

## COMMERCIAL REAL ESTATE LEASE

- LESSOR:** DEScott Holdings, LLC, a Missouri LLC  
5400 Johnson Drive, #105, Mission, KS 66295
- LESSEE:** Simply Wonderful, LLC
- PREMISES:** 2939 Cherry St, Kansas City, MO
- LEASED PREMISES:** The leased premises shall consist office space at the far East of the business complex located at 2939 Cherry St. This unit is 4190 sq. ft.
- TERM:** Lessor hereby demises and leases the premises to lessee, and lessee hereby leases the premises from lessor for a period of 60 months. Commencing on 3-1-2022 and ending on 3-31-2027.
- TERMINATION:** This lease may terminate upon 30 days written notice by either party, notwithstanding a breach of any of the covenants set forth in this Lease.
- RENT:** "Rent" shall be payable in advance, on the first day of each month during the term of this lease at the following rates: **\$5,200.00 per month**. All rent payments shall be made to lessor at the above address.
- MAINTENANCE:** LESSEE shall be responsible for all repairs, maintenance, costs and service charges to the property costing less than \$5000.00. Repairs greater than \$5000.00 must be approved by LESSOR before proceeding. LESSOR will pay for costs above \$5000.00, if not due to LESSEE negligence or cosmetic improvements,, after approval. *If LESSEE requests repair or maintenance from LESSOR the minimum service call is \$50.00. We charge \$50.00 per hour for all repairs plus material costs. LESSEE will be invoiced upon completion of the service call. Payment is to be made on or before the next scheduled rent payment. Failure to make such payment will result in default of the lease terms.*
- LATE CHARGE:** Regular payments are due by the 1<sup>ST</sup> day of each month. LESSEE agrees that if rent is not received by 8:00 PM on the 5<sup>th</sup> day of the month, LESSEE shall pay a late payment charge of 10% of monthly lease. Any dishonored check shall be treated as unpaid rent, and be subject to a handling fee of \$50.00 and must be made good by cash, money order, or certified check within 24 hours of notification.
- DEPOSIT:** A \$5,200.00 security deposit is required. Upon move out LESSEE is expected to return premises to Lessor in move in condition excepting normal wear and tear during tenancy. Any Repairs Required Not Due to Normal Wear and Tear (Normal wear and tear is defined as traffic patterns in carpeting and normal fading of paint. Any stains, filth, dirt of any kind, wall holes, wall marks, items left behind are unacceptable conditions and we will deduct our cost to repair/clean these items from the security deposit.)

UTILITIES: LESSEE is responsible for all utilities for the premises

USE OF PREMISES: LESSEE shall use and occupy the premises solely for LESSEE'S lawful business purposes. LESSEE shall obtain, at LESSEE'S expense, all licenses, approvals, certifications and permits necessary for the operation and conduct of LESSEE'S business upon the premises.

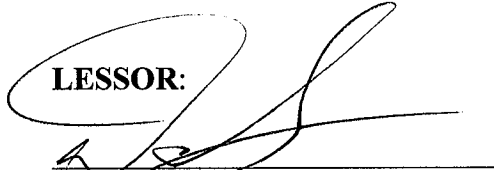
CONDITIONS OF LEASE:

1. **No Assignment or Sublease.** LESSEE shall not sublease or assign this Lease of the Premises, or any portion thereof, without lessor's written consent, which written consent shall not be unreasonably withheld.
2. **Alterations.** All alterations, additions, or modifications to the premises, if any, shall require the lessor's prior written approval, and shall be made (i) at lessee's expense, and lessee shall not permit any liens to stand against the premises for any labor or materials furnished to lessee in connection with any work performed thereon, (ii) in a good and workmanlike manner, and (iii) in each case complying with all applicable governmental laws, ordinances, regulations, and other requirements. Upon the termination or expiration of this lease, lessee may remove lessee's improvements, trade fixtures and equipment, provided, however, that lessee shall repair all damage, if any, caused by such removal.
3. **LESSEE'S Obligations.** LESSEE shall, at lessee's expense, do the following: (i) Maintain the interior portion of the premises in a state of good repair and remove from the premises all of lessee's rubbish, garbage and other waste in a clean and save manner, and (ii) remove snow and ice from sidewalk area in front of the space designated as \_\_\_\_\_ (Premises).
4. **Insurance**
  - a. **Property Insurance.** If lessee desires to have any insurance coverage insuring lessee's personal property, fixtures, furnishings or equipment, lessee shall obtain such insurance coverage from an insurance company or agent at lessee's sole discretion and at lessee's sole cost and expense.
  - b. **Liability Insurance:** LESSEE shall keep in force, at its sole cost, during the term of this lease and during such other times as the lessee occupies the premises or any part thereof, public liability insurance with respect to the premises, in companies and in form reasonably acceptable to lessor with a minimum combined single limit of \$1,000,000.00 on account of bodily injuries to, or death of more than one person, as result of any one occurrence or disaster, and property damage insurance with limits of \$250,000.00. LESSEE's employees, shall not be excluded from coverage under such insurance notwithstanding their coverage under workmen's compensation insurance.
5. **Hold Harmless Agreement.** The lessee agrees to and hereby does indemnify and hold harmless the lessor and its property from and against any loss, damage or liability occasioned by or resulting from any default hereunder, or any tortuous or negligent act on the part of the lessee, its agents or employees, or persons permitted on the premises by the lessee, other than the lessor or persons permitted on the property by the lessor.
6. **Damage by Casualty.** If the premises is damaged by fire or casualty and is not thereby rendered untenable, in whole or in part, lessor shall promptly and with due diligence, and at its own expense, cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, lessor shall promptly and with due diligence, and at its own expense, cause such damage to be repaired, and the rent payable during such period that the premises shall be untenable shall abate in the proportion which the area of the premises shall be rendered wholly untenable, lessor shall promptly and with due diligence, ant at its own expense, cause such damage to be repaired, and the rent payable during such period that premises shall be untenable shall be abated in whole.
7. **Condemnation.** In the event that any portion of the premises shall be taken or condemned for public use, this lease may be terminated at the option of either lessor or lessee, on thirty (30) days written notice after the final

