

COMMERCIAL LEASE

THIS LEASE is made as of the 3rd day of April, 2024 between Netherland Holdings, LLC ("Landlord") and Blanc Champagne Bar LLC ("Tenant"), and Jordin Johnson and Mike Funk II ("Guarantors") whose addresses are listed in this section. In consideration of the obligation of Tenant to pay rent and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, the Premises to have and to hold for the lease term specified herein, all upon the terms and conditions set forth in this Lease.

Landlord:

Netherland Holdings, LLC, a Missouri limited liability corporation
3829 Main Street Suite 103
Kansas City MO 64111

Tenant and Guarantors:

Blanc Champagne Bar LLC
Jordin Johnson, an individual
Michael Funk II, an individual

1. PREMISES. Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") commonly known and numbered 3835 Main Street Suite B, Main Street, Kansas City MO 64111 AND 3835 Main Street Unit 004, Main Street, Kansas City MO 64111 AND 3835 Main Street 11th Floor Rooftop Viewing Deck Main Street, Kansas City MO 64111, a right of ingress and egress, and the non-exclusive use of the commercial parking as made available to the building and other common areas serving the building in which the Premises is located (the "Building").

Tenant's Percentage: Total rentable area in the above building is included in attached site plans. —For common area allocations, Tenant's proportionate share is agreed to be 4.7% known as Tenant's Percentage.

2. USE OF PREMISES.

The Premises shall be used only as a full-service bar and cafe (collectively, the "Permitted Use").

3. TERM. The Term of this Lease (the "Term") is for Five (5) years commencing April 1, 2024

Tenant shall the option to renew for two (2) five (5) year periods at 3% escalation from prior year with 90 days written notice prior to each renewal period.

Possession of the space is April 1, 2024 and shall be deemed Acceptance of Premises and Equipment and agreement to the document provided as Exhibit C.

4. RENT PAYMENTS.

This is a NNN lease and rent shall be due as follows:

Base Rent of \$8,000 shall be credited for 6 months from Lease Commencement. . If liquor license is not received by June 1, 2024 either party may unilaterally cancel this agreement with all payments returned. Rent Schedule added as Addendum to lease

Months 1-6 .	\$0.00 (With Landlord's Credit)+ NNN
Months 6-12 : Schedule attached)	\$8,000.00 + NNN (see Rent
Months 13 -24 :	\$8,240.00 + NNN
Months 27 -36 :	\$8,487.00 + NNN
Months 37 -48 :	\$8,742.00 + NNN
Months 49 -60 :	\$9,004.00 + NNN

Tenant shall be responsible for their pro rata share of taxes, maintenance and insurance on 4,232SF of the total Leased Premises, estimated to be \$4.02 per Sq Ft. Additionally, Tenant is responsible for 50% of shared maintenance costs of flower beds located in alley.

\$12,200 in Prepaid rent shall be deposited with the Landlord at the signing of the Lease. The Tenant shall deposit an additional \$22,200 in Prepaid Rent following issuance of a Liquor License but no later than 30 days from issuance of Liquor License.

Each monthly installment is due payable in advance without notice or demand through the Landlord's online payment portal. Credit card processing fees are solely the responsibility of the Tenant and are currently 2.99% of transaction cost. Landlord shall bear ACH fees if any. So long as there is no issue with online or automatic payment, the Landlord may charge a Seventy-Five and no/100 dollars (\$75.00) processing fee for payment via paper check delivered at Landlord's above stated address, or at any other place Landlord designates in writing.

5. SECURITY DEPOSIT. At the signing of the Lease, Tenant shall deposit \$10,000 to Landlord which shall serve as security for the performance by Tenant of every covenant and condition of this Lease. Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

6. POSSESSION. Landlord shall give possession of the space as of the Delivery Date which shall be no later than April 1, 2024. Rent shall abate pro rata for the period of any delay in giving Tenant possession following the rent commencement date, and the Term shall be extended to accurately reflect such delay. Tenant shall make no other claim against Landlord for delay in obtaining possession.

