

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 13-1135

Being a by-law to authorize the Mayor and Chief Administrative Officer to execute a Termination Agreement with the Train Station Restoration Trust, Theatre Consulting Group and Temagami Station Enterprises for the Termination of the Lease on the Temagami Train Station.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

WHEREAS by a Licence made the 11th day of July, 1997 (the "Licence") Ontario Northland Transportation Commission ("ONTC") granted a Licence of the land and premises, more particularly described in the Licence, commonly known as the Temagami Train Station, at Temagami, Ontario to the Theatre Consulting Group as Licensee;

AND WHEREAS by way of an agreement made as of the 8th day of September, 1999 the Licence was assigned by the Theatre Consulting Group to the Restoration Trust with the consent of ONTC;

AND WHEREAS by way of an agreement made the 19th day of February, 2001 ONTC, as Assignor, signed all of its right, title and interest in the Licence to Temagami, as Assignee, and Temagami agreed to assume the obligations of ONTC under the Licence;

AND WHEREAS the Council of the Municipality of Temagami has adopted a Vision for Temagami that includes a priority to make the Train Station a central focus of the Town;

AND WHEREAS the Municipality has been in negotiations since March 2013 with the Temagami Station Restoration Trust;

AND WHEREAS Council passed Resolution 13-273 on the 6th day of June 2013, by which Council authorized the Chief Administrative Officer to prepare, in accordance with direction given by Council, a Termination Agreement for early termination of the lease for signing by the Train Station Restoration Trust, Theatre Consulting Group and the Temagami Station Enterprises, for execution by the Municipality;

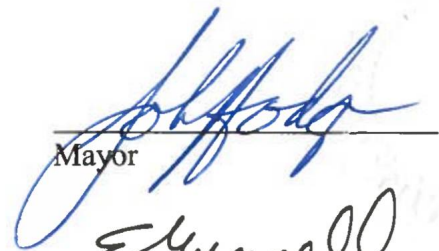
AND WHEREAS execution of said agreement will cause the tenure of the Temagami Train Station to revert to the Municipality;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

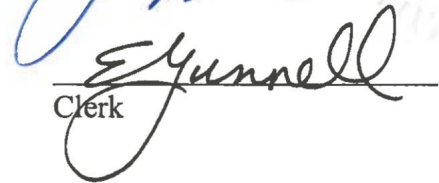
1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the Agreement attached hereto as Schedule "A" and forming part of this bylaw.
2. That this bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 27th day of June 2013;

READ A SECOND AND THIRD time and finally passed this 27th day of June 2013.



Mayor



Clerk

THIS AGREEMENT made the 27th day of June, 2013,

BETWEEN:

The Corporation of the Municipality of Temagami
(“Temagami”)

AND

Temagami Station Restoration Trust
(the “Restoration Trust”)

AND

Theatre Consulting Group Limited
(the “Theatre Consulting Group”)

AND

Temagami Station Enterprises Limited
(the “Temagami Station Enterprises”)

WHEREAS:

1. By a Licence made the 11th day of July, 1997 (the “Licence”), a copy of which is attached hereto and marked as Schedule “A”, Ontario Northland Transportation Commission (“ONTC”) granted a Licence of the land and premises, more particularly described in the Licence, commonly known as the Temagami Train Station, at Temagami, Ontario (the “Licenced Lands”), to the Theatre Consulting Group as Licensee;

2. By way of an agreement made as of the 8th day of September, 1999, a copy of which is attached hereto and marked as Schedule “B”, the Licence was assigned by the Theatre Consulting Group to the Restoration Trust with the consent of ONTC;

3. Pursuant to some sort of agreement or arrangement Theatre Consulting Group and/or the Restoration Trust sublet a portion of the Licenced Lands to Temagami Station Enterprises;

4. By way of an agreement made the 19th day of February, 2001, a copy of which is attached hereto and marked as Schedule “C”, ONTC, as Assignor, signed all of its right, title and interest in the Licence to Temagami, as Assignee, and Temagami agreed to assume the obligations of ONTC under the Licence;

5. All of the parties hereto have agreed that the Licence and all agreements flowing from it shall be terminated and will be at an end thirty (30) days from the date of this agreement set out above (the “Termination Date”), on the terms and conditions contained herein.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

1. Termination

- (1) The term of the Licence and all agreements flowing from it shall be fully completed and ended with effect from and after the Termination Date and the Licence and all agreements flowing from it are hereby amended accordingly.
- (2) Temagami shall pay to the Restoration Trust, on the Termination Date except as specifically herein provided otherwise, the aggregate sum of fifty thousand dollars, plus harmonized sales tax ("HST"), if applicable, as follows:
 - (a) the sum of thirty four thousand one hundred and fifty nine dollars and thirty five cents (\$34,159.35), plus HST, if applicable, shall be paid by Temagami to the Restoration Trust upon the date the Restoration Trust and Temagami Station Enterprises vacate the Licenced Lands in accordance with the terms of sub-paragraph 1.(5) of this Agreement;
 - (b) as to the sum of approximately five thousand eight hundred and forty dollars and sixty five cents (\$5,840.65) by Temagami waiving any and all outstanding fees and charges related to water and sewer services payable by the Restoration Trust to Temagami pursuant to the provisions of the Licence; and
 - (c) the sum of ten thousand dollars (\$10,000.00) plus HST, if applicable, shall be paid by Temagami to the Restoration Trust, upon completion and submission to Temagami of an exit survey\technical report in a form and with contents satisfactory to Temagami, acting responsibly and within the spirit of the discussions leading to this agreement, on what is required to complete the restoration of the Temagami Station. It is understood and agreed that this Report will be completed and submitted to Temagami on or before the Termination Date; and
- (3) On or before the Termination Date, the Restoration Trust covenants and agrees to provide Temagami with a written inventory of all fixtures and chattels acquired and/or designed for Temagami Station paid for either partly or fully through Provincial and Federal Government grants or subsidies together with a Bill of Sale for the same transferring all of their right, title and interest in any such fixtures and chattels to Temagami.
- (4) The parties hereto agree that ownership of the boxcars located partially on the Licenced lands shall automatically vest in Temagami in the event that the boxcars are not removed from the land owned by or licenced to Temagami, by the Restoration Trust, at the Restoration Trust's expense on or before the ninetieth (90th) day following the Termination Date.

- (5) The Restoration Trust, Theatre Consulting Group and Temagami Station Enterprises covenant and agree to vacate the Licenced Lands on or before the Termination Date subject to their right to store their chattels in the boxcars and trailer behind Temagami's Public Works garage as set out in the immediately following sub-paragraph 1.(6).
- (6) The Restoration Trust, Theatre Consulting Group and Temagami Station Enterprises shall be entitled to store any chattels belonging to them presently located on the Licenced Lands free of rent, but at their own risk, in the boxcars located beside the Licenced Lands and trailer behind Temagami's Public Works garage, for a period of ninety (90) days following the Termination Date.

2. Releases

- (1) Temagami hereby releases all of the other parties to this agreement from all of their obligations under the Licence, with effect as of and from the Temagami Release Date and hereby remises, releases and forever discharges the other parties, with effect as of and from the Temagami Release Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which Temagami now has or can, shall or may hereinafter have against the other parties arising out of or under or by virtue of the Licence and any assignments of it. For the purposes of this agreement "Temagami Release Date" shall mean the date that the Restoration Trust, Theatre Consulting Group and Temagami Station Enterprises have complied with the last of their covenants and agreements contained in this agreement.
- (2) The Restoration Trust, the Theatre Consulting Group and Temagami Station Enterprises hereby remise, release and forever discharge Temagami, with effect as and from the Release Date, of and from all manner of actions, causes of action, suits, debts, duties, accounts, covenants, contracts, claims and demands whatsoever which they now have or can, shall or may hereinafter have against Temagami arising out of and under or by virtue of the Licence and/or any assignments of the Licence. For the purposes of this agreement "Release Date" shall mean the date that Temagami has complied with the last of its covenants and agreements contained in this agreement except for those that it is unable to perform as a result of the failure of one or more of the other parties to comply with their covenants and agreements in a timely fashion.

3. Miscellaneous

- (1) Temagami represents and warrants that it has the right, full power and authority to agree to the provisions contained in this agreement and to

perform its obligations hereunder, that it has not assigned or encumbered its interest in the Licence and that no consent from any other party is required.

- (2) Each of the Restoration Trust, the Theatre Consulting Group and the Temagami Station Enterprises represents and warrants that they have the right, full power and authority to enter into this agreement and to perform each of their obligations hereunder, and that, as of the Termination Date, none of them entered into any agreements or executed any other instruments, deeds or other documents pursuant to which the Licenced Lands, the Licence or the unexpired portion of the term, including any renewals, were in any way charged, encumbered, assigned, sublet or otherwise transferred.
- (3) Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party or parties thereto may reasonably require for the purpose of giving effect to this Agreement and carrying out its provisions and completing the transactions contemplated by this Agreement.
- (4) Unless the context otherwise requires, words importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- (5) This agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
- (6) Delivery of an executed copy of a signature page to this agreement by facsimile or electronic transmission shall be effective as delivery of an original executed copy of this agreement, and each party hereto undertakes to provide each other party with a copy of the agreement bearing original signatures forthwith upon demand.
- (7) The rights and liabilities of the parties shall enure to the benefit of their respective legal representatives, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

The Corporation of the Municipality of Temagami

Per: [Signature]

Name: Sohr? Hodssan

Title: Mayor

I/We have authority to
bind the Corporation

Per: [Signature]

Name: Patrick Cor^r

Title: CAO

Te magamp Station Restoration Trust

Per: [Signature]

Name: Robert J. Bass

Title: Aot^onWV&oa^ HA M

I/We have authority to
bind the Corporation

Per: [Signature]

Name: Audrey Ellard

Title: Board Member

O/rTTTr/f"
inc 100.

Theatre Consulting Group Limited

Per: [Signature]

Name: Richard Smeaton

Title: Owner

I/We have authority to
bind the Corporation

Per: _____

Name:

Title:

Temagami Station Enterprises Limited

Pec [Signature]

Name: Richard Smeaton

Title: Personality

I/We have authority to
bind the Corporation

Per: _____

Name:

Title:

SCHEDULE "A" TO AN AGREEMENT DATED THE 7th DAY OF June, 2013
ENTERED INTO BETWEEN THE CORPORATION OF THE MUNICIPALITY OF
TEMAGAMI, TEMAGAMI STATION RESTORATION TRUST, THEATRE CONSULTING
GROUP LIMITED AND TEMAGAMI STATION ENTERPRISES LIMITED

THIS AGREEMENT made in duplicate this 14th of 1997 July

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter referred to as "ONTC")

OF THE FIRST PART

AND:

THEATRE CONSULTING GROUP LIMITED

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

LICENCE - OCCUPATION OF LAND

WHEREAS ONTC is the owner of certain lands and buildings in. Temagami, Ontario,
more particularly described in Schedule "A" attached hereto and forming a part of
this Agreement.

