

## LEASE AGREEMENT

Effective the 1<sup>st</sup> day of October, 2018

### BETWEEN:

#### THE CORPORATION OF THE CITY OF KAWARTHA LAKES

as Landlord  
(the "Landlord")

- and -

#### ERIC B. ROBINSON LIMITED

as Tenant  
(the "Tenant")

### RECITALS:

- a) The Landlord is the registered owner of certain Premises municipally known as 3187 Highway 35, Lindsay, and legally described as Part of the North Half of Lot 23, Concession 3, Part of Lot 24, Concession 3, Part of the South Half of Lot 25, Concession 3 as in VT63568, A12243 & VT63532 Except Highway 462 & A13985, in the Geographic Township of Ops, City of Kawartha Lakes, being PIN: 63202-0168 (LT). This parcel of land is known as the "Municipal Airport."
- b) The Tenant wishes to lease a portion of the "Municipal Airport," specifically the south hangar and surrounding grass and gravelled area, together with access to the apron and runway, which is more specifically shown in orange on the attached Schedule A.

**AND THEREFORE IN CONSIDERATION** of the rents and other good and valuable consideration payable to the Landlord by the Tenant, the parties agree as follows:

### ARTICLE 1.00: LEASED PROPERTY

- 1.01 The Landlord hereby grants to the Tenant use of the south hangar and surrounding grass and gravelled area, together with access to the apron and runway (the "Premises"). The Tenant shall have access to the apron and runway at no additional cost to the Tenant and the Landlord shall ensure that the Airpark operator maintains the surface conditions in a clear and safe manner.
- 1.02 The Tenant hereby accepts the Premises in their present condition as of the date hereon and will limit his activities to the boundaries of such leased parcel and will not call upon the Landlord to do or pay for any work or supply any equipment to make the Premises more suitable for the proposed use by the Tenant hereunder.

## **ARTICLE 2.00: TERM OF THE LEASE**

2.01 This Lease shall be for a term commencing the 1<sup>st</sup> day of October, 2018, and expiring the 30<sup>th</sup> day of September, 2019 (the "Term"), unless terminated in accordance with the provisions of this Lease.

## **ARTICLE 3.00: RENT**

3.01 During the Term of this Lease, the Tenant agrees to and shall pay the Landlord an annual fee of \$6,551.40, plus HST. This fee shall be payable in equal monthly installments of \$545.95, plus HST, on the first day of each and every month of the Term.

3.02 The Tenant shall pay as additional rent for the 10,000 square foot gravel area and 3,000 square foot grass area as shown on the attached sketch, the amount of \$0.20 per foot per annum, for a total of \$2,600.00, plus HST, payable monthly in the amount of \$216.67, plus HST.

3.03 The Tenant shall also pay as additional rent all applicable municipal and other taxes in relation to the hangar and Premises in question which, in relation to Municipal taxes, are estimated to be in the amount of \$5,811.36, payable monthly in the amount of \$484.28.

## **ARTICLE 4.00: ADDITIONAL RENT**

4.01 The Tenant agrees to pay the following expenses related to the Premises as Additional Rent:

- a) Utilities (including, but not limited to, gas, electricity, water, heat, air-conditioning);
- b) Services supplied to the Premises, provided that this does not in any way oblige the landlord to provide any services, unless otherwise agreed in this Lease;
- c) Maintenance;
- d) Any tax or duty imposed upon, or collectable by the Tenant which is measured by or based in whole or in part directly upon the Rent including, without limitation, the goods and services tax, value added tax, business

transfer tax, retail sales tax, federal sales tax, excise tax or duty or any tax similar to any of the foregoing;

- e) Real property taxes, rates, duties and assessments including such portion of real property taxes formerly known as business taxes. The Landlord shall have the right to determine the assessment value of the Premises, acting reasonably, bearing in mind, current principles of assessment, previous assessments and the proportionate share that the rentable area of the Premises is to the total rentable area of all premises in the building of which the Premises forms a part (if applicable). The assessment value of the Premises as determined aforesaid shall be multiplied by the current tax rate of the Premises to determine the real property taxes payable as Additional Rent;

- 4.02 If any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense.
- 4.03 The Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant and provided herein.
- 4.04 If the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- 4.05 If the Tenant enjoys the use of any common areas and facilities not included in the Premises, the Tenant shall pay his proportionate share of the foregoing expenses relating to such common areas and facilities.
- 4.06 From time to time during the Term the Landlord may, acting reasonably, re-estimate the amount of the Additional Rent and shall fix monthly installments for the then remaining balance of the Term so that the Landlord's estimate, original or revised, of Additional Rent will have been entirely paid during that Term. The Landlord shall make a final determination of Additional Rent for the Term within 120 days of the Landlord's financial year end, which shall be binding upon both

parties and shall provide the Tenant with a statement of the Additional Rent for the Term. The Landlord and the Tenant shall expeditiously make any necessary readjusting payment; provided that the Tenant may not claim a re-adjustment based solely upon any error of estimation, determination, or calculation unless claimed in writing within 6 months after the Term to which the claim relates.

