

THIS AGREEMENT made this 2 day of October 2024

B E T W E E N

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter referred to as the “**Landlord**” or “**Municipality**”)

OF THE FIRST PART

- and -

KOMOKA RAILWAY MUSEUM
(hereinafter referred to as the “**Tenant**” or “**Railway Museum**”)

OF THE SECOND PART

WHEREAS the Municipality is the owner of the property that is municipally identified as 131 Queen Street, Komoka, Ontario being bound by Queen Street, the road allowance presently leading to the Municipality’s Park as described on attached Schedule ‘A’ (the “**Land**” or “**Lands**”);

AND WHEREAS the Municipality leases to the Komoka Railway Museum the area of the Lands as shown on Schedule “B” attached hereto (hereinafter called the “**Museum Land**”) for the term subject to payment of the rent and all the covenants and provisions set out and contained in this Agreement;

AND WHEREAS any and all prior agreements whether written or oral between the Parties is hereby superseded and replaced in its entirety and considered null and void;

AND WHEREAS a right in common with the Municipality and all those authorized by it of the free and uninterrupted passage of vehicles and pedestrians for the Railway Museum, its employees, agents, invitees and all other authorized by it over and along the part of the Land legally described as CON 2 N PT LOT 6 at all times for the purposes of the operation of the Railway Museum;

AND WHEREAS the Museum Land contains several structures including but not limited to the former Komoka Railway Station, a flagstop, a baggage car, a caboose, a shipping container, a semitrailer, the Ellis building, artifacts building, the artifacts situated outside of the buildings and any appurtenances thereto (collectively referred to as the “**Museum Buildings**”);

AND WHEREAS the Railway Museum allows public access to the Museum Buildings during the times that they are open to the public for such viewing purposes;

AND WHEREAS at all times during the Term of this Lease Agreement or any renewal of this Lease Agreement the Railway Museum shall comply with all applicable laws which shall be broadly defined to include but not limited to the Municipality’s by-laws, rules, policies and guidelines and any applicable Provincial or Federal laws, regulations, policies, guidelines and directives and/or orders of any governmental authority (collectively referred to as “**Applicable Law**” or “**Applicable Laws**”) that in any manner relate to or affect the Museum Lands, Museum Buildings and the Railway Museums use thereof for the purposes set out in this Lease Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants contained herein and the payment of the sum of Ten Dollars (\$10.⁰⁰) and other good and valuable consideration each to the other, the sufficiency of which is hereby irrevocably acknowledged by each of the parties, the Municipality and the Railway Museum hereby agree as follows:

Recitals

1. The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

Term

2. This Agreement shall be in force from October 2, 2024 for a period of ten (10) years to September 30, 2034 (the “**Term**”) unless terminated prior thereto.
3. Upon the expiration of the Term, and any renewal thereof, or if the Municipality shall become entitled to terminate and shall declare this Lease to be terminated pursuant to any provisions set out in this Agreement, the Railway Museum shall surrender to the Municipality the possession of the Museum Land, and all the rights of the Railway Museum under this Lease shall immediately terminate, but the Railway Museum shall, notwithstanding such termination, be liable to the Municipality for any loss or damage suffered by the Municipality by reason of any default of the Railway Museum in the event the buildings are not removed.

Renewal and Post Term Lease

4. It is agreed between the Parties that in the event that the Railway Museum has not breached any of the terms and covenants set out in this Agreement at the time of the expiration of the Term granted by this Lease, the Municipality may upon receipt of written request from the Railway Museum a minimum of nine (9) months prior to the expiration of the Lease, grant the Railway Museum a renewal of this Lease Agreement for the Museum Land for a further term of five (5) years upon the same terms and conditions as set out in this Lease Agreement.
5. In the event that the Municipality opts not to renew the Lease after the expiration of the Term in accordance with the provisions of this Lease, then the Railway Museum shall within a period of twelve (12) months following the expiration of the Term of this Lease Agreement shall remove all of the Museum Buildings from the Museum Land. If not removed within such period, the Municipality may elect to remove the improvements identified and such cost shall be a debt owed to the Municipality by the Railway Museum.
6. The Municipality shall have the right to terminate this Lease at any time if the Municipality requires the Museum Land for an alternate use and/or construction is planned on the Museum Land upon providing the Railway Museum with a minimum on twelve (12) months written notification.