AND WHEREAS ONTC has been requested by the Licensee to provide a portion of
land in the location more particularly described in Schedule "A" attached hereto and
forming part of this Agreement together with the station building Located thereon
(hereinafter referred to as the "licenced lands").

IN CONSIDERATION OF the recitals and the provisions contained in this Agreement,
the parties agree as follows:

1. LICENCE

- (a) Subject to the terms and conditions of this Licence, ONTC hereby grants a
Licence to the Licensee to use the licenced lands more particularly outlined in
red. in Schedule "A" annexed hereto»
- (b) The Licensee shall provide a waiting room that will be reserved for ONTC rail
passengers as required by train schedules. The area will incorporate the
south side track door. Seating will be provided for a minimum of eight
passengers. The area will be restored in keeping with the rest of the
renovation work and will be heated or cooled as seasonally appropriate.

During normal business hours the waiting area Will be part of the general
lobby and ONTC passengers will have access to the washrooms and retail
areas.

Outside of the Licensee's normal business hours, partitions will secure the
waiting area from the rest of the building. The waiting area will be available
for the use of ONTC rail passengers 30 minutes before and after schedule
train times. The secured area will be opened to passengers either by timed
or remotely operated locks or by the local ONTC agent, as determined by
ONTC. ONTC will be responsible for any damages to the secured waiting area
during theses times.

2- TERM

The term of this agreement shall be for a period of five (5) years commencing on the 1st day of July 1997 and terminating on the 30th day of June 2002, subject to the provisions for termination hereinafter contained.

3. OPTION TO RENEW

(a) FIRST RIGHT TO RENEW

- i) If the Licensee regularly pays the licence fee and performs all of the provisos and agreements contained in this licence on the part of the Licensee to be performed, ONTO shall, at the expiration of the initial 5 year term, upon written request of the Licensee, grant to the Licensee a renewal of this licence for a further period of five years upon the same terms and conditions contained in it, except as to rent, provided always that the Licensee shall have given to ONTO 60 days notice in writing before the expiration of the term of its desire to have the extension and renewal.
- ii) The licence fee for the first renewal period shall be the annual licence fee payable at the end of the initial 5 year term (\$9,450.00) plus the percentage thereof that the Consumer Price Index (Canada) has increased during the initial 5 year term. The parties agree that the annual licence fee shall not be less than, the annual amount paid at the end of the initial term (\$9,450.00).

(b) SECOND RIGHT TO RENEW

- i) If the Licensee has exercised its first right of renewal as provided in paragraph 3(a) (i) and regularly pays its licence fees and performs all provisos and agreements contained in this licence on the part of the Licensee to be performed, the Licensee may give ONTO 60 days' prior notice in writing before the expiration of the first renewal term of its desire to have a second renewal of this licence for a period of 5 years upon the terms and conditions provided for in the first renewal term except as to rent.
- ii) The licence fee for the second renewal period shall be the annual licence fee payable at the end of the first renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the first renewal term.

(c) THIRD RIGHT TO RENEW

- i) If the Licensee has exercised its second right of renewal as provided in paragraph 3(b) (i) and regularly pays its licence fees and performs all provisos and agreements contained in the licence in the past of the Licensee to be performed, the Licensee may give ONTO 60 days' prior notice in writing before the expiration of the second renewal term of its desire to have the third renewal of this licence for a period of 5 years upon the terms and conditions provided for in the second renewal term except as to rent and without any further right of renewal.

- ii) The licence fee for the third renewal period shall be the annual licence fee payable at the end of the second renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the second renewal term.

4. CONSIDERATION

During the initial 5 year term the Licensee shall pay an annual base licence fee as follows:

- (i) From July 1, 1997 to June 30, 1998 ONTC shall waive any annual base licence fee. The Licensee shall be responsible for all other expenses and taxes from the commencement of the agreement.
- (ii) From July 1, 1998 to December 31, 1998. The Licensee shall pay a base licence fee of Three Thousand, Three Hundred and Seven Dollars and Fifty Cents (\$3,307.50) plus G.S.T. and any other applicable taxes payable in equal monthly instalments of Five Hundred and Fifty-one Dollars and Twenty-five Cents (\$551.25) plus G.S.T. and any other applicable taxes commencing on the 1st day of July 1998. The Licensee shall be responsible for all other expenses and taxes.
- (iii) From January 1, 1999 to June 30, 2002 the Licensee shall pay a base licence fee of Nine Thousand, Four Hundred and Fifty (\$9,450.00) per year, plus G. S.T. and any other applicable taxes payable in equal monthly instalments of Seven Hundred and Eighty-seven Dollars and Fifty Cents (\$787.50) plus G. S. T. and any other applicable taxes commencing on the 1st day of January 1999. The Licensee shall be responsible for all other expenses and taxes.

Payment of any amount due under this Licence shall be made by the Licensee to "Ontario Northland Transportation Commission" by cheque mailed to ONTC at the address set forth in paragraph 14 or at such other address and to such other person as ONTC may direct the Licensee in writing.

5. OBLIGATIONS OF THE LICENSEE

- (a) Subject to the advance approval of ONTC, any buildings, equipment or material required by the Licensee for the operation of its business shall be placed and/or installed and afterwards maintained at the sole cost and expense of the Licensee.
- (b) In making any of its installations, the Licensee shall observe and carry them out according to good engineering practice in accordance with all applicable governmental laws, regulations or requirements concerning the same.
- (c) The Licensee shall submit to ONTC a copy of any licence to install or maintain any such installations as required by the appropriate governmental authorities.
- (d) The Licensee shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commission's applicable thereto with respect to its use and occupation of the licenced lands. The Licensee shall arrange and secure at its cost, prior to the occupancy, all applicable government permits and approvals for the intended occupancy.

- (e) The Licensee shall be responsible for any and all municipal, school, business taxes and any other taxes, as well as any local improvement and water charges which may be levied upon the licenced lands. The Licensee shall pay directly to ONTO any and all invoices provided by ONTC to the Licensee pertaining to any of the above taxes or charges.
- (f) The Licensee shall be responsible for the payment of all snow removal, janitorial costs, public utilities, operating costs and expenses of repair, maintenance and upkeep relating to the licenced lands.
- (g) The Licensee shall, at its own expense, insure that all new and repaired services for public utilities are in compliance with all applicable provincial legislation and regulations,
- (h) The Licensee shall indemnify and save harmless ONTC from any claim or demand against the licenced lands for construction liens related to work done by or on behalf of the Licensee. All registrations or claims for lien shall be discharged by the Licensee within ten (10) days notice from ONTC.
- (i) The Licensee agrees that it will not register this Licence Agreement or notice of this Licence Agreement under the Land Titles Act without the consent of ONTC. If the Licensee requires registration of this Licence Agreement it will obtain a reference plan at its own cost and will pay any and all costs required to register the reference plan and notice of agreement. The Licensee undertakes to take any action required by ONTC at its own cost to ensure that ONTC's remaining parcel of land is unencumbered by this Licence.
- (j) The Licensee shall make full and complete compensation for any damage caused to ONTC's physical property by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for damage attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or those for whom it is in law responsible.
- (k) The Licensee shall make full and complete compensation for any bodily injury or death to any person caused by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (l) The Licensee shall waive against ONTC, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the Licensee or employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Licensee with respect to its use of the property, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.
- (m) The Licensee agrees to indemnify ONTC and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Licensee of any of the terms and conditions of this Agreement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.

6. INSURANCE

- (a) The Licensee shall take out and keep in full force and effect throughout the term, fire and extended perils direct damage insurance coverage on the building at a replacement cost basis, with a responsible insurance company in an amount such as would be carried by a prudent owner and in an amount satisfactory to ONTO. The Licensee shall include ONTO as an additional insured and shall provide evidence of insurance to ONTC.
- (b) The Licensee shall keep the licenced lands, buildings and equipment insured for the benefit of ONTC and the Licensee and to provide and keep in force comprehensive general liability insurance in an amount not less than \$2,000,000.00 in respect of injury to or death to any person or injury to property and to provide ONTC with evidence of insurance satisfactory to ONTC. The Licensee shall include ONTC as an additional insured and shall provide evidence of insurance to ONTC.
- (c) The aforementioned insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC.

7. OPERATIONAL REQUIREMENTS

- (a) Apart from the agreed alterations described in Schedule "B" of this Agreement, the Licensee shall not construct, renovate or replace any building or structure on the licenced lands without first obtaining permission in writing from ONTC's Sr. Director Track & Structures and obtaining a licence as required by the appropriate government authorities. Such work shall include structural, mechanical and electrical repairs and changes, leasehold improvements and any demising construction on the licenced lands, to the satisfaction of the local Building Department and shall be constructed and paid for by the Licensee. Any alteration to the licenced lands shall be at the cost of the Licensee and any new building structures or facilities erected on the licenced lands must be set back 100 feet from the centre line of the nearest rail line and 25 feet from the subject property lines.
- (b) The Licensee shall obtain the approval from Ontario Northland Telecommunications before digging, installing stakes or poles or posts into the ground or commencing any activity that might disturb buried or overhead cables.
- (c) Any installation, maintenance or changes to the Licensee's proposed occupation must first meet with the requirements and approval of ONTC. All operation and alterations to the licenced lands, including signage will be subject to the prior approval of ONTC with reference to its intention of encouraging historic preservation and will particularly respect the unique architectural features of the building and the corporate image of ONTC.
- (d) The Licensee agrees that no work or occupation shall at any time take place on the licenced lands in such a manner as to obstruct, delay in any way or interfere with ONTC's operations or with the ability of ONTC employees or customers to utilize ONTC operations. ONTC will not carry out any work upon the licenced lands without prior written notice to the Licensee. Any currently operating ONTC equipment located within the licenced lands is identified on Schedule "A" and is suitably protected. ONTC, its officers, employees, agents or contractors must provide 24 hours written notice before entering onto the premises except in emergency situations to access this currently operated equipment within the station and except where ONTC passengers are utilizing ONTC operations.
- (e) The Licensee shall maintain and repair the licenced lands, excluding its portion of the platform, at its own expense and keep them in a clean and sanitary condition and in accordance with all applicable laws. The Licensee will clean and remove snow from the platform area required for passenger use. The Licensee will remove snow from its parking spaces and entrance area, plus ONTC parking spaces (see Schedule "A"). ONTC will be responsible for repairs to the platform.

- (f) Any overhead or underground services located within the licenced lands shall be protected during the occupancy» Any damage caused by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is responsible shall be paid by the licensee ►
- (g) The Licensee shall not make application to give the licenced land a formal historic or heritage designation under the Ontario Heritage Act or any of the related legislation and will support ONTO in its opposition to any such application by any other third party.