- 4.07 All payments made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Article 12.00 or to such other place as the Landlord may from time to time direct in writing.
- 4.08 All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus 2%.
- 4.09 The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing.
- 4.10 No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any rent owing.

#### **ARTICLE 5.00: COVENANTS**

- 5.01 The Tenant covenants and agrees as follows:
  - a) to pay the Rental Fee and Additional Rent as set out in Article 3.00 and Article 4.00;
  - b) to not do or permit to be done anything which may:
    - a. constitute a nuisance;
    - b. cause damage to the Premises;
    - c. cause injury or annoyance to occupants of neighbouring premises;
    - d. make void or voidable any insurance upon the Premises; or

- e. constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- c) to ensure that no refuse, litter, garbage or loose or objectionable material accumulates in or about the Premises;
- d) to pay, upon termination of this Lease, the Landlord reasonable compensation for any damages to the Premises for which the Tenant is responsible; the Landlord, acting reasonably, may determine the quantum of which;
- e) to comply with all federal, provincial and municipal laws, rules, regulations and by-laws and to indemnify and hold the Landlord harmless from the consequences of its failure to do so; and
- f) not to prohibit the Landlord access to any part of the Premises.

5.02 The Landlord covenants and agrees as follows:

- a) that the Airpark is operated by the Airpark operators according to standards set by Transport Canada. Should any deficiencies come to the attention of the Tenant, the Tenant shall advise the Landlord who will ensure that corrective work is undertaken and completed by the Airpark operators within 60 days of such notice being provided to the Landlord;
- b) that the Airpark is maintained by the Airpark operators in accordance with all other legislative and regulatory requirements. Should there be any deficiencies, the Tenant shall advise the Landlord who will ensure that corrective work is undertaken and completed by the Airpark operators within 15 days of such notice being provided to the Landlord; and
- c) that the Tenant shall be permitted to attached signage to the building and have a free standing flag pole subject to the approval of the Landlord and provided same does not interfere in any way with the safe operation of the Airpark and provided same meets with all legislative and regulatory requirements;

## **ARTICLE 6.00: ALTERATIONS BY TENANT**

6.01 If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including, but not limited to, erecting partitions, attaching equipment, and installing necessary furnishings or additional

equipment of the Tenant's business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:

- a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additional items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan, and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold its approval;
  - b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- 6.02 The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- 6.03 No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- 6.04 All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- 6.05 The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- 6.06 If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 6.07 Other than as provided in section 6.06 above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
- a) the removal is in the ordinary course of business;

- b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
- c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- 6.08 The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or removal or both.
- 6.09 The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

#### **ARTICLE 7.00: INSURANCE**

- 7.01 During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:
  - a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord, and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements;
  - b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable;
  - c) rental income protection insurance with respect to fire and other perils to the extent of one year's Rent payable under this Lease;

but such insurance and any payment of the proceeds thereof to the Landlord shall not relieve the Tenant of his obligations to continue to pay rent during any period of rebuilding, replacement, repairing or restoration of the Premises except as provided in Article 8.00.

- 7.02 The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. The Tenant further covenants to indemnify the Landlord with respect to any encumbrances on or damage to the Premises accessioned by or arising from the act, default, or negligence of the Tenant, his officers, agents, servants, employees, contractors, customers, invitees or licensees and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- 7.03 The Tenant shall carry insurance in his own name to provide coverage with respect to the risk of business interruption to an extent sufficient to allow the Tenant to meet his ongoing obligations to the Landlord and to protect the Tenant against loss of revenues.
- 7.04 The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.
- 7.05 The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement.
- 7.06 The Tenant shall provide the Landlord with a Certificate of Insurance as confirmation of the above-noted insurance, and with copies of the policies should the Landlord request same.

## **ARTICLE 8.00: DAMAGE TO THE PREMISES**

- 8.01 If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply;
- a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of surrender shall abate;
  - b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction,



but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligations to pay Rent shall resume immediately after the necessary repairs have been completed;

- c) if the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

8.02 Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

8.03 Apart from the provisions of Section 8.01 there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

## **ARTICLE 9.00: ACTS OF DEFAULT AND LANDLORD'S REMEDIES**

9.01 An Act of Default has occurred when:

- a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- b) the Tenant has breached his covenants or failed to perform any of his obligations under this Lease; and
  - i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
  - ii) the Tenant has failed to correct the default as required by the notice.
- c) the Tenant has:
  - i) become bankrupt or insolvent or made an assignment for the benefit of creditors;
  - ii) had its property seized or attached in satisfaction of a judgment;

- iii) had a receiver appointed;
  - iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the City's property;
  - v) without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies;
  - vi) taken action if the Licensee is a corporation, with a view to winding up, dissolution or liquidation;
  - vii) ceased to exist.
- d) the Premises;
- i) become vacant or remain unoccupied by the Tenant for a period of ninety (90) consecutive days or
  - ii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.
- e) When an Act of Default on the part of the Licensee has occurred:
- i) the Landlord shall have the right to terminate this License.
- f) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease prior to the end of the Term, the Tenant shall nevertheless be liable for payment of the Rental Fee and all additional fees and all other amounts payable by the Tenant in accordance with the provisions of this Lease.
- g) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such to the Tenant.
- h) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the Lease shall be deemed to have been

waived by the Landlord unless the waiver is in writing and signed by the Landlord.

