

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and executed as of the 20th day of April, 2022, by and between the **Town of Century**, a Florida municipal corporation, whose address is 7995 North Century Blvd., Century, FL 32535, (hereinafter referred to as "Lessor"), and **Metro Rapid Transportation, LLC**, whose address is 10251 Highway 97, Walnut Hill, FL 32568 (hereinafter referred to as "Lessee"), who may herein also be collectively referred to as the "Parties," or individually referred to as a "Party."

SECTION 1. DEMISE AND DESCRIPTION OF PREMISES.

1.1 Lessor leases to Lessee, and Lessee hires and takes from Lessor, use of an office space, identified as Suite 5A of the Century Business Center, 400 East Pond Street, Century, FL 32535 (hereinafter the "Premises") which is more particularly identified and described in Exhibit "A" attached hereto. The "Century Business Center" is the entire parcel of property at 400 East Pond Street, Century, FL 32535, of which the Premises are a small portion, and is that portion of Escambia County Property Appraiser Parcel ID No.: 085N302302002001 that is north of Pond Street in the Town of Century.

1.2 Lessee acknowledges that Lessee has examined the Premises and agrees to accept the same in its "as is" condition without further responsibilities on the part of the Lessor for any construction, repairs, alterations, and additions thereto. Lessor reserves the right from time to time to make changes, additions, and eliminations in and to the building and common areas; provided, however, that the size and location of the Premises shall not be changed without the Lessee's prior written consent.

1.3 Improvements shall be the sole property of the Lessor upon the termination of this Lease. Lessee will also provide its decoration and trade fixtures, subject to the approval of the Lessor as hereinafter more particularly set forth.

1.4 By entering into and occupying the Premises, Lessee shall be deemed to acknowledge that the Premises are in good order and repair and that the Lessee accepts the Premises "as is."

1.5 Lessee shall also have nonexclusive right to use the paved parking surfaces and driveway within the Century Business Center as a means, path, or driveway for ingress to and egress from the Premises (collectively, the "Common Areas"). However, Lessee's use of the Common Areas shall in all respects be deemed subordinate to any use thereof by Lessor. The parking areas may be used by Lessee only for purposes of parking motor vehicles in clearly identified parking spaces and for no other uses.

1.6 Lessee shall not use or access any portion of the Century Business Center that is not identified as either the Premises or the Common Areas and, therefore, Lessee must implement all appropriate measures to assure that its employees, officials, agents, and invitees utilize only the areas authorized for Lessee's use as provided herein.

1.7 In addition, Lessee shall as part of this Lease and during the term hereof be entitled to the non-exclusive use for the limited purposes set forth in this paragraph of a portion of the property that is immediately east of the Century Business Center, such portion of property being more particularly identified and described in Exhibit "B" attached hereto (such portion of property hereinafter referred to as the "Bus Parking Area"). Lessee may use the Bus Parking Area only for purposes of parking of transportation vehicles that Lessee uses to provide its business services (hereinafter, "Lessee's Transport Vehicles"). Lessee shall access the Bus Parking Area for purposes of parking Lessee's Transport Vehicles only through the gate located on Pond Street near the southeast corner of the Bus Parking Area. No maintenance, repairs, replacement, of Lessee's Transport Vehicles shall take place at or upon either the Century Business Center or the Bus Parking Area; rather, use of the Bus Parking Area shall be strictly limited to only parking of Lessee's Transport Vehicles. No other vehicles or other property associated in any manner with Lessee or its business efforts shall be allowed at any time at or on the Bus Parking Area. Lessor shall have the unfettered and absolute right to adopt such rules and regulations as it deems appropriate pertaining to Lessee's use of the Bus Parking Area, including rules and regulations limiting (or even precluding) Lessee's use of the Bus Parking Area. No such rule or regulation of Lessor, even if it has the effect of completely preventing Lessee's use of the Bus Parking Area for the limited purposes contemplated herein, shall be the basis for Lessee to (i) refuse to pay rent contemplated herein, (ii) terminate this Lease, or (iii) make any claim for losses, damages, or other manner of redress against or from Lessor; rather, Lessee agrees and acknowledges that Lessee's right to use the Bus Parking Area is subject in all respects to Lessor sole and absolute discretion.