8. USE

- (a) The licenced lands shall only be used, subject to local zoning by-laws, for the purpose of:
 - (i) an exhibition consisting of historic models and dioramas,
 - (ii) the construction of this display, plus the on-going manufacture of additional models, displays and related light manufacturing,
 - (iii) retail, mail order and wholesale sales of these manufactured products, related hobby and railway souvenirs, and similar items,
 - (iv) the ticket sales for local tourist attractions, amusements and entertainments,
 - (v) educational programs,
 - (vi) business office and administration for the above activities.
- (b) The Licensee shall not carry on or permit to be carried any other type of business on the licenced lands without the prior consent of ONTC which consent shall not be unreasonably withheld.
- (c) Subject to the terms and conditions of the Licence, ONTC agrees that the Licensee shall have the sole use of the Station building located on the licenced lands.

9. SIGNAGE .

- (a) The Licensee may arrange and install its own signage on the building, subject to the approval of ONTC.
- (b) The Licensee states that it has exclusive right to use the name "Temagami Station" and "Temagami Station Enterprises" to describe its business carried out within the licenced lands as described in paragraph (b). ONTC has no objection to the Licensee's use of these names subject to the rights of any other party.
- (c) ONTC shall permit the Licensee to erect a single sign on the property outlined in yellow on the attached Schedule "A" subject to ONTC's prior approval, the Ministry of Transportation's requirements, Township by-laws and the existing agreement between ONTC and the Township of Temagami.

10. RAIL OPERATIONS

ONTC or Its assigns or successors in interest has or have a right-of-way within 100 metres from the subject 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 railway or its assigns or successors as aforesaid may expand its operations which expansion may affect the living environment of the residents in the vicinity. Notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s) ONTC will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over and under the aforesaid right-of-way.

11. TERMINATION

- (a) If the Licensee shall be in default or breach of any condition or provision of this Agreement (including and without limiting the generality of foregoing paragraph 8) or shall fail to pay any amounts due hereunder and the Licensee fails to correct such breach or default within thirty (30) days after receiving written notice from ONTO specifying the breach or default and requiring that such breach or default be remedied, this agreement shall terminate forthwith upon the expiry of the thirty (30) days.
- (b) At the expiration of the term or upon the earlier termination of this Agreement, the Licensee shall within sixty (60) days remove off the said licenced lands of ONTO all other materials and things which the Licensee shall have placed thereon with the exception of improvements carried out under the terms of the licence, leaving the property in as good condition in all respects as it was before the commencement of the Licence. If the Licensee shall not remove the said building materials and things as aforesaid the same shall belong to ONTO without any right to the Licensee to have compensation therefore, or ONTC may if it sees fit remove or cause to remove said materials and things at the expense of the Licensee who shall pay to ONTC forthwith the cost of such removal. The Licensee shall have no claim against ONTC for injury, if any, done to the building by any such removal*. The Licensee agrees that any improvements to the Station building made by the Licensee shall belong to ONTC without any right to the Licensee to have compensation.

12. ASSIGNMENT

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent. Any change in the corporate ownership or the beneficial control of the Licensee shall be deemed to be an assignment of this Agreement

13. RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, 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 hereto, 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 Licensor and Licensee as described in this Agreement.

14. NOTICE

Any notice required by this Licence Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered, telefaxed or sent by prepaid registered post addressed to ONTC to:

Vice President
Finance and Administration
555 Oak Street East
North Bay, ON P1B 8L3

and addressed to the Licensee to:

33 Laird Drive
Toronto, Ontario
M4G 3S8

15. OVERHOLDING LICENCE

If at the expiration of the term or other termination hereof the Licensee shall remain in possession of the licenced lands with or without the consent of ONTO and without any further written agreement the Licensee shall become a licensee from month to month and no other licence shall be created by implication of law or otherwise and the licence fee reserved hereunder shall be paid on the first day of each month during such overholding and such month to month licence shall otherwise be subject to all other terms of this licence as are applicable thereto.

16. SUCCESSORS

Subject to paragraph 12, this Licence Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon the Licensee, ONTC, and their successors and assigns.



IN WITNESS WHEREOF the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED

in the presence of:

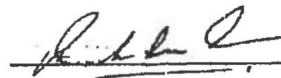
ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

per

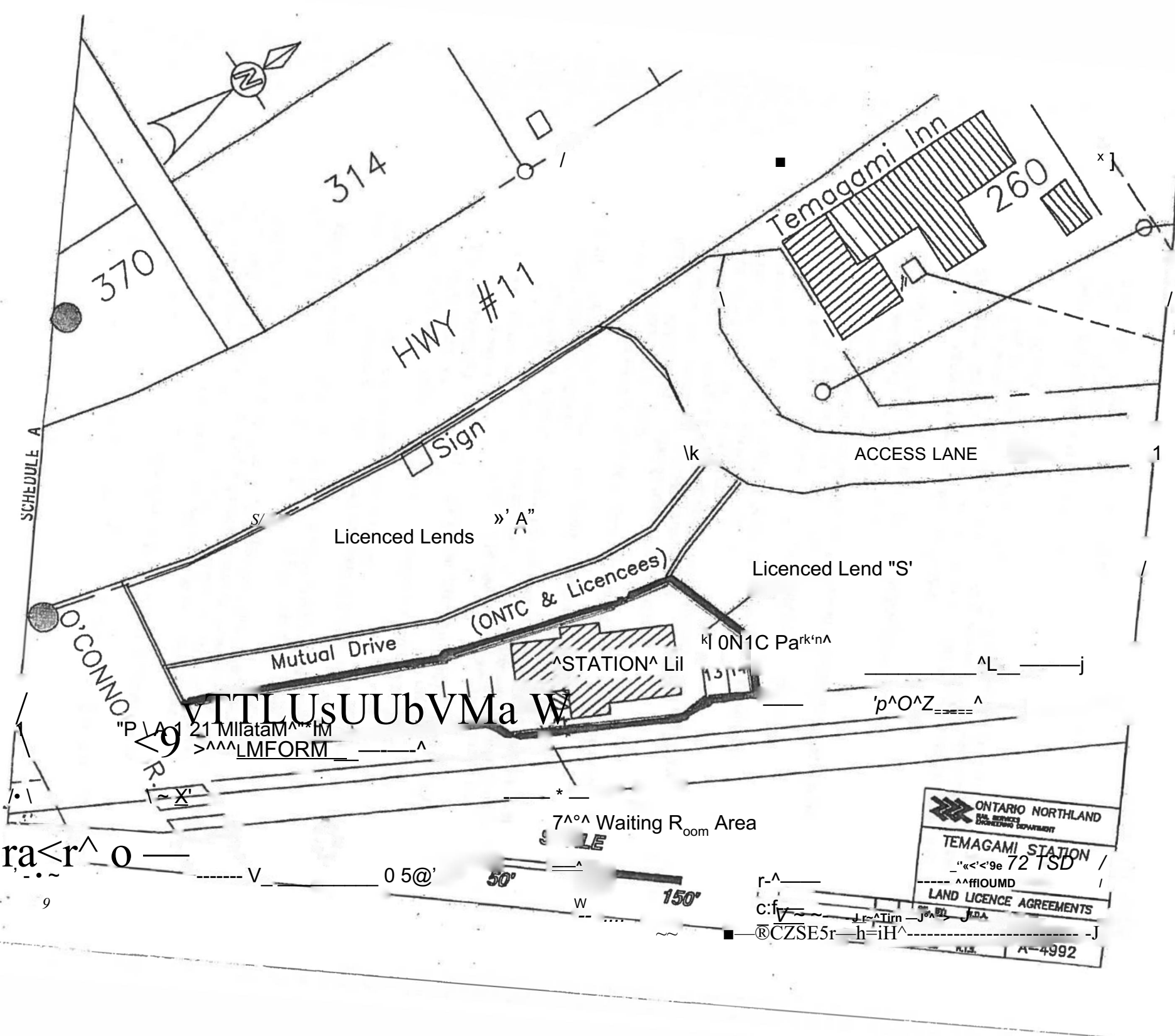

President

Secretary

THEATRE CONSULTING GROUP LIMITED

per


Theatrical Consulting Group Limited





SCHEDULE A

314

370

HWY #11

Sign

Temagami Inn

260

ACCESS LANE

Licenced Lends

» 'A'

Licenced Lend "S"

Mutual Drive

(ONTC & Licencees)

10N1C Park'n

STATION

O'CONNO

"P" LA 21 MifataM^*IM
>^*^*LMFORM

7^o^ Waiting Room Area

ONTARIO NORTHLAND
RAIL SERVICES
ENGINEERING DEPARTMENT

TEMAGAMI STATION
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150'

SCHEDULE B

Schedules

TO STUART KIDD

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Outline of Planned Restoration and Renovation Work to the Tcmagaml Station

All structural, mechanical and electrical work will be designed in consultation with professional engineers. Stamped drawings will be provided to ONTC. All work will comply with Ontario and local building code requirements. Restoration work will be carried out as recommended by the Ontario Heritage Foundation Guidelines.

Create new entrance on west (parking lot) side (using 2nd window to the north)

Create vestibule area inside this new entrance, providing access to basement and washrooms

Replace existing washrooms with new washrooms within same general area.

Remove existing partition walls and replace as required.

Repair/restore/replace original woodwork and panelling in existing south section and ticket counter area.

Replace new panelling in north section with drywall. Insulate if feasible. Install back-lit display boxes in windows.

Create new mezzanine area in centre section of building (over existing washrooms and ticket counter), extending north and south to cover approximately half the interior of the building. Install former basement stairs between south lobby¹ and this level.

Remove existing false ceiling.

Restore original ceiling plaster and woodwork. Insulate high ceiling space.

Reverse basement stairwell. Remove original iron stair for reuse as access to mezzanine.

Replace with new stair.

Install new HVAC system. Install de-humidifier in basement.

Replace existing furnace with high-efficiency gas unit.

Replace/upgrade wiring and plumbing as required. Install new wiring as required.

Repair and maintain existing radiators.

Remove all unused equipment from basement.

Rearrange partition walls as required. Install new partition walls as required.

Repair existing windows. Replace existing doors with replicas of originals

Remove exterior planters and window boxes.

Create new steps, platform and ramp to west and south of Station to permit safe and convenient public access.

Replace existing exterior basement stairs.

Re-open one or more of bricked-up basement windows (west side).

Repair and restore exterior woodwork and plaster.

When existing roof requires replacement, replace with steel tile (to create the appearance of original terra-cotta tile). Remove existing chimney if no longer required by new furnace. Replace with replica of original. Install replicas of original roof ventilators,

Install life-safety systems as required by authorities.

Install security system

Install free-standing exhibit in north section.

