

## **LEASE AGREEMENT**

**THIS AGREEMENT** effective the 15<sup>th</sup> day of January, 2024.

**B E T W E E N:**

**MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY  
operating as the MIDDLESEX-LONDON PARAMEDIC SERVICE  
("Tenant")**

- and -

**THE CORPORATION OF THE COUNTY OF MIDDLESEX  
("Landlord")**

WHEREAS:

- A. The Landlord is an upper-tier municipality in Ontario, Canada, governed by a Warden and County Council ("**Council**") and operated by its administration;
- B. The Tenant is a municipal services board responsible for managing and operating land ambulance branches within the jurisdictional service area of the County of Middlesex and the City of London ("**Service Delivery Area**");
- C. The Landlord is the registered owner of the property municipally known as 340 Waterloo Street, London, ON, N6B 2N6, and legally described as LT 4, PL 226(E), (PL 232(E)); London (PIN 08318-0029 (LT)), being all of Lot 4, and PT LTS 1, 2 & 3, PL 226(E), (PL 232(E)), as in ED51775; T/W, if any, ED51775; London (PIN 08318-0030 (LT)), being part of Lots 1-3 ("**Property**"); and
- D. The operation of an ambulance station is required for land ambulance service delivery in the Service Delivery Area, and the Parties have agreed to enter into this Agreement for the purpose of the Landlord leasing the entire Property, with an estimated rentable area of 13,046 square feet, to the Tenant for such operation.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the rents, terms, covenants and provisions herein, the receipt of sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

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

### **Definitions**

2. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:
  - a. "**Agreement**" means this lease Agreement, as it may be amended, modified, supplemented, or restated by written agreement between the Parties from time to time.
  - b. "**Business Day**" means any day excluding a Saturday, Sunday, or statutory holiday in the Province of Ontario.

- c. **“Communication”** means any notice, demand, request, consent, approval or other communication required or permitted by this Agreement to be given or made by a Party.
- d. **“Parties”** means the Landlord and the Tenant collectively, and **“Party”** means either one of them.

### Covenants

3. The Parties agree that all obligations contained in this Agreement, whether or not expressly stated as covenants, shall be deemed to be covenants.

### Term

4. Subject to the termination and amendment provisions of this Agreement, the period of tenancy shall commence on January 15, 2024, and shall continue until December 31, 2043, for a period of twenty (20) years (**“Term”**). At the end of the Term, the Parties reserve the right to further discuss lease extensions.

### Right to Use

5. The Landlord hereby grants to the Tenant the exclusive right to utilize the entire Property, where the Tenant may operate an ambulance station for the Term of this Agreement (**“Rented Space”**).

### Rent

6. Commencing on January 15, 2024, the Tenant shall pay to the Landlord the following rent rates for the duration of the Term (**“Rent”**), with each monthly payment due on the 15<sup>th</sup> day of each month during the Term.

Year	From	To	Monthly Payment	Annual Base Rental	Estimated Rentable Area (square feet)
2024	January	December	\$22,559	\$259,425	13046
2025	January	December	\$23,010	\$276,119	13046
2026	January	December	\$23,470	\$281,641	13046
2027	January	December	\$23,939	\$287,274	13046
2028	January	December	\$24,418	\$293,019	13046
2029	January	December	\$24,907	\$298,880	13046
2030	January	December	\$25,405	\$304,857	13046
2031	January	December	\$25,913	\$310,954	13046
2032	January	December	\$26,431	\$317,173	13046
2033	January	December	\$26,960	\$323,517	13046
2034	January	December	\$27,499	\$329,987	13046
2035	January	December	\$28,049	\$336,587	13046
2036	January	December	\$28,610	\$343,319	13046
2037	January	December	\$29,182	\$350,185	13046
2038	January	December	\$29,766	\$357,189	13046
2039	January	December	\$30,361	\$364,333	13046
2040	January	December	\$30,968	\$371,619	13046
2041	January	December	\$31,588	\$379,052	13046
2042	January	December	\$32,219	\$386,633	13046
2043	January	December	\$32,864	\$394,365	13046