SECTION 2. TERM AND TERMINATION.

2.1 The term of this Lease shall be for a period of three (3) months commencing as of the 20th day of April, 2022 (hereinafter "Effective Date").

SECTION 3. RENT/REIMBURSEMENT OF UTILITY EXPENSES.

3.1 Lessee shall be required to pay rent in the amount of ZERO DOLLARS (\$0.00) each month during the term of this Lease with all utilities (water, wastewater and electricity) being split with the other tenant, Wesley Chapel Church. The Town will divide the utility bills and submit them to Wesley Chapel Church and Metro Rapid for payment to the Town.

3.2 All monthly payments of rent shall be paid on or before the first (1st) day of each month during the term of this Lease.

3.3 Lessee shall not for any reason withhold or reduce Lessee's required payments of rent or other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of such rent and any additional rent (as contemplated in Section 4, below) is a covenant by Lessee that is independent of the other covenants of the Parties hereunder.

**SECTION 4. ALL OBLIGATIONS OF LESSEE CONSIDERED
ADDITIONAL RENT.**

4.1 All taxes, charges, costs and expenses which the Lessee is required to pay hereunder, together with all interest, penalties and late charges that may accrue in the event of Lessee's failure to pay such amounts, and all damages, costs and expenses which the Lessor may incur by reason of any default of the Lessee or failure on the Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of non-payment by Lessee, the Lessor shall have all rights and remedies with respect thereto as the Lessor has for non-payment of basic rent.

SECTION 5. USE AND CARE OF PREMISES.

5.1 Lessee shall in good faith continuously throughout the term of this Lease conduct and carry on, in and upon the Premises the business of community outreach and providing career and other social services and the Premises shall not be used for any other purposes. Lessee shall not commit waste, perform any acts or carry on any practices which may injure or be a nuisance or menace to other tenants, owners, customers, or the like of, in or to the Premises. Lessee shall operate its business in a dignified manner.

5.2 In the use and occupancy of the Premises, Lessee shall comply with all of the laws and ordinances and all valid rules and regulations of the United States, the State of Florida, the Town of Century, the County of Escambia, and any other applicable governments or agencies.

5.3 Lessee shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, and other pests, and make all needed maintenance, repairs, and the replacements for the proper operation of the Lessee's business within the Premises. Lessee shall, at its own expense, at all times maintain the Premises in a clean, neat and orderly condition by means of regular janitorial services.

5.4 Lessee shall not make any alterations or replacement to the Premises without the prior written consent of the Lessor, except for Lessee's work in the installation of unattached movable fixtures which may be installed without drilling, cutting, or otherwise defacing the Premises. All alterations, additions, and improvements made in and to the Premises and all floor covering that is cemented or adhesively fixed to the floor and all fixtures (other than trade fixtures) which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of the Lessor at the expiration or sooner termination of this Lease. So long as the Lessee is not in default hereunder, Lessee shall have the right to remove its trade fixtures from the Premises as more particularly set forth herein, provided that the Lessee shall repair and restore any damages to the Premises caused or occasioned by such removal.

5.5 Lessee shall not use the Premises or any part thereof, or permit any part of the Premises to be used, or permit any act whatsoever to be done on the Premises, in any manner that will violate or make void or inoperative any policy of insurance on the Premises.

5.6 Upon expiration or termination of this Lease, Lessee shall return the Premises to Lessor in its current condition.

SECTION 6. LESSEE TO PAY APPLICABLE SALES TAXES.

The Lessee shall pay all sales and other taxes tax required by applicable law applicable to this Lease and the Premises. Such payment shall be in addition to the monthly rent contemplated herein. Upon receipt of the separate lease tax payments from the Lessee, the Lessor is to remit same to the appropriate governmental entity.

SECTION 7. REPAIRS.

7.1 Lessee shall be responsible for all repairs, maintenance, and improvements to or for the Premises. Lessor shall have no obligation whatsoever to make or provide any repairs, maintenance, or improvements to or for the Premises.