WAMiaggp

SCHEDULE "B" TO AN AGREEMENT DATED THE 21st DAY OFth, 2013
ENTERED INTO BETWEEN THE CORPORATION OF THE MUNICIPALITY OF
TEMAGAMI, TEMAGAMI STATION RESTORATION TRUST, THEATRE CONSULTING
GROUP LIMITED AND TEMAGAMI STATION ENTERPRISES LIMITED

THIS AGREEMENT made as of the *8th* day of *Sept* 1999,

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter "ONTC")

OF THE FIRST PART

■AND-

THEATRE CONSULTING GROUP LIMITED

(hereinafter "Theatre Consulting")

OF THE SECOND PART

-AND-

TEMAGAMI STATION RESTORATION TRUST

(hereinafter "Restoration Trust")

OF THE THIRD PART

WHEREAS:

1. ONTC and Theatre Consulting have entered into a Licence - Occupation of Land affecting certain lands and buildings situated in the Township of Temagami and the District of Nipissing which licence is dated the 11th day of July 1997. A copy of the licence is annexed hereto as Schedule "A". The licence is hereinafter referred to as "the Licence".

2. In regard to the said agreement. Theatre Consulting and Restoration Trust have requested, and ONTC has agreed to, the assignment of Theatre Consulting's interest in the licence to Restoration Trust subject to the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

- L Theatre Consulting hereby assigns to Restoration Trust in consideration of the sum of \$2.00 and other good and valuable consideration all its right, title and interest in the Licence, and all benefits to be derived therefrom subject to the payment of the licence fee and the observance and performance of the covenants, provisos and conditions on the part of Theatre Consulting contained herein.
2. Theatre Consulting covenants with Restoration Trust that the Licence is a valid and subsisting licence, that the licence fee reserved thereby has been duly paid to the is day of X>fel999and subject to payment of the licence fee and the observance and performance of the covenants provisos and conditions of the licence. Restoration Trust may enjoy the premises for the residue of the term of years contemplated by the licence and any renewal thereof without interruption by Theatre Consulting or any person claiming through it, and that Theatre Consulting shall at all times hereafter at the request and cost of Restoration Trust execute such further assurances in respect of this assignment as Restoration Trust may reasonably require.
3. Restoration Trust covenants with Theatre Consulting and ONTC that Restoration Trust will, throughout the residue of the said term of years and any renewal thereof, pay the licence fee reserved at the times and in the manner provided in the Licence, and observe and perform the covenants, provisos and conditions on the part of the Licensee therein set forth.
4. Theatre Consulting covenants with ONTC that if Restoration Trust throughout the residue of the said term and any renewal thereof fails to pay the licence fee reserved at the times and in the manner provided in the Licence or fails to observe and perform the covenants, provisos and conditions on the part of the Licensee set forth. Theatre Consulting shall be responsible to ONTC for all of the obligations under the Licence arising from and after the assignment of the Licence (as well as any obligations under the Licence arising prior to the assignment of the Licence). If Theatre Consulting has paid the licence fee or observe the covenants, provisos and conditions as required as a result of Restoration Trust's failure to do so, ONTC agrees that all rights and obligations contained in the Licence may revert to Theatre Consulting.
5. ONTC's consent herein does not extend to any further assignment of the Licence or to any parting with possession of all or any part of the land and buildings.

6. NOTICES

All notices or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

(a) to ONTC at 555 Oak Street East
North Bay, Ontario
P1B 8L3

(b) to Temagami Station Restoration Trust

P.O. Box 267
Temagami, Ontario
POH2H0

or to such other address, telecopier number or person as may be designated from time to time by notice to the other parties hereto.

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set their seals duly attested by the hands of their proper officers in that respect.

ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

per

President

Secretary

THEATRE CONSULTING GROUP LIMITED

I HAVE the authority to
bind the Corporation

per

TEMAGAMI STATION RESTORATION TRUST

per

Chairman



SCHEDULE "A"

THIS AGREEMENT made in duplicate this ~~day~~ ^{14th} of 1997 ^{July}

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter referred to as "ONTC")

OF THE FIRST PART

AND:

THEATRE CONSULTING GROUP LIMITED

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

LICENCE - OCCUPATION OF LAND

WHEREAS ONTC is the owner of certain lands and buildings in Temagami, Ontario, more particularly described in Schedule "A" attached hereto and forming a part of this Agreement.

AND WHEREAS ONTC has been requested by the Licensee to provide a portion of land in the location more particularly described in Schedule "A" attached hereto and forming part of this Agreement together with the station building located thereon (hereinafter referred to as the "licenced lands").

IN CONSIDERATION OF the recitals and the provisions contained in this Agreement, the parties agree as follows:

1. LICENCE

- (a) Subject to the terms and conditions of this Licence, ONTC hereby grants a Licence to the Licensee to use the licenced lands more particularly outlined in red in Schedule "A" annexed hereto.
- (b) The Licensee shall provide a waiting room that will be reserved for ONTO rail passengers as required by train schedules. The area will incorporate the south side track door. Seating will be provided for a minimum of eight passengers. The area will be restored in keeping with the rest of the renovation work and will be heated or cooled as seasonally appropriate.

During normal business hours the waiting area will be part of the general lobby and ONTC passengers will have access to the washrooms and retail areas.

Outside of the Licensee's normal business hours, partitions will secure the waiting area from the rest of the building. The waiting area will be available for the use of ONTC rail passengers 30 minutes before and after schedule train times. The secured area will be opened to passengers either by timed or remotely operated locks or by the local ONTC agent, as determined by ONTC. ONTC will be responsible for any damages to the secured waiting area during these times.

2. TERM

The term of this agreement shall be for a period of five (5) years commencing on the 1st day of July 1997 and terminating on the 30th day of June 2002, subject to the provisions for termination hereinafter contained.

3. OPTION TO RENEW

(a) FIRST RIGHT TO RENEW

- i) If the Licensee regularly pays the licence fee and performs all of the provisos and agreements contained in this licence on the part of the Licensee to be performed, ONTO shall, at the expiration of the initial 5 year term, upon written request of the Licensee, grant to the Licensee a renewal of this licence for a further period of five years upon the same terms and conditions contained in it, except as to rent, provided always that the Licensee shall have given to ONTC 60 days notice in writing before the expiration of the term of its desire to have the extension and renewal.
- ii) The licence fee for the first renewal period shall be the annual licence fee payable at the end of the initial 5 year term (\$9,450.00) plus the percentage thereof that the Consumer Price Index (Canada) has increased during the initial 5 year term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the initial term (\$9,450.00).

(b) SECOND RIGHT TO RENEW

- i) If the Licensee has exercised its first right of renewal as provided in paragraph 3(a) (i) and regularly pays its licence fees and performs all provisos and agreements contained in this licence on the part of the Licensee to be performed, the Licensee may give ONTO 60 days' prior notice in writing before the expiration of the first renewal term of its desire to have a second renewal of this licence for a period of 5 years upon the terms and conditions provided for in this first renewal term except as to rent.
- ii) The licence fee for the second renewal period shall be the annual licence fee payable at the end of the first renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the first renewal term.

(c) THIRD RIGHT TO RENEW

- i) If the Licensee has exercised its second right of renewal as provided in paragraph 3(b) (i) and regularly pays its licence fees and performs all provisos and agreements contained in the licence in the past of the Licensee to be performed, the Licensee may give ONTC 60 days' prior notice in writing before the expiration of the second renewal term of its desire to have the third renewal of this licence for a period of 5 years upon the terms and conditions provided for in the second renewal term except as to rent and without any further right of renewal.

- ii) The licence fee for the third renewal period shall be the annual licence fee payable at the end of the second renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the second renewal term.

4. CONSIDERATION

During the initial 5 year term the Licensee shall pay an annual base licence fee as follows:

- (i) From July 1, 1997 to June 30, 1998 ONTC shall waive any annual base licence fee. The Licensee shall be responsible for all other expenses and taxes from the commencement of the agreement.
- (ii) From July 1, 1998 to December 31, 1998, The Licensee shall pay a base licence fee of Three Thousand, Three Hundred and Seven Dollars and Fifty Cents (\$3,307.50) plus G.S.T. and any other applicable taxes payable in equal monthly instalments of Five Hundred and Fifty-one Dollars and Twenty-five Cents (\$551.25) plus G.S.T. and any other applicable taxes commencing on the 1st day of July 1998. The Licensee shall be responsible for all other expenses and taxes.
- (iii) From January 1, 1999 to June 30, 2002 the Licensee shall pay a base licence fee of Nine Thousand, Four Hundred and Fifty (\$9,450.00) per year, plus G.S.T. and any other applicable taxes payable in equal monthly instalments of Seven Hundred and Eighty-seven Dollars and Fifty Cents (\$787.50) plus G.S.T. and any other applicable taxes commencing on the 1st day of January 1999. The Licensee shall be responsible for all other expenses and taxes.

Payment of any amount due under this Licence shall be made by the Licensee to "Ontario Northland Transportation Commission" by cheque mailed to ONTC at the address set forth in paragraph 14 or at such other address and to such other person as ONTC may direct the Licensee in writing.

5. OBLIGATIONS OF THE LICENSEE

- (a) Subject to the advance approval of ONTC, any buildings, equipment or material required by the Licensee for the operation of its business shall be placed and/or installed and afterwards maintained at the sole cost and expense of the Licensee.
- (b) In making any of its installations, the Licensee shall observe and carry them out according to good engineering practice in accordance with all applicable governmental laws, regulations or requirements concerning the same.
- (c) The Licensee shall submit to ONTC a copy of any licence to install or maintain any such installations as required by the appropriate governmental authorities ♦
- (d) The Licensee shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the licenced lands. The Licensee shall arrange and secure at its cost, prior to the occupancy, all applicable government permits and approvals for the intended occupancy.

- (e) The Licensee shall be responsible for any and all municipal, school, business taxes and any other taxes, as well as any local improvement and water charges which may be levied upon the licenced lands. The Licensee shall pay directly to ONTC any and all invoices provided by ONTO to the Licensee pertaining to any of the above taxes or charges.
- (f) The Licensee shall be responsible for the payment of all snow removal, janitorial costs, public utilities, operating costs and expenses of repair, maintenance and upkeep relating to the licenced lands.
- (g) The Licensee shall, at its own expense, insure that all new and repaired services for public utilities are in compliance with all applicable provincial legislation and regulations.
- (h) The Licensee shall indemnify and save harmless ONTC from any claim or demand against the licenced lands for construction liens related to work done by or on behalf of the Licensee. All registrations or claims for lien shall be discharged by the Licensee within ten (10) days notice from ONTC.
- (i) The Licensee agrees that it will not register this Licence Agreement or notice of this Licence Agreement under the Land Titles Act without the consent of ONTC. If the Licensee requires registration of this Licence Agreement it will obtain a reference plan at its own cost and will pay any and all costs required to register the reference plan and notice of agreement. The Licensee undertakes to take any action required by ONTC at its own cost to ensure that ONTC's remaining parcel of land is unencumbered by this Licence.
- (j) The Licensee shall make full and complete compensation for any damage caused to ONTC's physical property by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for damage attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or those for whom it is in law responsible.
- (k) The Licensee shall make full and complete compensation for any bodily injury or death to any person caused by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (l) The Licensee shall waive against ONTC, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the licensee or employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Licensee with respect to its use of the property, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.
- (m) The Licensee agrees to indemnify ONTC and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Licensee of any of the terms and conditions of this Agreement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.