Museum Lease Amount

7. In consideration of the lease of the Museum Land granted by the Municipality under the terms and conditions of this Agreement to the Railway Museum, the Railway Museum shall pay to the Municipality an annual fee in the amount of Seven Hundred and Fifty Dollars (\$750.00) plus all applicable taxes (the “**Lease Payment**”). The Lease Payment shall be made in two equal installments with the first installment being due on or before August 1st annually and the second installment being due on or before November 1st annually. The Lease Payment shall be reviewed by the Municipality on an annual basis prior to the end of the lease period. The Municipality agrees to provide a minimum of sixty (60) days written notice to the Railway Museum of any increase in the Lease Payment save and except for changes associated with the annual inflation rate. The Municipality agrees to invoice the Railway Museum of any annual charges associated with the annual inflation rate.

Payment of Utilities and Municipal Taxes

8. The Railway Museum shall be responsible for all utility charges associated with the Railway Museum’s use of the Museum Land including but not limited to water and sewer surcharges and all garbage rates and any other applicable services provided by the Municipality associated with the Railway Museum’s use of the Museum Land.

Responsibilities of the Railway Museum

9. The Railway Museum shall be solely responsible for the day-to-day maintenance and upkeep of the Museum Lands and the Museum Buildings. The Parties agree that day-to-day maintenance shall include but not be limited to maintaining the Museum Lands and Museum Buildings in a clean and tidy condition in compliance with all Municipal by-laws,

regulations and policies and all other applicable laws including all public health and safety laws. The condition of the Museum Lands shall at all times be maintained in a condition acceptable to the Municipality, acting reasonably.

Responsibilities of the Municipality

10. The Municipality shall be responsible for general maintenance of the Museum Lands which shall include grass cutting, and the removal of dead trees and weekly removal of any garbage receptacles. The Railway Museum agrees that at no time shall it store garbage outside.

The Railway Museum Use of the Railway Land

11. The Railway Museum shall at all times use the Museum Land for the purposes of the operation of a Railway Museum and in accordance with the terms and conditions set out in this Agreement.
12. Save as specifically provided in this Agreement, at no time is the Municipality obligated or responsible to provide any services or facilities or to make repairs or alterations to the Museum Land or Museum Buildings.
13. The Railway Museum acknowledges and agrees that it shall be responsible for operating, maintaining and keeping the Museum Land and Museum Buildings and all appurtenances, fixtures and improvements thereto in a clean and orderly condition, free from any accumulation of dirt, garbage, refuse, rubbish and generally in a manner that is fitting for such public use including but not limited to making any such improvements as are necessary to address these issues.
14. That it shall comply with all Applicable Laws and shall use the Museum Land only for those purposes permitted by Applicable Laws, including without limitation:
 - a. The erection of signs, if any, which shall be approved by the Chief Building Official prior to any installation. The Railway Museum agrees that at no time shall it use or install any portable signs save an except for any sandwich boards used to advertise the operating hours of the Railway Museum which shall only be used during the operating hours of the Railway Museum when it is open to the public;
 - b. Any and all exterior lighting shall be installed and maintained to ensure that there is no interference with the use and enjoyment of the adjacent properties or with the safety of the traffic flow on the abutting or adjacent streets.
15. The Railway Museum shall landscape and maintain plants and ground cover located on the Museum Lands in a form and manner agreeable to the Municipality.
16. The Railway Museum shall promptly upon receipt of written notification in writing from the Municipality complete any and all emergency repairs and maintenance identified by the Municipality forthwith (the "**Emergency Repairs**"). The Railway Museum further acknowledges and agrees that it shall complete any other repairs identified by the Municipality in a timely manner and in no case no longer than within a period of sixty (60) days from the date of the written notice provided by the Municipality (the "**Non-Emergency Repairs**"). The Parties agree that it is the responsibility of the Municipality to clearly identify in the written notification what is deemed an Emergency Repair and what is deemed a Non-Emergency Repair. Collectively the Emergency Repairs and Non-Emergency Repairs shall be referred to as the "**Repairs.**"
17. In the event that the Railway Museum fails to complete either the Emergency Repairs or Non-Emergency Repairs required by section 17 above (the "**Default**") and the Railway Museum fails to diligently proceed to complete the Repairs after receipt of the written notification of the Railway Museum's Default from the Municipality specifying the nature of such Default, the Municipality may, on written notice to the Railway Museum, perform such Repairs as the Municipality in its sole and absolute discretion deems appropriate and necessary and the cost thereof shall be immediately payable to the Municipality by the Railway Museum.

