



555 Oak Street East
North Bay, Ontario
P1B 8L3

555, rue Oak Est
North Bay (Ontario)
P1B 8L3

Tel: 1-800-363-7512
www.ontarionorthland.ca

June 24, 2026

Addendum No. 02

File Reference Number: RFP 2026 039

Title: Fabrication and Supply of Railcar Battery Box Enclosures

RE: Clarifications/Questions

CLARIFICATIONS:

Item 1: Appendix A – Form of Agreement

We note a potential discrepancy between Section 12 and Appendix D regarding delivery responsibilities:

- Section 12 appears to indicate DDP (Delivered Duty Paid), where the supplier is responsible for all delivery-related costs up to ONTC's location.
- Appendix D states that delivery to ONTC's North Bay location will be arranged by ONTC and must not be included in the price.

Can ONTC please confirm which delivery terms apply to this bid? Additionally, should transportation, duties, and delivery-related costs be included in the supplier's pricing, or excluded and handled by ONTC?

Answer: Proponents must follow the instructions outlined in Appendix D – Schedule of Prices of the RFP. Deliveries will be managed by ONTC and should not be included in supplier's pricing.

To reflect these changes and remove references to delivery, ONTC has updated Appendix A – Form of Agreement, which is included at the end of this Addendum. This revised version supersedes all previous versions and proponents must ensure their submissions are based on this revised version.

This Addendum hereby forms part of the RFP.

Regards,

Brinda Ranpura
Procurement Contracts Specialist
brinda.ranpura@ontarionorthland.ca

Agreement for Purchase of Goods and Related Services

This Purchase Agreement, dated as of [DATE] (this "**Agreement**", to be referenced by [CONTRACT REFERENCE NUMBER] ("**Contract Reference Number**")), is entered into between Ontario Northland Transportation Commission ("**ONTC**") and [Seller] ("**Seller**"), and together with ONTC, the "**Parties**", and each, a "**Party**".

Whereas:

- A. ONTC is an Ontario Crown Agency that remanufactures, rebuilds and maintains rail equipment including for Metrolinx ("**Metrolinx**");
- B. ONTC has entered into an agreement with Metrolinx for the provision of refurbishment services for its GO Transit bi-level cabs (the "**Prime Contract**") which includes replacement of the side sills;
- C. Seller is in the business of fabricating parts required in the rail remanufacturing process, and has the personnel, facilities, equipment, manufacturing capacity, financial capacity, skills and know-how necessary to perform the Work and provide the Goods in accordance with the provisions of this Subcontract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. This Agreement will commence on the Effective Date and will remain in full force and effect for [XXX] years unless earlier terminated pursuant to the provisions of this Agreement (the "**Term**"). ONTC shall have the option to extend the Agreement for [XXX] further terms of [XXX] year(s) each on 30 days' notice prior to the end of the original term or a renewal term, as the case may be.
2. Sale of Goods and Related Services.
 - (a) Goods. Seller shall provide and sell to ONTC and ONTC shall purchase from Seller the finished goods/parts and related services set forth in Exhibits A and B (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
 - (b) Changes. ONTC may, on written Notice to Seller, request changes to Exhibit A to increase or decrease the quantity of Goods. On or before the fifth (5th) calendar day after receiving the request, Seller shall submit to ONTC its good faith description of the impact of such changes, including the Price and Delivery Date (as defined herein). ONTC may then submit an amended purchase order reflecting all ONTC-accepted changes
3. Delivery Date/Schedule. Seller shall deliver the Goods in quantities and on the date(s) specified by the ONTC. Production and delivery schedules shall align with ONTC installation requirements and ONTC shall have the right to pause or adjust deliveries in its discretion.
4. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A.
5. Delivery Location. All Goods shall be picked up by ONTC or its carrier at [insert Seller's location] (the "**Delivery Location**").
6. Shipping Terms. Delivery shall be made by Seller to ONTC at the Delivery Location. Seller shall promptly provide ONTC all shipping documents, including the commercial invoice, packing list and bill of lading and any other documents necessary to release the Goods to ONTC. The

Contract Reference Number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to this Agreement.

