

**LEASE AGREEMENT**  
**BASIC LEASE INFORMATION**

**Lease Date** November 30, 2024

**Landlord** David and Ann Miller

**Tenant** Questco Holdings, Inc.

**Premises** The offices are located at 118 East Dallas Street, Canton, Texas 75103, as more particularly depicted on Exhibit A attached hereto and made a part hereof.

**Address of the Premises** The Premises is located at the property commonly known as 118 East Dallas Street, Canton, Texas 75103.

**Term** The lease term shall begin on the Lease Date and shall continue for a period of twelve (12) calendar months after the Lease Date, and thereafter, the lease term shall automatically renew on a month-to-month basis until such time as either Landlord or Tenant, with not less than thirty (30) days' advance written notice, provide the other party with a notice of termination of this Lease.

**Commencement Date** November 30, 2024

**Base Rent** Base Rent shall be the following amounts for the following periods of time:

Lease Months	Annual Base Rent	Monthly Base Rent
12	\$33,000.00	\$2,750.00

**Rent** Base Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

**Permitted Use** Office purposes and any lawful ancillary use.

**Tenant's Address** For all Notices:  
480 Wildwood Forest Drive, Suite 250, The Woodlands, Texas 77380.

**Landlord's Address** For all Notices:  
8800 Striper Cove, Larue, Texas 75770.

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

*Wendy R. Katz*

WENDY R. KATZ

CFO, Questco Holdings, Inc.

11/17/2024

*ASAM ADM*

## LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of the Lease Date between Landlord and Tenant (as each such term is defined in the Basic Lease Information).

1. **Definitions; Recitals; and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: "including" means including, without limitation; and "Laws" means all federal, state and local laws, ordinances, building codes and standards, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and "Law" means any of the foregoing.

2. **Lease Grant.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. This Lease of the Premises and Tenant's use of and operations at, the Premises are subject to all applicable Laws.

3. **Tender of Possession.** Landlord shall deliver possession of the Premises to Tenant on the Commencement Date and, except as expressly set forth in this Lease, Tenant agrees to accept the same "as is, where is", without any representations as to the condition or repair of the Premises or promises or obligations to alter, remodel or improve the Premises by Landlord.

4. **Rent.** Tenant shall timely pay to Landlord the Rent, without notice, demand, deduction or set off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association, or, at either party's election, by electronic or wire transfer, at Landlord's address provided for in this Lease or such other address as may be specified in writing by Landlord, and shall be accompanied by all applicable state and local sales or use taxes. The obligations of Tenant to pay Rent to Landlord and the obligations of Landlord under this Lease are independent obligations. Base Rent, adjusted as herein provided, shall be payable monthly in advance. Base Rent shall be payable on the first day of each calendar month. The monthly Base Rent for any partial month at the beginning of the Term shall equal the product of 1/365 of the annual Base Rent in effect during the partial month and the number of days in the partial month. Payments of Base Rent for any fractional calendar month at the end of the Term shall be similarly prorated.

5. **Utilities and Real Estate Taxes.** Tenant shall contract in its own name and timely pay for all gas, electricity, water, sewer, telephone, trash hauling or any other services or utilities used in, on or about the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto. Landlord shall be responsible for all Real Estate Taxes. "Real Estate Taxes" means the total of all taxes, fees, charges and assessments, general and special, ordinary and extraordinary, foreseen or unforeseen, which become due or payable against or upon Premises and/or the building or the parcel(s) of land upon which the Premises is located.

6. **Delinquent Payment.** All past due payments required of Tenant hereunder and not otherwise paid within five (5) business days after receipt of written notice from Landlord shall bear interest from the date due until paid at the lesser of twelve (12%) percent per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "Default Rate").

7. **Maintenance Obligations.** Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term; provided that Landlord shall maintain in good order and repair all structural elements of the Premises.

8. **Alterations.** Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

9. **Use.** Tenant shall occupy and use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste; provided, however, notwithstanding anything to the contrary contained herein, in no event shall Tenant be responsible for any pre-existing conditions, including, but not limited to, hazardous materials, that existed on, near, or under the Premises prior to the Term of this Lease.

10. **Landlord's Insurance.** Throughout the Term of this Lease, Landlord shall maintain such insurance policies as requested by Tenant at Tenant's expense.

11. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**": (a) Tenant's failure to pay Base Rent within five (5) business days after Landlord has delivered written notice to Tenant that the same is due; (b) Tenant's failure to perform, comply with, or observe any agreement or obligation of Tenant under this Lease other than provided in this Section 12 and the continuance of such failure for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof; and (c) the filing of a petition by or against Tenant in any bankruptcy or other insolvency proceeding, however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 120 days after the filing thereof.

12. **Event of Default; Termination and Right of Re-Entry.** Upon the occurrence of an Event of Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender the Premises.

13. **Surrender of Premises.** At the expiration or termination of this Lease or Tenant's right to possess the Premises, Tenant shall deliver to Landlord the Premises in good order and repair (subject to ordinary wear and tear), free and clear of any of Tenant's personal property.

14. **Miscellaneous.**

14.1 **Landlord Transfer.** Landlord may transfer any portion of the Premises and any of its rights under this Lease; provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.

14.2 **Limitation on Liability.** Each party shall indemnify the other party (as applicable) for any losses related to (i) the gross negligence or willful misconduct of such party related to the Premises or the building in which the Premises is located, or (ii) any accident, injury or damage occurring in, at, or upon the Premises or the building in which the Premises is located and caused by such applicable party. Landlord shall indemnify Tenant for any losses related to pre-existing conditions or hazardous materials. Except as otherwise expressly set forth herein, the liability of a party (and its successors, partners, shareholders or members) (a "**Liable Party**") to the other party (or any person or entity claiming by, through or under such other party) for any default by the Liabile Party under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises shall be limited to the other party's actual direct, but not consequential or punitive, damages therefor.

14.3 **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information,

(b) hand-delivered to the intended addressee, (c) sent by a nationally recognized overnight courier service, or (d) sent by electronic transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery (which, in the case of delivery by electronic transmission, shall be deemed to occur at the time of delivery indicated on the electronic confirmation so long as the confirmatory letter referenced above is sent) to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

14.4 **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

14.5 **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by such party. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors and assigns, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant and no third party shall be deemed a third-party beneficiary hereof.

14.6 **Counterparts.** This Lease may be executed in any number of .pdf counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument, and any electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as original handwritten signatures.

14.7 **Quiet Enjoyment.** Provided an Event of Default does not exist, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

14.8 **Entire Agreement; No Reliance.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all verbal statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

14.9 **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT (ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS AND SUBTENANTS) AND LANDLORD EACH, AFTER CONSULTATION WITH COUNSEL, KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

14.10 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

14.11 **Authority.** Tenant hereby represents and warrants to Landlord that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant

is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

DEPICTION OF THE PREMISES

[To be provided]<sup>2</sup>118 East Dallas Street, Canton, Texas 75103

Blk: 2, LOT: PT 3,6,7,8,9,10,11  
ORIGINAL TOWN ACRES: 0.130  
VAN ZANDT COUNTY, TEXAS

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<sup>2</sup> Note to Draft: Landlord to provide.

**LEASE AGREEMENT**  
**BASIC LEASE INFORMATION**

Lease Date	November 30, 2023.		
Landlord	[____ David and Ann Miller ____]		
Tenant	Questco Holdings, Inc.		
Premises	The offices located at 118 East Dallas Street, Canton, Texas, 75103, as more particularly depicted on <u>Exhibit A</u> attached hereto and made a part hereof.		
Address of the Premises	The Premises is located at the property commonly known as [____ 118 East Dallas Street, Canton, Texas 75103 ____] <sup>1</sup> .		
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Commencement Date	November 30, 2023.		
Base Rent	Base Rent shall be the following amounts for the following periods of time:		
	Lease Months	Annual Base Rent	Monthly Base Rent
	12	\$9,600.00	\$800.00
Rent	Base Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.		
Permitted Use	Office purposes and any lawful ancillary use.		
Tenant's Address	For all Notices: 480 Wildwood Forest Drive, Suite 500, The Woodlands, Texas 77380.		
Landlord's Address	For all Notices and Payments of Rent: [____ 8800 Striper Cove, Larue, Texas 75770 ____].		

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

<sup>1</sup> Note to Draft: Landlord to provide.

Dec '23 800. - ✓  
 JAN '24 800. - ✓  
 FEB '24 800. - ✓  
 MAR '24 800. - ✓  
 APR '24 800. - ✓  
 MAY '24 800. - ✓