### Additional Payment

7. The Property is rented on a triple net basis, and in addition to the Rent set forth in section 7, the Tenant shall be responsible for the following additional payments:
  - a. The Tenant's cost of insuring the Property in accordance with this Agreement. For clarity, all insurance obligations under this Lease are the responsibility of the Tenant. If the Landlord incurs any costs for insuring the Property, the Tenant shall reimburse the Landlord for such insurance costs.
  - b. Building repair and maintenance costs which are not structural in nature.
  - c. The Tenant's costs for public utilities at the Property, including gas, water, electrical power, energy, steam, and hot water.
  - d. Any costs incurred by the Landlord for providing machinery, supplies, equipment, materials, payments to independent contractors, or any other services provided by the Landlord to the Property which are not for structural purposes, including capital repairs. Capital repairs that are not related to the structure may be performed by the Landlord and then recovered from the Tenant on an amortized basis in monthly installments of Additional Rent.
  - e. The Landlord's property taxes relating to the Property (if applicable).
  - f. The cost of landscaping and snow plowing, inclusive of the entire Property and parking lot.
  - g. All expenses required for maintenance and operation of the Property other than structural expenses.

#### **Tenant's Covenants**

8. The Tenant covenants with the Landlord:
  - a. **Rent** – to pay the Rent, including but not limited to, any additional payments or other charges payable to the Landlord under this Agreement.
  - b. **Utilities** – to pay and discharge, as they become due, all charges for public utilities at the Property, including gas, water, electrical power, energy, steam, and hot water. This includes any fittings, machines, apparatus, meters, or other necessary equipment leased or used in connection with utilities, as well as any work or services performed by utility providers.
  - c. **Condition of the Property** – to keep the Property in a clean and tidy condition and not permit garbage, ashes, waste, or objectionable material to accumulate on the Property. The Tenant shall be responsible for maintaining the driveways, walks, grounds, sidewalks, curbs, and parking areas at its own expense, including landscaping and snow removal.
  - d. **Building Maintenance and Repairs** – to be responsible for all non-structural maintenance and repair costs. The Tenant shall permit the Landlord to inspect the condition of the Property at reasonable times and, if maintenance is found to be necessary, to complete the required maintenance within three (3) calendar months of receiving notice from the Landlord.
  - e. **Heating and Air Conditioning** – to heat and air condition the Property at its own

expense.

- f. **Insurance** – to insure the Property in accordance with the terms of this Agreement. The Tenant is responsible for all insurance obligations. If the Landlord incurs any costs related to insuring the Property, the Tenant shall reimburse the Landlord for such costs.
- g. **Nuisance** – to not permit any activity or use on the Property that constitutes a nuisance. For clarity, sirens, the sounds of running trucks, or other regular by-products of operating an ambulance station will not be considered a nuisance.
- h. **Alterations, Installations, and Trade Fixtures** – to make only cosmetic alterations (such as paint, carpet, tile, etc.) to the Property without altering its structure or systems (e.g., heating, ventilation, air conditioning, plumbing, electrical). Notice of such alterations must be provided to the Landlord prior to commencing the work. The Tenant may install trade fixtures, which shall be removable upon termination of this Agreement.
- i. **Furnishings** – to be fully responsible for its own furnishings within the ambulance station.
- j. **Landlord Services** – to reimburse the Landlord for any costs incurred in providing machinery, supplies, equipment, materials, payments to independent contractors, or other services to the Property, excluding structural services.
- k. **General Responsibility** – to be responsible for all operations related to the ambulance station, including managing employees, members, officers, directors, agents, representatives, and consultants engaged in its operations.
- l. **Assignment and Subletting** – The Tenant may assign or sublet its rights under this Agreement to sub-tenants, governmental agencies, or not-for-profit organizations with the prior written consent of the Landlord. The Tenant will remain responsible for all obligations under this Agreement even if subletting.