6. INSURANCE

- (a) The Licensee shall take out and keep in full force and effect throughout the term fire and extended perils direct damage insurance coverage on the building at a replacement cost basis, with a responsible insurance company in an amount such as would be carried by a prudent owner and in an amount satisfactory to ONTC. The Licensee shall include ONTO as an additional insured and shall provide evidence of insurance to ONTC.
- (b) The Licensee shall keep the licenced lands, buildings and equipment insured for the benefit of ONTC and the Licensee and to provide and keep in force comprehensive general liability insurance in an amount not less than \$2,000,000.00 in respect of injury to or death to any person or injury to property and to provide ONTC with evidence of insurance satisfactory to ONTC. The Licensee shall include ONTC as an additional insured and shall provide evidence of insurance to ONTC.
- (c) The aforementioned insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC.

7. OPERATIONAL REQUIREMENTS

- (a) Apart from the agreed alterations described in Schedule "B" of this Agreement, the Licensee shall not construct, renovate or replace any building or structure on the licenced lands without first obtaining permission in writing from ONTC's Sr. Director Track & Structures and obtaining a licence as required by the appropriate government authorities. Such work shall include structural, mechanical and electrical repairs and changes, leasehold improvements and any demising construction on the licenced lands, to the satisfaction of the local Building Department and shall be constructed and paid for by the Licensee. Any alteration to the licenced lands shall be at the cost of the Licensee and any new building structures or facilities erected on the licenced lands must be set back 100 feet from the centre line of the nearest rail line and 25 feet from the subject property lines.
- (b) The Licensee shall obtain the approval from Ontario Northland Telecommunications before digging, installing stakes or poles or posts into the ground or commencing any activity that might disturb buried, or overhead cables.
- (c) Any installation, maintenance or changes to the Licensee's proposed occupation must first meet with the requirements and approval of ONTC. All operation and alterations to the licenced lands, including signage will be subject to the prior approval of ONTC with reference to its intention of encouraging historic preservation and will particularly respect the unique architectural features of the building and the corporate image of ONTC.
- (d) The Licensee agrees that no work or occupation shall at any time take place on the licenced lands in such a manner as to obstruct, delay in any way or interfere with ONTC's operations or with the ability of ONTC employees or customers to utilize ONTC operations. ONTC will not carry out any work upon the licenced lands without prior written notice to the Licensee. Any currently operating ONTC equipment located within the licenced lands is identified on Schedule "A" and is suitably protected. ONTC, its officers, employees, agents or contractors must provide 24 hours written notice before entering onto the premises except in emergency situations to access this currently operated equipment within the station and except where ONTC passengers are utilizing ONTC operations.
- (e) The Licensee shall maintain and repair the licenced lands, excluding its portion of the platform, at its own expense and keep them in a clean and sanitary condition and in accordance with all applicable laws. The Licensee will clean and remove snow from the platform area required for passenger use. The Licensee will remove snow from its parking spaces and entrance area, plus ONTC parking spaces (see Schedule "A"). ONTC will be responsible for repairs to the platform.

- (f) Any overhead or underground services located within the licenced lands shall be protected during the occupancy. Any damage caused by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is responsible shall be paid by the Licensee.
- (g) The Licensee shall not make application to give the licenced land a formal historic or heritage designation under the Ontario Heritage Act or any of the related legislation and will support ONTO in its opposition to any such application bjr any other third party.

8. USE

- (a) The licenced lands shall only be used, subject to local zoning by-laws, for the purpose of:
 - (i) an exhibition consisting of historic models and dioramas,
 - (ii) the construction of this display, plus the on-going manufacture of additional models, displays and related light manufacturing,
 - (iii) retail, mail order and wholesale sales of these manufactured products, related hobby and railway souvenirs, and similar items,
 - (iv) the ticket sales for local tourist attractions, amusements and entertainments,
 - (v) educational programs,
 - (vi) business office and administration for the above activities.
- (b) The Licensee shall not carry on or permit to be carried on any other type of business on the licenced lands without the prior consent of ONTC which consent shall not be unreasonably withheld.
- (a) Subject to the terms and conditions of the Licence, ONTO agrees that the Licensee shall have the sole use of the Station building located on the licenced lands.

9. SIGNAGE

- (a) The Licensee may arrange and install its own signage on the building, subject to the approval of ONTO.
- (b) The Licensee states that it has exclusive right to use the name "Temagami Station" and "Temagami Station Enterprises" to describe its business carried out within the licenced lands as described in paragraph, (b). ONTC has no objection to the Licensee's use of these names subject to the rights of any other party.
- (c) ONTC shall permit the Licensee to erect a single sign on the property outlined in yellow on the attached Schedule "A" subject to ONTC's prior approval, the Ministry of Transportation's requirements, Township by-laws and the existing agreement between ONTC and the Township of Temagami.

10. RAIL OPERATIONS

ONTC or its assigns or successors in interest has or have a right-of-way within 100 metres from the subject 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 railway or its assigns or successors as aforesaid may expand its operations which expansion may affect the living environment of the residents in the vicinity. Notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s) ONTC will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over and under the aforesaid right-of-way.

11. TERMINATION

- (a) If the Licensee shall be in default or breach of any condition or provision of this Agreement (including and without limiting the generality of foregoing paragraph 8) or shall fail to pay any amounts due hereunder and the Licensee fails to correct such breach or default within thirty (30) days after receiving written notice from ONTO specifying the breach or default and requiring that such breach or default be remedied, this agreement shall terminate forthwith upon the expiry of the thirty (30) days.
- (b) At the expiration of the "term or upon the earlier termination of this Agreement, the Licensee shall within sixty (60) days remove off the said licenced lands of ONTC all other materials and things which the Licensee shall have placed thereon with the exception of improvements carried out under the terms of the licence, leaving the property in as good condition in all respects as it was before the commencement of the Licence. If the Licensee shall not remove the said building materials and things as aforesaid the same shall belong to ONTC without any right to the Licensee to have compensation therefore, or ONTC may if it sees fit remove or cause to remove said materials and things at the expense of the Licensee who shall pay to ONTC forthwith the cost of such removal. The Licensee shall have no claim against ONTC for injury, if any, done to the building by any such removal. The Licensee agrees that any improvements to the Station building made by the Licensee shall belong to ONTC without any right to the Licensee to have compensation.

12. ASSIGNMENT

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent. Any change in the corporate ownership or the beneficial control of the Licensee shall be deemed to be an assignment of this Agreement

13. RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, 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 hereto, 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 Licensor and Licensee as described in this Agreement.

14. NOTICE

Any notice required by this Licence Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered, telefaxed or sent by prepaid registered post addressed to ONTC to:

Vice President
Finance and Administration
555 Oak Street East
North Bay, ON P1B 8L3

and addressed to the Licensee to:

33 Laird Drive
Toronto, Ontario
M4G 3S8

15. OVERBOLDING LICENCE

If at the expiration of the term or other termination hereof the Licensee shall remain in possession of the licenced lands with or without the consent of ONTC and, without any further written agreement the Licensee shall become a licensee from month to month and no other licence shall be created by implication of law or otherwise and the licence fee reserved hereunder shall be paid on the first day of each month during such overholding and such month to month licence shall otherwise be subject to all other terms of this licence as are applicable thereto.

16. SUCCESSORS



Subject to paragraph 12, this Licence Agreement and the covenants provisions and obligations herein contained shall enure to the benefit of and be binding upon the Licensee, ONTC, and their successors and assigns.

IN WITNESS WHEREOF the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED | ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

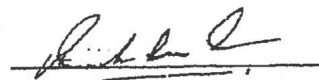
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per