- judgment of condemnation. LESSEE shall have no right or claim for any portion of lessor's condemnation award, and shall have no right or claim based on the condemnation of the lessee's leasehold interest therein.
8. **Tax Escalation Clause.** The LESSEE acknowledges that a portion of the Monthly Rent payments to the LESSOR herein is to reimburse the LESSOR for Real Estate Taxes. In the event of a tax levy increase to the premises, the LESSOR shall provide written documentation of such to LESSEE. The LESSEE shall reimburse the LESSOR for any escalation in property taxes as an increase to monthly rent and an Amendment shall be attached to this lease.
  9. **Default and Remedies.** If default shall be made by lessee in the payment of rent, or any part thereof, or in the payment when due of any other sum required by this lease to be paid by lessee, or in the performance of the agreements, on its part required to be fulfilled and performed, or in the event lessee shall abandon or vacate the leased premises without the consent of lessor, and such default is not cured (i) within ten (10) days after lessee has received written notice of default for nonpayment of rent, or (ii) thirty (30) days after lessee has received written notice of any default other than payment of rent or any other sum required to be paid by lessee under this lease, lessor shall have their right and option to pursue any remedies available to lessor at law or in equity, including, without limitation, termination of this lease.
  10. **Entire Agreement.** The provisions of this lease state the entire agreement between the parties with respect thereto, and lessor is not and shall not be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not specifically set forth herein. Lessor and lessee may amend, modify and supplement this lease in such a manner as may be mutually agreed by them in writing.
  11. **Signs.** Subject to lessor's consent, lessee may place or erect signs on the premises, provided, however, that such signage shall be in compliance with the sign ordinance of the City of Kansas City, MO.
  12. **Governing Law.** This lease is made and delivered and is intended to be performed in the State of Missouri and shall be construed and enforced in accordance with the laws of such state.
  13. **Waste and Nuisance.** LESSEE covenants not to commit or permit any waste whatever on the premises, and lessee shall allow no nuisance to exist on the premises. LESSEE shall upon lessor's demand and free from all expense to lessor, abate all nuisances caused by lessee upon the premises.
  14. **Contract Binding.** It is mutually agreed that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
  15. **Exhibits and Riders.** All of the exhibits and riders hereto, if any, are incorporated herein and made a part of this lease by reference thereto.
  16. **Leasehold Improvements.** LESSEE is responsible for all alterations and improvements to the premises. All improvements in and to the Premises, including any Alterations (collectively, "Leasehold Improvements") shall remain upon the Premises at the end of the Term without compensation to LESSEE. LESSOR, however, by written notice to LESSEE at least 30 days prior to the Termination Date, may require LESSEE, at its expense, to remove any LESSOR Work or Alterations that, in LESSOR's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. The designated Required Removables shall be removed by LESSEE before the Termination Date. LESSEE shall repair damage caused by the installation or removal of Required Removables. If LESSEE fails to perform its obligations in a timely manner, LESSOR may perform such work at LESSEE's expense. LESSEE, at the time it requests approval for a proposed Alteration, may request in writing that LESSOR advise LESSEE whether the Alteration or any portion of the Alteration is a Required Removable. Within 10 days after receipt of LESSEE's request, LESSOR shall advise LESSEE in writing as to which portions of the Alteration are Required Removables.

BY THEIR SIGNATURES, lessee and lessor acknowledge that they have read this lease and all of its terms and conditions were explained to their satisfaction, and agree that it shall be binding on their heirs, legal representatives, successors, and assigns

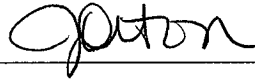
**LESSOR:**

  
\_\_\_\_\_  
LESSOR

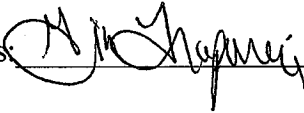
**DATE**

2-13-22

**LESSEE:**

By \_\_\_\_\_  
By

13 Feb 2022

Its \_\_\_\_\_  
Its

13 Feb 2022