LEASE OF LAND AND BUILDING FOR USE AS AN AMBULANCE STATION
Morrisburg, ON this 23rd day of September, 2014

In pursuance of the Short Forms of Leases Act, R.S.O. 1990, c.S.11.

BETWEEN:

Barbara Berry and Larry Berry carrying on business as L and B Properties
hereinafter called “the Lessor”

– and –

The Corporation of the City of Cornwall acting for Cornwall, Stormont, Dundas
and Glengarry Emergency Medical Services
hereinafter called “the Lessee”

Whereas:

1. The Lessor is the owner of the lands described in Schedule “A”, together with all the buildings
and structures erected thereon;

2. The Lessor has agreed to lease the lands, building and structures described in Schedule “A”, on
the terms and conditions hereinafter set out;

In consideration of the rents, covenants and agreements reserved and contained on the part of the
Lessee to be paid, observed and performed, the Lessor and Lessee agree as follows:

1. PREMISES
(1) The Lessor doth demise and lease unto the Lessee and the Lessee doth lease and take from the
Lessor, for the purpose of operating an ambulance station and for no other purpose, for the term
mentioned, and upon the terms and conditions set out in this indenture, all those certain premises,
in the Township of South Dundas, consisting of a 1,300 square foot building together with
ambulance quarters, ambulance garage, staff and visitor parking on the lands described in
Schedule “A” attached hereto.

(2) To have and to hold the demised premises for a term of five (5) years commencing on the 1st
day of January, 2015 and terminating on the 31st day of December, 2019, subject to the right of
termination as set in paragraph 5.

2. RENTS
(1) Yielding and paying unto the Lessor in lawful money of Canada and without deduction,
abatement, set-off or prior demand therefore the sum of $1,474.65 per month on the first day of
each and every month, the first payment to be made on the 1st day of January, 2015. This sum is to
increase at the rate of 1.5% each year of the contract beginning in January 2016. Therefore, the
payment on January 1st of 2016 to December 31st of 2016 is $1496.76; January 1st of 2017 to
December 31st 2017 is $1,519.21; January 1st of 2018 to December 31st 2018 is $1,542.00;
January 1st of 2019 to December 31st 2019 is $1,565.13.

(2) The Lessee shall pay in addition to the rent all applicable taxes each month at the rate established by the government.

(3) It is further agreed that the Lessee shall pay to the Lessor an additional amount of 50% of the “total tax bill” each year. “Total tax bill” is comprised of the combined municipal and school support taxes of the real property taxes. This amount is to be paid once per year, and is to be invoiced by the Lessor when the exact amount of the “total tax bill” can be established by the Lessor.

This ‘tax support’ clause starts in 2015 and applies to all five (5) years of the lease.

In the event of an unanticipated tax or similar charge related to services or land assessment of this building the same 50% sharing of the cost will be followed by Lessor and Lessee.

3. ADDITIONAL EXPENSES

   The Lessee covenants with the Lessor to pay water, gas and electric charges, telephone, snow removal and lawn maintenance.

4. OVERHOLDING OF LESSEE

   In the event that the Lessor shall permit the Lessee to remain in occupation of the premises without objection by the Lessor and after the expiration of the term and any extension or extensions thereof, the Lessee shall be deemed to be a tenant from month to month at a monthly rental equal to one-twelfth of the 2014 annual rental plus 10% calculated in accordance with clause 2, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

5. TERMINATION

   At any time after the 1st day of January, 2015, if either party wishes to terminate this lease, then it shall have the right to so terminate this lease upon giving the other party at least twenty-four (24) months’ written notice of its desire to do so.

6. PAYMENT OF RENT

   The Lessee covenants with the Lessor to pay the rent.

7. QUIET ENJOYMENT

   The Lessor covenants with the Lessee for quiet enjoyment.
8. **ASSIGNMENT**

The Lessor and the Lessee covenant and agree that the Lessee shall not at any time assign this lease or sublet any part or parts of the premises without the written consent of the Lessor, which consent shall not be unreasonably withheld, and in the event of any such assignment or subletting, the Lessee agrees that it will provide the Lessor with a true copy of the instrument of the assignment or subletting.