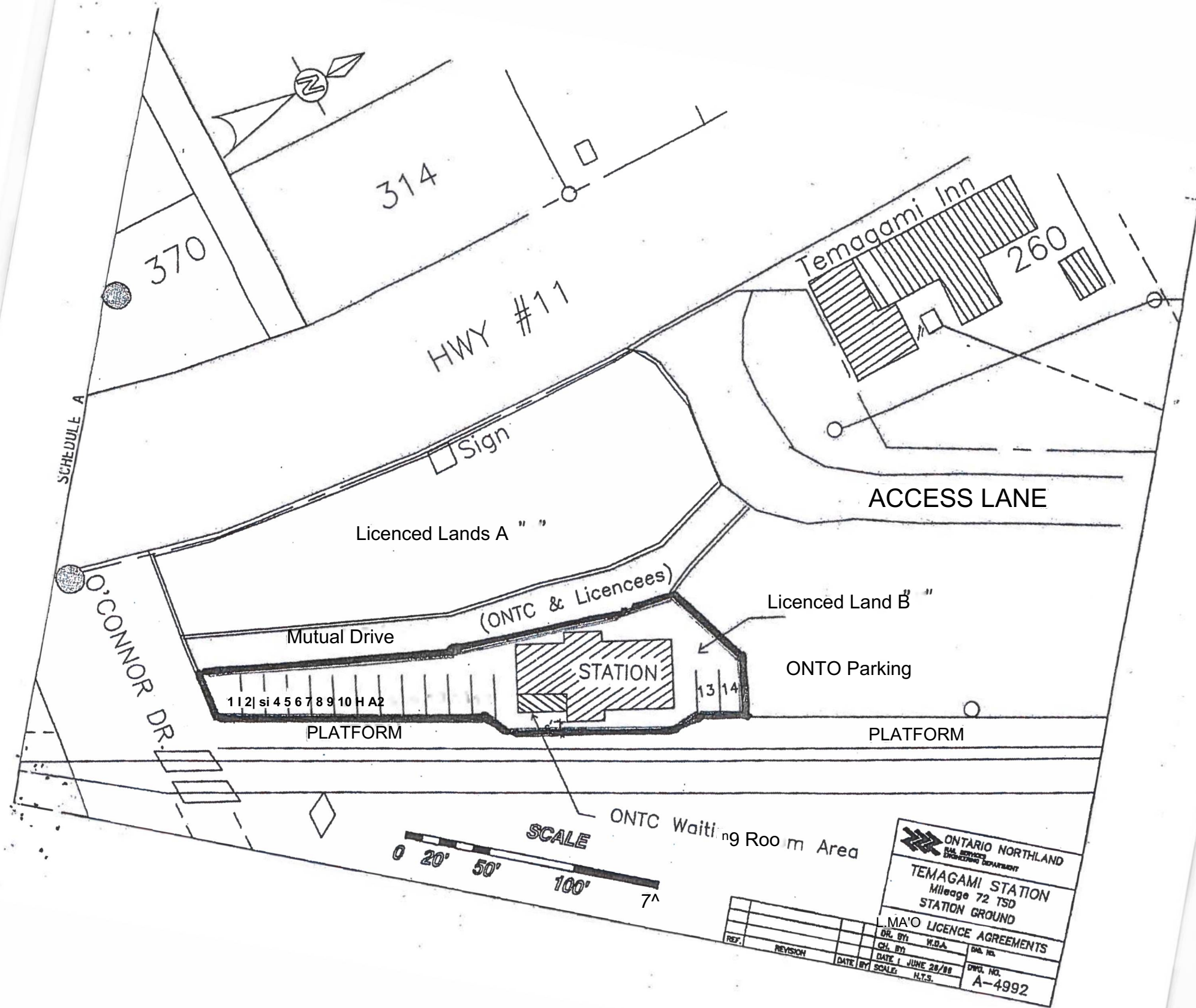

President

Secretary

THEATRE CONSULTING GROUP LIMITED

per


Recorded T





ONTARIO NORTHLAND
RAIL SERVICES
TRANSPORT DEPARTMENT

TEMAGAMI STATION
Mileage 72 TSD
STATION GROUND

MA'O LICENCE AGREEMENTS

DR. BY:	W.D.A.	DR. NO.
CH. BY:		
DATE:	JUNE 28/88	DRG. NO.
SCALE:	N.T.S.	A-4992

SCHEDULE B

Schedules

TO STUART KIDD

'VvzorA c. SfH£^G-K!

Outline or Planned Reiteration and Renovation Work to the Tcmagaml Station

All structural, mechanical and electrical work will be designed in consultation with professional engineers. Stamped drawings will be provided to ONTC. All work will comply with Ontario and local building code requirements. Restoration work will be carried out as recommended by the Ontario Heritage Foundation Guidelines.

Create new entrance on west (parking lot) side (using 2nd window to the north)
Create vestibule area inside this new entrance, providing access to basement and washrooms

Replace existing washrooms with new washrooms within same general area.
Remove existing partition walls and replace as required.

Repair/restore/rcplace original woodwork and panelling in existing south section and ticket counter area.

Replace new panelling in north section with drywall. Insulate if feasible. Install back-lit display boxes in windows;

Create new mezzanine area in centre acction of building (over existing washrooms and ticket counter), extending north and south to cover approximately half the interior of the building. Install former basement stairs between south 'lobby' and this level.

Remove existing false ceiling.

Restore original ceiling plaster and woodwork. Insulate high ceiling space.

Reverse basement stairwell. Remove original iron stair for reuse as access to mezzanine.

Replace with new stair.

Install new HVAC system. Install de-humidifier in basement.

Replace existing furnace with high-efficiency gas unit.

[Rcplace7upgra.de](#) wiring and plumbing as required. Install new wiring as required.

Repair and maintalnexisting radiators.

Remove all unused equipment from basement.

Rearrange partition walls as required. Install new partition walls as required.

Repair existing windows. Replace existing doors with replicas of originals

Remove exterior planters and window boxes.

Create new steps, platform and ramp to west and south of Station to permit safe and convenient public access.

Replace existing exterior basement stairs.

Re-opcn one or more of brickcd-up basement windows (west side).

Repair and restore exterior woodwork and plaster.

When existing roof requires replacement replace with steel tile (to create the appearance of original terra-cotta tile). Remove existing chimney if no longer required by new furnace. Replace with replica of original Install replicas of original roof ventilators.

Install life-safety systems as required by authorities.

Install security system

Install free-standing exhibit In north section.

SCHEDULE "C" TO AN AGREEMENT DATED THE 21* DAY OF 2013 June ,
ENTERED INTO BETWEEN THE CORPORATION OF THE MUNICIPALITY OF
TEMAGAMI, TEMAGAMI STATION RESTORATION TRUST, THEATRE CONSULTING
, GROUP LIMITED AND TEMAGAMI STATION ENTERPRISES LIMITED

THIS AGREEMENT made in duplicate this 19th day of j'-tbrntny 2001

BETWEEN

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

AND

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

ASSIGNMENT OF LICENCE-OCCUPATION OF LAND

WHEREAS by a licence dated 11 July 1997 (the "Licence"), the Assignor as Licensor licenced the lands and premises known as the Temagami Station, at Temagami, Ontario, to Theatre Consulting Group Limited as Licensee;

AND WHEREAS by way of a document dated 8 September 1999, the Licence was assigned by Theatre Consulting Group Limited to Temagami Station Restoration Trust;

AND WHEREAS a copy of the Licence and subsequent assignment is attached hereto and marked as Schedule "A";

AND WHEREAS by an agreement dated 17 November 2000 the Assignor has agreed to sell the Temagami Station to the Assignee, and to assign to the Assignee all of its right, title and interest in the Licence and the Assignee has agreed to assume the obligations of the Assignor under the Licence.

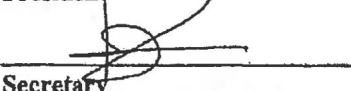
NOW. THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and of other good and valuable consideration, the Assignor by this instrument does assign to the Assignee, its successors and assigns forever, all of its right, title and interest in and to the Licence, and the Assignee hereby assumes all of the obligations of the Assignor under the Licence and agrees to indemnify the Assignor and save it harmless of and from any all claims of any nature or kind whatsoever arising out of the obligations of the Assignor thereunder.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

SIGNED SEALED and DELIVERED
in the presence of;

**ONTARIO NORTHLAND
TRANSPORTATION COMMISSION**

per 
Acting President


Secretary

**THE CORPORATION OF THE MUNICIPALITY
OF TEMAGAMI**

per 


SCHEDULE "A"

THIS AGREEMENT made in duplicate this 14th day of 1S97 July

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter referred to as "ONTC")

OF THE FIRST PART

AND:

THEATRE CONSULTING GROUP LIMITED

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

LICENCE - OCCUPATION OF LAND

WHEREAS ONTO is the owner of certain lands and buildings in Temagami, Ontario, more particularly described in Schedule "A" attached hereto and forming a part of this Agreement.

AND WHEREAS ONTC has been requested by the Licensee to provide a portion of land in the location more particularly described in Schedule "A" attached hereto and forming part of this Agreement together with the station, building¹ located thereon (hereinafter referred to as the "licensed lands").

IN CONSIDERATION OF the recitals and the provisions contained in this Agreement, the parties agree as follows:

1- LICENCE

- (a) Subject to the terms and conditions of this Licence, ONTC hereby grants a Licence to the Licensee to use the licensed lands more particularly outlined in red in Schedule "A" annexed hereto.
- (b) The Licensee shall provide a waiting room that will be reserved for ONTO rail passengers as required by train schedules*. The area will incorporate the south side track door. Heating will be provided for a minimum of eight passengers. The area will be restored in keeping with the rest of the renovation work and will be heated or cooled as seasonally appropriate.

During normal business hours the waiting area will be part of the general lobby and ONTC passengers will have access to the washrooms and retail areas.

Outside of the Licensee's normal business hours, partitions will secure the waiting area from the rest of the building. The waiting area will be available for the use of ONTC rail passengers 30 minutes before and after scheduled train times. The secured area will be opened to passengers either by timed or remotely operated locks or by the local ONTC agent, as determined by ONTC. ONTC will be responsible for any damages to the secured waiting area during these times.

2. TERM

The term of this agreement shall be for a period of five (5) years commencing on the 1st day of July 1997 and terminating on the 30th day of June 2002, subject to the provisions for termination hereinafter contained.

3. OPTION TO RENEW

(a) FIRST RIGHT TO RENEW

- i) If the licensee regularly pays the licence fee and performs all of the provisos and agreements contained in this licence on the part of the Licensee to be performed, ONTC shall, at the expiration of the initial 5 year term, upon written request of the Licensee, grant to the Licensee a renewal of this licence for a further period of five years upon the same terms and conditions contained in it, except as to rent, provided always that the Licensee shall have given to ONTC 60 days notice in writing before the expiration of the term of its desire to have the extension and renewal.
- ii) The licence fee for the first renewal period shall be the annual licence fee payable at the end of the initial 5 year term (\$9,450.00) plus the percentage thereof that the Consumer Price Index (Canada) has increased during the initial 5 year term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the initial term (\$9,450.00).

(b) SECOND RIGHT TO RENEW

- i) If the Licensee has exercised its first right of renewal as provided in paragraph 3(a) (i) and regularly pays its licence fees and performs all provisos and agreements contained in this licence on the part of the Licensee to be performed, the Licensee may give ONTC 60 days' prior notice in writing before the expiration of the first renewal term of its desire to have a second renewal of this licence for a period of 5 years upon the terms and conditions provided for in the first renewal term except as to rent.
- ii) The licence fee for the second renewal period shall be the annual licence fee payable at the end of the first renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the first renewal term.

(c) THIRD RIGHT TO RENEW

- i) If the Licensee has exercised its second right of renewal as provided in paragraph 3(b) (i) and regularly pays its licence fees and performs all provisos and agreements contained in the licence in the past of the Licensee to be performed, the Licensee may give ONTC 60 days' prior notice in writing before the expiration of the second renewal term of its desire to have the third renewal of this licence for a period of 5 years upon the terms and conditions provided for in the second renewal term except as to rent and without any further right of renewal.

- ii) The licence fee for the third renewal period shall be the annual licence fee payable at the end of the second renewal period plus the percentage thereof that the Consumer Price Index (Canada) has increased in the 5 year renewal term. The parties agree that the annual licence fee shall not be less than the annual amount paid at the end of the second renewal term.

4. CONSIDERATION

During the initial 5 year term the Licensee shall pay an annual base licence fee as follows:

- (i) From July 1, 1997 to June 30, 1998 ONTO shall waive any annual base licence fee. The Licensee shall be responsible for all other expenses and taxes from the commencement of the agreement.
- (ii) From July 1, 1998 to December 31, 1998. The Licensee shall pay a base licence fee of Three Thousand, Three Hundred and Seven Dollars and Fifty Cents (\$3,307.50) plus G.S.T. and any other applicable taxes payable in equal monthly instalments of Five Hundred and Fifty-one Dollars and Twenty-five Cents (\$551.25) plus G.S.T. and any other applicable taxes commencing on the 1st day of July 1998. The Licensee shall be responsible for all other expenses and taxes.
- (iix) From January 1, 1999 to June 30, 2002 the licensee shall pay a base licence fee of Nine Thousand, Four Hundred and Fifty (\$9,450.00) per year, plus G.S.T. and any other applicable taxes payable in equal monthly instalments of Seven Hundred and Eighty-seven Dollars and Fifty Cents (\$787.50) plus G.S.T. and any other applicable taxes commencing on the 1st day of January 1999. The Licensee shall be responsible for all other expenses and taxes.