Insurance

18. The Railway Museum at its own cost and expense shall take out and keep in force during the Term of this Lease Agreement including any extensions to this Lease Agreement, protecting both the Railway Museum and the Municipality:
 - a. comprehensive insurance of the type commonly called commercial general liability, which shall include coverage for personal injury, contractual liability, the Railway Museum's legal liability, bodily injury, death and property damage, all on an occurrence basis with respect to the business carried on the Museum Land and Museum Buildings associated with the Railway Museum's use and occupancy of the Museum Land with coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000.00), which insurance shall protect the Municipality in respect of claims as if the Municipality were separately insured and which insurance shall contain a severability of interest provision and a cross-liability provision. The Municipality shall have the right, from time to time, to review and require increased amounts of insurance where such increased amounts are reasonably required based on normal industry practice;
 - b. if desired by the Railway Museum, insurance in respect of fire and such other perils as are from time to time defined in the usual extended coverage endorsement covering the Museum Buildings situated on the Museum Land for not less than the full replacement cost thereof, however under no circumstances will the Municipality be responsible for the costs of any improvements installed on the Museum Land by the Railway Museum;
 - c. where coverages under the above clause include exclusions that would expose the Municipality to risks related to the use of the Museum Land or operations of the Railway Museum on the Museum Land, insurance against such other perils and in such amounts as the Municipality may from time to time reasonably require upon not less than thirty (30) days' written notice, such requirement to be made on the basis that the required insurance is customary at the time for the Railway Museum of similar Leased Land.
 - d. At the time of the execution of this Agreement and annually thereafter the Railway Museum shall provide the Municipality with a certificate of insurance evidencing the required insurance, using a form agreed to by the Municipality. If requested by the Municipality a certified copy of such policy or policies in effect shall be provided to the Municipality. If, at any time, the Railway Museum fails to pay the premiums on the insurance policy, as and when they fall due, the Municipality at the option and election of the Municipality, shall be permitted to terminate this Lease and the Municipality may re-enter upon the Museum Land and take possession of the Railway Land.
 - e. Failure to provide a certificate of such policy or policies in effect by the expiration date of the current certificate will be grounds for the Municipality to terminate the lease.
 - f. All policies of insurance described in this Lease Agreement shall include provisions to provide 30 days' notice to the Municipality if the policy expires, lapses, or is canceled and shall name the Municipality as an additional insured.

Indemnification

19. Save and except where such injury or damage were incurred directly as a result of an act or omission of the Municipality, the Municipality shall not and at no time be liable or responsible in any way for any injury or damages of any kind whatsoever that may be suffered or sustained by the Railway Museum, or any employee, agent, members of the public, or invitee of the Railway Museum, or any other persons who may be upon the Museum Land. This section shall survive the termination of this Lease Agreement.
20. The Railway Museum shall indemnify the Municipality against any and all claims arising from the Railway Museum's use of the Museum Land and the Museum Buildings including but not limited to any defect or for any lack of Repairs or maintenance or

anything done or omitted on the Museum Land or any other thing whatsoever, whether arising from any breach or default of the terms of this Agreement or from any negligence by the Railway Museum, its agents, contractors, employees, invitees, members of the public, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, legal fees, expenses and liabilities which the Municipality may incur with respect to any such claim. This section shall survive the termination of this Lease Agreement.

Damage or Destruction of Property

21. The Railway Museum shall promptly pay the Municipality for any and all damages to the Municipality's property or to the Museum Land as such damages are caused by the Railway Museum, its employees, invitees, or any persons using the Museum Land.

Removal of Fixtures

22. Upon the termination or expiry of this Lease Agreement, the Railway Museum shall in a timely manner and within a period of no longer than nine (9) months from the termination of the Lease Agreement remove its fixtures and any improvements from the Museum Land including but not limited to the Museum Buildings provided that the removal of the fixtures and improvements can be completed in such a manner so as not to result in any damage to the Museum Land as agreed to by the Municipality in writing.

Assignment of Lease

23. The Railway Museum shall not assign this lease agreement or sublet the Museum Land or any part of the Museum Land or any Museum Building without obtaining the prior written consent of the Municipality and such consent may be arbitrarily withheld by the Municipality in the Municipality's sole and absolute discretion.

Quiet Enjoyment

24. The Municipality covenants with the Railway Museum for quiet enjoyment of the Museum Lands, subject to the terms and conditions of this Lease Agreement.