7. PROPERTY INSURANCE. Tenant shall comply with all insurance regulations so the lowest property damage, including loss of rent and liability insurance rates may be obtained (taking into account the Permitted Use); and nothing shall be done or kept in or on the Premises by Tenant outside the scope of the Permitted Use which causes an increase in the premium for any such insurance on the Premises or Building over the lowest rate reasonably obtainable for similarly

situated properties, or which causes cancellation or makes void any such insurance. Subject to Section 23, if, during the term, the premium for any such insurance maintained by Landlord with respect to the premises are so increased as a result of Tenant's use or occupancy outside the scope of the Permitted Use, or if the premiums for such insurance are increased in excess of the premium charged for the policy year 2024 of the year of lease execution, as a result of a premium rate increase or an increase in the amount of coverage required, then Tenant shall pay to Landlord, as additional rent, the amount of such increase within thirty (30) days after receipt of Landlord's billing statement and demand for payment of same. The amount payable by Tenant under this section shall be pro-rated for the partial years, if any, in which this Lease commences and terminates. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises.

8. INDEMNITY AND LIABILITY INSURANCE. Except to the extent arising out of the negligence or willful misconduct of Landlord and its employees, agents and contractors, Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from the negligence or willful misconduct by or through Tenant, its agents, employees, or contractors, and any and all loss, cost, liability or expense resulting therefrom. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, a commercial general liability insurance policy insuring Tenant and protecting Landlord and the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity against the risks of, bodily injury and property damage, personal injury, contractual liability, completed operations, host liquor liability, owned and non-owned automobile liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence with a TWO MILLION DOLLAR (\$2,000,000.00) annual aggregate. Landlord, the Landlord Entities and any lender and any other party in interest designated by Landlord shall be named as additional insured(s). The policy shall contain cross liability endorsements with coverage for Landlord for the negligence of Tenant even though Landlord is named as an additional insured; shall insure performance by Tenant of the indemnity provisions of this Lease; shall be primary, not contributing with, and not in excess of coverage which Landlord may carry; shall provide for severability of interest; shall provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insureds; and shall afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease. The limits of said insurance shall not limit any liability of Tenant hereunder.

8(a) Workers' Compensation Insurance. Tenant shall carry Workers' Compensation insurance as required by law, including an employers' liability endorsement.

8(b) Other Insurance. In addition, whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance, which shall not be unreasonably withheld.

Notwithstanding anything to the contrary contained in this Section 9, the foregoing transfer restrictions shall not apply to transfers to an entity under common control of Tenant or the principals of Tenant ("Tenant Affiliate"), or in connection with the merger of Tenant or a Tenant Affiliate or sale of substantially all of Tenant's or any Tenant Affiliate's business assets in the State in which the Premises are located, none of which shall require Landlord's consent. In addition to the foregoing permitted transfers, Tenant shall be entitled to enter into licenses and similar agreements allowing its customers to use portions of the Premises for certain activities allowed under the Permitted Use and such use and occupancy shall not require Landlord's approval, provided such space is not separately demised and that any such use and occupancy by each such party otherwise complies with the provisions of this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. SIGNS AND ADVERTISEMENTS. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and following the guidelines set forth by the City of Kansas City. All permitted signage shall be at Tenant's sole expense.

11. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Premises and equipment and Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in substantially the same condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, permitted alterations, damage by casualty, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris in "broom clean" condition.

12. MAINTENANCE AND REPAIR BY TENANT. Except for the obligations imposed upon Landlord in Paragraph 15 and damage resulting from casualty loss, at Tenant's sole cost and expense during the Term, Tenant shall maintain and keep the Premises in good order, repair and condition, free from pests and vermin, including, but not limited to, any dock bumpers and other dock equipment and apparatus, utility service lines from the point where they enter the Premises, interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, plumbing fixtures and drains, glass, windows, doors, electrical and other mechanical equipment located within and exclusively servicing the Premises, appliances and systems, improvements made by and at the expense of Tenant and Tenant's property, including, but not limited to, Tenant's signs and advertisements. Tenant shall prevent water pipes in the Premises from freezing. Landlord shall cap Tenant's HVAC repair/replacement expenses at \$5000 per year.

13. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agent may enter at reasonable hours after giving Tenant at least two business days' notice to inspect or show the Premises to prospective lenders and purchasers, and to do anything Landlord may be required to do

hereunder or which Landlord may deem necessary for the good of the Premises or Building; during the last ninety (90) days of this Lease, Landlord may display a "For Rent" sign on the Premises in a mutually agreed-upon location.