Payment of any amount due under this Licence shall be made by the Licensee to "Ontario Northland Transportation Commission" by cheque mailed to ONTC at the address set forth in paragraph 14 or at such other address and to such other person as ONTC may direct the Licensee in writing.

5. OBLIGATIONS OF THE LICENSEE

- (a) Subject to the advance approval of ONTC, any buildings, equipment or material required by the Licensee for the operation of its business shall be placed and/or installed and afterwards maintained at the sole cost and expense of the Licensee.
- (b) In making any of its installations, the Licensee shall observe and carry them out according to good engineering practice in accordance with all applicable governmental laws, regulations or requirements concerning the same.
- (c) The Licensee shall submit to ONTC a Copy of any licence to install or maintain any such installations as required by the appropriate governmental authorities.
- (d) The Licensee shall comply with all statutes, regulations, by-laws, codes and requirements of all governments and governmental authorities and all boards and commissions applicable thereto with respect to its use and occupation of the licenced lands. The Licensee shall arrange and secure at its cost, prior to the occupancy, all applicable government permits and approvals for the intended occupancy.

- (e) The Licensee shall be responsible for any and all municipal, school, business taxes and any other taxes, as well as any local improvement and water charges which may be levied upon the licenced lands. The Licensee shall pay directly to ONTC any and all invoices provided by ONTC to the Licensee pertaining to any of the above taxes or charges.
- (f) The Licensee shall be responsible for the payment of all snow removal, janitorial costs, public utilities, operating costs and expenses of repair, maintenance and upkeep relating to the licenced lands.
- (g) The Licensee shall, at its own expense, insure that all new and repaired services for public utilities are in compliance with all applicable provincial legislation and regulations.
- (h) The Licensee shall indemnify and save harmless ONTC from any claim or demand against the licenced lands for construction liens related to work done by or on behalf of the Licensee. All registrations or claims for lien shall be discharged by the Licensee within ten (10) days notice from ONTC.
- (i) The Licensee agrees that it will not register this Licence Agreement or notice of this Licence Agreement under the Land Titles Act without the consent of ONTC. If the Licensee requires registration of this Licence Agreement it will obtain a reference plan at its own cost and will pay any and all costs required to register the reference plan and notice of agreement. The Licensee undertakes to take any action required by ONTC at its own cost to ensure that ONTC's remaining parcel of land is unencumbered by this Licence.
- (j) The Licensee shall make full and complete compensation for any damage caused to ONTC's physical property by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for damage attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or those for whom it is in law responsible.
- (fk) The Licensee shall make full and complete compensation for any bodily injury or death to any person caused by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible or for bodily injury or death attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is in law responsible.
- (l) The Licensee shall waive against ONTC, its officers, employees, agents or contractors any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property or equipment belonging to the Licensee or employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Licensee with respect to its use of the property, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.
- (m) The Licensee agrees to indemnify ONTC and save it harmless from and against any and all actions, suits, claims, damage, costs, liability and expenses in any manner based upon, connected with or arising out of any breach, violation or non-performance by the Licensee of any of the terms and conditions of this Agreement, including the effects of any applicable environmental legislation, unless caused by the negligent act or omission of ONTC, its officers, employees, agents, contractors or those for whom it is in law responsible.

6. INSURANCE

- (a) The Licensee shall take out and keep in full force and effect throughout the term fire and extended perils direct damage insurance coverage on the building at a replacement cost basis, with a responsible insurance company in an amount such as would be carried by a prudent owner and in an amount satisfactory to ONTC. The Licensee shall include ONTC as an additional insured and shall provide evidence of insurance to ONTC.
- (b) The Licensee shall keep the licenced lands, buildings and equipment insured for the benefit of ONTC and the Licensee and to provide and keep in force comprehensive general liability insurance in an amount not less than \$2,000,000.00 in respect of injury to or death to any person or injury to property and to provide ONTC with evidence of insurance satisfactory to ONTC. The Licensee shall include ONTC as an additional insured and shall provide evidence of insurance to ONTC.
- (e) The aforementioned insurance shall contain cross liability coverage and preclude subrogation claims by the insurer against ONTC.

7. OPERATIONAL REQUIREMENTS

- (a) Apart from the agreed alterations described in Schedule "B" of this Agreement, the Licensee shall not construct, renovate or replace any building or structure on the licenced lands without first obtaining permission in writing from ONTC's Sr. Director Track & Structures and obtaining a licence as required by the appropriate government authorities. Such work shall include structural, mechanical and electrical repairs and changes, leasehold improvements and any demising construction on the licenced lands, to the satisfaction of the local Building Department and shall be constructed and paid for by the Licensee. Any alteration to the licenced lands shall be at the cost of the Licensee and any new building structures or facilities erected on the licenced lands must be set back 100 feet from the centre line of the nearest rail line and 25 feet from the subject property lines.
- (b) The Licensee shall obtain the approval from Ontario Northland Telecommunications before digging, installing stakes or poles or posts into the ground or commencing any activity that might disturb buried, or overhead cables.
- (c) Any installation, maintenance or changes to the Licensee's proposed occupation must first meet with the requirements and approval of ONTC. All operation and alterations to the licenced lands, including signage will be subject to the prior approval of ONTC with reference to its intention, of encouraging historic preservation and will particularly respect the unique architectural features of the building and the corporate image of ONTC.
- (d) The Licensee agrees that no Work or occupation shall at any time take place on the licenced lands in such a manner as to obstruct, delay in any way or interfere with ONTC's operations or with the ability of ONTC employees or customers to utilize ONTC operations. ONTC will not carry out any work upon the licenced lands without prior written notice to the Licensee. Any currently operating ONTC equipment located within the licenced lands is identified on Schedule "A" and is suitably protected. ONTC, its officers, employees, agents or contractors must provide 24 hours written notice before entering onto the premises except in emergency situations to access this currently operated equipment within the station and except where ONTC passengers are utilizing ONTC operations.
- (e) The Licensee shall maintain and repair the licenced lands, excluding its portion of the platform, at its own expense and keep them in a clean and sanitary condition and in accordance with all applicable laws. The Licensee will clean and remove snow from the platform area required for passenger use. The Licensee will remove snow from its parking spaces and entrance area, plus ONTC parking spaces (see Schedule "A"). ONTC will be responsible for repairs to the platform.

CO Any overhead or underground services located within the licenced lands shall be protected during the occupancy. Any damage caused by the LinanRea, its officers, employees, servants, agents, contractors or invitees or those for whom it is responsible shall be paid by the Licensee.

- (g) The Licensee shall not make application to give the licenced land a formal historic or heritage designation under the Ontario Heritage Act or any of the related legislation and will support ONTO in its opposition to any such application by any other third party.

8. USE

- (a) The licenced lands shall only be used, subject to local zoning by-laws, for the purpose of:
 - (i) an exhibition consisting of historic models and dioramas,
 - (ii) the construction of this display, plus the on-going manufacture of additional models, displays and related light manufacturing,
 - (iii) retail, mail order and wholesale sales of these manufactured products, related hobby and railway souvenirs, and similar items,
 - (iv) the ticket sales for local tourist attractions, amusements and entertainments,
 - (v) educational programs,
 - (vi) business office and administration for the above activities.
- (b) The Licensee shall not carry on or permit to be carried on any other type of business on the licenced lands without the prior consent of ONTO which consent shall not be unreasonably withheld.
- (c) Subject to the terms and conditions of the Licence, ONTO agrees that the Licensee shall have the sole use of the Station building located on the licenced lands.

9. SIGNAGE

- (a) The Licensee may arrange and install its own signage on the building, subject to the approval of ONTO.
- (b) The Licensee states that it has exclusive right to use the name "Temagami Station" and "Temagami Station Enterprises" to describe its business carried out within the licenced lands as described in paragraph (b). ONTC has no objection to the Licensee's use of these names subject to the rights of any other party.
- (c) ONTC shall permit the Licensee to erect a single sign on the property outlined in yellow on the attached Schedule "A" subject to ONTC's prior approval, the Ministry of Transportation's requirements, Township by-laws and the existing agreement between ONTC and the Township of Temagami.

10- RAIL OPERATIONS

ONTC or its assigns or successors in interest has or have a right-of-way within 100 metres from the subject 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 railway or its assigns or successors as aforesaid may expand its operations which expansion may affect the living environment of the residents in the vicinity. Notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s) ONTC will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over and under the aforesaid right-of-way.

11- TERMINATION

- (a) If the Licensee shall be in default or breach of any condition or provision of this Agreement (including and without limiting the generality of foregoing paragraph 8) or shall fail to pay any amounts due hereunder and the Licensee fails to correct such breach or default within thirty (30) days after receiving written notice from ONTC specifying the breach or default and requiring that such breach or default be remedied, this agreement shall terminate forthwith upon the expiry of the thirty (30) days.
- (b) At the expiration of the term or upon the earlier termination of this Agreement, the Licensee shall within sixty (60) days remove off the said licenced lands of ONTC all other materials and things which the Licensee shall have placed thereon with the exception of improvements carried out under the terms of the licence, leaving the property in as good condition in all respects as it was before the commencement of the Licence. If the Licensee shall not remove the said building materials and things as aforesaid the same shall belong to ONTC without any right to the Licensee to have compensation therefore, or ONTC may if it sees fit remove or cause to remove said materials and things at the expense of the Licensee who shall pay to ONTC forthwith the cost of such removal. The Licensee shall have no claim against ONTC for injury, if any, done to the building by any such removal. The Licensee agrees that any improvements to the Station building made by the Licensee shall belong to ONTC without any right to the Licensee to have compensation.

12- ASSIGNMENT

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent. Any change in the corporate ownership or the beneficial control of the Licensee shall be deemed to be an assignment of this Agreement

13- RELATIONSHIP

Nothing contained herein shall be deemed or construed by the parties hereto, 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 hereto, 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 Licensor and Licensee as described in this Agreement.

14- NOTICE

Any notice required by this Licence Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered, telefaxed or sent by prepaid registered post addressed to ONTC to:

Vice President
Finance and Administration
555 Oak Street East
North Bay, ON P1B 8L3

and addressed to the Licensee to:

33 Laird Drive
Toronto, Ontario
M4G 3S8

15. OVERHOLDING LICENCE

If at the expiration of the term or other termination hereof the Licensee shall remain in possession of the licenced lands with or without the consent of ONTC and without any further written agreement the Licensee shall become a licensee from month to month and no other licence shall be created by implication of Jaw or otherwise and the licence fee reserved hereunder shall be paid on the first day of each month during such overholding and such month to month licence shall otherwise be subject to all other terms of this licence as are applicable thereto.