Notice

25. Any notice to be given pursuant to this lease agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, or sent by email in the case of:

The Municipality:

The Municipality of Middlesex Centre
10227 Ilderton Road, Ilderton, ON N0M 2A0

Attention: Scott Mairs, Director of Community Services
E-mail: mairs@middlesexcentre.ca

Railway Museum:

Komoka Railway Museum
131 Queen Street, Komoka, ON N0L 1R0
Attention: Dan Oatman, President

E-mail: station-master@komokarailmuseum.ca

or at another address that the party has specified by notice in writing to the other party. Where notice is given by mail, it is deemed to have been received by the person to whom it is addressed, on the fifth (5) business day following the next business day after which the notice, sent by prepaid first-class mail, was deposited in a post office or letter box in Ontario. Where notice is personally delivered or sent by e-mail it shall be deemed to have been received by the person to whom it is addressed on the date of delivery provided such notice is received during normal business hours. Any notice sent after 4:00 pm shall be deemed to have been received on the following business day. In the event of postal disruption, the parties agree that service shall be made by personal delivery or e-mail only.

Events of Default

26. In addition to the other provisions of this Lease Agreement dealing with specific events of default, each of the following shall be deemed to be an event of default of the Railway Museum where the Railway Museum:
- a. Defaults in the payment of any sums required to be paid to the Municipality by any provision of this Lease Agreement, and such default continues for thirty (30) days after notice thereof given by the Municipality to the Railway Museum;
 - b. Fails to perform or observe any of the Railway Museum's obligations under this Lease Agreement and such default can be remedied by the Railway Museum but is not remedied within a reasonable period following the written notice received by the Municipality and which reasonable period shall be defined as:
 - (i) If the default could reasonably be remedied within thirty (30) days after written notification from the Municipality and provided the Railway Museum has commenced to remedy such failure within ten (10) days after the written notification notice and proceeds thereafter diligently and continuously to remedy it, within a period of thirty (30) days; and
 - (ii) if the default could not reasonably be remedied within thirty (30) days after the written notice provided by the Municipality and provided the Railway Museum has taken steps to remedy such failure not later than ten (10) days after the written notice and proceeds thereafter diligently and continuously to remedy it, the number of days required after the written notice that would reasonably suffice for the remedying such default provided that the Railway Museum took steps to remedy such default within a period of ten (10) days after the receipt of the written notice and proceeded thereafter diligently and continuously to remedy such default;
 - (iii) if the Railway Museum fails to take steps to remedy such default within a period of ten (10) days after receipt of the Municipality's written notification;
 - c. Fails to perform any of the Railway Museum's other obligations set out in this Lease Agreement and such default cannot be remedied by the Railway Museum; or
 - d. Defaults this Lease Agreement and/or any terms or conditions and the Museum Land or a substantial part thereof is abandoned and/or becomes vacant and/or is not used or occupied while capable of use and occupancy, and such failure to occupy remains for a period of thirty (30) days (which period does not include any temporary vacancy or non-use for a longer period when necessary to accommodate the carrying out of renovations in the Museum Land and as approved by the Municipality, or;
 - e. The Museum Lands are used by any other person or persons other than the Railway Museum or for any other purpose than that for which are set out in this Lease Agreement without obtaining the prior written consent of the Municipality.

Remedies by the Municipality

27. The remedies of the Municipality specified in this Lease Agreement are cumulative and are in addition to any remedies available to the Municipality at law or equity. No remedy shall be deemed to be exclusive, and the Municipality may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity.
28. The failure of the Municipality to insist upon the strict performance of any covenant of this Lease Agreement shall not be interpreted as a waiver of such covenants and the waiver by the Municipality of any breach of any covenant of this Lease shall not waive

such covenant in respect of any future or other breach. The receipt and acceptance by the Municipality of the Rent Payment or any other moneys due hereunder with knowledge of any breach of any covenant by the Railway Museum shall not waive such breach. No waiver by the Municipality shall be effective unless specifically made in writing.