14. OPERATING EXPENSES.

(a) It is the intention of the parties and they hereby agree that this shall be a triple net Lease, and, except for Landlord's obligations as may otherwise be specifically set forth in this Lease, Tenant hereby agrees to pay Tenant's percentage of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all reasonable costs to Landlord of operating and maintaining the Building and related parking areas, and shall include, without limitation, real estate and personal property taxes and assessments, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect Operating Expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from Operating Expenses. Notwithstanding the foregoing, Operating Expenses (and Tenant's obligations in relation thereto) shall not include (i) any expense chargeable to a capital account or otherwise typically classified as a capital improvement except to the extent those are charged over the useful life of the improvement and the improvement is a benefit to the property and not a landlord obligation; (ii) payments under ground leases or for principal or interest payments on any mortgage or deed of trust on the Building and common areas; (iii) any amount for which Landlord is reimbursed through insurance, by third persons, or directly by other tenants of the Building; (iv) repair costs occasioned by fire, windstorm or other casualty; (v) any construction, repair or maintenance expenses or obligations that are the sole responsibility of Landlord (not to be reimbursed by Tenant); (vi) leasing commissions and other expenses incurred in connection with leasing any other part of the Building, (vii) any expense representing an amount paid to an affiliate or subsidiary of Landlord which is in excess of the amount which would be paid in the absence of such relationship, and (viii) costs of items and services for which Tenant reimburses Landlord or pays third persons directly.

(b) Within 90 days following the conclusion of each calendar year, Landlord, in its reasonable discretion, will determine the actual Operating Expenses for the preceding calendar year. To the extent that Tenant's payment of its Proportionate Share of estimated Operating Expenses for any calendar year is less than Tenant's actual proportionate share of Operating Expenses (a "Deficiency"), Tenant shall pay the Deficiency to Landlord within 6 months of Landlord's notice of the Deficiency with payments amortized monthly. To the extent that Tenant's payment of its proportionate share of estimated Operating Expenses for any calendar year exceeds Tenant's actual proportionate share of Operating Expenses (a "Surplus"), Landlord shall refund Tenant the Surplus in the form of a Rent credit applied toward the following calendar year's estimated Operating Expenses (or Landlord will pay Tenant a cash refund within 30 days of determination if the Lease has terminated). If Tenant fails to object to or request to audit Landlord's determination of the actual Operating Expenses within one year after Landlord's notice of Deficiency or Surplus, Tenant is deemed to have approved the amount of the Operating Expenses, Deficiency, or Surplus (as applicable). During said one-year period, Landlord's records relating to Operating Expenses for the preceding calendar year shall be made available at a mutually convenient time at the offices of Landlord or its property manager for Tenant's reasonable inspection upon Tenant's written request. If Tenant elects to audit such books and records, Tenant shall, at its own cost and expense. Landlord shall reasonably cooperate with

Tenant, but in any event, Tenant's objection to, request to audit, or inspection of said records shall not forestall Landlord and Tenant's respective obligations to pay or refund any Deficiency or Surplus; however, upon any Deficiency or Surplus being determined by such audit, said amount shall be paid or refunded (as the case may be) as set forth above. If such audit reveals a Surplus that was not otherwise disclosed by Landlord, the cost of such audit shall be paid by Landlord.

15. MAINTENANCE AND REPAIR BY LANDLORD. Except to the extent caused by the willful misconduct or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense, maintain and keep in good repair the roof, exterior walls (exclusive of inside surfaces, glass, windows and doors); gutters, downspouts and foundations; sprinkler and any other fire suppression systems; all structural components of the Building and common areas; and all plumbing, sewer, water, gas and electric service lines to the point where such service lines enter the Premises. Landlord shall be under no obligation and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs. At the time of the lease the Landlord and Tenant have confirmed that all fire suppression systems, HVAC, plumbing, hot water, and electrical services are in good working order. Please indicate which systems the Landlord maintains and bills back.

16. DAMAGE BY CASUALTY. If, during the Term or previous thereto, the Premises or the Building is destroyed or so damaged by fire or other casualty as to become untenantable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall promptly surrender the Premises and all interest therein to Landlord, and Tenant shall pay rent only to the time of such damage or destruction. If Landlord is able to fully restore the Premises within 180 days after the date of damage and does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. If such damage is reasonably anticipated to take more than 90 days to restore or if such damage occurs in the last year of the Lease term, then Tenant shall have the right to terminate this Lease by written notice to Landlord within 30 days after such damage. If neither Tenant nor Landlord terminates the Lease, then rent, shall abate in proportion to the extent and duration of untenantability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within 10 business days after the request by Landlord. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenantable, then Landlord shall expeditiously repair the same and in that case the rent shall only abate to the extent that Tenant was unable to reasonably operate the Permitted Use in the Premises. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant (other than to its own insurer) by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the Building or the Premises.

