

OCEANA COUNTY/LIFE EMS OF IONIA COUNTY, INC.
PARAMEDIC AMBULANCE VEHICLE AND EQUIPMENT LEASE AGREEMENT

THIS VEHICLE AND EQUIPMENT LEASE ("Lease") is made this _____ day of _____, 2018, between **OCEANA COUNTY**, a municipal corporation and political subdivision of the State of Michigan, whose mailing address is 100 State Street, Suite M-4, Hart, Michigan 49420 ("Lessor") and **LIFE EMS OF IONIA COUNTY, INC.**, a Michigan corporation with offices at 1275 Cedar Street N.E., Grand Rapids, Michigan 49503 ("Lessee").

In consideration of the rents to be paid and the mutual promises of the parties, they agree:

1. Equipment. Lessor leases to Lessee, and Lessee leases from Lessor, the five (5) ambulances along with the onboard equipment listed on the attached Exhibit 1 ("Leased Equipment"):

2. Term. The term of this Lease shall be for a period of three (3) years, commencing on October 1, 2018, and expiring on September 30, 2021 (the "Term"). Notwithstanding the preceding provisions of this Section 2, the term of this Lease shall end on the date on which a Paramedic Ambulance Service Agreement between Lessor and Lessee terminates. In addition, the Term of this Lease shall end as to any part of the Leased Equipment that is removed from service based upon Lessee's determination that it is at the end of its useful life.

3. Rent. Lessee agrees to pay rent to Lessor for the Leased Equipment in the amount of One Hundred Seven Thousand Three Hundred Fifty Dollars (\$107,350.00) per year which will result in total rent for the entire Term of Three Hundred Twenty-Two Thousand Fifty Dollars (\$322,050.00). Payments will be made quarterly at the start of each quarter. Lessee and Lessor agree that this rental represents the fair rental value of the Leased Equipment in the context of the Service Agreement between Lessor and Lessee dated the same date as this Lease (the "Service Agreement"), based upon the costs of operating an ambulance service for the benefit of Lessor's residents. At the conclusion of the Term, Lessee shall have the option to purchase the Leased Equipment for the purchase price of One Dollar (\$1.00).

4. Representation and Covenant of Lessor. Lessor represents and covenants to Lessee that Lessor is the lawful owner of the Leased Equipment free and clear from all encumbrances.

5. Representations and Covenants of Lessee. Lessee represents and covenants to Lessor that:

a. Lessee is a duly organized corporation and in good standing under the laws of the State of Michigan and will remain so during the term of this Lease;

b. Lessee has full power and authority to execute, deliver and perform its obligations under this Lease;

c. Lessee shall inspect the Leased Equipment promptly upon delivery and promptly notify Lessor of its acceptance or rejection of all or any part of the Leased

Equipment;

d. Lessee at its own expense shall pay all expenses of operating the Leased Equipment and pay all taxes assessed, collectible or levied against the Leased Equipment during the term of this Lease, except those taxes that Lessee is contesting in good faith by appropriate proceedings and for which Lessee is maintaining security, reasonably satisfactory in Lessor's opinion, to protect Lessor's risk in that contest;

e. Lessee at its own expense shall keep the insurance coverages required under the Service Agreement;

f. Lessee shall use the Leased Equipment solely in connection with the performance of its services under the Service Agreement; and

g. Lessee shall not sublease the Leased Equipment without the prior written consent of Lessor.

6. Lessor's Right To Inspect. Lessor may inspect the Leased Equipment and any books and records relating to the Leased Equipment at all reasonable times, and for these purposes may enter the places where the Leased Equipment or books and records are located.

7. Default. Each of the following events shall be a "Default" for purposes of this Lease:

a. Any failure to pay rent or any other sums as required under this Lease;

b. The failure of any representation or covenant made by Lessee in this Lease, or a breach by Lessee of any other provision in this Lease;

c. Lessee's insolvency or the filing of any petition with respect to Lessee under any chapter of the federal bankruptcy laws;

d. Lessee's sale, transfer or parting with possession of the Leased Equipment without Lessor's prior written consent; or

e. Lessee's ceasing to do business as a going concern.

8. Remedies. Upon the happening of a Default, Lessor has the right to exercise any one or more of the following remedies, without notice of any kind:

a. Terminate the Lease without prejudice to any of Lessor's rights; or

b. Exercise any other remedy available to Lessor under applicable law.

9. Assignment. Lessee shall not assign its interest in this Lease, for security or otherwise, without Lessor's prior written consent.

10. Entire Agreement. This Lease contains all the terms of the agreement

between the parties with respect to its subject matter and may be amended only by a writing signed by each of the parties to this Lease.

11. Reliance. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Lease. Neither party has executed this Lease in reliance on any representations, warranties or statements that the other party has made, other than those representations, warranties and statements made under this Lease.

12. Severability. The unenforceability of any provision of this Lease shall not affect the enforceability of the remaining provisions of this Lease. In the event any provision of this Lease is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

13. No Waiver. No waiver of a breach of this Lease shall be deemed a waiver of any other breach of the same or any other provision of this Lease.

14. Governing Law/Jurisdiction/Venue. The terms and conditions of this Lease shall be construed under the laws of the State of Michigan without applying any of its conflict of law principles.

15. Notices. All notices and other communications provided for in this Lease shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) 48 hours after deposit in the United States Mail, by certified mail, postage prepaid, addressed to the party at its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

16. Counterpart Executions; Facsimiles and Electronic Mail. The parties may execute this Lease in any number of counterparts with the same effect as if each party had signed the same physical document. Each party may transmit the executed copies in an imaged format to the other party by facsimile or electronic mail, and the imaged copies shall have the same effect as if each party had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

17. Captions. All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary or construction of the provisions to which they pertain.

18. Ambiguities. Any term of this Lease which is found to be ambiguous shall not be construed against either party on the basis of authorship or otherwise.

OCEANA COUNTY

LIFE EMS OF IONIA COUNTY, INC.

By: _____
Its _____

By: _____
Mark D. Meijer, President

EXHIBIT 1

DESCRIPTION OF THE LEASED VEHICLES AND EQUIPMENT

(LIST BELOW REPRESENTS MAJOR ITEMS AND IS NOT ALL INCLUSIVE)

VEHICLES

<u>Unit #</u>	<u>In Service Date</u>	<u>VIN #</u>
830	08-2013	1GB6G5CL4E1108328
831	01-2013	1GB6G5CL3D1145370
832	08-2016	1GB6GUCG2H1118292
834	02-2016	1GB6UCG3G1229187
835	11-2017	1HA6GUCG1JN000644

KEY EQUIPMENT

- 4 – Zoll X-Series (02-0214)
- 4 – Stryker Power COT (03-2014)
- 4 – Auto Pulse (08-2013)