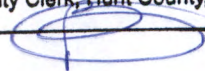


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FILED FOR RECORD  
at 12:30 o'clock P M

**OFFICE LEASE AGREEMENT  
TERMS AND DEFINITIONS**

DEC 08 2022

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 

**Date:**  
December 1, 2022

**Landlord:**  
Hunt County, Texas

To be sending  
New lease

**Landlord's Address:**  
2507 Lee Street, Room 102  
Greenville, Texas 75401

**Tenant:**  
Greenville Board of Development  
2500 Stonewall St., Suite 809  
Greenville, Texas 75401

**Premises:**  
The entire 8<sup>th</sup> floor of the Greenville Exchange Building located at 2500 Stonewall Street,  
Greenville, Texas 75401

**Name of Building:**  
Greenville Exchange Building

**Street Address:**  
2500 Stonewall Street  
Greenville, Texas 75401

**Base Rent:** (payable monthly): \$4,500 per month

**Term:** 96 months

**Escalation Clause (100%):** On each annual anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases or decreases. The Lessor must request by letter to the Lessee any increase in rent no later than thirty (30) days from the anniversary date.

The formula for determining the amount of the escalation allowable in any given contract year shall be:

$$\text{Base Factor X Percent Escalation Allowable} = \text{Amount of Escalation Allowed.}$$

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

Percent Escalation Allowable will be based on a percent change in the **Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City average)** published by the United States Department of Labor, Bureau of Labor Statistics, Washington, DC. 20212. Percent changes shall be rounded to the nearest one tenth of one percent.

For Illustrative Purposes Only:

January, 1999 = 312.6

January, 2000 = 324.3 (represents 3.7% increase).

Base Factor: One Hundred Percent (100%) of the monthly cost of the lease will be the base factor used to calculate the escalation.

*Example:*

If the total cost per month for the subject space is \$8,000.00 the base factor would be \$8,000.00 (100% of \$8,000.00). Base Factor being \$8,000.00 and the escalation allowable is 3.7%, then the amount of the escalation allowed is \$296 ( $\$8,000.00 \times 3.7\% = \$296$ ) and the new monthly rental for the year of the contract would be \$8,296.00.

The first escalation will be December 1, 2024, based upon the percent change in the CPI from 2023 to 2024. Each succeeding year, the same procedure as outlined above will be used.

The parties agree that this shall be a 100% CPI Escalation Clause because Lessor has agreed to pay for all utilities and janitorial services.

Provided however, the total Base Rent plus any cost/escalation shall never be more than \$6,000.00 per month unless additional terms are negotiated by the parties and reduced to writing.

**Commencement Date:** December 1, 2022

**Rental Beginning Date:** December 1, 2022

**Termination Date:** November 30, 2030

**Use:** To be used as office space, for the purposes described in Paragraph E.20, below.

**Amount of Liability Insurance:**

Death/Bodily Injury:	N/A
Property:	N/A

**Guarantors:** None.

**Utilities:** Landlord shall provide all utilities at its expense, including electricity, gas and water.

**“Rent”** means the base rent plus any other sums of money due Landlord by Tenant.

**“Landlord”** means Landlord and its agents, employees, invitees, licensees or visitors.

**“Tenant”** means Tenant and its agents, employees, invitees, licensees or visitors.

**“Essential Services”** means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

## LEASE CLAUSES AND COVENANTS

### A. Tenant agrees to -

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the premises "as is," the premises being suitable for Tenant's intended use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations, if any, adopted by Landlord.
4. Pay monthly, in advance, on the 1<sup>st</sup> day of the month, the rent to Landlord at Landlord's address as applicable.
5. Pay, as additional rent, all other sums due under this Lease.
6. Pay a late charge of five percent (5%) for any rent not received by Landlord by the 10<sup>th</sup> day of each month in which rent is due.
7. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants upon prior reasonable notice from Landlord to Tenant.
8. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
9. Repair any damage to the premises, if any, caused by Tenant.
10. Submit in writing to Landlord any request for repairs, replacements, and maintenance that are the obligations of Landlord.
11. Vacate the premise and return all keys to the premises on termination of this
12. On request, provided such is true and correct, execute an estoppel certificate that states the commencement and termination dates of the Lease, identifies any amendments to the Lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

### B. Tenant agrees not to -

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.
2. (a) Create a nuisance or (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the

premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord's lock system to the main building entrance/exits;

4. Alter the premises without Landlord's written consent, which shall not be unreasonably withheld or delayed.

5. Allow a lien to be placed on the premises.

6. Assign this Lease without Landlord's prior written consent.

C. Landlord agrees to -

1. Lease to Tenant the premises for the entire term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility.

3 Provide normal utility-service connections to the building.

4 Repair, replace and maintain the (a) roof, (b) foundation, (c) parking facility and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the premises. Specifically, Landlord shall be responsible for the maintenance and repair of the heating and air conditioning system and plumbing servicing the leased premises.

5. Insure the leased space against all risks of direct physical loss in an amount equal to at least 90 percent (90%) of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy

6. Provide the following services: (a) air conditioning, heating and plumbing to the premises reasonable for Tenant's use (excluding air-conditioning or heating for electronic data processing or other specialized equipment) during building operating hours which are Monday-Friday, 7:00 a.m. to 7:00 p.m. and on Saturday, 8:00 a.m. to 1:00 p.m. and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric service for normal office machines and building's standard lighting reasonable for Tenant's use; and (d) electric service for fluorescent lights in building's standard light fixtures on the premises. Further, Landlord will provide lighting in common areas as an operating expense. Further, Landlord will provide daily janitorial and debris removal services to the Premises.