17. PERSONAL PROPERTY. Except to the extent arising out of the negligence or willful misconduct of Landlord or its employees, agents or contractors, Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

18. ALTERATIONS; TENANT IMPROVEMENTS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of the Landlord. Any built-in

improvements made by the Tenant or Landlord (including Tenant contractors) shall immediately become the property of the Landlord and shall remain with the property at the termination of the Lease, unless otherwise agreed at the time of installation.

19. UTILITIES AND SERVICES. Tenant shall pay for internet and all electricity, gas, water, and any services or utilities used in or assessed against the Premises. Tenant shall pay directly to service provider as practical and as such service is separately metered. In such case as Base HVAC or other utility to the Premises is provided by Landlord on system serving all common areas and commercial spaces and is not be separately metered, Tenant shall be responsible for its Proportionate Share of electric and gas expense for HVAC or other utility based on Tenant's prorated share of occupied square footage served by the HVAC system as measured per standard commercial leasing practice. Tenant shall be responsible for the payment of this prorated share and such expense shall NOT be included in the base year calculation and adjusted annually per this section and shall be considered as a responsibility of the Tenant equivalent with other separately metered utilities. Landlord shall deliver copies of the HVAC utility bills to Tenant at the time Landlord bills Tenant for its portion of the utility bills.

20. LEGAL REQUIREMENTS AND REPRESENTATIONS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

Landlord makes no representation as to the suitability of the unit for Tenant's specific use. Tenant shall be responsible for verifying applicable regulatory requirements and making any submissions to relevant government agency as necessary. Tenant shall notify Landlord, and receive Landlord's advice and consent prior to making any such submission. Tenant shall make available a true and accurate operating agreement stating the members of the tenant entity on request and at any such time as members of the entity may change. Failure to do so shall constitute a default under the lease.

21. MULTIPLE TENANCY BUILDING. The Premises are a part of a multiple tenancy Building. Accordingly, Tenant agrees to conduct its business in a manner that shall not be objectionable to other Tenants in the building of which the Premises are a part, including but not limited to noise, vibration, odor, trash or fumes. In the event Landlord receives complaints from other Tenants in the building or complex and determines, in its sole reasonable judgment, that Tenant is conducting its operations in a manner so as to be objectionable to other Tenants, Tenant shall, upon notice from Landlord, promptly modify its operations to eliminate such objections. Landlord shall, from time to time, provide rules and regulations for the building, for the benefit of all Tenants. Current Building Rules are attached as reference to this lease and may be amended from time to time.

22. FIXTURES. Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations, and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. A list of the Landlord's Fixtures is included as Exhibit D.

23. INCREASE IN REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. If the real estate taxes and installments of special assessments, payable with respect to the Premises during any year shall be greater than the amount of such taxes and installments of special assessments due and payable during the base year of 2023 or the first fully assessed year, whether by

reason of an increase in tax rate or an increase in the assessed valuation or otherwise, Tenant shall pay to Landlord the full amount of such increase as additional rent within thirty (30) days after notice that the same is due. Should Tenant occupy less than the whole of the property against which such taxes are assessed, Tenant's obligation hereunder shall be limited to its Proportionate Share of such increased taxes and special assessments. The amount payable by Tenant under this section shall be prorated for the partial years, if any, in which this Lease commences and terminates.

24. EMINENT DOMAIN. Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof or of the common area is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the term of this Lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Premises will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

25. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

26. DEFAULT AND REMEDIES. If: (a) Tenant fails to timely pay rent and other sums due under this Lease after written notice of default and five days opportunity to cure (provided that such notice shall not be required more than two times in any 12-month period, after which nonpayment shall automatically constitute a default); (b) Tenant fails to comply with any term, provision, condition or covenant of this Lease after written notice of default and 30 days opportunity to cure (provided that if such failure is not reasonably susceptible to cure within such 30 days, Tenant shall be afforded such additional time as is reasonably necessary to cure so long as Tenant commences cure within such 30 days and diligently prosecutes the same to completion); (c) Tenant deserts or vacates the Premises for more than 60 consecutive days; (d) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof and the same is not dismissed within 120 days of filing; (e) Tenant becomes insolvent or makes