29. Upon any event of default of the Railway Museum, in addition to any remedy which the Municipality may have by this Lease or at law or in equity, the Municipality may, at its option:
- (a) re-enter and take possession of the Museum Land Land as though the Railway Museum is overholding after the expiration of the Term and the Term shall be forfeited and void in such event; and/or
 - (b) terminate this Lease Agreement and re-enter and take possession of the Museum Land and provide, by notice to the Railway Museum, for an immediate payment by the Railway Museum of an amount equal to the present value, as of the date of an event of default by the Railway Museum, of any outstanding amounts due under this Lease Agreement from such date to the last day of the Term of this Lease. If any part of such outstanding amounts cannot be absolutely determined as of such date, the Municipality shall estimate same on a reasonable basis; and/or
 - (c) without terminating this Lease Agreement, demand immediate payment from the Railway Museum of an amount equal to the present value, as of the date of an event of default by the Railway Museum, of outstanding amounts due under this Lease from such date to the last day of the Term of the Lease. If any part of such outstanding amounts cannot be absolutely determined, as of such date, the Municipality shall estimate same on a reasonable basis. Upon payment of such amount by the Railway Museum to the Municipality, the Railway Museum shall be entitled to occupancy of the Museum Land for the remainder of the Term in accordance with the provisions of this Lease Agreement.
30. The Railway Museum covenants and agrees with the Municipality to indemnify the Municipality against all actions, suits, claims, damages, judgments, administrative penalties, compliance with any orders, costs, and liability arising out of any:
- (a) breach, violation, or non-performance of any of the Railway Museum's covenants, terms, or conditions as set out in this Lease Agreement,
 - (b) damage to the Museum Lands as a result of the Railway Museum's use of the Museum Lands and the Museum Buildings,
 - (c) injury to or the death of any person resulting from the Railway Museum's use of the Museum Land and/or Museum Buildings,
- and from any and all costs, legal fees, expenses, third party claims and liabilities incurred as a result of any such claim or any action or any demand or any proceeding brought.
31. The Municipality covenants and agrees to indemnify the Railway Museum against all actions, suits, claims, damages, costs, and liability arising directly out of:
- (a) Any breach, violation, or non-performance of any of the Municipality's covenants, terms, or condition as set out in this Lease.
- and from all costs, legal fees, expenses, and liabilities incurred as a result of any such claim or any action or proceeding.

Covenant Not to Encumber

32. The Railway Museum covenants and agrees not to encumber in any way this lease or legal title to the Museum Land. The Railway Museum further covenants and agrees that at no time shall it register this Lease against the title to the Museum.

Environmental Covenants

33. In addition to and without restricting any other obligations or covenants set out in this Lease Agreement the Railway Museum covenants and agrees that at all times it shall:
- (a) use and operate any uses on the Museum Land in compliance with all Environmental Laws;
 - (b) use and operate any permitted uses on the Museum Land in compliance with all Applicable Laws;
 - (c) not cause or permit a release at or from the Museum Land of any contaminant as defined in the *Environmental Protection Act*, R.S.O 1990, c.E.9, or any other environmental or public health statutes and regulations and shall not seek or permit at any time during the Term of this Lease Agreement to dispose of any Contaminant or Hazardous Substances or Pollutant in or on the Museum Land and to not bring any contaminant or Hazardous Substance as defined in this Agreement and / or any applicable Environmental Laws onto the Museum Land;
 - (d) not permit any person to engage in any activity on the Museum Land that may result in a violation of any Environmental Law or the imposition or assertion of liability or responsibility under any Environmental Law on such person, the Railway Museum, or the Municipality, including without limitation, the issuance of an order;
 - (e) upon the expiration or earlier termination of the Lease the Railway Museum shall surrender the Museum Land to the Municipality and shall cause the Railway Museum to return the Museum Land to the Municipality in substantially the condition that existed prior to this Lease;
 - (f) in addition to the indemnity contained in the Lease Agreement the Railway Museum agrees to indemnify and save harmless the Municipality and all of its servants, agents, employees, contractors, elected officials, and persons for whom the Municipality is in law responsible, completely harmless against any and all liabilities, claims, orders, third party claims, demands, suits, actions, causes of actions, damages, interest, penalties, fines, administrative penalties, monetary sanctions, losses, costs and expenses whatsoever, including without limitation the cost of professional advisors, legal fees, consultants and experts in respect of investigation, remedial action and/or clean-up costs and expenses, arising in any manner out of a breach or non-compliance of the Railway Museum of any Environmental Law and/or any public health and safety laws, resulting from its use and occupation of the Museum Land and use of the Museum Buildings, this indemnity shall survive the expiration or earlier termination of this Agreement.

34. For the purposes of this Lease Agreement the following defined terms shall apply:

“Contaminant” or **“Contamination”** means any solid, liquid, gas, odour, heat, sound vibration, radiation, pollutant, Hazardous Substance or combination of any of them that may or is likely to cause an adverse effect.

