

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE AGREEMENT**

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***[Throughout this Lease, complete all blanks and check all boxes that apply. Blanks not completed and boxes not checked do not apply.]***

For good and valuable consideration, the parties to this Commercial Lease Agreement (the "**Lease**") agree as follows:

**ARTICLE ONE  
DEFINED TERMS**

As used in this Lease, the terms set forth in this Article One have the following meanings:

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**1.01 Effective Date:** The last date beneath the signatures of Landlord and Tenant on this Lease.

**1.02 Landlord:** Collin County Health Care Foundation

**Address:** Collin County Construction & Projects Department

4600 Community Avenue

McKinney, Texas 75071

Telephone: 972-547-5333 Fax: 972-547-5385

Email: [bburke@co.collin.tx.us](mailto:bburke@co.collin.tx.us) Bill Burke

**Emergency Contact Information Manned 24/7**

Collin County Central Plant Control Room

Telephone: 972-547-5339

**1.03 Tenant:** Achieve Counseling and Education Services, PLLC

900 E. Park Blvd., Suite 153

Plano, Texas 75074

Telephone: 469-795-1571

Email: [achieve@acesntx.com](mailto:achieve@acesntx.com)

**1.04 Premises [include Suite or Unit No., if applicable]:**

**A. Building Name:** Collin County Health Care Foundation

**B. Street address:** 900 E. Park Boulevard, Suite 153

Plano, Texas 75074 in Collin County, Texas

**C. Legal description:** The property on which the Premises are situated is described on the attached Exhibit "B", SURVEY AND/OR LEGAL DESCRIPTION (the Property). The term "Property" includes the land described on Exhibit "B", and any improvements on the land (including the Premises).

**D. Floor Plan or Site Plan:** Being a floor area of approximately 1804 square feet and being more particularly shown in outline form on the attached Exhibit "A", FLOOR PLAN AND/OR SITE PLAN.

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**E. Tenant's Pro Rata Share: 1.5%**

**1.05 Term:** three (3) years and 0 months beginning on August 1, 2021 (the "Commencement Date") and ending July 31, 2024 (the "Expiration Date"). Unless the context requires otherwise, references in this Lease to the "Term" include any renewal or extension of this Lease.

**1.06 Base Rent:** Base Rent for the Term is due and payable in monthly installments per month in advance as described: \$16.00 per square foot or \$2,405.37 per month August 1<sup>st</sup> of each year and \$2,405.33 at the first of each month for the remaining eleven months in the year. Base Rent and all other sums due or payable by Tenant to Landlord under this Lease are collectively referred to in this Lease as the "Rent."

**1.07 Percentage Rental Rate:** Not applicable

**1.08 Security Deposit:** \$2,405.33 (due upon execution of this Lease). [See Section 3.04]

**1.09 Permitted Use:** General Office / Counseling Center [See Section 6.01]

**1.10 Party to whom Tenant is to deliver payments under this Lease** is the Landlord, unless one of the following boxes is checked, in which case Tenant shall deliver payments to: ☐ Principal Broker, or ☒ Other [Set forth name and address, if other than Landlord or Principal Broker]:

**Collin County Central Plant  
Attn: Construction & Projects: Bill Burke  
4600 Community Avenue  
McKinney, Texas 75071**

**1.11 Intentionally Omitted.**

**1.12 Intentionally Omitted.**

**1.13 Intentionally Omitted.**

**1.14 Exhibits and Addenda.** Any exhibit or addendum attached to this Lease (as indicated by the boxes checked below) is incorporated as a part of this Lease. Any term not specifically defined in an Addendum will have the same meaning given to it in the body of this Lease. If any provisions in the body of this Lease conflict with the provisions of any Addendum, the Addendum will control.

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**16.11 Survival.** All obligations of any party to this Lease that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

**16.12 Binding Effect.** This Lease will inure to the benefit of, and be binding upon, each of the parties to this Lease and their respective heirs, representatives, successors and assigns. However, Landlord will not have any obligation to Tenant's successors or assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Lease.

**16.13 Intentionally Deleted.**

**16.14 Patriot Act Representation.** Landlord and Tenant each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

**16.15 Offer.** The execution of this Lease by the first party to do so constitutes an offer to lease the Premises. Unless this Lease is signed by the other party and a fully executed copy is delivered to the first party within ten (10) days after the date of execution by the first party, such offer to lease will be deemed automatically withdrawn. Any acceptance of an offer that has been withdrawn will only be effective if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

**16.16 Intentionally Deleted.**

**16.17 Consult an Attorney.** This Lease is an enforceable, legally binding agreement. Read it carefully. By executing this Lease, Landlord and Tenant each agree to the provisions contained in this Lease.

**16.18 Improvements.** Improvements will be made by Tenant with prior written approval from Landlord. Tenant will supply Landlord with a copy of Construction Documents of the approved build-out. Improvements will be made at Tenant's expense. Tenant shall supply Landlord with proof of payment in full of alterations once complete. In addition, if a permit is required, Tenant or Tenant's representative is to supply Landlord with a copy of the City of Plano Certification of Occupancy when received.