7.2 Lessee agrees to make no alterations, improvements, or additions in or to the Premises, nor to install any equipment therein without, in each instance, obtaining Lessor's prior written approval thereof. Lessor may inspect such work during the course thereof and upon its completion, and Lessor shall have the right to object to any deviation from the approved plans and specifications and, upon receipt of any notice of such objection, Lessee shall take such steps as are necessary to correct such

deviation. Lessee shall pay and discharge all costs, expenses, damages, and other liabilities that may arise in connection with or by reason of such alterations, improvements, or additions.

SECTION 8. UTILITIES.

8.1 Lessor shall be responsible for all charges for electricity, water, sewage, gas, and garbage and waste removal. Lessee shall be responsible for all other utility services including but not limited to janitorial and cleaning, telephone, services to, at, or for the benefit of the Premises.

SECTION 9. ALTERATIONS/IMPROVEMENTS

Lessee shall make no alterations, changes, additions, or improvements to the Premises without prior written consent of Lessor. Such approval shall be subject to Lessor's absolute and sole discretion. Furthermore, such alterations, additions, changes, or improvements absolutely shall not affect the plumbing, electrical, and HVAC systems in the Century Business Center (including the Premises) and shall not be of a structural nature. Lessee shall conduct its work in such a manner as not to interfere with the operations at Century Business Center. All alterations, additions, changes, or improvements, whether temporary or permanent in character, made in or upon the Premises, either by Lessor or Lessee, shall be Lessor's property and at the end of the term hereof shall remain in and upon the Premises without compensation to Lessee. If, however, Lessor shall require in writing, Lessee will, prior to termination of this Lease, remove any and all alterations, additions, and improvements placed or installed by Lessee in the Premises, and will repair any damage caused by such removal. To the extent Lessee makes any alterations, additions, changes, or improvements and/or to the extent Lessor on behalf of Lessee makes such alterations, additions, changes, or improvements, and as a result thereof it can be determined that thereupon was caused an increase in real estate taxes and/or insurance premiums, then Lessee shall be responsible for reimbursing Lessor for such increases as Lessor may pay.

SECTION 10. *[This Section intentionally left blank.]*

SECTION 11. INSURANCE

11.1 Lessee must, at Lessee's expenses, obtain and maintain during the entire term of this Lease the following insurance in form satisfactory to Lessor, with one or more insurer qualified to do business in the state of Florida:

Metro Rapid Rental Agreement
with Town of Century

(a) Public Liability Insurance with minimum limits of \$1,000,000.00 for injuries to one person arising out of a single incident and \$2,000,000.00 for injuries to more than one person arising out of a single incident, and \$250,000.00 for property damage.

(b) Comprehensive General Liability Insurance, including products and completed operations, with minimum limits of \$1,000,000.00 for injury to one person arising out of a single incident and \$2,000,000.00 for injuries to more than one person arising out of a single incident, and \$250,000.00 for property damage. The Comprehensive General Liability Insurance policy shall specifically insure Lessee's liability under Section 12, below, ("Indemnification").

11.2 Lessor must be named as an additional insured in all policies of insurance. All policies of insurance required under this Lease shall contain the following endorsements:

(a) That such insurance policies may not be canceled or amended with respect to Lessor except on thirty (30) days prior written notice from the insurance company to Lessor, sent by certified or registered mail;

(b) That Lessee shall be solely responsible for the payment of all premiums under such policies and that Lessor shall have no obligation for the payment thereof;

(c) That in the event of payment of any loss covered by such policies, Lessor shall be paid first by the insurance company for its loss; and

(d) An express waiver of any right of subrogation by the insurance company against Lessor, Lessee hereby expressly waiving any such right of subrogation for any reason or occurrence whatsoever.

Lessee agrees to deliver to Lessor certificates of insurance of all policies of insurance to be procured by Lessee within thirty (30) days of the inception of such policies and, at least thirty (30) days before expiration of any such policies, Lessee shall deliver to Lessor certificates or memoranda of insurance evidencing the renewal thereof. The minimum limits of any insurance coverage to be maintained by Lessee pursuant to this Lease shall not limit Lessee's liability under Section 12, below ("Indemnification").

