

PERMISSION is hereby given by CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the "Railway") to THE CORPORATION OF THE TOWN OF CAPREOL, in the District of Sudbury and Province of Ontario (hereinafter called the "Licensee") to use certain lands of the Railway comprising an area of approximately .41 of an acre, at Bloor Street near Queen Street at Capreol aforesaid, for the purpose of exhibiting the Licensee's railway locomotive No. 6077. The aforementioned lands being indicated outlined in red on the attached plan No. RUE 1A-25, revised to November 29, 1967 which forms part hereof; SUCH PERMISSION IS GIVEN PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

THE LICENSEE AGREES:

1. To supply, construct and maintain the necessary footings ensuring that the aforementioned locomotive is placed on the licensed premises in a secure and safe manner and to maintain the said locomotive, all at the Licensee's expense and to the satisfaction of the Railway;
2. Not at any time to interfere with the operations, maintenance or use of the Railway's tracks, and other facilities;
3. To at all times indemnify and save harmless the Railway from all loss, expense and/or liability howsoever incurred by the Railway, and the Licensee hereby waives as against the Railway all claims of whatsoever nature or kind, where such loss, expense, liability or claims arise directly or indirectly out of the privilege herein granted, and whether such loss, expense, liability or claims result from the negligence of the Railway or otherwise;
4. To pay to the Railway for the privilege herein granted the sum of ONE DOLLAR (\$1.00) per annum, payable in advance on the First day of November in each year during the continuance hereof, the first of such payments to become due and payable on the First day of November, One Thousand Nine Hundred and Sixty-seven;
5. Not to assign this License or any privilege arising hereunder without the consent in writing of the Railway;
6. To pay all taxes, rates and assessments of whatsoever nature levied or assessed against the licensed premises, including but without limiting the foregoing, taxes assessed for local improvements;
7. This License shall continue in effect from the First day of November, One Thousand Nine Hundred and Sixty-seven until terminated by either party hereto giving to the other party not less than thirty (30) days' notice in writing.
8. Upon the termination of this License, if so required by the Railway, to remove the said locomotive from the lands of the Railway and restore the said lands to a condition satisfactory to the Railway.

DATED at Toronto, Ontario as of the First day of November, One Thousand Nine Hundred and Sixty-seven.

Witness:

CANADIAN NATIONAL RAILWAY COMPANY

[Signature]
Manager of Real Estate

THE CORPORATION OF THE TOWN OF CAPREOL

[Signature]
Mayor

[Signature]
Clerk