

## 1431 Graham Road Tomball Texas

### OFFICE LEASE

**THIS LEASE** is made this 19<sup>th</sup> day of July 2021 by and between Headquarters Too, LLC a Texas limited liability company ("Landlord"), and Silver Accounting Group, LLC, ("Tenant").

1. **Rent.** Landlord hereby leases to Tenant Suite 150 on the first floor of the office building located at 1431 Graham Road Tomball Texas (the "Building"), consisting of 2534 square feet of rentable space (the "Premises") beginning on the Rental Commencement Date (defined below) for a term of 60 full calendar months (the "Term"). During the Term, Tenant shall pay rent to Landlord in (the "Base Rent") as follows:

Year 1-5

\$13.00sf annually (\$2,745.17 per month)

The Rental Commencement Date shall be the date 1 day after Landlord delivers to Tenant the Premises with the alterations shown on Exhibit A substantially completed. If the Rental Commencement Date occurs on a date other than the first day of any month, then the Rent for such partial month shall be prorated. The Term of the Lease will for 60 full calendar months starting on the first day of the following month. See Exhibit A for a description of the alterations and any special provisions. Upon execution of this Lease Tenant shall pay to Landlord \$5,490.34 for the first month's rent (\$2,745.17) and the Security Deposit (\$2,745.17).

In addition to the Base Rent, Tenant shall pay to Landlord Tenant's Pro Rata Share of the cost of maintenance of the Building and Common Area. The Common Area is defined as that part of the Building intended for the common use of all tenants, including among other facilities hallways, bathrooms, lobby areas, private streets and alleys, parking lots, landscaping, curbs, loading areas, sidewalks, lighting facilities, and related areas. Common Area Maintenance Costs include, among other costs, all costs and expenses of maintaining, replacing and repairing the Building and Common Areas such as lighting, painting, cleaning, policing, inspecting, repairing and replacing, maintaining and repairing the roof, all HVAC units utility mains, lines, grease traps, conduits and other facilities located on, above or under the Common Area, and a reasonable management fee for the management of the Building. In addition, Common Area Maintenance Charges shall include (i) all real estate taxes owing as a result of the ownership of the Property including all assessments, impositions, levies, charges, excise fees, licenses, and other sums (whether now existing or hereafter arising, whether foreseen and whether made under the present

  
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system of real estate taxation, or some other kind or system of taxation, whether current or future), levied, assessed, charged, or imposed by any governmental authority or other taxing authority, or which accrue on the Building and the Property and (ii) all insurance premiums, costs and expenses, on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, and any other insurance which, from time to time, may, at Landlord's election, be carried by Landlord with respect to the Building and the Property.

The Common Area Maintenance Charges will be estimated each year by the Landlord for the following year, and one-twelfth of which shall be payable by Tenant with the Base Rent each month. At the end of each year Landlord will provide Tenant with a statement of comparing the actual Common Area Maintenance Charges for the prior year to the estimated amount paid by Tenant Common Area Maintenance charges for the such year (the "CAM Comparison"). If the CAM Comparison shows that Tenant has overpaid Tenant's Pro Rata Share of the Common Area Maintenance Charges such overage shall be applied offset Tenant's Pro Rata Share of the Maintenance Charges for the following year. If the CAM Comparison shows that Tenant has underpaid Tenant's Share of the Common Area Maintenance Charges then Tenant shall immediately, upon demand, pay such difference to Landlord. "Tenant's Pro Rata Share" of the Common Area Maintenance Charges shall mean the ratio that the total gross square footage of the Premises bears to the total square footage of all premises located within the Building. The Common Area Maintenance Charges and the Base Rent are referred to as the "Rent."

Tenant hereby covenants with the Landlord that Tenant will pay the Rent as described above and should the Rent remain due and unpaid for a period of five (5) days after the Rent is due Landlord may, at Landlord's option, consider the said Tenant in default and a tenant at will and immediately re-enter the Premises and the entire rent for the remainder of the Term shall at once be due and payable.

2. **Use.** Tenant will use the Premises as office space for its accounting business and for no other purpose. Tenant will not use or permit the Premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the Premises or to the comfort of the other tenants of the Building nor will Tenant sublet or assign this lease nor any part hereof without the prior written consent of Landlord. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord.

