

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT, is entered into by and between **Hall County, Georgia** (hereinafter, "**Landlord**" or "**HCFR**") and **Ten-8 Fire & Safety LLC**, a Florida limited liability company (hereinafter, "**Tenant**"), whose address is 2904 59th Avenue Drive East, Bradenton, FL 34203

WHEREAS, Hall County, Georgia owns and operates the facilities located at 2801 Allen Creek Road, Gainesville GA

WHEREAS, Hall County, Georgia permits Ten-8 to perform work on its vehicles in the workshop located at 2801 Allen Creek Road, Gainesville Georgia pursuant to a maintenance contract between the parties.

WHEREAS, the maintenance performed by Ten-8 has resulted in improved reliability of the HCFR fleet, and that improved reliability has generated nine-hundred square feet (900 sq. ft.) in the workshop that is no longer fully utilized in maintaining vehicles under the maintenance contract.

WHEREAS, Ten-8 is willing to lease the above-referenced space in the said workshop (900 sq. ft.) from HCFR to utilize for the maintenance and repair of other municipalities' fire and emergency vehicles and apparatus.

WHEREAS, a mutually beneficial cooperative relationship between Landlord and Tenant will benefit the Landlord by generating a credit for the unused space, and will benefit the Tenant by increasing the working capacity of the facility;

NOW THEREFORE, the Parties agree to enter into this Lease Agreement on terms as set forth herein.

1. **PREMISES.** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved and contained, to be paid, kept, and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the Tenant, and said Tenant hereby agrees to lease upon the terms and conditions which hereinafter appear, and take, under the terms expressed in this Lease Agreement, that certain property, consisting of an area of approximately **900** square feet located at **2801 Allen Creek Road** in the County of **Hall**, State of **Georgia**, as depicted in **Appendix A** (hereinafter called "**Premises**").

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2. TERM. The Term of this Agreement shall be for the current duration of the current maintenance contract unless sooner terminated or extended in accordance with the terms of this Agreement.

The parties agree that the Date of Occupancy shall be the date on which this document is signed and fully executed, unless extended or sooner terminated as hereinafter provided.

This contract may be terminated by either the Landlord or Tenant with 60 days written notice by either party.

3. TENANT'S USE. Tenant shall use the Premises only as a fire apparatus maintenance shop and related ancillary uses, and for no other use without Landlord's written consent. If the landlord has trucks that are out of service (for requirements listed in the NFPA guidelines) that cannot be remedied in other spaces within the workshop, the tenant shall forgo the use of the leased space until such a time that the repairs are complete. The Tenant further agrees that Tenant will not use said Premises, or permit the same to be used, for any unlawful or obnoxious business or practice.
4. LANDLORD'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Landlord shall provide to Tenant:
- a. Exclusive access to, use, and occupancy of the Premises on a 24/7 basis.
 - b. Payment of water and water services, sewer services, electrical, air services and all other utilities as applicable, at Landlord's sole expense; and
 - c. Permission for the placement and maintenance, at Tenant's expense, of signs of a preapproved design, size and number, identifying and providing direction to the Premises.
 - d. Maintenance of the Premises in good repair and condition, including the roof, walls, floors, foundations, and other components of the building in which the Premises are located, and exterior areas (including parking, access, and landscaped areas), the interior of the Premises, all mechanical (heating, ventilation, air conditioning, plumbing, electrical, and fire suppression) elements and components of the building. Subject to the availability and appropriation of funding, Landlord shall make all reasonable repairs and replacements, whether foreseen or unforeseen, and do such other things as may be required to maintain the building and exterior areas in a good and workman-like manner.