16. SUCCESSORS

Subject to paragraph 12, this Licence Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon the Licensee, ONTC, and their successors and assigns.



IN WITNESS WHEREOF the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED

in the presence of:

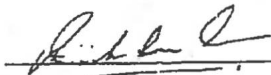
ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

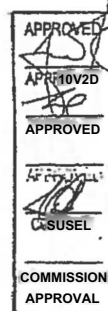
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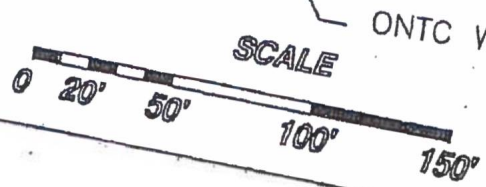
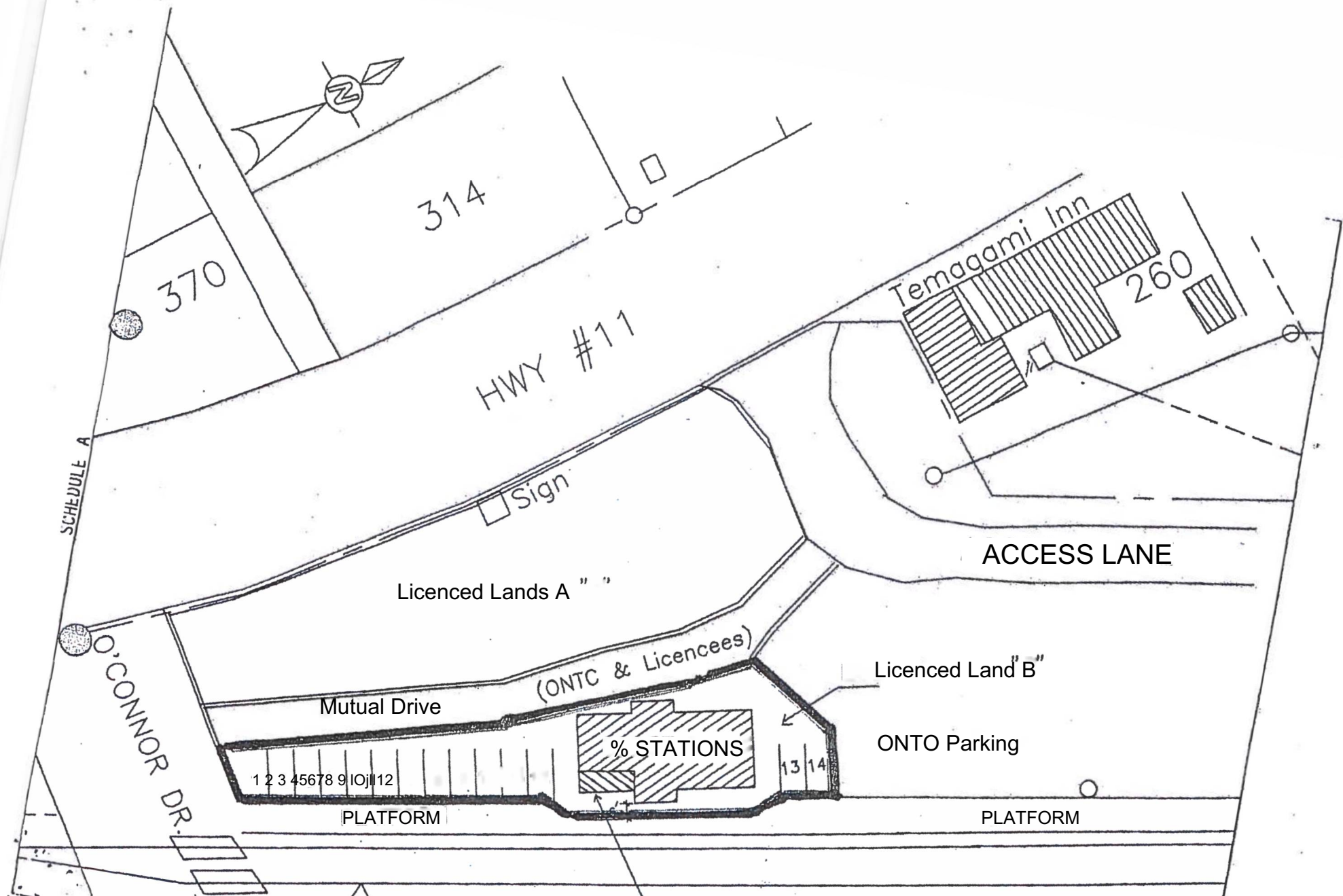

President

Secretary

THEATRE CONSULTING GROUP LIMITED

per


Representative





ONTARIO NORTHLAND
 TEMAGAMI STATION
 Mileage 72 TSD
 STATION GROUND
 LAND LICENCE AGREEMENTS

DR. BY	R.S.A.	DATE	JUNE 28/88
CH. BY		DATE	
DATE		DATE	
DATE		DATE	

UNQ. NO. A-4992

SCHEDULE B

Schedule B

TO

STOArzjr lc

IDD

From C- Smerdon

Outline of Planned Restoration and Renovation Work to the Tcmagaml Station

All structural, mechanical and electrical work will be designed in consultation with professional engineers. Stamped drawings will be provided to ONTC. All work will comply with Ontario and local building code requirements. Restoration work will be carried out as recommended by the Ontario Heritage Foundation Guidelines.

Create new entrance on west (parking lot) side (using 2nd window to the north)
Create vestibule area inside this new entrance, providing access to basement and washrooms

Replace existing washrooms with new washrooms within same general area.
Remove existing partition walls and replace as required.

Repair/restore/replace original woodwork and panelling in existing south section and ticket counter area.

Replace new panelling in north section with drywall. Insulate if feasible. Install back-lit display boxes in windows.

Create new mezzanine area in centre section of building (over existing washrooms and ticket counter), extending north and south to cover approximately half the interior of the building, install former basement stairs between south 'lobby' and this level.

Remove existing false ceiling.

Restore original ceiling plaster and woodwork. Insulate high ceiling space.

Reverse basement stairwell. Remove original iron stair for reuse as access to mezzanine.
Replace with new stair.

Install new HVAC system. Install de-humidifier in basement.

Replace existing furnace with high-efficiency gas unit.

Replace/upgrade wiring and plumbing as required. Install new wiring as required.

Repair and maintain existing radiators.

Remove all unused equipment from basement.

Rearrange partition walls as required. Install new partition walls as required.

Repair existing windows. Replace existing doors with replicas of originals

Remove exterior planters and window boxes.

Create new steps, platform and ramp to west and south of Station to permit safe and convenient public access.

Replace existing exterior basement stairs.

Re-open one or more of bricked-up basement windows (west side).

Repair and restore exterior woodwork and plaster.

When existing roof requires replacement replace with steel tile (to create the appearance of original terra-cotta tile). Remove existing chimney if no longer required by new furnace. Replace with replica of original. Install replicas of original roof ventilators.

Install life-safety systems as required by authorities.

Install security system

Install free-standing exhibit in north section.

WAV Of 1997.

THIS AGREEMENT made as of the 8th day of Sept. 1999,

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

(hereinafter "ONTO")

OF THE FIRST PART

-AND-

THEATRE CONSULTING GROUP LIMITED

(hereinafter "Theatre Consulting")

OF THE SECOND PART

-AND-

TEMAGAMI STATION RESTORATION TRUST

(hereinafter "Restoration Trust")

OF THE THIRD PART

WHEREAS:

1. ONTC and Theatre Consulting have entered into a Licence - Occupation of Land affecting certain lands and buildings situated in the Township of Temagami and the District of Nipissing which licence is dated the 11th day of July 1997. A copy of the licence is annexed hereto as Schedule "A". The licence is hereinafter referred to as "the Licence".

2. In regard to the said agreement. Theatre Consulting and Restoration Trust have requested, and ONTC has agreed to, the assignment of Theatre Consulting's interest in the licence to Restoration Trust subject to the terms and conditions hereinafter set out

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. Theatre Consulting hereby assigns to Restoration Trust in consideration of the sum of S2.00 and other good and valuable consideration all its right, title and interest in the Licence, and all benefits to be derived therefrom subject to the payment of the licence fee and the observance and performance of the covenants, provisos and conditions on the part of Theatre Consulting contained herein.
2. Theatre Consulting covenants with Restoration Trust that the Licence is a valid and subsisting licence, that the licence fee reserved thereby has been duly paid to the day of Jvff19S6 and subject to payment of the licence fee and the observance and performance of the covenants provisos and conditions of the licence, Restoration Trust may enjoy the premises for the residue of the term of years contemplated by the licence and any renewal thereof without interruption by Theatre Consulting or any person claiming through it, and that Theatre Consulting shall at all times hereafter at the request and cost of Restoration Trust execute such further assurances in respect of this assignment as Restoration Trust may reasonably require.
3. Restoration Trust covenants with Theatre Consulting and ONTC that Restoration Trust will, throughout the residue of the said term of years and any renewal thereof, pay the licence fee reserved at the times and in the manner provided in the Licence, and observe and perform the covenants, provisos and conditions on the part of the Licensee therein set forth.
4. Theatre Consulting covenants with ONTC that if Restoration Trust throughout the residue of the said term and any renewal thereof fails to pay the licence fee reserved at the times and in the manner provided in the Licence or fails to observe and perform the covenants, provisos and conditions on the part of the Licensee set forth. Theatre Consulting shall be responsible to ONTC for all of the obligations under the Licence arising from and after the assignment of the Licence (as well as any obligations under the Licence arising prior to the assignment of the Licence). If Theatre Consulting has paid the licence fee or observe the covenants, provisos and conditions as required as a result of Restoration Trust's failure to do so, ONTC agrees that all rights and obligations contained in the Licence may revert to Theatre Consulting.
5. ONTC's consent herein does not extend to any further assignment of the Licence or to any parting with possession of all or any part of the land and buildings.

6. NOTICES

All notices or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, by registered mail or by facsimile addressed to the recipient as follows:

(a) to ONTO at 555 Oak Street East
North Bay, Ontario
P1B8L3

(b) to Temagami Station Restoration Trust

P.O. Box 267
Temagami, Ontario
POH2H0

or to such other address, telecopier number or person as may be designated from time to time by notice to the oilier parties hereto.

IN WITNESS WHEREOF THE PARTIES hereto have hereunto set their seals duly attested by the hands of their proper officers in that respect.

ONTARIO NORTHLAND
TRANSPORTATION COMMISSION

per

President

Secretary

THEATRE CONSULTING GROUP LIMITED

I have the authority to
bind the Corporation

per

TEMAGAMI STATION RESTORATION TRUST

per

Chairman

