substantial Damage:** The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Land and Improvements from any cause.
21. **Liens:** The Tenant shall not permit any lien to be claimed against the Land for any labour or materials furnished to, or with the consent of, the Tenant, in connection with any work performed or claimed to have been performed on the Land or the Improvements by or at the direction of the Tenant. The Tenant, at its own expense and by whatever means necessary, shall immediately obtain the release or discharge of any encumbrance registered against the Land in connection with any use or activity of the Tenant.
22. **Landlord's Access:** The Landlord or its representative shall be entitled to enter upon the Land and Improvements at any time during normal business hours, on reasonable prior notice, for the purpose

of inspecting the Land and Improvements. The Landlord shall take reasonable precautions and attempt to schedule such inspections so as not to unreasonably interfere with the Tenant's use and enjoyment of the Land and Improvements.

23. **Repairs and Maintenance:** If upon inspection by the Landlord, repairs or maintenance to the Land or Improvements are found to be necessary, written notice of the repairs or maintenance required shall be given to the Tenant by the Landlord and the Tenant shall make the necessary repairs or perform the maintenance within the time specified in the notice. If the Tenant refuses or neglects to make the necessary repairs or maintenance, the Landlord may, but shall not be obliged to, make any necessary repairs or maintenance and shall be permitted to enter the Land and Improvements for the purpose of effecting the repairs or maintenance without being liable to the Tenant for any loss, damage, or inconvenience to the Tenant in connection with the Landlord's entry and repairs or maintenance. If the Landlord makes repairs or performs maintenance, the Tenant shall pay the cost of them immediately as Additional Rent.
24. **Removal:** The Tenant shall, at its own expense, if requested by the Landlord, either during the Term or upon the expiry or other termination of this Lease, remove any or all Improvements and shall repair all damage caused by the installation or the removal or both.
25. **Damage and Destruction:** If the Improvements are damaged or destroyed, the Tenant shall at its sole cost and expense repair or replace the same. In no event will there be an abatement of Rent or Additional Rent by reason of such damage.

#### **USE and COMPLIANCE WITH LAWS**

26. **Permitted Uses:** The Tenant shall use the Land only for the purpose of a public municipal parking lot and shall not use the Land for any other purpose. The Tenant shall satisfy itself that the use is a lawful use of the Land and in compliance with all restrictions registered against title to the Land, without further governmental consents, approvals or permits being necessary. The Tenant will operate the parking lot in a manner as not to interfere with the Landlord's use of the Adjacent Land.
27. **Condition of the Land:** The Tenant acknowledges that the lease of the Land is on an "as is" basis and the Tenant has satisfied itself as to the condition of the Land and its suitability for the use intended. The Tenant acknowledges that it has inspected the Land and conducted an independent investigation of current and past uses of the Land and the Tenant has not relied on any representations by the Landlord concerning any condition of the Land, environmental or otherwise. The Landlord makes no representations or warranties whatsoever regarding the fitness of the Land for any particular use or regarding the presence or absence upon or under the Land or any surrounding or neighbouring lands of leakage or likely leakage or emission of environmental contaminants from or onto the Land or of any dangerous or potentially dangerous substance or condition.
28. **Rail Operations:** The Landlord has a rail right-of-way within 50 metres of the Land. There may be alterations to or expansion of the rail facilities on such right-of-way in the future including the possibility that the Landlord may expand its operations such that the working environment of the Tenant will be affected. Notwithstanding the inclusion of any noise and vibration attenuating measures, the Landlord will not be responsible for any complaints or claims arising from operations on, or and under the rail right-of-way. This section shall bind the Tenant after expiration or early termination of this Lease.