a transfer in fraud of creditors; (f) Tenant makes an assignment for benefit of creditors; or (g) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of 10% of any payment due hereunder which remains unpaid on the tenth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default. If Landlord fails to comply with any term, provision, condition or covenant of this Lease, Tenant shall have the right to provide written notice of such default to Landlord. If Landlord has not cured the default within thirty (30) days after receiving the notice, or ten (10) days in the case of a default that materially interferes with Tenant's use of the Premises, Tenant shall have the right to terminate this Lease by giving written notice of termination to Landlord (provided that if such breach is not reasonably susceptible to cure within such 30 or 10 day periods, Landlord shall be afforded such additional time as is reasonably necessary to cure so long as Landlord commences cure within the require period and diligently prosecutes the same to completion).

Holding Over: If Tenant retains possession of the Premises after the termination of the Lease Term with written notice by the Landlord, Tenant shall pay Landlord rent at a rate equal to 150% of the rate payable for the month immediately preceding the expiration or termination of the

Lease Term, computed on a per-month basis for each month or part thereof that Tenant remains in possession. In addition thereto, Tenant shall pay Landlord all damages, consequential as well as direct, and for all attorneys' fees and expenses incurred by Landlord in enforcing its rights hereunder, sustained by reason of Tenant's retention of possession and for any other damages caused by the Tenant. Tenant must notify landlord, in writing, of its intention to vacate the premises at the end of the Lease, no less than 60 days prior to the termination of the Lease. If not, the Lease shall be extended 30 days and become a month to month Lease, unless the Landlord notifies the Tenant, as described above, that it does not intend to renew the Lease. Landlord's notice shall be made under the same time constraints.

27. WAIVER. The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

28. TOXIC OR HAZARDOUS MATERIALS. Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises (other than cleaning products and similar materials as are customarily used in conjunction with the Permitted Use in compliance with applicable laws) without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease. Notwithstanding the foregoing, Landlord agrees that artists working in the Premises will use paints, varnishes, paint thinners, ceramic glazes, and similar art supplies. Tenant agrees that all such materials will be handled and stored in a responsible manner.

29. REAL ESTATE COMMISSION. Each party represents to the other that it dealt with Crossroads Real Estate Group in the consummation of this Lease. If any person or entity other than Landlord's Broker claims to be entitled to any fee or commission arising from this Lease (or in addition to the commissions reflected in this Section), then the party alleged to have breached the representations contained in this Section shall defend, indemnify, and hold harmless the other party from any loss, liability, and expense (including attorneys' fees and costs) arising from any such claim.

30. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail or nationally recognized overnight courier, addressed to the other party at its address set forth on the cover of this agreement.

31. SUBORDINATION. Provided the holder thereof agrees not to disturb Tenant's leasehold so long as Tenant is not in default under this Lease, this Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents reasonably requested by any mortgagee or security holder to affect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the Building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder, provided Tenant receives a reasonably acceptable non-disturbance agreement.

32. SUCCESSORS. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant that is not otherwise permitted without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant, which shall not be unreasonably withheld.

33. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

34. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

36. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

37. HEALTH EMERGENCY CLOSURE: In the event of any local, state, or nationally declared health emergency, including orders, directives, or guidance issued by the U.S. Centers for Disease Control and Prevention or the World Health Organization ("Health Emergency Order") or epidemic or pandemic (such Health Emergency Order or epidemic or pandemic shall hereinafter collectively be referred to as a "Health Emergency"), if the operation of Tenant's

Premises based on its use at that time during any Health Emergency would be in violation of any applicable Health Emergency Order, then, so long as Tenant and any Subtenants are not operating in the Premises during such Health Emergency ("Health Emergency Closure"), Base Rent shall be deferred during the Health Emergency Closure until the date that Tenant or any Subtenants may resume any portion of their operation in the Premises per public directive. Building operating expenses including but limited to those listed in sections 14 and 21 shall continue to be charged and be due and payable during such term. Deferred rent shall be due and payable following the cessation of such emergency without interest through the remaining lease term prior to any renewal.

38. PET AGREEMENT. Tenant shall not under any circumstances have any pets that are not service animals enter the Premises except with written authorization from Landlord or agent of Landlord including the Property Manager.