### Landlord's Covenants

- 9. The Landlord covenants with the Tenant:
  - a. **Quiet Enjoyment and Access** – for the entirety of the Term and any renewals thereof, to provide the Tenant with quiet enjoyment of the Property and allow the Tenant unrestricted access to the Property at any time or hour as desired by the Tenant.
  - b. **Good State of Repair** – to deliver the Property to the Tenant in a good state of repair.
  - c. **Structural Maintenance and Repair** – to maintain, repair, and replace, with due diligence and at 100% of its own expense, the structural elements of the Property, including the foundation, load-bearing walls, roof (excluding the roof membrane), heating, ventilation, mechanical, plumbing, electrical systems, and the structural base of the parking lot.
  - d. **Parking Lot** – to pay for the general repair, maintenance of the parking lot, including asphalt maintenance, repair and replacement, structural base, grading, and drainage.
  - e. **Tenant Allowances** – to allow the alterations, installations and trade fixtures, assignment, and subletting set out in sections 9i. and 9l.

### Liability, Indemnification and Insurance

#### Tenant's Indemnification

- 10. The Tenant agrees to release, indemnify, defend, and hold harmless the Landlord, including its councillors, Warden, employees, officers, directors, representatives, and legal counsel,

from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of any kind or nature whatsoever at law or in equity, which arise out of or are related to any loss, damage, or injury to any person or property (including injury resulting in death) that:

- a. occurs on the Property; and
- b. is caused by the Tenant's employees, members, officers, directors, sub-tenants, agents, authorized users, representatives, or consultants in the course of their duties for the Tenant;

Save and except those claims which:

- i. are caused by the Landlord's employees, officers, directors, agents or consultants, while performing duties required by this Agreement; and/or
- ii. involve injuries to the Landlord's employees engaged in the course of their employment for the Landlord, which are covered by WSIB; and/or
- iii. are caused by the willful or negligent conduct of the Landlord.

#### Tenant's Insurance Coverage

11. The Tenant agrees that it shall, at its own expense, obtain and maintain in full force and effect throughout the term of this Agreement, any renewals thereof, and for an additional three (3) years following termination, the following insurance policies:

- a. **Property Insurance:** Coverage against loss, damage, or destruction caused by fire and extended perils, on terms and conditions consistent with what a prudent owner of a similar building would maintain, having regard to the size, age, and location of the Property. The amount of coverage shall be determined by the Landlord but shall be commercially reasonable. The Landlord shall be a named insured under this policy.
- b. **Automobile Liability Insurance:** Owned and non-owned automobile liability insurance with inclusive limits of at least five million dollars (\$5,000,000.00).
- c. **Commercial General Liability Insurance ("CGL"):** Insuring against damages to persons (including personal injury and death) and property, with coverage for contractual liability, employer's liability, and employee benefits liability. The CGL shall:
  - i. include the Landlord as additional insured;
  - ii. contain a cross-liability clause and a severability of interests clause endorsement;
  - iii. include coverage for contractual liability arising out of this Agreement;
  - iv. include tenant's liability (all risks) coverage for all obligations pursuant to the Rental Agreement; and
  - v. not be subject to a deductible limit in excess of twenty-five thousand dollars (\$25,000.00).

CGL coverage shall be at least five million dollars (\$5,000,000.00) per occurrence or such greater amount as may reasonably be required. The policy must include a provision that provides thirty (30) days' prior written notice to the Landlord in the event of cancellation or changes to the coverage that would affect the Parties.

- d. **Errors and Omissions Insurance:** Coverage for errors and omissions arising from the operations of the Tenant's employees (including employee benefits liability), in an amount not less than five million dollars (\$5,000,000.00), including the Landlord as an additional insured.

- e. A certificate of insurance evidencing the coverage shall be provided to the Landlord at the commencement of this Agreement, any renewal periods, and three (3) years following termination. The Tenant shall notify the Landlord of any changes and provide an updated certificate of insurance reflecting such changes. Ninety (90) days' notice is required for cancellation or non-renewal. The insurance obligations shall survive the termination of this Agreement.
- f. Upon request, the Tenant shall provide the Landlord with proof of insurance, identifying all lines of coverage required by this Agreement by means of a Certificate(s) of Insurance.