**16.19 Intentionally Deleted.**

This Lease has been executed as of the Effective Date.

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**LANDLORD:**

**Collin County Health Care Foundation**

By [Signature]: 

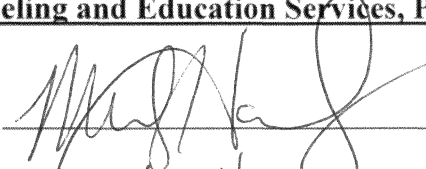
Name: CHRIS HILL

Title: COUNTY JUDGE

Date of Execution: 27 JULY 2021

**TENANT:**

**Achieve Counseling and Education Services, PLLC**

By [Signature]: 

Name: Matty Harris

Title: owner

Date of Execution: -

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Exhibit A – Layout (Attached)

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## ADDENDUM "B" TO LEASE

### RENEWAL OPTIONS

Tenant shall have the right to renew the term of this Lease for two (2) three (3) year terms upon prior written notice ("Tenant's Election Notice") to Landlord given not sooner than nine (9) months nor later than three (3) months prior to the expiration of the then-current term of this Lease; provided that at the time Tenant gives such notice to Landlord and for the remainder of the then-current term of this Lease (i) this Lease has not been assigned and no sublease of the Premises has occurred, even if such assignment or subletting has been consented to by Landlord and (ii) Tenant is not in default hereunder. During the renewal term, the provisions of this Lease, as it may be amended in writing prior to the date of the commencement of such renewal term, shall continue in effect except that Tenant shall occupy the Premises in its then "as is" condition and there shall be no abatement of rent, nor shall there be credit or allowances given to Tenant for improvements to the Premises. If Tenant timely elects to extend the Lease, the Base Rent during such extension term shall be at a rate ("Fair Market Rate") representing the price that a ready and willing tenant would pay as of the commencement of the extension as monthly rent to a ready and willing landlord of premises comparable to the Premises if the property were offered for lease on the open market for a reasonable period of time, and taking into account the term of the extension, the amount of improvements made by Tenant at its expense, the creditworthiness of the Tenant, and all of the purposes for which the property may be used and not just the use proposed to be made of the Premises by Tenant. Not more than sixty (60) days prior to Tenant's timely delivery of the applicable Tenant's Election Notice, Tenant may request in writing Landlord's proposed Fair Market Rate for the extension term in question and Landlord shall provide Landlord's proposed Fair Market Rate within fifteen (15) days after receiving such request. If Tenant fails to make such a request to Landlord, then Landlord shall provide Landlord's proposed Fair Market Rate within fifteen (15) days after Landlord's receipt of Tenant's Election Notice. Landlord and Tenant shall negotiate in good faith to agree upon the final Fair Market Rate, which shall be the Base Rent for the extension term in question (and in no event shall be less than the Base Rent in effect at the end of the term immediately preceding the extension term in question), but Tenant's deadline for delivering Tenant's Election Notice shall not be extended on account of any such negotiations.

If Landlord and Tenant have not been able to agree on the Fair Market Rate amount within thirty (30) days following Tenant's delivery of Tenant's Election Notice, the Fair Market Rate for the extension term will be determined by the following appraisal process. Landlord and Tenant shall endeavor in good faith to select a single Appraiser. The term "Appraiser" means a third party Texas licensed commercial real estate broker with a minimum of 5 years of recent commercial real estate experience in the Plano market. If Landlord and Tenant are able to agree upon and

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select a single Appraiser, that Appraiser will determine the Fair Market Rate for the extension term.


If Landlord and Tenant are unable to agree upon a single Appraiser within ten (10) days after the end of the thirty (30) day period, each will then appoint one Appraiser by written notice to the other within seven (7) days after the end of the thirty (30) day period. Within five (5) business days after the two Appraisers are appointed, the two Appraisers will appoint a third Appraiser. If either Landlord or Tenant fails to appoint its Appraiser within the prescribed time period, the single Appraiser appointed will determine the Fair Market Rate. Each party will bear the cost of the Appraiser appointed by it and the parties will share equally the cost of the third Appraiser. The Fair Market Rate of the Premises will be the average of the two appraisals that are closest to each other in amount, with the third appraisal disregarded. Regardless of the method of determining the Fair Market Rate, in no event shall the Fair Market Rate for the extension term in question be less than the Base Rent in effect at the end of the term immediately preceding such extension term.

If the Fair Market Rate is not determined before the commencement of the renewal term, then Tenant shall continue to pay to Landlord the Base Rent applicable to the Premises immediately before the extension term until the Fair Market Rate amount is determined, and when it is determined, Tenant shall pay to the other the difference between the Base Rent actually paid by Tenant and the new Base Rent established for the renewal term.