3. **Tenant Obligations.** Tenant will keep the interior of the Premises, and all windows, doors, fixtures, interior walls, pipes, and other fixtures in good condition and repair and in clean condition. Tenant will (i) exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the Common Areas; (ii) permit Landlord or Landlord's agents or employees, at all reasonable times, to enter the Premises and inspect the conditions thereof, and make such repairs as may be necessary; and (iii) at the expiration of the Term, without demand, quietly and peaceably deliver the possession of the Premises to Landlord in good condition, reasonable wear and tear excepted.

  
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4. **Landlord Obligations.** Landlord hereby covenants with Tenant that upon the performance by Tenant of the covenants herein, that the Landlord will, during the Term, (i) keep all the external parts of the Premises in good repair; (ii) that in case the Building or any part thereof, shall at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, Landlord shall have the option to terminate this Lease, or to repair and rebuild the Premises, prorating Tenant's Rent until the Premises are repaired and fit for occupancy and use; and (iii) ensure that the Tenant may quietly hold and peacefully enjoy the Premises without any interruption by Landlord or any person claiming under Landlord.

5. **Landlord's Lien.** Tenant hereby pledges and assigns to Landlord all furniture, fixtures, goods and chattels of Tenant located at the Premises, as security for the payment of the Rent and Tenant agrees that the lien may be enforced by foreclosure or otherwise, at the election of Landlord. If Tenant fails to pay the Rent or other charges due herein, and same is collected by suit or through an attorney, Tenant agrees to pay Landlord reasonable attorney's fees, together with all costs incurred.

6. **Insurance.** Tenant shall procure and maintain throughout the Term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises. The limits of such policy or policies shall be in an amount not less than \$1,000,000 combined single limit for bodily injury and/or property damage for each occurrence. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least 30 days prior to the expiration of the respective policy terms. If Tenant should fail to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand, as additional Rent hereunder, the premium cost thereof.

Landlord and Tenant each waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant their respective property, the Premises or its contents, or to other portions of the Premises arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease.

7. **Default.** If Tenant fails to pay any Rent, when due, or Tenant shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within thirty days after written notice thereof to Tenant, Landlord may, at Landlord's option, without any further notice or demand whatsoever (any such notice and demand being expressly waived by Tenant) in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

  
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(a) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated this Lease.

(c) Alter locks and other security devices at the Premises.

8. **Estoppel**. Tenant and Landlord shall promptly upon request from the other execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord or Tenant, any prospective purchaser or any current or prospective mortgagee of all or any portion of the Building.

9. **Guaranty**. The obligations of Tenant under this Lease shall be guaranteed by Brian Silver, the Guarantor (s), pursuant to the separate Guaranty executed by such Guarantor. Any claim or lawsuit may be brought against Guarantor(s) or any claim settled with Guarantor(s) without impairing or releasing the rights of Landlord against Tenant or any other Guarantor.

10. **Assigns**. This lease shall bind Landlord and Tenant and their respective heirs, assigns, administrators, legal representatives and executors. Tenant shall not assign this Lease without Landlord's prior written consent.

11. **Security Deposit**. Tenant agrees to pay a Security Deposit of \$2,745.17 to secure Tenant's pledge of full compliance with the terms of this agreement.

12. **Miscellaneous**. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor. This Lease, including all Exhibits attached hereto, contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof.

In the event Tenant or Landlord defaults in the performance of any of the terms, agreements or conditions contained in this Lease and Landlord or Tenant places the enforcement of this Lease, in the hands of any attorney who files suit upon the same, the non-prevailing party shall pay the reasonable attorney's fees and costs of court of the prevailing party.

**EXECUTED as of the date hereinabove stated.**

**LANDLORD:  
Headquarters Too, LLC**



By: Peter Licata, its Manager

**TENANT: Silver Accounting Group LLC**



Brian Silver (Jul 21, 2021 14:30 CDT)