“Environmental Law” means all applicable federal, provincial, municipal or other regulatory authority laws, by-laws, rules, regulations, orders, policies, guidelines, codes, approvals, best practices, including without limitation those Environmental Laws relating to the protection of the Environment, land use, public health and safety or the storage, treatment, manufacture, processing, distribution and disposal of Hazardous Substances into the air, surface water, groundwater, land surface, subsurface, strata or any building or structure and in such case as such Environmental Laws may be amended and replaced from time to time.

“Hazardous Substance” means any contaminant, pollutant, dangerous substance, noxious substance, liquid waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, hazardous substance or Contaminant as such terms are defined or deemed to be regulation or controlled in or pursuant to any Environmental Laws, and includes any substance which when Released into the natural environment has caused or is likely to cause at some immediate or future time material harm, or adverse effect or degradation of the natural environment or risk to human health.

“Regulatory Authority” means any agency or other governmental or quasi-governmental authority or instrumentality including without limitation federal, provincial, municipal, or local authorities having jurisdiction or authority, including, without limitation the Ontario Ministry of the Environment, Conservation and Parks.

No Waiver

35. No waiver of any of the provisions contained in this Lease Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as further or continuing waiver of any such provision or as a waiver of any provision contained in this Lease Agreement.

Transfer, Assign, Sublet etc.

36. The Railway Museum shall not have the right to assign, sublet, licence, or otherwise encumber the rights under this Lease Agreement to a third party without obtaining the Municipality’s prior written consent, which consent may be unreasonably withheld by the Municipality in the Municipality’s sole and absolute discretion. The Railway Museum shall make a request for any such an assignment, subletting, licence, or other transfer to the Municipality in writing and the Municipality shall respond to the request within a period of sixty (60) days.
37. If the Municipality agrees to the assignment, sublet, or licence etc. the Railway Museum and assignee, sub-tenant, licensee etc. shall enter into such an agreement as the Municipality may require as a condition of consent. Any sublet, licence, assignment, or other encumbrances not made in accordance with this section shall be null and void and will result in a termination of this Lease Agreement in the sole and absolute discretion of the Municipality.

Entire Agreement

38. This Agreement constitutes the entire Lease Agreement between the parties hereto with respect to the subject matter of this Lease Agreement and supersedes all prior agreements, representations, warranties, negotiations, discussions, and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement. Time is and shall continue to be of the essence.

Severability

39. The invalidity of any provision of this Lease Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provisions or covenant hereof or herein contained.

Applicable Law

40. This Lease Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as

an Ontario contract. The Parties hereto irrevocably agree and attorn to the exclusive jurisdiction of courts located in the City of London, Province of Ontario, Canada.

Binding

41. This Lease Agreement shall enure to the benefit of and shall be binding upon each of the Parties hereto and their respective heirs, executors, administrators, estate trustees, successors, and assigns.
42. All of the provisions of this Lease Agreement are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof.

Limitations

43. Notwithstanding anything contained in this Lease Agreement, neither party shall be liable to any other party for any lost profits, lost revenues or, failure to realize expected savings even if informed of the possibility thereof in advance.

Further Assurances

44. Each of the Parties hereto shall from time-to-time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances, and things as may be required or necessary to implement and carry out the true intent and meaning of this Agreement.

Counterparts

45. This Agreement may be executed in counterparts and delivered in person, by mail or by e-mail, and when each party has executed and delivered a counterpart, each such counterpart shall be deemed to be an original and all such counterparts when taken together shall constitute one and the same Agreement.

One signature page to follow.

IN WITNESS WHEREOF the proper officers of the parties hereto have executed this Agreement.

THE RAILWAY MUSEUM

Per: _____
Name: Dan Oatman
Title: President/Chairperson

Per: _____
Name: David Greve
Title: Vice-President

I/We have the authority to bind The Railway Museum

THE MUNICIPALITY OF MIDDLESEX CENTRE

Per: _____
Name: Aina De Viet
Title: Mayor

Per: _____
Name: James Hutson
Title: Clerk

I/We have the authority to bind the Municipality

SCHEDULE "A"

TO A LEASE BETWEEN THE MUNICIPALITY OF MIDDLESEX CENTRE AND THE RAILWAY MUSEUM



SCHEDULE "B"

TO A LEASE BETWEEN THE MUNICIPALITY OF MIDDLESEX CENTRE AND THE RAILWAY MUSEUM

