

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into this ____ day of June, 2024, by and between the City of Bay St. Louis, Mississippi ("Landlord"), and **Pafford EMS of Mississippi Inc.**, ("Tenant" or "Pafford"), hereinafter referred to collectively as the Parties or individually as the Party.

Landlord is the owner of land and improvements commonly known as 543 Main Street, Bay St. Louis, Mississippi, and makes the mutually agreed upon areas and spaces within said property available for lease (the "Leased Premises"). Pafford shall be permitted the non-exclusive use of the Leased Premises as provided herein, beginning June 18, 2024, and shall be permitted the continued non-exclusive use of the same concurrent with the term of the Agreement.

Landlord desires to lease the mutually agreed upon areas and spaces "Leased Premises" to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the agreed Term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one year (1) beginning June 18, 2024, and ending June 18, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Following the expiration of the Initial lease Term, the lease shall automatically renew for a period of the same. Should either Party wish to not renew, notice shall be provided to the other no later than sixty (60) days prior to the expiration of the then existing Term. Should Pafford fail to maintain the ambulance service agreement with Hancock County, Mississippi this Agreement shall terminate upon sixty (60) days' notice to the Landlord.

2. Rental.

Tenant shall pay to Landlord during the Initial Term the sum of \$500.00 per month. Each payment shall be due in advance of the first (1st) day of each calendar month during the lease term to Landlord at or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months shall be prorated on a daily basis.

3. Security Deposit.

There is no security deposit required.

4. Use.

The Leased Premises will be used by the Tenant only for the following lawful purpose, to wit: a full-service office and ambulance station. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant may store oxygen and any other substance, chemical, or item commonly used in the operation of an ambulance service.

5. Sublease and Assignment.

Tenant shall not have the right to assign the Commercial Lease or sublet any part of the Leased Premises without the written consent of the Landlord. If Landlord consents to an assignment or subletting, the Tenant shall remain liable for payment of the specified rental and the due performance of all the agreements and

conditions herein. Consent to one or more assignment or sublease shall not waive the provisions of this paragraph as to further attempts to assign or sublease.

6. Repairs and Maintenance.

Landlord shall maintain heating and air conditioning equipment, pest control, plumbing, and electric upon the Leased Premises in a reasonable state of repair and use for occupancy. Utility costs are included in the rent, and as such, Landlord shall be responsible for any utility costs associated with Tenant's use and occupancy of the Leased Premises. Tenant further agrees that damage or injury done to the premises by Tenant or any person who may be in or upon the premises on behalf of Tenant, except Landlord, Landlord's agents or servants and employees, shall be repaired by Tenant at their expense. Tenant agrees that the expiration of this lease upon the earlier termination of the lease to quit and surrender the premises in good condition and repair.

7. Alterations and Improvements.

Tenant shall maintain and furnish the interior of the Leased Premises within their use, except areas retained exclusively by the City for City use, and except for damage caused by the City after commencement of the Term which shall be the City's responsibility. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

8. Signage.

Following Landlord's consent, the Tenant may place a window decal on the door of the Leased Premises as well as a sign or signs. Tenant shall not install any sign or decal that is not permitted by applicable zoning ordinances or private restrictions. All cost and installment of permitted sign or decal shall be the Tenants expense. Landlord may refuse consent to any proposed signage or decal that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises, or use of any other tenant on the Building Premises. Tenant shall repair all damage to the Leased Premises and Building Premises resulting from the removal of signs or decals installed by Tenant.

9. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by Act of God, fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

11. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice

thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

12. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. Termination.

This Agreement may be terminated at any time during the Term of this Agreement, without cause, by either Party, by delivery to the other of written notification of its intent to terminate this Agreement pursuant to this paragraph. Such notice shall be given at least ninety (90) days prior to the effective date.

14. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by electronic mail, or by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: City of Bay St. Louis
 Office of the Mayor
 688 Highway 90
 Bay St. Louis, MS 39520
 Email: _____

If to Tenant to: Pafford EMS of Mississippi, Inc.
 ATTN: Freddie Parker
 223 Highpoint Drive
 Ridgeland, MS 39157
 Email: fparker@paffordems.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

15. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission 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 that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16. Headings.

The headings used in this Lease Agreement are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

17. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

18. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

19. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

City of Bay St. Louis, Mississippi (Landlord)

By: Mike Favre, Mayor

Date

Pafford EMS of Mississippi, Inc. (Tenant)

By: _____

Date