39. PRINCIPAL GUARANTEE. The underlying Tenant entity along with Jordin Johnson and Mike Funk II do hereby unconditionally and absolutely guarantee to Landlord the full prompt and complete payment by Tenant of the rent and all other sums payable by Tenant under this Lease and the full prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in this Lease required to be performed by Tenant. This guarantee by Principal shall continue during the entire term of this Lease and any renewals and extensions thereof, and continue until Tenant has fully discharged all its obligations hereof, and Principal agrees that this guarantee shall not be diminished by any payment of rent or performance of the terms, covenants or conditions of Tenant by Principal until each and all of Tenants obligations under this Lease have been fully discharged. The Guaranty of Mike Funk II shall burn off the later of 2 years and 3 months or 18 months of successive on time payments so long as there are no other defaults under the lease.

40. ADDENDA AND EXHIBITS:

- ✓ **Exhibit A: Description of Premises**
- ✓ **Exhibit B: Description of Common Areas**
- ✓ **Exhibit C: Acceptance of the Premises & Equipment**
- ✓ **Exhibit D: List of Landlord's Fixtures**
- ✓ **Tenant Use Parameters**
- ✓ **Building Rules & Regulations**

IN WITNESS WHEREOF, said parties hereunto subscribed their names.

LANDLORD

By: IS

Title: Manager

Date: 04 / 04 / 2024

GUARANTOR

By: Jordin Johnson

Title: Manager

Date: 04 / 03 / 2024

GUARANTOR

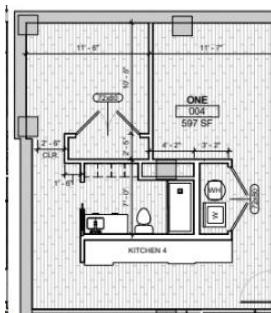
By: NTG

Title: Individual

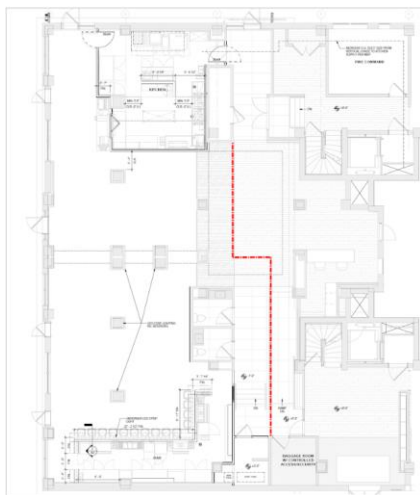
Date: 04 / 03 / 2024

EXHIBIT A

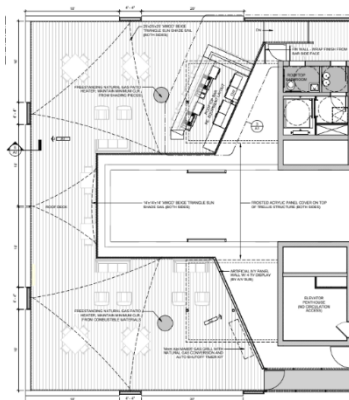
Description of Premises



Unit 004 (Dry Storage) - 597 SF



Suite B - 1910 SF



Rooftop Platform - 2322 SF

EXHIBIT B

Description of Common Areas

The "Common Areas" are all areas outside of the Premises designated by Landlord for common use of Building tenants, its employees, licensees, invitees, contractors and Landlord. The Common Areas shall include, but shall not be limited to, lobby, stairwells and stairs, elevator, parking areas, restrooms, sidewalks or other pedestrian walkways, landscaped areas, pickup and delivery areas, streets and other public areas designated for the common use and benefit of all tenants of the Building, exclusive of space in any improvements designated for rental to specific tenants as the same may exist from time to time. Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over the term of this Lease over such Common Areas of the Building which are necessary to the use and occupancy of the Premises (hereinafter the "Common Area License.") Landlord will maintain the Common Areas on behalf of the Tenant, inclusive of lawn mowing and snow removal, unless Tenant and Landlord agree otherwise. Such costs shall be included in the Additional Rent charges to the Tenant.

Exhibit C

ACCEPTANCE OF PREMISES & EQUIPMENT

1. Acceptance of Premises

This document acknowledges the acceptance of the premises and equipment located at 3835 Main Street Suite B, Kansas City, Missouri 64111 to Blanc Champagne Bar LLC as of the Delivery Date herein by Tenant from Landlord. This acceptance notes full compliance with the Lease by the Landlord in delivery of the space and specifically section 6 regarding possession and section 11 regarding condition of the premises.