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5. TENANT'S OBLIGATIONS. Upon commencement and throughout the Term and any extensions the Tenant shall:
 - a. Rent will be calculated at the rate of \$19.04 per square foot per annum, for a total of \$12,000 per annum. (Rent will be offset via credits provided against the current maintenance contract.)
 - b. Keep the interior of the Premises and appurtenances in a clean, safe, and healthy condition (excepting however, all repairs made necessary by reason of the happening of fire or other casualty), and not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises, all at Tenant's cost.
6. CREDIT & PAYMENT SCHEDULE. Tenant will issue a credit to HCFR in the amount of One Thousand Dollars (\$1,000) with the monthly scheduled maintenance labor invoice; this amount represents one month of the lease agreement rate, for the month preceding payment and will be pro rata accordingly for part months at the beginning and end of lease.
7. SURRENDER. The Tenant shall deliver up and surrender to the Landlord possession of the Premises upon the expiration of this Lease or its termination in any way, in as good condition and repair as the same shall be on the Effective Date (loss by fire, casualty, act of God, ordinary wear and decay, and condemnation excepted) and deliver any keys to the Landlord or Landlord's agent.
8. TRADE FIXTURES. All trade fixtures and equipment owned by the Tenant, and installed or placed by it upon the Premises, shall remain the property of Tenant at all times and may be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damage to the Premises occasioned by the installation, moving or removing of such trade fixtures.
9. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD. If the Premises are destroyed or damaged by fire, acts of war, or acts of God (including earthquake), to such an extent that they are rendered untenable in whole or in substantial part, Landlord has the option of rebuilding or repairing the same by giving written notice to the Tenant within thirty (30) days after the occurrence of such damage of its intention to rebuild the Premises or the part so damaged. If Landlord elects to rebuild or repair the Premises and does so without unnecessary delay, Tenant shall be bound by this Lease, except that during such period, commencing on the date of the damage, the rent for the Premises shall be abated in the same proportion that the portion of the Premises rendered unfit for occupancy by Tenant shall bear to the whole of the Premises, or the entire rent shall be abated if Tenant cannot reasonably operate within the Premises due to the nature or location of the

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damage. Notwithstanding the foregoing, if restoration is estimated to, or actually does, take more than one hundred twenty (120) days from the date of the damage, Tenant may terminate this Lease via written notice to Landlord at any time prior to restoration of the Premises.

10. ASSIGNMENT. This Lease may not be assigned, sublet or otherwise transferred by the Tenant, directly or indirectly without Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Specifically, but without limitation, the transfer of controlling stock or other controlling beneficial interest in the Tenant without the Landlord's consent shall void this Lease.

11. MECHANIC'S LIEN.

- a. If any mechanic's, or other liens, or order for the payment of money, shall be filed against the Premises, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, the Tenant, or the cost or expenses thereof, or any contracts relating thereto, the Tenant shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of the Tenant, and shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens or orders, and the Tenant will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless the Landlord from any claim, attorneys' fees, or other losses therefrom.
- b. If any mechanic's or other lien, or order for payment of money, shall be filed against the Premises, or on any building or improvements thereof, for any of the reasons provided in this section, and shall not be removed by the Tenant within thirty (30) days after notice given by the Landlord, the Landlord shall have the right to remove same by payment or otherwise, and all sums expended by the Landlord for such removal, including reasonable attorneys' fees, shall be paid by the Tenant unto the Landlord upon demand, and shall be deemed to be additional rent due under this Lease.

12. GOVERNMENT REGULATIONS. Tenant agrees at its own cost and expense, during the term of this Lease, to comply with all orders, rules, regulations and requirements of every kind of nature relating to the Premises, now or hereafter in force and effect, of the federal, state, county, municipal, and other governmental authorities, applicable to the manner of Tenant's use and occupancy thereof, or alterations made by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save

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harmless the Landlord free of expense or damage by reason of any notice, violations or penalties filed against or imposed upon the Premises, or against the Landlord as owner thereof, because of the failure of the Tenant to comply with the provisions of this section. Should the Tenant fail to comply with any of the provisions contained in this section, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and the reasonable cost and expense of so doing may be paid by the Landlord, or may be charged against the Tenant becoming due upon demand. Tenant agrees to indemnify and save harmless the Landlord from and against any and all judgements, decrees, penalties, cost and expenses, by reason of such non-compliance.

13. INSURANCE AND HOLD HARMLESS.

The Tenant will, during the term of this Lease, indemnify the Landlord and hold it harmless against all claims, demands, and judgments for loss, damage or injury to property or person to the extent resulting or occurring by reason of Tenant's use and occupancy of the Premises. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of the Landlord (as additional insured) and Tenant, commercial general liability insurance in an insurance company having a Triple-A-Best rating or better against any and all claims for injuries to persons or property occurring in, upon or about the Premises, including all damage from signs, glass, awnings, fixtures or other appurtenances, now or hereafter upon the Premises, during the term of this Lease, such insurance at all times to be in an amount not less than \$2,000,000.00 combined single limit for injury or death, and not less than \$100,000 as to property damage or loss. Such insurance shall be written in the company or companies authorized to engage in the business of general liability insurance in the State of Florida, and there shall be delivered to the Landlord customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies. Tenant shall cause Landlord to be named as an additional insured on such liability policy.