29. **Access to the Premises:** The Landlord does not warrant safe access to the Land and access thereto shall be at the risk of the Tenant. The Tenant shall access the Land from Oak Street.
30. **Customer's Use:** The Tenant shall, subject to it obtaining any required governmental permits and approvals, at its sole expense, erect a fence or concrete barriers around the perimeter of the Land to prevent the public from crossing the Landlord's railway tracks and to prevent the public from parking on the land owned by the Landlord adjacent to the Land (the "Adjacent Land"). The Tenant shall erect signage directing the public towards the O'Connor Drive public railway crossing. The Tenant will be responsible for all damages to the Adjacent Land caused by the public parking on the Adjacent Land. The Tenant shall indemnify and hold the Landlord harmless from and against any claims or losses arising from the public parking on the Adjacent Land.
31. **Laws:** The Tenant will comply with all laws, by-laws, order, rules and regulations of any lawful authority having jurisdiction respecting all Improvements, goods and other property on the Land and the Tenant's use of the Land.
32. **Nuisance:** The Tenant shall not at any time use the Land in any way considered objectionable to the Landlord, nor to obstruct or interfere with the operation, maintenance or use of any railway track, roadway or works of the Landlord, or others, in the vicinity of the Land.

#### **ENVIRONMENT**

33. For the purpose of this part, "Environmental Contaminant" means any substance, material or waste defined, regulated, listed or prohibited by environmental laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.
34. **Compliance:** Throughout the term of the Lease, the Tenant is required to comply with all applicable environmental laws and practice good environmental stewardship.
35. **Environmental Contaminants:** The Tenant shall not cause or permit any Environmental Contaminants to be located, stored, disposed of, produced, processed, deposited, released, discharged or incorporated in, on or under any part of the Land. The Tenant shall remove from the Land, immediately upon demand, at its cost, any Environmental Contaminants introduced thereto by the activities of the Tenant. If there is remediation work required on the Land due to environmental contamination that occurred during the Term of the Lease, the Tenant shall reimburse the Landlord or any public authority or any third party for any costs incurred to complete the remediation work.
36. **Existing Contamination:** The Tenant shall have no responsibility under section 35 for Environmental Contaminants existing in the Land prior to the Tenant taking possession of the Land.
37. **Ownership:** Notwithstanding any provision of law to the contrary, any Environmental Contaminants placed or permitted on or under the Land by the Tenant in contravention of section 35 shall remain the property of the Tenant.
38. **Survival:** The obligations of the Tenant under sections 34 to 37 shall survive the expiry or other termination of this Lease.

## **SALE**

39. **Sale:** If the Landlord sells the Land or if the Land is expropriated by any Federal, Provincial or Municipal authority, the Landlord shall have the right, notwithstanding anything in this Lease, to terminate this Lease upon giving ninety (90) days advance notice in writing to the Tenant of its intention so to do and the Tenant shall surrender this Lease and all the remainder of the Term, if any, then yet to come and unexpired, upon the expiration of the ninety (90) day notice period, and will, subject nevertheless to the provisions in this Lease, vacate the Land and yield up to the Landlord the peaceable possession thereof. The ninety (90) days' notice need not expire at the end of any year or at the end of any month, and if the day fixed for termination of the Lease expires on a day other than the last day of a month, the Rent for such month shall be apportioned for the broken period and the parties shall be released from any further obligations with respect to any matter under this Lease, except those obligations that are intended to survive the expiry or termination of this Lease.

## **INSURANCE AND INDEMNITY**

40. **Risk of Injury:** The Tenant shall assume all risk of injury, loss or damage by fire, theft or other cause, whether due to the negligence of the Landlord and those for whom the Landlord is in law responsible or otherwise, to all property of the Tenant and property of the Tenant's customers on the Land.
41. **Indemnity:** Save and except to the extent caused by or contributed to by the negligence or willful misconduct of the Landlord or those for whom the Landlord is in law responsible, the Tenant indemnifies the Landlord and saves it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Land, or the occupancy or use by the Tenant and the Tenant's customers of the Land, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, the Tenant's customers or by anyone permitted to be on the Land by the Tenant. If the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this lease, unless a Court shall decide otherwise.
42. **Special Damages:** The Landlord and the Tenant shall not be liable for nor indemnify and save harmless the other or anyone for whom it is in law responsible from and against any indirect, special or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property even if advised of the possibility of such damages.
43. **No Indemnity:** Notwithstanding anything else in this agreement, any express or implied reference to the Landlord providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Landlord, whether at the time of execution of this agreement or at any time during the duration of this agreement, shall be void and of no legal effect.
44. **Survival:** The obligations of the Tenant under sections 40 to 43 shall survive the expiry or other termination of this Lease.