9. **LIABILITY AND INDEMNITY OF LANDLORD**

   (1) The Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits or actions growing out of

   (a) any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed, and

   (b) any damage to property howsoever occasioned by the use and occupation of the demised premises or of the buildings, structures, improvements, fixtures, equipment, machinery and facilities comprised therein and any injury to any person or persons, including death resulting at any time there from, occurring in or about the demised premises or any apart thereof or resulting from the use and occupation of the demised premises or any building, structure, improvement, fixture, equipment, machinery or facility comprised therein and arising from or occasioned by any cause whatsoever, and such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the Term shall survive the termination of this Lease, anything in this Lease to the contrary notwithstanding.

   If the Lessor shall be made party to any litigation commenced by or against the Lessee, then, unless in such litigation or otherwise it shall be established that the Lessor was solely at fault, the Lessee shall protect, indemnify and hold the Lessor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Lessor in connection with such litigation. The Lessee shall also pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Lessor in enforcing the terms, covenants and conditions in this Lease.

   (2) The Lessor shall not be liable or responsible in any way for any loss, damage, death or injury of any nature whatever that may be suffered or sustained to any persons or property, and in particular, without limiting the generality of the foregoing, the Lessor shall not be liable for any loss, damage or injury of any nature whatever to any persons or property resulting from any defect in the demised premises, in the building in which the demised premises are contained or resulting from the condition or the arrangement or from the interruption or breakdown of any mechanical or electrical equipment or of any water, gas, sewage, electrical power or other utility in the demised premises, or in the building in which the demised premises are contained or by reason of steam, water, rain, snow, or other substances leaking, issuing, flowing or escaping into any part of the demised premises are contained or resulting from anything done or omitted to be done by the Lessor, their servants, employees, agents, contractors, officers, invitees or licensees, by other occupants of the building in which the demised premises are contained, by persons in the demised premises or the occupants of the adjacent property or by the public, and there shall be no abatement of rent in respect of any such loss, damage or injury, condition, failure or interruption of service, nor shall the same constitute an eviction.
10. **INSURANCE**

   (1) The Lessor shall insure and keep insured the building against damage by fire and the perils commonly covered under a fire insurance policy with an extended coverage endorsement to the extent of the full insurable value thereof. The Lessor acting reasonably shall be responsible for the determining the amount of fire and extended coverage insurance to be maintained.

   (2) The Lessee shall be responsible for providing at the Lessee’s own expense fire and extended coverage insurance in relation to the Lessee’s improvements, betterments, alterations, fixtures, equipment and contents.

   (3) The Lessee shall place and keep in place a policy of comprehensive public liability insurance in relation to the demised premises and the Lessee’s use of the demised premises and operation of the Lessee’s business and from the demised premises in an amount of not less than Two Million Dollars ($2,000,000.00).

11. **REPAIRS**

   (1) The Lessee covenants with the Lessor that:

   (a) the Lessee at its own expense shall repair, maintain and keep the demised premises and every part thereof in a clean and sanitary condition and in accordance with all laws, directions, rules and regulations of the governmental agencies having jurisdiction and will keep the demised premises (including without limitation) (i) the interior walls to the extent that they are demising walls and not structural in nature (ii) the interior ceiling (iii) all permitted signs and (iv) all doors and every part thereof in good order and repair and painted or otherwise presentable. The Lessee will replace all broken glass with glass of equal quality. The Lessee covenants to heat the demised premises to a temperature to prevent all pipes, plumbing fixtures and equipment from bursting or damage.

   (b) the Lessor may enter and view the state of repair on reasonable notice.

   (c) Once a year for the cooling system and once a year for the heating equipment the Lessor will name a contractor to do ‘preventive maintenance’ on each of these systems. This work is at the expense of the Lessee.

   (d) Up to twice during the contract (five years) the Lessor will name a contractor to do ‘preventive maintenance’ on the tarmac area i.e. the contractor will put a treatment on the tarmac to protect it (oil spraying). The Lessor will administrate the job but the cost of the work is at the expense of the Lessee.

   (e) the Lessee will repair according to notice in writing (reasonable wear and tear and damage by fire, lightning and tempest only excepted), and

   (f) the Lessee will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

   (2) The obligations of the Lessee to repair, according to notice in writing, and to leave the demised premises in good repair shall be subject to the following exceptions:

   (a) The Lessor shall be responsible for structural repairs, including bearing and exterior walls, foundations, slab floors and bearing sections, and roof shingles.
(b) The Lessor shall also be responsible for repairs to the utility systems leading up to but not included in the demised premises.