7. Provide Tenant 5 reserved covered parking spaces within the parking garage.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment.

E. Landlord and Tenant agree to the following:

**1 Alterations.** Any physical additions or improvements to the premises made by Tenant will become the property of the Landlord. Landlord may require that Tenant, at termination of the Lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted. Landlord will notify Tenant in writing at the time of Tenant's request for approval, whether or not an approved improvement or addition will be required to be removed at termination of the lease.

**2. Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason unless the premises are rendered untenable due to Landlord's failure to provide services such as electricity, water, plumbing or HVAC for a period of five (5) consecutive business days at which time rent will be abated for the period of time the premises remain untenable including the initial five (5) business days.

**3. Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facility, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

**4. Notice of Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

**5 Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety (90) days Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this Lease by written notice to Landlord; (b) if the premises cannot be restored within ninety (90) days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this Lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten (10) days. If Tenant does not terminate this Lease, it shall continue and Landlord shall restore the premises as provided in (a) above; (c) to the extent the premises are untenable after the casualty and the damage was not caused by Tenant, the rent will be adjusted or abated as may be fair and reasonable.

**6. Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate; (b) if there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, Landlord will, at landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may

be fair and reasonable; (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation, unless an award is made directly to Tenant.

7. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this Lease within fifteen (15) days after written notice, or (b) failing to provide essential services, if required, to Tenant within five (5) days after written notice.

8. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service if required, for fifteen (15) days after default, terminate this Lease.

9. **Default by Tenant/Events.** Default by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating the premises; or (c) failing to comply within 15 days after written notice with any provision of this Lease other than the defaults set forth in (a) and (b) above.

10. **Default by Tenant/Landlord's Remedies.** Landlord's remedies to Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any reasonable expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this Lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, including changing the locks.

11. **Default/Waiter/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

12. **Holdover.** If Tenant does not exercise its option to renew or otherwise vacate the premises following termination of this Lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of 30 days' notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

13. **Attorney's Fees.** If either party retains an attorney to enforce this Lease, the prevailing party is entitled to recover reasonable attorney's fees.

14. **Venue.** Venue is in Hunt County, Texas, where the premises are located.

15. **Entire Agreement.** This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to the expressly mentioned exhibits and riders not incorporated in writing in this Lease.

16. **Amendment of Lease.** This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY

OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

18. **Notices.** Any notice required by this Lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

19. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises for more than ten (10) days after the end of the term.

20. **Use of Premises.** For the purposes of conducting the lawful business of the Greenville Board of Development.

21. **Effective Date.** Prior to the effective date, Tenant may have prior access to the premises at no cost to perform minor Tenant improvements and install furniture and telephone systems provided this Lease Agreement is fully executed by both parties.

22. **Improvement Allowance.** (a) Landlord will provide its premises in its "As-Is" condition as set forth above; and (b) Tenant shall bear the entire cost of performing any Tenant improvements.

23. **Renewal Option.** (a) Tenant shall have the right to renew this Lease under the same terms and conditions (except without an additional renewal option during the renewal term) for a period of ten (10) additional years at the market rental at that time, but not less than the rental rate applicable during the last year of the original term, provided Tenant gives Landlord ninety (90) days advance written notice. This option shall not be applicable at any time when there is an uncured event of default under the Lease, and the renewal option shall terminate upon the earlier termination of this Lease for any reason.

24. **Signage.** Signage will be subject to mutually agreeable specifications, as well as to all city and municipal codes and ordinances. Tenant shall be entitled to place its sign on the building, provided it does not damage the building and otherwise comply as is set forth above.

25. **Force Majeure.** In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, terrorism, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

26. **Sublease.** Tenant may sublease the Premises (all or a portion) without prior written approval from Landlord.

## F SPECIAL PROVISIONS

1. **Event of Sale.** In the event Landlord sells the building during the term of this Lease, such sale shall be subject to the terms of this Lease Agreement, and any purchaser shall be bound by the terms hereof.

2. **Notice of Sale.** Landlord will give Tenant immediate written notice of any sale; after the execution of a Contract of Sale between the Buyer and Seller/Landlord.

3 **Limitation of Landlord's Liability.** Whether or not a sale of the Building occurs, Landlord's liability shall be limited to its interest in the Building. Landlord shall not be liable for consequential or special damages. After a sale of the Building, Tenant's claims shall be exclusively against the new owner of the Building. Landlord shall not be responsible for damage to or for any loss of personal property of the Tenant, or Tenant's employees or invitees.



LEASE SIGNATURE PAGE

We hereby acknowledge and agree to the terms of the Lease dated the \_\_\_\_\_ day of December, 2022, by and between Hunt County, Landlord, and Tenant, Greenville Board of Development, said Lease containing Pages 1 through 9, including this Lease Signature Page.

EXECUTED on this the 8<sup>th</sup> day of December, 2022.

LANDLORD:

HUNT COUNTY, TEXAS

By: \_\_\_\_\_  
Its authorized representative

Landlord's Address:

2507 Lee Street  
Room 102  
Greenville, Texas 75401

TENANT:

GREENVILLE BOARD OF DEVELOPMENT

By: \_\_\_\_\_  
Its authorized representative

Tenant's Address:

Greenville Exchange Building  
2500 Stonewall, Suite 809