2. Lease commencement

Commencement date shall be April 3rd, 2024.

LANDLORD

By: IS

Title: Manager

Date: 04 / 04 / 2024

GUARANTOR

By: Jordin Johnson

Title: Manager

Date: 04 / 03 / 2024

GUARANTOR

By: NTG

Title: Individual

Date: 04 / 03 / 2024

Dining Room FFE

- 14 faux leather barstools
- 14 rose velvet bar height chairs
- 29 rose velvet table height chairs
- 7 blue chenille table height chairs
- 6 blue velvet club type chairs
- 8 granite outdoor style square top tables
- 3 granite indoor type rectangular tables
- 3 granite indoor type square tables
- 6 granite indoor type round tables
- 7 granite indoor type bar height round tables
- 3 chandeliers
- Three lockable liquor/glass racks
- 5 bar coolers
- Assorted glasses
- L shaped bar with sinks
- 2 TVs
- 8 green curtains
- Granite topped Server station
- Hostess stand
- Wood bussing cart
- Kitchen Equipment: <https://www.dropbox.com/scl/fi/5q6ctvkquh3kzy7p7sxvh/Canary-Equipment-Specs.pdf?rlkey=82jkv8b49drjkmjvd5fr5jjv1&dl=0>

TENANT USE PARAMETERS

The Landlord is obligated to meet the needs of the Tenant, the 118 residential units surrounding it, as well as the community at large. In an effort to best serve the community within and without and to ensure a successful partnership, the Landlord has set the following expectations. These expectations may evolve over the course of a two-way due diligence period. Any resolved changes to these expectations must be circulated in writing between the Landlord, Tenant, and Property Manager.

HOURS:

1. Business must close no later than 11 PM Sunday-Thursday and midnight on Friday and Saturday.
2. Music must be lowered no later than 9 PM Sunday-Wednesday, 10 PM on Thursday and 11pm on Friday-Saturday.

NOISE:

1. At no time may noise levels from the restaurant or rooftop create noise in excess of 60db in surrounding common areas, hallways or in residential units.
2. Tenant may not add additional speakers to the rooftop, temporarily or permanently, without Landlord's prior consent except to replace current speakers and woofers with comparably-sized equipment.
3. The Property Manager will reasonably mediate noise complaints from Netherland residential tenants. However, in the event that the Property Manager requests that the noise levels be reduced, the Tenant must reasonably comply. Placement of speakers and sound levels in restaurant/rooftop must be adjusted at Landlord's request and discretion in the event of continuous complaints.
4. The Tenant must solely resolve all complaints from the surrounding neighborhood or Health Department regarding noise levels.

LOITERING:

1. No guests may loiter in building common spaces, entryways, parking lots, or any other non-Tenant managed area on the premises.
2. No guest may enter residential areas of the building at any time without Tenant's consent and oversight.
3. All guests must be removed from the Premises at close.

SAFETY:

1. Tenant may never prop open any exterior or interior door for any period of time unattended. Any issues that arise from the propping of doors, including theft and vagrancy, are solely the responsibility of Tenant.
2. Landlord requires a staffed restaurant entry point for guests as well as a staff member to give guests access to the elevator. One staff member can be responsible for both tasks.
3. Restaurant, rooftop, and all restrooms should be locked by Tenant when closed.

CLEANLINESS & DAMAGES

1. Tenant is responsible for any spills, messes or damages created by their staff and guests in any area of the building, including common spaces, parking lots, and any other non-leased area. If spills or messes occur in non-Leased spaces, Tenant is expected to clean them immediately to mitigate trip hazards and sanitation concerns.
2. No areas outside the leased premises, including closets and hallways, may be used for Tenant storage for any period of time.

3. Tenant may not store items directly on TPO roofing membrane. Tenant will be responsible for any damage resulting from improper storage on the roof membrane.

PARKING

1. There are no on-site parking spaces for Tenant owners, employees, managers or guests. All Tenant owners, managers, employees and guests must park in the lot behind 3901 Main St or park in the surrounding streets or lots.
2. It is the responsibility of the Tenant to communicate parking regulations to their guests, though Landlord will assist in reasonable signage to assist in this effort. Any non-permitted vehicle parked in a reserved space will be towed without warning.