11.3 Lessee hereby waives and releases Lessor of and from any and all

liabilities, claims and losses for which Lessor is or may be liable to the extent Lessee receives insurance proceeds on account thereof.

SECTION 12. INDEMNIFICATION

12.1 Lessee agrees to indemnify, defend and hold harmless, Lessor from and against any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever or from and against any and all costs and expenses, including attorneys' fees and litigation expenses, resulting from or in connection with loss of life, bodily or personal injury, or property damage arising directly or indirectly out of, from, or on account of any occurrence in, on, at, or from the Premises, the Common Areas, the Bus Parking Area, and/or Century Business Center occasioned wholly or in part through the Lessee's maintenance, use or occupancy thereof or any improvements or appurtenances thereto, or by any act or omission of Lessee or any concessionaire, or licensee of Lessee, or their respective employees, agents, contractors, or invitees in, on, at, or from the Premises and the Century Business Center or its appurtenances.

12.2 Lessor shall not be responsible or liable at any time to Lessee or to those claiming by, through, or under Lessee, for any loss of life, bodily or personal injury, damage to property or business, or business interruption, that maybe occasioned by or through the acts, omissions, or negligence of any other person or persons.

12.3 Lessor shall not be responsible or liable at any time for any defects, latent or otherwise at Century Business Center, including the Premises, the Common Areas, and the Bus Parking Area or any of the equipment, machinery, utilities, appliances, or apparatus therein or thereupon, nor shall Lessor be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, sewage, snow, or ice, in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of any of the buildings or improvements upon the Premises, or any of the equipment, fixtures, machinery, appliances, or apparatus therein.

12.4 If Lessor, regardless of fault on its part, shall be made a party to any litigation commenced by or against Lessee, Lessee shall indemnify, defend, and hold Lessor harmless therefrom and shall pay Lessor all costs and expenses including reasonable attorneys' fees that Lessor may sustain by reason thereof.

12.5 Lessor and Lessee expressly acknowledge that all of the foregoing provisions of this Section 12 shall apply and become effective from and after the date Lessor shall deliver possession of the Premises to Lessee in accordance with the terms of this Lease or the Effective Date, whichever is earlier, and shall survive the expiration or earlier termination of this Lease.

SECTION 13. NONLIABILITY/EXCULPATION

13.1 Lessor shall not be responsible or liable at any time to Lessee or those claiming by, through, or under Lessee, for any loss of life, bodily or personal injury, or damage to property or business or for business interruption that may be occasioned by or through the criminal conduct of any person or persons, whether or not such criminal conduct is assisted by any negligence on the part of Lessor.

13.2 Notwithstanding any provision in this Lease to the contrary or any contrary custom, practice or course of dealing by Lessor from time to time, Lessor shall not be liable to Lessee or those claiming by, through, or under Lessee, for injuries, damage, theft, vandalism or other loss to persons or property occurring upon, in, on or near Century Business Center, including the Premises, the Common Areas, and/or the Bus Parking Area, or elsewhere caused by the criminal, malicious, intentional, or otherwise wrongful act or conduct of any person whomsoever. Accordingly, Lessee acknowledges and agrees that Lessee and its agents, employees, guests and invitees shall use the Premises, Common Areas, and Bus Parking Area and all areas relating thereto at their sole risk, and Lessor shall provide no security with respect thereto. In the event that Lessor voluntarily chooses to provide or employ a building attendant, parking attendant, courtesy officer, night watchman, or security officer, or to provide any other security, from time to time, such action shall not constitute or imply any assumption or creation of liability by Lessor for the safety or security of Lessee, its agents, employees, guests or invitees; nor shall Lessee or its agents, employees, guests, or invitees be entitled to rely upon any such action by Lessor as constituting reasonable or adequate security.

