

**THIS COMMERCIAL LEASE AGREEMENT** ("Agreement") is entered into as of the 22nd day of September, 2025 ("Effective Date"), by and between:

Lessor: Collin County CSCD, a department/division of Collin County (the "Entity"), a political subdivision of the State of Texas ("Lessor");

Lessee: Collin County Healthcare Foundation, a department/division of the same Collin County Healthcare Trust Foundation (the "Entity"), a political subdivision of the State of Texas ("Lessee").

Collectively referred to as "Parties."

## **1. PREMISES**

Lessor leases to Lessee, and Lessee leases from Lessor, the following described real property: 900 E. Park Blvd., Suite 200, Plano, Texas (the "Premises"), consisting of approximately 11,349 square feet of office/commercial space, together with appurtenant rights, parking areas, and access easements as reasonably necessary for Lessee's use.

## **2. TERM**

The initial term of this Lease shall commence on October 1, 2025 ("Commencement Date") and shall continue for a period of five years and 0 months, expiring on September 30, 2030 ("Initial Term"), unless sooner terminated as provided herein.

## **3. RENEWAL OPTIONS**

Lessee shall have the option to renew this Lease for up to 0 additional renewal terms of 0 months/years each, by providing written notice to Lessor at least 0 days prior to the expiration of the then-current term. Renewal terms shall be on the same terms and conditions unless otherwise agreed in writing by both Parties.

## **4. RENT**

4.1 Amount. Lessee agrees to pay to Lessor as rent for the Premises the sum of \$15,132. per month (or \$16.00 per square foot per month), payable in advance on or before the first day of each month during the Term and any Renewal Term.

4.2 Adjustments. Rent may be adjusted upon renewal or as otherwise agreed in writing, subject to approval by the governing body of the Entity.

4.3 Method of Payment. Payments shall be made via interdepartmental transfer, internal journal entry, or other method consistent with the Entity's financial policies.

## **5. USE**

Lessee shall use the Premises solely for Collin County CSCD, and for no other purpose without Lessor's prior written consent.

## **6. MAINTENANCE AND REPAIRS**

Lessor Responsibilities: Structural components, roof, foundation, HVAC major systems unless otherwise agreed.

Lessee Responsibilities: Routine janitorial services, interior upkeep, and reasonable care of the Premises. A detailed maintenance schedule may be attached as Exhibit A.

## **7. UTILITIES**

Utilities shall be included in the Rent described in Section 4 (water, sewer, electricity, gas, waste disposal).

## **8. COMPLIANCE WITH LAWS**

Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including Texas accessibility standards (TAS) and applicable building codes.

## **9. ALTERATIONS AND IMPROVEMENTS**

Lessee shall not make alterations or improvements without Lessor's prior written consent. All permanent improvements shall remain with the Premises upon termination, unless otherwise agreed.

## **10. INSURANCE AND LIABILITY**

As departments of the same governmental entity, both Parties are covered by the entity's self-insurance or risk management programs pursuant to Texas law. Nothing in this Lease waives or modifies any governmental immunities or defenses available under Texas law, including the Texas Tort Claims Act.

## **11. TERMINATION**

Either Party may terminate this Lease for convenience with 30 days' prior written notice, subject to governing body approval. Either Party may terminate for cause in the event of material breach, following reasonable notice and opportunity to cure.

## **12. GOVERNING LAW**

This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in the courts of Collin County, Texas.

## **13. NOTICES**

All notices shall be in writing and delivered by hand, certified mail, or email to:

For Lessor:

Collin County Healthcare Foundation:

Sandeep Kathuria/Director of Building Projects

4600 Community Ave.

McKinney, Texas 75071

[skathuria@co.collin.tx.us](mailto:skathuria@co.collin.tx.us)

Yoon Kim/County Administrator

2300 Bloomdale Road

McKinney, Texas 75071

[adminser@collincountytx.gov](mailto:adminser@collincountytx.gov)

For Lessee:

Collin County CSCD

900 E. Park Blvd., Suite 200, Plano, Texas 75074

[cscd@collincountytx.gov](mailto:cscd@collincountytx.gov)

## **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties regarding the Premises and supersedes all prior discussions or agreements, whether written or oral.

## **15. AMENDMENTS**

Any amendment to this Lease must be in writing and approved by the governing body or authorized representatives of both Parties.

## **16. EXPENSES FOR ENFORCEMENT**

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.



## 17. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

## 18. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

EXECUTED to be effective as of the date first written above.

LESSOR: Collin County Healthcare Foundation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: Collin County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_