In addition, the Tenant will, at its own cost and expense, procure and continue in force worker's compensation insurance for all their own persons working at the premises. Lastly, Tenant shall, at its own cost and expense, procure and continue in force a policy of garageman's liability insurance.

In the event Tenant contaminates the groundwater in connection with its use of the Premises, Tenant agrees to hold harmless and indemnify Landlord, and Landlord's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges and expenses, including attorney's fees, paralegal, legal assistant and similar fees and costs, and against all liability, losses and damages of any nature whatsoever, that Landlord may at any time sustain by reason of any such groundwater contamination.

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Throughout the Term, Landlord, at its sole cost and expense, shall provide and keep in force broad form fire and extended coverage casualty insurance on the Premises, insuring against loss by fire, windstorm, sprinkler leakage, flood, earthquake, water damage and all of the risks and perils usually covered by an "all risk" physical loss endorsement, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value, without co-insurance. Such insurance shall name Tenant as an additional insured as Tenant's interests may appear.

14. DEFAULT AND LANDLORD REMEDY. Should the Tenant allow any payment herein above to become delinquent, or fail to perform any of the covenants herein made, and any such payment or performance failure continues for fifteen (15) days after Tenant's receipt of Landlord's notice (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), then this Lease shall be in default and the Landlord shall the right to re-enter and take possession of the Premises, and/or this Lease may be terminated at the Landlord's option. Bankruptcy of Tenant or any assignment for the benefit of creditors shall likewise operate as a termination of the Tenant's right of possession of the Premises and shall not waive Landlord's right or estop Landlord from repossessing the Premises for subsequent defaults, and in any such event, the Tenant agrees to peacefully surrender possession of the Premises to the Landlord. It is further agreed that in the event the Tenant agrees to peacefully surrender possession of the Premises or should it default in any of its other covenants with Landlord set forth herein so that it becomes necessary for Landlord to employ an attorney to collect rents or to recover possession of the Premises or to enforce any covenant made by the Tenant hereunder, the Tenant shall pay all costs of collection and expenses of recovery of possession or costs and expenses of any action so required, including reasonable attorneys' fees through appeal. The remedies provided herein are cumulative to those provided by law, and the right of the Landlord to declare the term at an end and to re-enter the Premises shall not in any manner affect the right of the Landlord to terminate and declare this Lease void and ended.
15. COMPLIANCE. Should the Tenant fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Tenant to be kept and performed, the Landlord may, after fifteen (15) days' notice to the Tenant (or such longer time as may be reasonably necessary so long as Tenant diligently pursues such cure to completion), comply therewith for the other (but Landlord shall not be obligated so to do), and the reasonable cost of such compliance shall be payable upon five (5) days demand to the Tenant.

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16. BINDING ON SUCCESSORS. The respective rights and obligations hereunder shall inure to, and be binding upon, the respective heirs, distributees, devisees, legal and personal representatives, assigns, grantees, and successors in interest of the Landlord, and shall inure to, and be binding upon, the permitted assigns and successors in interest of the Tenant.
17. ENTIRE AGREEMENT. This Lease embodies the entire contract of the parties hereto, and shall not be altered, changed or modified in any respect, except by an instrument executed by all parties to this Lease.
18. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any method of financing or refinancing, now or hereafter in force against the land, building, or Premises or against the Landlord's interest under any ground lease covering the land and buildings, of which the Premises are a part, and to all advances made or hereafter to be made upon the security hereof, provided that in no event shall Tenant's rights under this Lease be disturbed so long as Tenant is not in default beyond all applicable notice and cure periods. Tenant agrees to execute, upon Landlord's request, such subordination or estoppel certificates requested by Landlord or its lender evidencing such subordination and non-disturbance rights.
19. ALTERATIONS. No structural alterations shall be made to the Premises without the express written consent of the Landlord, including the installation of any signage.
20. GOVERNING LAW. This Lease & Maintenance Agreement is governed by Georgia law.
21. CAPTIONS. Any headings preceding the text of the several paragraphs and subparagraphs hereof, are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.
22. EMINENT DOMAIN. Tenant shall not be entitled to any award made in any eminent domain proceedings with respect to the land or building included within the Premises for its leasehold interest therein; provided, further, that nothing herein contained shall be construed to affect the right of the Tenant to recover for any loss or damage which it may suffer by reason of loss of business or interruption of business, which may result from such condemnation or eminent domain proceedings.
23. STORAGE. Tenant shall be allowed to store customer owned apparatus, demo units, and personal vehicles inside the secured grounds in an area designated by the Landlord. It is expected that normal business hours will not be outside of the period from 7:00 a.m. to 6:00 p.m. However, access to the building and secured parking areas shall be permitted 24 hours a day 7 days a week as needed for emergent situations.