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**ADDENDUM "F" TO LEASE**  
**CONSTRUCTION OF IMPROVEMENTS**

**ARTICLE I**

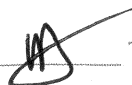
**TENANT'S OBLIGATIONS**

Tenant hereby accepts the Premises "As-Is" and "turned over to Tenant for finish-out". Prior to the commencement of any construction, Tenant shall adhere to the following:

**A. PRE-CONSTRUCTION OBLIGATIONS**

- (1) Plans, diagrams, schedules and other data relating to work to be performed by Tenant must be furnished by Tenant to Landlord complete, sufficient to comply with all applicable laws, building codes and sufficient to obtain a building permit if required, and ready for Landlord's consideration and final approval. Without limiting the generality of the immediately preceding sentence, Tenant's submissions must (a) comply with the requirements of any interior design specifications which may be attached hereto as Addendum F and (b) include a site plan, a floor plan, a reflected ceiling plan, a plumbing, electrical and HVAC design plan, elevations of walls and a fixture plan. All drawings shall be at scale of either 1/8" or 1/4". Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time.
- (2) Tenant shall secure Landlord's written approval of all designs, plans, specifications, materials, contractors and contracts for work to be performed by Tenant before beginning the work (including following whatever "work letter" instructions, if any, which Landlord may deliver to Tenant in connection with the work) ("Design Submission"), and shall secure all necessary licenses and permits to be used in performing the work. Within ten (10) days of Landlord's receipt of the Design Submission, Landlord shall respond to Tenant, in writing, with all reasonable requested changes. If Tenant has not received comments by such date, or if Landlord responds with no requested changes, the Design Submission shall be deemed approved ("Approved Design Submission"). Any objections made by Landlord must be reasonable and shall be made with reasonable specificity. If Landlord makes timely objections to the Design Submission, Tenant shall thereafter make such revisions in order to incorporate Landlord's reasonable objections and comments and shall resubmit same to Landlord who shall again, within ten (10) days after receipt of such resubmitted Design Submissions, either approve same in writing or give further reasonable objections thereto. The foregoing process shall continue until the Design Submission has been approved by Landlord and Tenant in writing. Tenant's finished work shall be in accordance with the Approved Design Submission, and shall be subject to Landlord's

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approval and acceptance. If required by the applicable municipality, Tenant shall, at Tenant's expense, obtain an asbestos survey of the Premises from a person or company which is properly licensed to prepare such a survey. Tenant shall provide a copy of the asbestos survey to Landlord within ten (10) days following the completion of the survey.

- (3) The Tenant's insurance requirements under Section 5.03 of this Lease and the waiver requirements under Section 5.05 of this Lease shall apply during the construction contemplated in this exhibit, and Tenant shall provide evidence of appropriate insurance coverage (including, unless waived by Landlord, what is commonly referred to as "builder's all-risk" insurance) prior to beginning any of Tenant's work. Tenant shall also provide Landlord with evidence of insurance covering both Tenant and Tenant's contractor against damage to their personal property, as well as against third-party liability and worker's compensation claims arising out of all construction and associated activities. All policies of insurance shall be subject to Landlord's prior approval and shall be endorsed showing Landlord and Landlord's property manager as additional named insureds (or if permitted by Landlord, may provide a waiver of subrogation against Landlord and Landlord's property manager).

#### B. DESCRIPTION OF TENANT'S WORK

- (1) Signs: Tenant shall pay for all signs and the installation thereof, including the electrical hook-up, subject to the provisions of Section 6.04 of this Lease.
- (2) Utilities: Except for electric and water, all meters or other measuring devices in connection with utility services shall be provided by Tenant. All service deposits shall be made by Tenant at Tenant's expense.
- (3) All work undertaken by Tenant shall be at Tenant's expense. Any roof penetration shall be performed by Landlord's roofer, or, at Landlord's option, by a bonded roofer approved in advance by Landlord. The work shall be begun only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans to include materials acceptable to Landlord in order to prevent injury to the roof and to spread the weight of the equipment being installed. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work (including, without limitation, any roof work or concrete work).
- (4) All work undertaken by Tenant shall be awarded to Landlord's contractor unless, before any construction begins, Tenant chooses and receives Landlord's written approval for another contractor to complete Tenant's work.

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- (5) Upon completion of Tenant's work, Tenant shall (i) notify Landlord that the work is complete and ready for Landlord's review, (ii) deliver to Landlord a true copy of Tenant's certificate of occupancy (or similar governmental permit), (iii) supply Landlord with a copy of any inspection tags or professional reports, and (iii) provide documentation acceptable to Landlord that all bills have been paid to Tenant's contractors, subcontractors and professionals.
- (6) All work that may disrupt other Tenants shall be done after hours or on weekends unless otherwise approved by Landlord which includes any utility shut off unless it can be contained in Tenant's suite.

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## Addendum G – Rules and Regulations

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