BUILDING RULES *(As of March 2024, updated at Landlord Discretion)*

1. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or its occupants.
2. Tenant shall not make or permit any noise or odors that annoy or interfere with other tenants or persons living within the Building except as specifically authorized in the lease. Tenants shall not gather, meet, loiter, or concentrate in any common area of the building as to interfere with other tenant's use and enjoyment.
3. Tenant shall not keep unauthorized animals within the Building, and shall not bring motorcycles or other vehicles into portions of the Building that are not designated as authorized for the same. Animals may be kept in the building with proper authorization from property management. Service animals are excepted from this requirement.
4. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
5. Tenant shall not alter any lock or install new or additional locks or bolts.
6. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
7. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
8. Tenant shall not suffer or permit anything in or around the Premises that causes excessive vibration or floor loading in any part of the Building.
9. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Property Manager's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Management. Tenant shall be responsible for any damage to the Building arising from any such activity.
10. Tenant shall not employ any service or contractor for services or work to be performed on the Building without written consent of Property Manager.
11. No window coverings, shades or awnings shall be installed or used by Tenant without Property Manager's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

12. RESERVED

13. Smoking is not permitted in the common areas including exterior entrances, vestibules, corridors, restrooms, stairwells, skybridge, rooftop or within 100 feet of any doorway or air intake. Cigarettes must be disposed of in appropriate containers on the east side of the building.

14. Tenant shall comply with all safety, fire protection and evacuation regulations established by the Landlord or any applicable governmental agency.

15. Property Manager reserves the right to waive any one of these rules or regulations, and/or as to any particular tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such tenant.

16. Tenant assumes all risks from theft or vandalism to the Premises and agrees to keep the Premises locked as may be required.

17. Canvassing, soliciting or peddling in the Building is prohibited, and each Tenant shall cooperate to prevent the same.

18. Property Manager reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Building and its occupants. Property Manager shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations.

TERM 1	Month	Rent Due	NNN	Credit to	Applied	Balance Owed	Prepaid Rent Collected
	April 2024	1	8000	768.71	8000	768.71	34400
	May 2024	2	8000	768.71	8000	768.71	
	June 2024	3	8000	768.71	8000	768.71	
	July 2024	4	8000	768.71	8000	768.71	
	August 2024	5	8000	768.71	8000	768.71	
	September 2024	6	8000	768.71	8000	768.71	
	October 2024	7	8000	768.71	8000	768.71	
	November 2024	8	8000	768.71	8000	768.71	
	December 2024	9	8000	768.71	8000	768.71	
	January 2025	10	8000	768.71	8000	768.71	
	February 2025	11	8000	768.71	2400	6368.71	
	March 2025	12	8000	768.71	0	8768.71	
	April 2025	13	8240	Recalculate NNN for 2025			
	May 2025	14	8240				
	June 2025	15	8240				
	July 2025	16	8240				
	August 2025	17	8240				
	September 2025	18	8240				
	October 2025	19	8240				
	November 2025	20	8240				
	December 2025	21	8240				
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Status	● Signed

This document was requested on brickandmortarkc.managebuilding.com and signed on brickandmortarkc.managebuilding.com

Document History



04 / 03 / 2024
23:49:39 UTC

Sent for signature to Jordin Johnson
(jordinjohnson02@gmail.com), Michael Funk
(mikefunk11@gmail.com) and Ilan Salzberg
(ilansalzberg@gmail.com) from
dropboxsignproduction@buildium.com
IP: 136.32.23.212



04 / 04 / 2024
00:02:28 UTC

Viewed by Jordin Johnson (jordinjohnson02@gmail.com)
IP: 172.59.74.223



04 / 04 / 2024
01:57:57 UTC

Signed by Jordin Johnson (jordinjohnson02@gmail.com)
IP: 172.59.74.211



04 / 04 / 2024
02:15:50 UTC

Viewed by Michael Funk (mikefunk11@gmail.com)
IP: 99.75.146.7

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Document History



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03:34:41 UTC

Signed by Michael Funk (mikefunk11@gmail.com)
IP: 99.75.146.7



04 / 04 / 2024
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IP: 98.53.209.39



04 / 04 / 2024
14:35:34 UTC

Signed by Ilan Salzberg (ilansalzberg@gmail.com)
IP: 98.53.209.39



04 / 04 / 2024
14:35:34 UTC

The document has been completed.