SECTION 14. DEFECTIVE CONDITIONS

14.1 Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by Lessee's use or occupancy of the Premises, Common Areas, and Bus Parking Area and all areas relating thereto, including but not limited to any defect of plumbing, heating, air cooling, air conditioning equipment and ducts, electrical wiring or insulation thereof, gas pipes, or steam pipes, or from broken steps, from the malfunction of any sewer pipe or other plumbing facility in, on, or about the Premises, or for any such damage or injury done or occasioned by the falling of any

fixture, plaster, or stucco, for any such damage or injury caused by wind or by the act, omission, or negligence of other persons.

14.2 All claims against the Lessor for any damage or injury, as provided in Section 14.1, above, are hereby expressly waived by the Lessee.

SECTION 15. NUISANCES

Any use authorized in this Lease shall be permitted only if entirely contained within the Premises (or, where appropriate, the Common Areas or Bus Parking Area) in such manner that the use does not create an annoyance or nuisance to any person. No noxious, unpleasant, or offensive activity that can be construed to constitute a nuisance shall be carried on upon any portion of the Premises such as, but not limited to, unsightliness, the excessive emission of noise, odors, liquids, gases, dust, fumes or smoke, vibration, electromechanical disturbance, and radiation, or any form of air or water pollution, or the emission of odorous, toxic, or noxious matter or hazardous effluents. All uses must be operated in such a manner as to not generate noise, vibrations, heat, or glare that is perceptible beyond or outside of the Premises.

SECTION 16. REGULATIONS

16.1 No radios, televisions, phonographs, or other similar devices, or attached aerials shall be installed or utilized in a manner to be heard or seen outside of the Premises.

16.2 The Premises shall be kept clean and free of rubbish. Lessee shall maintain the Premises in an attractive and sightly condition, consistent with adjacent properties.

16.3 The plumbing facilities within or serving the Premises or Common Areas shall not be used for any purposes other than that for which they were constructed, and no foreign substances of any kind shall be thrown or placed in them.

16.4 No odors or vapors will be permitted or caused to emanate beyond the Premises.

16.5 Lessee shall not commit waste, perform any acts or carry on any practices which may injure or be a nuisance or menace to those who may use Century Business Center.

16.6 Lessee shall, at its sole costs and expenses, keep the Premises in a safe, aesthetically pleasing, and serviceable condition and free from any infestation by insects, rodents, and other pests.

16.7 Lessee shall not put any additional locks or latches upon any door without the written consent of Lessor. Any and all locks so added on any door shall remain for the benefit of Lessor, and an extra set of keys to such locks shall be immediately delivered by Lessee to Lessor prior to completion of installation of such locks.

SECTION 17. *[This Section intentionally left blank.]*

SECTION 18. WASTE

Lessee will not commit or permit waste of the Premises and must return the Premises to Lessor on expiration of the term of the Lease in the same condition as the Premises were in at the start of the lease term, fair wear and tear excepted.

SECTION 19. RIGHT OF ENTRY

Lessor shall have access to the Premises during Lessee's regular business hours for the purpose of inspecting said Premises and posting notices which Lessor may deem to be for the protection of Lessor and/or the Premises. Lessor may enter the Premises at all reasonable times for purposes of making emergency repairs, and to exhibit the Premises to prospective lenders, purchasers, and tenants.

SECTION 20. SIGNAGE

Subject to the prior written approval of Lessor, Lessee may install and maintain (i) one (1) sign within the Century Business Center identifying Lessee's location within the building, and (ii) one (1) sign on the exterior door of Premises advertising that Lessee maintains an office within the building. The size, appearance, locations, etc. of the sign shall in all respects be subject to the sole discretion and control of Lessor. Lessee shall at all times keep the sign in good condition, in proper working order and in accordance with all applicable government regulations. No additional signs which can be seen from the exterior of the Premises shall be installed without prior written consent of the Lessor.

SECTION 21. COMPLIANCE WITH LAWS

21.1 Lessee must comply promptly with all statutes, ordinances, rules, orders,

regulations, and requirements of federal, state, county and city governments and their respective agencies. This includes mandatory compliance with minimum building, health, and safety standards regarding the Premises.