12. MAINTENANCE OF SERVICES FOR UTILITIES
   The Lessor agrees to provide throughout the term of this lease, such utilities services as are provided to the demised premises as at the date hereof, provided that the Lessor have no responsibility for the failure to provide such utilities when such failure is beyond the control of the Lessor.

13. ALTERATIONS, PARTITIONS AND IMPROVEMENTS
   (1) If the Lessee during the terms desires to affix or erect partitions, counters or fixtures in any part of the walls, floors or ceilings of the demised premises, it may do so at its own expense at any time and from time to time provided that the Lessee’s rights to make such alterations to the demised premises shall be subject to the conditions contained herein.

   (2) Before undertaking any such alterations, the Lessee shall submit to the Lessor a plan showing the proposed alterations and shall obtain the approval and consent of the Lessor to the same.

   (3) All such alterations shall conform to all building regulations then in force affecting the demised premises.

   (4) Such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.

   (5) Except as herein provided, the Lessee will not erect or remove or change the locations or style of any partitions or fixtures without the written consent of the Lessor being first had and obtained.

   (6) At the expiration of the term hereby granted or any renewal thereof, the Lessee shall have the right to remove its fixtures (but not the leasehold or structure improvements which shall remain the property of the Lessor) provided the Lessee makes good all damage occasioned to the demised premises by the taking down or removal thereof.

14. ENTRY BY LANDLORD
   (1) The Lessor and its servants, employees, agents and contractors shall be entitled at all reasonable times to enter upon the demised premises for the purpose of making any repair which the Lessee fails to make.

   (2) In the event of an emergency, if the Lessee shall not be personally present to open and permit an entry into the demised premises at any time when for any such reason an entry therein shall be necessary, the Lessor or the Lessor’s agent may forcibly enter the same, if reasonably necessary, without rendering the Lessor or such agent liable therefore, and without in any manner affecting the covenants, obligations and agreements of the Lessee under this Lease.
(3) The Lessor shall have the right after giving reasonable notice to use, install, maintain and repair pipes, wires, ducts, and other installations in, under or through the walls, ceilings and floors of the demised premises for or in connection with the supply of any services or utilities to the demised premises or to any part of the building in which to demised premises are contained and the right to do such work in the demised premises as the Lessor may deem reasonably necessary to preserve or protect the demise premises or the building in which the demised premises are contained and for such purposes shall be entitled to enter at reasonable times or authorize any other person to enter the demised premises.

15. RE-ENTRY BY LESSOR

(1) When:
(a) the Lessee shall be in default in the payment of any rent whether lawfully demanded or not;

(b) the Lessee shall be in default of any of its covenants, obligations or agreements hereunder (other than its covenant to pay rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer period as may be reasonably required in the circumstances to cure such default after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied, or

(c) without prejudice to any other rights or remedies available to the Lessor, the Lessee covenants and agrees that if the Term hereby granted or any of the goods and chattels of the Lessee on the demised premises shall be at any time during the Term hereof seized or taken in execution or attachment by any creditor of the Lessee or a receiver or receiver and manager shall enter into possession of the demised premises or if the Lessee shall make any assignment for the benefit of creditors, or any bulk sale, or becoming bankrupt or insolvent shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors, or if a receiving order is made against the Lessee, or if any order shall be made for the winding up of the Lessee, or if the demised premises shall become and remain vacant for a period of fifteen (15) days without the written consent of the Lessor, or if the demised premises are closed for business for a period of fifteen (15) days without the written consent of the Lessor, which consent shall not be reasonable withheld if requested within the said 15-day period, or be used by any other persons than such as are entitled to use them under the terms of this lease, or if the Lessee shall without the written consent of the Lessor (which consent shall not be reasonable withheld) abandon or attempt to abandon the demised premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the demised premises so as there would not in any event of such abandonment, sale or disposal be sufficient goods on the demises premises subject to distress to satisfy the rent above due or accruing due, or if the demised premises subject to distress to satisfy the rent above due or accruing due, or if the demised premises are used for a purpose other than that as herein provided, or