#### Landlord's Indemnification

12. The Landlord agrees to release, indemnify, defend, and hold harmless the Tenant, including each of its respective members, chair, directors, chief, councillors, employees, sub-tenants, officers, directors, representatives, agents, legal counsel and consultants (as applicable), from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed which arise out of or are related to any loss, damage or injury to any person or property (including injury resulting in death) that is caused by the Landlord's own employees, officers, directors, agents and consultants, wherever situate, acting in the course of their duties and/or performing obligations required under this Agreement;

Save and except those claims which:

- a. occur on the Property and does not involve a Landlord employee, officer, director, agent or consultant acting in the course of their duties and/or performing obligations required under this Agreement;
- b. are sustained by the Tenant's or the Tenant's sub-contractor(s)' employees during the course of their employment and covered by WSIB; and/or
- c. are caused by the negligence or willful conduct of the Tenant, its authorized users, sub-tenant(s), or those for whom the Tenant is legally responsible.

#### **Termination**

13. This Agreement may be terminated at any time upon mutual written agreement between both Parties. The termination will be deemed effective six (6) months from the date of such agreement to allow the Parties to calculate all expenses up to the effective date of termination.
14. In the event of termination pursuant to this Agreement, any outstanding monies owed to the Landlord must be paid in full prior to the termination date. Additionally, if the Tenant has paid for services or occupancy that the Landlord has not yet provided, such amounts shall be refunded by the Landlord to the Tenant.
15. Upon termination of this Agreement, the Tenant agrees to remove its permitted chattels and trade fixtures and vacate the Property, leaving it in good repair, except for reasonable wear and tear.

#### **Tenant Default**

16. The following shall constitute an "Event of Default" under this Agreement:

- a. Failure to make any Annual Payment installment within five (5) days after receiving written notice from the Landlord to the Tenant;
- b. If the Tenant breaches any of its obligations under this Agreement and, after receiving written notice from the Landlord, the Tenant fails to remedy the breach to the Landlord's satisfaction, in its sole discretion, within fifteen (15) days or within an extended period granted by the Landlord in writing;
- c. If the Tenant becomes bankrupt or insolvent, takes advantage of any statute for bankrupt or insolvent debtors, makes a proposal, assignment, or arrangement with its creditors, or if steps are taken or proceedings commenced for the dissolution, winding-up, or other termination of the Tenant's existence or liquidation of its assets, and the Tenant fails or refuses to assume the obligations under this Agreement.
- d. If the Tenant makes an assignment or sublease that is not in compliance with this Agreement; or
- e. If any insurance policy covering any part of the Property is canceled or threatened to be canceled as a result of any act or omission by the Tenant or anyone for whom it is legally responsible.

### **Default Remedies**

17. If an Event of Default occurs, the Landlord may exercise the following rights, without prejudice to any other legal rights or remedies:
  - a. The Landlord may terminate this Agreement, re-enter and repossess the Rented Space, remove all persons and property, and store such property at the Tenant's expense and risk.

### **Damage by Fire or Elements**

18. If, during the Term of this Agreement or any renewal, the Property is destroyed or damaged by fire or other elements and no other termination provisions in this Agreement have been invoked or are in effect, the following shall apply:
  - a. If the damage is so severe that, in the opinion of the Landlord's architect or professional engineer, the Property is unfit for occupancy and cannot be repaired with reasonable diligence within 180 days, the Tenant may choose to terminate this Agreement. Upon termination, the Tenant shall surrender possession of the Property, and the Landlord shall refund any prepaid rent for the period after the damage.
  - b. If the Property can be repaired and made fit for occupancy within 180 days, as determined by the Landlord's architect or professional engineer, the Landlord shall make the repairs with reasonable speed. During the repair period, the Tenant is not required to pay rent, and any rent already paid for the period of repair shall be refunded. Regular rent payments will resume once the repairs are completed.

### **Signage**

19. The Tenant may, during the Term, erect, paint, display, maintain, alter, or remove signs on the interior and exterior walls of the Property, provided that all signs are dignified in appearance. Upon removing any signs, the Tenant shall restore the Property to its original condition, except for reasonable wear and tear.

### **Notices**

20. Any Communication under this Agreement shall be in writing and may be delivered:
- a. personally or by courier;
  - b. by prepaid registered mail; or
  - c. by e-mail or other electronic means, provided that a hard copy of the Communication is also delivered by one of the methods referred to above.

