

THIS CONTRIBUTION AGREEMENT is made the 29th day of January, 2019.

BETWEEN:

TOWN OF AMHERST, a municipal corporation in the Province of Nova Scotia,
(hereinafter called the "Town")

-and-

VIA RAIL CANADA INC, a corporation incorporated under the laws of Canada with
Head Office in the City of Montreal in the Province of Quebec
(hereinafter called the "VIA")

-and-

J.E. BEMBRIDGE ENTERPRISES LIMITED, a body corporate with head office in the
Town of Amherst in the Province of Nova Scotia,
(hereinafter called the "Bembridge")

WHEREAS VIA has determined:

- a. To convey its real property within the boundaries of the Town of Amherst to the Town including the VIA rail station ("the Station") in accordance with an agreement of purchase and sale on the 29th day of January, 2019 ("the "Agreement"); and
- b. To lease certain facilities ("VIA's facilities") in the Station from the Town for its railway passengers and technology ("the Lease")
- c. VIA's facilities are not presently in tenantable condition;
- d. The Town is concurrently with the Agreement entering into an agreement with Bembridge for Bembridge to take possession of the Station and to complete the renovations required to make VIA's facilities in tenantable condition;

THIS AGREEMENT WITNESSES as follows:

1. Upon Bembridge completing the renovations and VIA's facilities being in tenantable condition, Bembridge shall submit to VIA an invoice for \$5,000.00 plus HST as VIA's contribution to lease hold improvements.
2. VIA shall pay the Bembridge's invoice upon acceptance of VIA's facilities as being in tenantable condition and within 30 days of the date of receipt of the invoice.
3. The parties agree:
 - a. That the Town and/or Bembridge have agreed to submit detailed working drawings to VIA for any work which is required or proposes to do in the Station at the Town and/or Bembridge's expense in a good and workmanlike manner and in accordance with VIA's reasonable requirements and subject to VIA's approval, which shall not be unreasonably deny or delay.
 - b. that the Town and/or Bembridge have agreed to provide to VIA a dedicated

- space for the storage and operation of its technology;
- c. VIA shall relocate its technology to the dedicated space upon completion of the construction of the dedicated room; and;
 - d. VIA shall be responsible for the relocation of the technology to the dedicated room at its expense.
4. VIA and the Town agree that if Bembridge does not complete VIA's facilities in accordance with the terms of the lease of VIA's facilities then:
- a. The Town shall complete VIA's facilities at its expense in accordance with the terms of the lease; and
 - b. The Town shall invoice VIA \$5,000 plus HST upon VIA's facilities being in tenantable condition; and
 - c. VIA shall pay the Town's invoice immediately upon acceptance of VIA's facilities as being in tenantable condition.
5. The Contribution Agreement is supplemental to the Lease and enforceable in accordance with the terms of the Lease.

SIGNED AND DELIVERED

in the presence of:

) TOWN OF AMHERST
)
)
) _____
) Per:
) Name & Title:
)
)
) VIA RAIL CANADA INC.
)
) _____
) Per:
) Name & Title:
)
)
) J.E. BEMBRIDGE ENTERPRISES LIMITED
)
)
) _____
) Per: JEFFREY BEMBRIDGE, President