21.2 Lessee must comply promptly with all rules, orders, and regulations of the Southeastern Underwriter's Association for the prevention of fires.

21.3 Lessee will indemnify and defend Lessor against and will save Lessor harmless from fines, penalties, costs, expenses, or damages resulting from Lessee's failure to observe and perform the undertakings contained in this Section 21.

SECTION 22. DEFAULT

22.1 Lessee will be deemed in default of this Lease if: (a) Lessee fails to pay rent within ten (10) days after payment is due; and/or (b) Lessee fails to perform Lessee's obligations or comply with any agreement or condition of this Lease other than the payment of rent, for fifteen (15) days after demand for performance by Lessor. No default by Lessee will be deemed as having been waived by Lessor by virtue of Lessor's acceptance of rent, whether or not Lessor has knowledge of the default, unless the waiver is expressed in writing and signed by Lessor.

22.2 Lessor will be deemed in default of this Lease if Lessor fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed, for thirty (30) days after demand for performance by Lessee. If Lessor's default is one that may not reasonably be cured within thirty (30) days, Lessor shall have such additional time as may be required so long as Lessor diligently pursues the cure or remedy.

SECTION 23. REMEDIES

23.1 In the event of a default by Lessee, Lessor will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided in this Lease or by law:

(a) To perform any act or do anything required under this Lease to be performed by Lessee, and to recover the costs thereof from Lessee. Such costs shall be due and payable upon demand and may be treated as additional rent payable under this Lease.

(b) To accelerate the maturity of all rents due and to become due

during the remainder of the Lease term.

(c) To terminate this Lease, re-enter, and relet the Premises for the account of Lessor. Lessor will be entitled to recover from Lessee all damages that result from Lessee's default.

(d) To keep this Lease in force, re-enter, and relet the Premises for the account of Lessee for a period equal to, or greater or less than, the remainder of the term of this Lease, at such rental and on such terms and conditions as Lessor deems reasonable. Lessor will not be liable for failure to relet the Premises or, in the event of reletting, for failure to collect the rents therefore.

(e) To keep this Lease in force, and to recover from Lessee the rent and any other sum due from Lessee each month or less frequently at the election of Lessor, or to recover the entire sum due at the expiration of the Lease term.

(f) To recover from Lessee all expenses including reasonable costs and charges for repairs to the Premises, which amounts will become due when incurred and become payable to Lessor on demand.

(g) To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this Lease, whether or not this Lease has been terminated, or to secure any rights due Lessor under this Lease, whether or not any action was instituted. Such fees and costs shall be due and payable upon demand and may be treated as additional rent payable under this Lease.

23.2 In the event of a default by Lessor, Lessee will have the following cumulative remedies, rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

(a) To perform any act or do anything required under this Lease to be performed by Lessor.

(b) To setoff from the rent any sum that Lessee may reasonably incur to cure any breach of this Lease by Lessor.

(c) To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this Lease, or to secure any rights due Lessee under this Lease, whether or not action is instituted.

SECTION 24. ASSIGNMENT AND SUBLETTING

24.1 Lessee may not sublet all or any portion of the Premises or assign this Lease or any portion of it without the prior written permission and consent of Lessor. If such consent be granted, then, in addition to such other conditions as Lessor shall have then imposed, if any, such subletting or assignment, as the case may be, shall be subject to the following conditions:

(a) the sublessee or assignee shall occupy the Premises and conduct its business in accordance with the permitted uses contemplated in this Lease.

(b) if any rent or any additional rent or charges required to be paid to Lessee by any such sublessee or assignee exceed the rentals and charges reserved hereunder, Lessee shall pay to Lessor monthly the entire amount of such excess, which shall be deemed additional rent; and

(c) notwithstanding any such assignment or subletting under the terms of this Section 24, sublease and the consent of Lessor thereto, Lessee will not be released or discharged from any liability whatsoever under this Lease and will continue to be liable thereon with the same force and effect as though no assignment or sublease had been made.