7. Required Documents. Upon delivery of the Goods to ONTC, Seller shall also provide ONTC with the deliverables set out in Exhibit A, including without limitation:

- Serial numbers and ID tags
- Inspection and quality documentation packages
- Packing slips and shipment manifests
- Invoices referencing specific serial numbers and batches

8. Title and Risk of Loss. Title and risk of loss passes to ONTC upon completion of loading of the Goods at the Delivery Location.

9. Packaging. Seller shall properly pack, mark, and ship Goods as instructed by ONTC and in compliance with the requirements set out in Exhibit A and otherwise in accordance with applicable law and industry standards, which shall include but not be limited to the following:

(a) Seller shall ensure each shipment is unique and identifiable, with Seller's chosen marking, such that each set of shipment paperwork shall be distinguishable from each other set of shipment paperwork. Seller's unique shipment identifier may be a packing slip number, delivery note number, service order number, pick order number, or contract sequence delivery number, provided it is unique to the shipment and communicated to ONTC. This chosen unique shipment identifying method will be made known to the ONTC and shall be used and referenced on invoices from the Seller for each shipment, and in any correspondence relating to the shipment.

(b) Seller shall provide ONTC with packing slips showing the Contract Reference Number, the unique shipment identifier as set out in subsection (a), the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

10. Inspection and Rejection of Non-Conforming Goods. ONTC has the right to inspect the Goods on and after the Delivery Date. ONTC, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. If ONTC rejects any portion of the Goods, ONTC has the right, effective upon written notice to Seller, to:

(a) reject non-conforming Goods (including entire lots of Goods) for a refund plus any inspection, test, shipping, handling, and transportation charges paid by ONTC; or

(b) require prompt correction or replacement of such Goods on ONTC's written instruction;

If ONTC requires replacement of the Goods, Seller shall, at its expense, promptly replace the non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by ONTC under this Section [Inspection and Rejection of Non-Conforming Goods] shall not reduce or otherwise affect Seller's obligations under this Agreement, and ONTC shall have the right to conduct further inspections after Seller has carried out its remedial actions.

11. Status Updates. Seller shall provide ONTC with status updates which shall include but not be limited to the status of the number of Goods manufactured and such other information as ONTC shall request.

12. Price.

(a) ONTC shall pay Seller the prices set forth in Exhibit B, as may be modified from time to time by agreement of the Parties (the "Price(s)"). The Price includes all labour, materials, fabrication, finishing, assembly, inspections, insurance, packaging, handling, storage, overheads and profit required to provide the Goods, packaged and prepared for transport in accordance with Exhibit A. The price also includes all customs duties, fees and applicable taxes including, but not limited to, all tariffs but excludes all harmonized sales tax, goods and services tax, or provincial sales tax. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or otherwise, without the prior written consent of ONTC.

(b) The Prices set out on Exhibit A are valid until [date]. For any orders delivered after [date], Pricing will be [see proposal].

(c) Payment Terms. Seller shall issue an invoice to ONTC within ten (10) days after the completion of delivery of the Goods. ONTC shall pay all properly invoiced amounts due to Seller within thirty (30) days after ONTC's receipt of such invoice, except for any amounts disputed by ONTC in good faith. All payments hereunder must be in Canadian dollars and made by a mutually agreed upon method. In the event of a payment dispute, ONTC shall deliver a written statement to Seller no later than five (5) days before the date payment is due on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

13. Set-Off. Without prejudice to any other right or remedy it may have, ONTC reserves the right to set-off at any time any amount owing to it by Seller against any amount payable by ONTC to Seller under this Agreement.

14. Rebates. The Seller shall provide ONTC with the rebates set out in Exhibit B as a result of the scrap material management services it provides under the Agreement.

15. Warranties.

(a) Seller warrants to ONTC that for a period of twenty-four (24) months after the date the Goods are (1) delivered to Metrolinx and (2) a Final Acceptance Certificate (FAC) is issued all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by ONTC or Metrolinx; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by ONTC. These warranties are cumulative and in addition to any other condition or warranty provided by law or equity. Any applicable statute of limitations runs from the date of ONTC's or Metrolinx's discovery of the non-compliance of the Goods with the foregoing warranties.

(b) If ONTC gives Seller notice of non-compliance with this Section [Warranties], Seller shall, at its own cost and expense, promptly replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, labour charges and transportation charges for the return of the defective or non-conforming Goods to Seller and the delivery of repaired or replacement Goods to ONTC.

16. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. Duty to Advise. Seller shall promptly provide Notice to ONTC of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences:

- (a) any failure by Seller to perform any of its obligations under this Agreement;
- (b) any delay in delivery of Goods;
- (c) any defects or quality problems relating to the Goods and Services;
- (d) any change in control of Seller;
- (e) any deficiency or modification in the technical specifications provided to ONTC, including but not limited to samples, prototypes, or test results relating to this Agreement; or
- (f) any failure by Seller, or its subcontractors or common carriers, to comply with Law.

18. General Indemnification. Seller shall indemnify, defend, and hold harmless ONTC and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party (collectively, "**Losses**"), relating to and/or arising out of or resulting from any claim of a third party or ONTC arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct, or breach of this Agreement. Seller shall not enter into any settlement without ONTC's or Indemnified Party's prior written consent.

19. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless ONTC and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Metrolinx's, ONTC's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trademark, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Metrolinx's, ONTC's or Indemnified Party's prior written consent.

20. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to,

(a) commercial general liability (including product liability) with limits no less than one million dollars (\$1,000,000) for each occurrence and ten million dollars (\$10,000,000) in the aggregate with financially sound and reputable insurers; and

(b) if the Seller will use or provide for use motor vehicles in providing the Goods, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$2,000,000 for each occurrence and in the aggregate.

21. Upon ONTC's request, Seller shall provide ONTC with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name ONTC as an additional insured. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against ONTC's insurers and ONTC or the Indemnified Parties.

22. Termination.

(a) ONTC may in its sole and absolute discretion, for its convenience, terminate this Agreement in whole or in part on ten (10) calendar days written notice to the Seller ("**Notice of Termination**"). In this event, the Seller shall only be entitled to payment of:

- (i) amounts payable for any Goods delivered in accordance with the Agreement prior to receiving the Notice of Termination; and
- (ii) all reasonable costs incurred by the Seller which are directly attributable to the termination for convenience by ONTC of the Agreement or part thereof and evidenced by supporting documentation, including the cost of the taking of an inventory of materials, components, work in process and finished work on hand related to the Agreement at the date of receiving the Notice of Termination. The Seller is required to use all reasonable efforts to mitigate such costs.

(b) In addition to any remedies that may be provided under this Agreement, ONTC may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of any of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part, or if Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement.

(c) If Seller becomes insolvent or is generally unable to pay or fails to pay its debts as they become due, ceases to carry on all or substantially all of its business in the ordinary course, files an assignment into bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, arrangement, or assignment for the benefit of creditors, then ONTC may terminate this Agreement upon written notice to Seller.

(d) If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than thirty (30) consecutive calendar days, then ONTC may terminate this Agreement upon written notice to Seller.

If ONTC terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by ONTC before the termination.

23. Confidential Information. All non-public, confidential, or proprietary information of the ONTC or Metrolinx, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by ONTC to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by ONTC in writing. Upon ONTC's request, Seller shall promptly return all documents and other materials received from ONTC. ONTC shall be entitled to injunctive relief for any violation of this Section [Confidential Information]. This Section [Confidential Information] shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

24. Conflict of Interest. For the purposes of this section, "Conflict of Interest" means any actual or potential conflict of interest including, but not limited to: (a) situations or circumstances that could compromise the ability of the Seller to perform its obligations under the Agreement; and (b) the offer or giving of a benefit of any kind by or on behalf of the Seller to anyone employed by or otherwise connected with ONTC. If a potential or actual Conflict of Interest of the Seller arises during the Seller's performance under the Agreement,

(a) ONTC has the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest;

(b) ONTC has the right to prescribe the manner in which the Supplier should resolve the Conflict of Interest; and

(c) ONTC may terminate the Agreement immediately upon notice to the Seller if the Seller fails to disclose any actual or potential Conflict of Interest, if the Seller fails to resolve its Conflict of Interest as directed by ONTC or if ONTC determines that the Conflict of Interest cannot be resolved.

25. Anti-Corruption. The Seller warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of ONTC, the Ministry of Transportation, the Government of Ontario or any other government official relating to ONTC entering into the Agreement with the Seller.