(d) If any insurance policy is cancelled or not renewed by an insurer by reason of the use or occupation of the demised premises, then and in any of such cases the then current month’s rent and the next ensuing three (3) month’s rent together with all additional charges payable by the Lessee hereunder shall immediately become due and payable, and at the option of the Lessor the Term shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the demises premises, or any part thereof in the name
of the whole and repossess and enjoy the same as of its former estate, anything contained in any
statute or law to the contrary notwithstanding, provided, however, that such forfeiture shall be
wholly without prejudice to the right of the Lessor to recover arrears of rent and accelerated rent or
damages for any antecedent breach of the covenants, obligations and agreements on the part of the
Lessee and provided further that notwithstanding any such forfeiture the Landlord may
subsequently recover from the Lessee damages for loss of rent and any other matter whatsoever
suffered by reason of this lease having been prematurely determined. For the purpose of
clarification and subject to the acceleration of the next ensuing three (3) months’ rent as
hereinbefore provided, the rent for the Term and any renewals shall not be accelerated.

(2) If the Lessor does not exercise its option under this paragraph to terminate this lease, it
may nevertheless in the events set out in paragraph 15 (1) hereof from time to time re-enter the
demised premises without terminating this lease, make such alterations and repairs as may be
reasonably necessary in order to relet the demises premises, and relet the demises premises or any
part thereof as agent for the Lessee for such period or periods and at such rental or rentals and upon
such other terms and conditions, as the Lessor in its sole reasonable discretion may deem
advisable. Upon each such reletting all rentals received by the Lessor from such reletting shall be
applied, first, to the payment of any indebtedness other than rent due from the Lessee to the Lessor,
second, to the payment of any reasonable costs and expenses of such reletting, including brokerage
fees and solicitors’ fees and of costs of such alterations and repairs; third, to the payment of rent
and accelerated rent due and unpaid, and the residue, if any shall be held by the Lessor and applied
in payment of future rent as the same may become due and payable. If such rentals received from
such reletting during any month be less than that to be paid during that month by the Lessee, the
Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid
monthly. No such re-entry of taking possession of the demised premises by the Lessor shall be
construed as an election on its part to terminate this lease unless a written notice of such intention
be given to the Lessee or unless the termination thereof be decreed by a court of competent
jurisdiction. Notwithstanding any such reletting without termination, the Lessor may at any time
thereafter elect to terminate this lease by reason of such previous event. Should the Lessor at any
time terminate this lease by reason of any such event, in addition to any other remedies it may
have, they may recover from the Lessee all damages it may incur with respect thereto, including the
cost of recovering the demised premises, and including the worth at the time of such termination of
the excess, if any, of the amount of rent and other sums reserved in this lease for the remainder of
the Term over the then reasonable rental value of the demised premises for the remainder of the
Term, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

(3) The lessee waives and renounces the benefit of any present or future statute purporting
to limit or qualify the Lessor’s right to distrain and agrees with the Lessor that in any of the cases
described in paragraph 15 (1) hereof the Lessor in addition to the other rights hereby reserved to it
shall have the right to enter the demised premises and to take possession of any goods or chattels
whatsoever on the demised premises, save and except any such goods and chattels as are owned by
any occupiers of the demised premises having Lessor’s consent pursuant to paragraph 15 (1) of this
lease, and to sell the same at public or private sale without notice and apply the proceeds of such
sale on account of rent or in satisfaction of the breach of any covenant, obligation or agreement
herein contained and the Lessee shall remain liable for the deficiency, if any. The Lessor may use
any keys in its possession or may enter the demised premises by breaking the locks or otherwise forcing the doors or windows of the demised premises and this shall constitute the Lessor’s irrevocable licence for so doing and the Lessor shall not be liable for any prosecution therefore. Notwithstanding anything contained in the Landlord and Tenant Act (Ontario) or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same, none of the goods and chattels of the Lessee at any time during the continuance of the Term shall be exempt from levy by distress for rent; and that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this provision may be pleaded as an estoppel against the Lessee in any action brought to test the right of the levying upon any such goods as are named as exempted in the said Act, the Lessee waiving as it hereby does all and every benefit that it would or might have with regard thereto.

(4) In case of removal by the Lessee of the goods and chattels of the Lessee from the demised premises, the Lessor may follow the same for thirty (30) days in the same manner as is provided for in the Landlord and Tenant Act (Ontario), or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same.