45. **General Liability Insurance:** The Tenant, at its expense, will procure and maintain throughout the term of this Lease or any renewal thereof, Commercial General Liability Insurance in a form and content satisfactory to and with insurance companies acceptable to the Landlord, protecting both the Landlord and the Tenant against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or on or about the Land leased by the Tenant, including Tenant's legal liability, with liability coverage in an amount of not less than five million dollars (\$5,000,000.00), and such higher limits as the Landlord may reasonably require from time to time. The Commercial General Liability insurance shall contain a cross liability and severability of interest clause. The Landlord shall be added as an additional insured to the commercial general liability insurance policy. There shall be a waiver of subrogation against the Landlord in the policy. The policy shall not have limitations on or exclusions from coverage arising from working on or around railway property.
46. **Property Insurance:** The Tenant shall at its expense procure and maintain "all risks" insurance on a replacement cost basis in respect of all Improvements, insurable goods, merchandise and other property in respect of which the Tenant has an insurable interest which may at any time be on the Land. The Tenant releases the Landlord from all claims for any loss resulting from the Tenant's neglect or failure to so insure. There shall be a waiver of subrogation against the Landlord in the policy.
47. **Subrogation:** The Tenant shall have no claim against the Landlord or the Landlord's insurance for any damage the Tenant may suffer.
48. **Evidence of Insurance:** Upon the request of the Landlord, the Tenant shall provide to the Landlord evidence of such insurance having been obtained and maintained in the form of a certificate of insurance. The insurance shall not be subject to cancellation except after at least thirty (30) days' advance written notice to the Landlord. The Tenant shall provide to the Landlord, within 15 days of execution of this agreement, copies of any lease or license or other agreement relating to the Premises which have been entered into between the Tenant and a third party.
49. **Notification:** The Landlord shall not be responsible for notifying the insurers of any occurrence or accident on or around the Land.
50. **Insurance During Assignment:** Notwithstanding the provisions of the assignment clause herein, the Tenant shall ensure that any Assignee of the Lease shall obtain and maintain in full force and effect, during the term of such assignment, the insurance referred to in this part. The Tenant shall obtain from such Assignee, and shall provide to the Landlord, a certificate that such insurance has been obtained and is being maintained.

#### **EVENTS OF DEFAULT AND LESSOR'S REMEDIES**

51. **Events of Default:** The following shall constitute an Event of Default by the Tenant:
- (a) the Tenant has failed to pay rent for a period of 15 business days, and such failure continues for five (5) business days after written notice from the Landlord;
  - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease (other than its covenant to pay rent) and such default has continued for a period of 10 business days (or such longer period as the Landlord determines acting reasonably is

reasonable in the circumstances) after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied, or if by reason of the nature thereof, such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such 10 business day period, if the Tenant has failed to commence or rectify or cure such default.

- (c) the Tenant has:
  - i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
  - ii) had its properties seized or attached in satisfaction of a judgment;
  - iii) had a receiver appointed;
  - iv) committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Landlord's property; or
  - vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;
- (c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Land, or by reason of non-payment of premiums and the Tenant has failed to remedy the situation, use, condition, occupancy or other factor giving rise to such actual or threatened cancellation or adverse change within 48 hours after written notice thereof from the Landlord;
- (d) the Tenant abandons the Land and Improvements; and,
- (e) The Land is used by any other person or persons than the Tenant or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

52. **Remedies:** If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) To terminate this Lease by notice to the Tenant;
- (b) To re-enter the Land and repossess them and to remove all persons and property from the Land and Improvements and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. No entry by the Landlord shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (c) To enter the Lands and Improvements as agent of the Tenant to do any or all of the following:
  - (i) Relet the Lands and Improvements for whatever length of time and on such terms as the Landlord, in its discretion, may determine, and to receive the Rent therefor;
  - (ii) Take possession of any property of the Tenant on the Land and Improvements, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
  - (iii) Make alterations to the Land and Improvements to facilitate their reletting;