21. Any Communication shall be delivered to the persons and addresses as follows:

**to the Landlord:**

399 Ridout Street North  
London, ON N6A 2P1  
Email: cao@mdlsx.ca

**to the Tenant:**

1035 Adelaide Street South  
London, ON N6E 1R4  
Tel: 519-679-5466

or to any other address as any Party may at any time advise the other by Communication given or made in accordance with this clause.

22. Any communication delivered to a Party will be deemed given and received on the day it is delivered to that Party's address, provided that if the day is not a Business Day, the communication will be deemed given and received on the next Business Day. Any communication transmitted by facsimile, e-mail, or other equivalent electronic means will be deemed given and received on the day of transmission; however, if transmitted on a non-Business Day or after 4:00 p.m. (recipient's local time), it will be deemed given and received on the next Business Day.

**Further Assurances**

23. The Parties agree to do, execute, acknowledge, deliver, and cause to be done such acts, agreements, and documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

**Amendment and Waiver**

24. No amendment, modification, restatement, supplement, termination, or waiver of this Agreement, or any part thereof, is binding unless in writing and executed by the Parties to be bound. No waiver, failure to exercise, or delay in exercising any provision of this Agreement constitutes a waiver of any other provision (whether or not similar), nor does any waiver constitute a continuing waiver unless expressly stated.

**Enurement**

25. This Agreement enures to the benefit of and is binding upon the Parties and their respective councils, members, administrators, employees, successors, agents, representatives, consultants, and permitted assigns.

**Dispute Resolution**

26. Upon a written request from one Party to the other to resolve any disputes arising from this



Agreement, the Parties agree to resolve such disputes as follows. Upon receipt of the written request, the Parties shall first attempt to resolve the dispute through formal negotiation between their appointed representatives. If the dispute is not resolved within thirty (30) days of the receiving Party's receipt of the written request, the Parties shall engage in structured negotiations, on a without prejudice basis, with the assistance of a mutually appointed mediator. If the dispute remains unresolved within ninety (90) days of the written request, or such longer period as agreed by the Parties, the dispute shall be referred to arbitration, which will finally resolve the matter. The arbitration shall be conducted in accordance with the *Ontario Arbitration Act, 1991*, c. 17, as amended.

### **Entire Agreement**

27. This Agreement, including any schedules and appendices, constitutes the entire agreement between the Parties with respect to the rental of the Rental Space and associated liabilities. It supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties. The Parties acknowledge that there are no representations, warranties, or other agreements between them regarding the subject matter of this Agreement except as specifically set out herein and in any schedules or appendices. No Party has been induced to enter into this Agreement in reliance on any warranty, representation, opinion, advice, or assertion of fact, except to the extent that it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

### **Voluntary Enforceable Agreement**

28. The Parties warrant that this Agreement is entered into voluntarily, and each Party has had the opportunity to seek advice from separate and independent legal counsel regarding the terms of this Agreement.
29. The Landlord and the Tenant agree that they each have the legal right and ability to enforce the provisions of this Agreement against the other, and both Parties are estopped from pleading or asserting otherwise in any action or proceeding.

### **Endorsement & Counterparts**

30. This Agreement may be executed and initialed by the Parties using original or electronic signatures and delivered in separate counterparts by e-mail or other functionally equivalent electronic means. The execution and delivery of this Agreement in such manner shall be deemed to effectively bind the Parties and comply with the requirements of the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended or replaced. Each counterpart will be considered an original, and together, they shall constitute one and the same instrument.

### **Severability**

31. Each section of this Agreement is distinct and severable. If any section, in whole or in part, is or becomes illegal, invalid, void, voidable, or unenforceable in any jurisdiction by a court of competent jurisdiction, such illegality, invalidity, or unenforceability will not affect:
- a. the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

### **Governing Law**

32. This Agreement is governed by, and shall be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

**MIDDLESEX-LONDON EMERGENCY MEDICAL SERVICES AUTHORITY operating as the MIDDLESEX-LONDON PARAMEDIC SERVICE**

Date: \_\_\_\_\_, 2024

Per: \_\_\_\_\_  
Bill Rayburn, CEO

*I have authority to bind the municipal services board*

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**

Date: \_\_\_\_\_, 2024.

Per: \_\_\_\_\_  
Aina DeViet, Warden

*I have authority to bind the municipal corporation*