16. EXHIBIT DEMISED PREMISES

During the three hundred and sixty-five (365) days prior to the expiration of the Term, the Lessor may exhibit the demised premises to prospective lessees and place upon the demised premises notices “To Let” which notices the Lessee shall permit to remain without molestation. The Lessor at any time during the Lessee’s usual business hours may exhibit the demised premises to prospective purchasers or mortgagees.

17. LESSEE NOT TO DAMAGE THE ENVIRONMENT

No activity shall be carried on or act committed or omitted by the Lessee, its servants, agents and/or invitees upon or within the demised premises which may result in any discharge and/or spill of contaminants into the natural environment and no hazardous substance or other contaminant shall be brought, stored or placed upon the demised premises. The Lessee shall indemnify the Lessor against all claims, demands, loss, penalties, expenses, costs, damages, actions suits, or other proceedings by whomsoever made, brought or prosecuted in any manner whatsoever based upon, occasioned by or attributed to a breach of this covenant.

18. NOTICES

(1) All notices, demands and requests which may be or are required to be given under this lease shall be in writing and shall be served personally at, or sent by prepaid registered mail to the address of such party shown in this lease or to such other address as such party may from time to time designate by written notice to the other. Notices, demands and requests which shall be served in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereof in the case of those personally served, on the day of such service and in the case of those given by registered mail, on the third banking day following the mailing thereof, provided that in the case of disruption of the postal services such notices, demands and requests, shall be delivered personally.
The Lessor’s address for service is:
L and B Properties
c/o Larry Berry
303 - Water Street
Prescott, ON K0E 1T0
Telephone: 613-925-0081 Cell: 613-349-8142

The Lessee’s address for service is:
Cornwall, Stormont, Dundas and Glengarry Emergency Medical Services
601 Campbell Street
Cornwall, ON K6H 7B7
Telephone 613-930-2787 ext. 2114 Office of the Chief
Telephone 613-937-7500 Office of the Captain on Duty
Fax 613-937-0245

19. NON-WAIVER
Any excusing, condoning or overlooking by the Lessor of any default, breach or non-observance by the Lessee at any time of any covenant, proviso, condition or regulation in this lease shall not operate as a waiver of the Lessor’s rights hereunder in respect of any subsequent default, breach or non-observance of terms of this lease and shall not defeat or affect in any way the Lessor’s rights in respect of any subsequent default or breach.

20. SEVERABILITY
If any covenant, obligation or agreement of this lease or the application thereof to any person or circumstance shall to an extent be invalid or unenforceable, the remainder of this lease or the application of such covenant, obligation or agreement to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall be separately valid and enforceable to the fullest extent permitted by law.

21. REGISTRATION OF NOTICE
The Lessee shall not register this lease: provided that the Lessee shall have the right to register a Notice of Lease, provided that the rent is not noted therein.

22. TIME OF ESSENCE
Time shall be of the essence of this lease, except as herein otherwise provided.

23. HEADINGS AND MARGINAL NOTES
The article headings, section headings and marginal notes of this lease have been inserted for convenience of reference only and do not form part of this lease, nor may such be referred to in the interpretation hereof.
24. **FORCE MAJEURE**

Notwithstanding any provision contained in this lease, neither the Lessor nor the Lessee shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease, respectively, if such default is due to any strike, lock-out, civil commotion, inability to obtain any material or service(s) or other cause beyond their control, (such event hereinafter referred to as a “force majeure”) and this lease shall not be deemed to be terminated or rendered of no effect by reason thereof.

25. **ASSIGNS**

This lease together with the schedules annexed hereto and forming part hereof shall bind and enure to the benefit of the Lessor, its successors and assigns, and of the Lessee, its heirs, successors, legal personal representatives and approved assigns pursuant to paragraph 8 of this lease.

**IN WITNESS WHEREOF** the parties hereto have duly executed this lease.

SIGNED, SEALED & DELIVERED L and B Properties
Per: Barbara Berry

The Corporation of the City of Cornwall
Per: Mayor
SCHEDULE “A”

Part of Lot 17, Plan A, Township of South Dundas (formerly Village of Morrisburg) County of Dundas, Province of Ontario, @ 12433 County Road #2.