24.2 Except with the prior written permission and consent of Lessor as aforesaid, Lessee shall not voluntarily, involuntarily, or by operation of law, assign, transfer, mortgage, or otherwise encumber this Lease or any interest of Lessee therein, in whole or in part, or permit the Premises or any part thereof to be used or occupied by others.

SECTION 25. MATTERS BEYOND CONTROL OF LESSOR

25.1 In the event that Lessor is prevented from performing any of its obligations hereunder because of any matters beyond its control, such non-performance by Lessor shall be excused.

25.2 Whenever a period time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or material, theft, fire, public enemy, injunction, insurrection, court order, requisition of governmental body or authority, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are

beyond the control of Lessor.

SECTION 26. MODIFICATION

This Lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

SECTION 27. WAIVER

27.1 Lessor's failure on one occasion to demand Lessee's strict observance of Lessee's obligations under this Lease will not be construed as a waiver of Lessor's right to demand strict observance of Lessee's obligations on any subsequent occasion.

28.2 Lessor's acceptance of rent with knowledge of Lessee's default under the Lease will not be construed as a waiver of Lessor's right to require Lessee to cure the default. If Lessee fails to cure the default timely, or if the default is of such nature that it cannot be cured, this Lease may be terminated at the election of Lessor.

SECTION 28. GENERAL

28.1 Applicable Law. This Lease will be governed by the laws of Florida.

28.2 Captions. The captions and headings contained in this Lease are for convenience only and will not be used to interpret or construe this Lease.

28.3 Counterparts. This Lease may be executed in counterparts, all of which are to be considered one document, and any one of which may be introduced into evidence without production of any other copy.

28.4 Entire Agreement. This Lease sets out the entire agreement of the parties. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this Lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

28.5 Good Faith. This Lease imposes on the parties the obligation of good faith in the observance and enforcement of its terms.

28.6 Notices. All notices that either party desires or is required to give the

other must be in writing and delivered by personal delivery or by certified or registered mail. Notices to Lessor must be delivered to Lessor's address shown in the Lease, and to Lessee at the Premises. Lessor may change its address from time to time by giving written notice to Lessee of the change.

28.7 Severability. If any provision of this Lease or its applications to any person or circumstance is declared invalid or unenforceable, the remainder of this Lease will not be affected but will be enforced to the extent permitted by law.

28.8 Radon Gas. As required by Florida Statutes §404.056(8), Lessor notifies Lessee as follows:

"RADON GAS": Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[Remainder of page intentionally left blank. Signature page to follow.]

Metro Rapid Rental Agreement
with Town of Century

IN WITNESS WHEREOF, the parties have made and entered into this Lease Agreement as of the day and year first above written.



ATTEST:



Leslie Howington, CMC
Town Clerk

LESSOR:

Town of Century,
A Florida Municipal Corporation

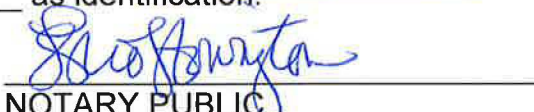
By: 

Benjamin D. Boutwell
Mayor

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2022, by Benjamin D. Boutwell, Mayor who is personally known to me or produced X as identification.





NOTARY PUBLIC
[AFFIX NOTARY STAMP]

[Remainder of page intentionally left blank. Additional signature page to follow.]

Metro Rapid Rental Agreement
with Town of Century

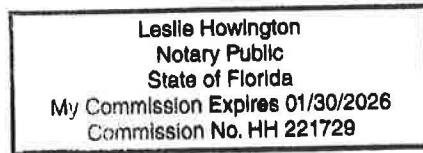
LESSEE:

Metro Rapid Transportation, LLC
A Florida Limited Liability Company

By: 
Trina James-Tanner
CEO

COUNTY OF ESCAMBIA:
STATE OF FLORIDA:

The foregoing instrument was acknowledged before me this 10th
day of May, 2022, by Trina James-Tanner who is personally known to me
OR produced — as identification.




NOTARY PUBLIC
[AFFIX NOTARY STAMP]

Exhibit "A"
The "Premises"



**Exhibit “B”
The “Bus Parking Area”**