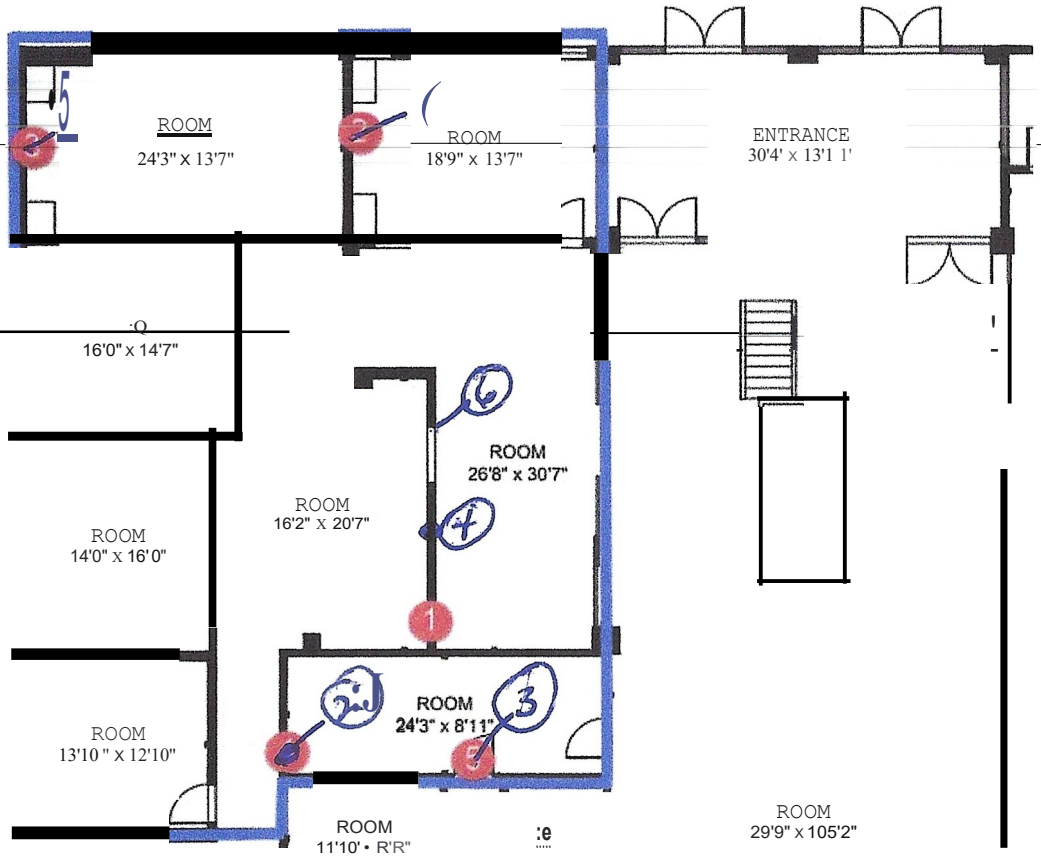
**By:** Brian Silver, **its** Member

**Exhibit A**  
**Special Provisions**

1. At no cost to Tenant, Landlord will use commercially reasonable efforts to substantially complete the renovation of the Premises shown on the attached diagram, on or before September 1, 2021.
2. Tenant shall have the option to renew the term of the Lease for an additional term of 5 years exercisable by Tenant upon at least 180 days prior written notice to Landlord before the end of the initial Term. The Rent during the option period shall be the market rate for comparable buildings in Tomball.
3. Tenant, at its sole cost, shall have the right to add its name to the existing monument sign, using 1 full panel. Signage to be approved by Landlord prior to installation.

  
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# Silver Accounting Group LLC Lease

Final Audit Report

2021-07-21

Created:	2021-07-21
By:	Peter Licata (peter@tpc-re.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADoGENx8oeetgupAwhy3q3SeVoAf3q-AW

## "Silver Accounting Group LLC Lease" History

-  Document created by Peter Licata (peter@tpc-re.com)  
2021-07-21 - 6:00:26 PM GMT - IP address: 66.249.107.222
-  Document emailed to Brian Silver (brian@silveraccountinggroup.com) for signature  
2021-07-21 - 6:02:58 PM GMT
-  Email viewed by Brian Silver (brian@silveraccountinggroup.com)  
2021-07-21 - 7:21:31 PM GMT - IP address: 98.195.171.174
-  Document e-signed by Brian Silver (brian@silveraccountinggroup.com)  
Signature Date: 2021-07-21 - 7:30:32 PM GMT - Time Source: server- IP address: 98.195.171.174
-  Document emailed to Peter Licata (peter@tpc-re.com) for signature  
2021-07-21 - 7:30:34 PM GMT
-  Email viewed by Peter Licata (peter@tpc-re.com)  
2021-07-21 - 7:32:35 PM GMT - IP address: 66.249.80.185
-  Document e-signed by Peter Licata (peter@tpc-re.com)  
Signature Date: 2021-07-21 - 7:33:21 PM GMT - Time Source: server- IP address: 66.249.107.222
-  Agreement completed.  
2021-07-21 - 7:33:21 PM GMT