- (iv) Apply the proceeds of any such sale or reletting, first to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
  - (d) To remedy or attempt to remedy any default of the Tenant under this Lease, at the expense of the Tenant, and to enter upon the Land for such purposes. No notice to the Tenant of the Landlord's intention to remedy the default need be provided unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages cause by the acts of the Landlord in remedying or attempting to remedy the default. All expenses of the Landlord in remedying or attempting to remedy such default shall be payable the Tenant to the Landlord forthwith upon demand and shall be deemed to be Rent.
  - (e) To recover from the Tenant all damages, costs and expenses incurred by the Landlord as result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Land; and,
  - (f) To recover from the Tenant the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated Rent.
53. **Distress:** The Tenant waives and renounces the benefit of any present or future statute taking away or limiting Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent, of goods owned by it, in arrears. Nothing herein shall entitle Landlord to obtain possession of any records of Tenant's personnel on the Premises.

#### **ASSIGNMENT**

54. The Tenant shall not assign this Lease or sublet the whole or any part of the Land unless it first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld, conditioned or delayed. The Tenant shall provide to the Landlord, within 15 days of execution of this agreement, copies of any lease or license or other agreement relating to the Land which have been entered into between the Tenant and a third party.
55. The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
56. Any consent granted by the Landlord shall be conditional upon the assignee, sub-lessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sub-tenant or occupant had originally executed this Lease as tenant.

57. Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Land shall not relieve the Tenant from its obligations under this Lease, including the obligation to pay Rent and Additional Rent.
58. Notwithstanding anything contained in this Lease to the contrary, the Tenant shall be entitled, without the consent of the Landlord, to transfer or assign this Lease or sublet the Land to any other body corporate which is controlled by the Tenant or which is an affiliate of the Tenant or to any subsidiary or related corporation, within the meaning of the *Canada Business Corporations Act*.

## GENERAL

59. **Relationship:** Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of landlord and tenant as described in this Lease. The Tenant shall be solely responsible for its employees and all obligations relating to its employees throughout the term of this Agreement.
60. **Notice:** Any notice required by this Lease shall be in writing and shall be deemed to have been sufficiently given sent by personal delivery, facsimile, e-mail or by prepaid courier or registered post addressed to the Landlord to:

Attention: Legal and Realty Department  
555 Oak Street East  
North Bay, ON P1B 8L3  
Fax: 705-472-4267  
Email: Erin.Mullens@ontarionorthland.ca

And addressed to the Tenant to:

Attention:  
7 Lakeshore Drive  
Temagami, ON P0H 2H0  
Fax:  
Email:

Such notice shall be deemed to have been received on the date of which it was delivered or sent by facsimile, e-mail or if mailed by post, on the fifth (5<sup>th</sup>) business day following the date of mailing. Any party may change its address for the purpose of this section by giving ten (10) business days prior written notice of such change to the other party in the manner set out above. In the case of the interruption or anticipated interruption in the mail service in which case such notice shall be given by personal delivery or facsimile or e-mail or pre-paid courier.

61. **Interpretation:** The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

62. **Jurisdiction:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario without regard to conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
63. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any and all prior agreements, negotiations, representations and understandings whether written or oral between the Parties. This Agreement may not be released, supplemented or modified in any manner except by a further written agreement signed by a duly authorized officer or representative of each of the parties.
64. **Waiver:** No provision hereof shall be deemed waived, unless such waiver is in writing signed by the party to be charged with such waiver, and a waiver of any provision in one instance shall not be deemed as a waiver in any other instance.
65. **Registration:** The Tenant shall not at any time register notice of a copy of this Lease on title to the property of which the Land forms part without the consent of the Landlord.
66. **Successors:** This Agreement and the covenants, provisions and obligations contained herein shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and permitted assigns.
67. **Counterparts and Electronic Delivery:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

**[signature page follows]**

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

Per \_\_\_\_\_  
Donna Jaques, General Counsel

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