26. Bribery. The Seller warrants that it will take reasonable steps to ensure that its officials and employees do not extort, accept or pay bribes or illicit payments, charge or accept fees that are not legally due or are in excess of those legally due, or unreasonably delay or obstruct the granting of permits, licenses, or other such approvals in relation to the project. If the Seller becomes aware of an actual or attempted bribe, extortion, delay or obstruction relating to the Agreement, the Seller shall report the incident to ONTC immediately.

27. Forced Labour. The Seller warrants that it is unaware of any forced labour or child labour being used at any step of the production of Goods produced, purchased or distributed by it in Canada or elsewhere or for the production of Goods imported by the Seller. The Seller warrants that it has undertaken the appropriate due diligence to ensure its business and its supply chains do not use forced labour or child labour, including an assessment of its business and supply chains that may carry a risk of forced labour or child labour being used and the management of the risk. If applicable, the Seller shall comply with the reporting requirements under the *Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 c.9*.

28. Sanctions. In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under such acts as the *United Nations Act*, the *Special Economic Measures Act (SEMA)*, or the *Export and Import Permits Act*. The text of any such regulations is published in the Canada Gazette,

29. Exclusion of Supplier's Terms; Entire Agreement; Precedence of Documents. If the Supplier's terms and conditions are supplied to the ONTC in respect of the Goods (including in Exhibit A), those terms and conditions will be of no legal effect and will not constitute part of the Agreement unless ONTC expressly agrees in writing to be bound by all or any of the terms and conditions. Subject to the foregoing, Exhibit A forms part of this Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions, and warranties, both written and oral, regarding such subject matter. Subject to any contrary intention elsewhere in this Agreement, in case of any inconsistency or conflict among the exhibits and the body of this Agreement, the documents shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- (a) the body of this Agreement;
- (b) Exhibit A;
- (c) Exhibit B; and,
- (d) any other documents incorporated by reference in any of the foregoing.

30. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 15 [Warranties] 18 [General Indemnification], 19 [Intellectual Property Indemnification], 20 [Insurance] of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

31. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), email of a PDF document or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by email of a PDF document, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment); (c) if sent by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid on the fifth (5th) day after the mailing thereof.

Notice to Seller: [SELLER ADDRESS]
Email: [EMAIL ADDRESS]
[Facsimile: [FAX NUMBER]]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

Notice to ONTC: Ontario Northland Transportation Commission
555 Oak Street
North Bay ON P1B 8L3
Attention: XXX
E: XXX

and to: Legal Services & Corporate Governance
Legal@ontarionorthland.ca

32. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

33. Amendments and Modifications. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party or sent by email by the authorized representative.

34. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

35. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

36. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of ONTC. Any purported assignment or delegation in violation of this Section [Assignment] shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. ONTC may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

37. Successors and Assigns. This Agreement is binding on and enures to the benefit of the Parties to this Agreement and their respective successors and assigns.

38. Third-Party Beneficiaries. The Parties hereby designate Metrolinx as a third-party beneficiary, having the rights to enforce Section 14 [Warranties], 17 [General Indemnification], 18 [Intellectual Property Indemnification] and 19 [Insurance] of this Agreement.

39. Governing Law and Choice of Forum. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of Ontario and the federal laws of Canada therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of the Contract or the performance of the obligations hereunder.

40. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

41. Force Majeure.

(a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the impacted Party's ("**Impacted Party**") control including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; and (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances.

(b) The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive calendar days following written notice given by it under this Section [Force Majeure], either party may thereafter terminate this Agreement upon ten (10) days' written notice.

42. 4Further Assurances. Upon ONTC's reasonable request, Seller shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

43. Counterparts. This Agreement may be executed by electronic signature in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 31 [Notice], a signed or electronically signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

44. No Public Announcements. The Seller shall not (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other ONTC.

45. Appropriation. Any amount paid under this Agreement is subject to an appropriation of funds by the Government of Ontario for the fiscal year in which any commitment would come due for payment. If payment cannot be made either in full or in part because the level of funding is changed by the Government of Ontario, ONTC will notify the Seller and ONTC will amend or terminate the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ONTARIO NORTHLAND TRANSPORTATION
COMMISSION**

By _____

Name: Chad Evans

Title: President and CEO

[SELLER NAME]

By _____

Name:

Title:

EXHIBIT A – GOODS AND RELATED SERVICES

EXHIBIT B - SELLER'S SUBMISSION