#### **ARTICLE 10.00: TERMINATION UPON NOTICE AND AT END OF TERM**

10.01 If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, the Tenant shall, upon receiving 180 clear days' written notice from the Landlord:

- a) surrender this Lease, including any unexpired remainder of the Term; and
- b) vacate the Premises and give the Landlord possession.

10.02 If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

- a) the Landlord shall have the right to terminate this Lease by giving 90 clear days' notice in writing to the Tenant; or
- b) the Landlord may require the Tenant to vacate the Premises within 30 days from payment by the Landlord to the Tenant of a bonus equal to three months' rent, but payment of said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.

10.03 The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

10.04 If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

#### **ARTICLE 11.00: ASSIGNMENT**

11.01 The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless he first obtains the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which

would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

- 11.02 The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- 11.03 Any consent granted by the Landlord shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee or occupant had originally executed this Lease as Tenant.
- 11.04 Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.
- 11.05 If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:
- a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
  - b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in Article 9.00 of this Lease and any other remedies available in law;
  - c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

#### **ARTICLE 12.00: ACKNOWLEDGEMENT BY TENANT**

- 12.01 The Tenant agrees that he will at any time or times during the Term, upon being given at least 48 hours' prior written notice, execute and deliver to the Landlord a statement in writing certifying:
- a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
  - b) the amount of Rent being paid;

- c) the dates to which Rent has been paid;
- d) other charges payable under this Lease which have been paid;
- e) particulars of any prepayment of Rent or security deposits; and
- f) particulars of any subtenancies.

#### **ARTICLE 13.00: NOTICE**

13.01 Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given:

To the Landlord

The Corporation of the City of Kawartha Lakes  
26 Francis Street, P.O. Box 9000  
Attention: Clerk  
Lindsay, ON K9V 5R8  
Fax: 705-324-8110

To the Tenant

Eric B. Robinson Limited  
3187 Highway 35, Hangar 1 Lindsay Airport  
Lindsay, ON K9V 4R1  
Fax: 705-878-4988

13.02 The above addresses may be changed at any time by giving 10 days' written notice.

13.03 Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered in if the notice is served personally or 72 hours after mailing if the notice is mailed.

#### **ARTICLE 14.00: REGISTRATION**

14.01 The Tenant hereby acknowledges and agrees that this Lease does not create or confer on the Tenant any interest in the Premises, that this Lease is personal to the Tenant and that this Lease merely confers on the Tenant the right to enter onto and occupy the Premises for the Term for the sole purpose of planting, caring for, and harvesting crops. Accordingly, the Tenant agrees that it shall not at any time register notice of or a copy of this Lease on title to the Premises or the property of which the Premises forms part.

## **ARTICLE 15.00: AMENDMENT**

15.01 No alteration, amendment, change or addition to this Lease shall be binding on the Landlord and/or the Tenant unless such alteration, amendment, change or addition is reduced to writing and signed by both the Landlord and the Tenant.

## **ARTICLE 16.00: ENTIRE LEASE**

16.01 It is agreed and understood that this Lease (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire Lease between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations, both written and oral, between the parties or their predecessors with respect to the subject matter of this Lease.

## **ARTICLE 17.00: GENERAL MATTERS OF INTENT AND INTERPRETATION**

17.01 Each obligation under this Lease is a covenant.

17.02 The headings in the Lease are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

17.03 This Lease is to be read with all changes of gender or number required by the context. All provisions of this Lease creating obligations on either party will be construed as covenants.

17.04 The Tenant may not assign this Lease and no waiver, amendment or modification of this Lease will be effective unless in writing and signed by both parties.

17.05 It is particularly understood and agreed that this Lease shall not be deemed to be nor intended to give rise to a partnership between the parties, nor to entitle the Tenant to any future interest in any part of the Premises beyond the term of this Lease.

17.06 The Tenant acknowledges that the Landlord reserves the rights of itself, its directors, employees, agents, contractors and assigns to enter the Premises at any reasonable time to:

- a) consult with the Tenant; and
- b) make repairs, improvements and inspections, or place works, in, on or adjacent to the Premises, provided that the Landlord will make its best efforts not to damage or adversely interfere with any of the Tenant's crops, chattels

or equipment located in or on that portion of the Premises to which this Lease relates.

17.07 This Lease shall enure to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

**IN WITNESS WHEREOF** the parties have attested by their hands or the hands of their respective officers duly authorized in that behalf and by their signatures agree to be bound by the terms of this Lease Agreement.

Dated at Kawartha Lakes this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

PER: \_\_\_\_\_  
Name: Andy Letham  
Title: Mayor

PER: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: City Clerk

*We have authority to bind the Corporation*

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ERIC B. ROBINSON LIMITED**

PER: \_\_\_\_\_  
Name: Brian Robinson  
Title:

*I have authority to bind the Corporation*

SCHEDULE A