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24. RECORDATION. This Lease shall not be recorded.
25. ATTORNNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser and recognize such Purchaser as Landlord under this Lease.
26. FORCE MAJEURE. Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the obligated party's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.
27. TAXES AND ASSESSMENTS. Landlord shall pay and discharge, prior to their delinquency, all real estate taxes and assessments, now or hereinafter assessed or levied against the Premises during the Term, and all penalties and interest thereon, as applicable. Notwithstanding the foregoing, the parties acknowledge that any assessments or impositions, whether by state, municipal, district, school, or otherwise, which are imposed in addition to real property taxes (such as solid waste disposal assessments), to the extent arising from Tenant's use of and operations in the Premises, are solely the responsibility of Tenant and not the Landlord.
28. NO CONTINUING WAIVER. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof, or otherwise accruing hereunder, shall impair any such right or power or be construed to be a waiver thereof. One or more waivers of any breach of any covenant, term or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by a party to any act by the other party requiring the former party's consent or approval shall be deemed to waive or render unnecessary such former party's consent or approval to any subsequent similar acts by the other party.
29. INVALID PROVISION. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Lease

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shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. HAZARDOUS WASTE.

Tenant covenants and agrees to comply with all applicable and environmental and other federal, state and local governmental statutes, ordinances, rules and regulations relating of the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Tenant agrees and does hereby indemnify Landlord and hold it harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Landlord may incur or suffer by reason of any claim or liability to the extent arising from Tenant's noncompliance with applicable laws and terms of this paragraph. Tenant specifically covenants and agrees that no hazardous substances, hazardous waste or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on, or about the Premises except as specifically provided under the terms of this paragraph. Specifically, but without limitation, Tenant shall dispose of all used oil, coolants, batteries, tires, and related vehicle maintenance fluids in compliance with all applicable laws, at no cost to Landlord.

31. COUNTERPARTS. This Lease may be executed in multiple counterparts, and notwithstanding that all of the parties do not execute the same counterpart, each executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same Lease binding all of the parties hereto. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Lease to physically form one document. Electronic or facsimile copies of this Lease fully executed shall be deemed an original for all purposes, and the parties hereto waive the "best evidence" rule or any similar law or rule in any proceeding in which this Lease shall be presented as evidence.

32. PRIORITY. As additional consideration for the parties to enter into this agreement, Tenant covenants and agrees that any labor, services, and materials to be provided to the Landlord from the Premises for an apparatus shall receive priority over all other jobs. EXCEPTION: Unless those jobs for other parties meet the NFPA out of service guidelines in which case they will be prioritized in the order that the tenant was notified of the defects.

[Signature page follows]

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Appendix A - PREMISES LAYOUT



Approximate location of leased area.

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[Signature page to Lease]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

WITNESSES:



Attest
By:

Jennifer Rivera
Print Name: Jennifer Rivera
Commission Clerk

Abri Olivas
Print Name: Abri Olivas

WITNESSES:

LANDLORD:

Hall County, Georgia

By:

Richard Higgins
Print name: Richard Higgins
Title: BOC Chairman
Date: 5/25/2023

TENANT:

Ten-8 Fire & Safety LLC

a Florida limited liability company

By:

Angela Evans
Print Name: Angela Evans

Derick Bowler
Print Name: Derick Bowler

By:

Richard Dounce
Print name: Richard Dounce
Title: Chief Operating Officer
Date: _____