

# **COMMERCIAL OFFICE LEASE AGREEMENT**

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This Commercial Office Lease Agreement ("Lease") is entered into as of February 10, 2026, by and between:

Landlord: Pinnacle Real Estate Holdings LLC, a California limited liability company, with its offices at 100 Montgomery Street, Suite 2200, San Francisco, CA 94104 ("Landlord")

Tenant: Brightwave Digital Inc., a Delaware corporation, with its current address at 785 Mission Street, Floor 3, San Francisco, CA 94103 ("Tenant")

## **1. PREMISES**

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located at 200 California Street, Suite 1500, San Francisco, California 94111 (the "Premises"), consisting of approximately 8,200 rentable square feet on the fifteenth (15th) floor of the building known as "The Pacific Tower" (the "Building").

1.2 The Premises includes access to common areas, lobby, elevators, restrooms, and the shared rooftop terrace on the 25th floor.

## **2. LEASE TERM**

2.1 The initial lease term ("Lease Term") shall commence on May 1, 2026 (the "Commencement Date") and expire on April 30, 2031, a period of five (5) years.

2.2 Tenant shall have two (2) options to renew the Lease for additional three (3) year terms each, upon written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current term. The renewal rent shall be adjusted to the then-prevailing market rate, but in no event shall it increase by more than five percent (5%) per annum over the prior year's base rent.

## **3. BASE RENT**

3.1 Tenant shall pay Landlord a monthly base rent as follows:

Year 1 (Months 1-12): \$57,400.00 per month (\$7.00 per RSF per month)

Year 2 (Months 13-24): \$59,040.00 per month (adjusted by 2.86%)

Year 3 (Months 25-36): \$60,720.00 per month (adjusted by 2.84%)

Year 4 (Months 37-48): \$62,320.00 per month (adjusted by 2.64%)

Year 5 (Months 49-60): \$64,000.00 per month (adjusted by 2.70%)

3.2 Base Rent shall be due on the first day of each calendar month, payable without demand, deduction, or set-off.

3.3 Rent Abatement. Tenant shall receive a rent abatement of two (2) months of base rent during Months 1 and 2 of the Lease Term.

## **4. SECURITY DEPOSIT**

4.1 Upon execution of this Lease, Tenant shall deposit with Landlord the sum of \$114,800.00, equivalent to two (2) months of base rent, as a security deposit.

4.2 Landlord shall return the security deposit, less any amounts applied for unpaid rent or damages, within thirty (30) days after Tenant vacates the Premises.

## **5. OPERATING EXPENSES AND CAM CHARGES**

5.1 In addition to Base Rent, Tenant shall pay Tenant's Proportionate Share of the Building's Operating Expenses in excess of the Base Year Operating Expenses. Tenant's Proportionate Share is 6.83%, based on 8,200 RSF of a total 120,000 RSF.

5.2 "Operating Expenses" include, but are not limited to: real property taxes, insurance premiums, common area maintenance, building management, janitorial services, utilities for common areas, landscaping, and capital improvements amortized over their useful life.

5.3 Estimated Operating Expense payments shall be made monthly, with reconciliation within ninety (90) days after each calendar year.

## **6. TENANT IMPROVEMENTS**

6.1 Landlord shall provide a Tenant Improvement Allowance of \$45.00 per rentable square foot (\$369,000.00 total) for the build-out of the Premises in accordance with plans and specifications mutually approved by the parties.

6.2 Any costs exceeding the Tenant Improvement Allowance shall be borne by Tenant.

6.3 All improvements shall be completed in accordance with applicable building codes and ADA requirements.

## **7. USE OF PREMISES**

7.1 The Premises shall be used solely for general office purposes, including software development, administrative operations, and ancillary uses customary in the technology industry.

7.2 Tenant shall not use the Premises for any unlawful purpose or in violation of any applicable zoning laws, building codes, or governmental regulations.

## **8. MAINTENANCE AND REPAIRS**

8.1 Landlord Responsibilities: Structural elements (roof, foundation, exterior walls), building systems (HVAC, plumbing, electrical), common areas, and elevators.

8.2 Tenant Responsibilities: Interior maintenance, including paint, carpet, fixtures, and any equipment or improvements installed by Tenant.

## **9. INSURANCE**

9.1 Tenant shall maintain the following insurance throughout the Lease Term:

- (a) Commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate;
- (b) Property insurance covering Tenant's personal property, improvements, and betterments;
- (c) Workers' compensation insurance as required by law;
- (d) Business interruption insurance covering at least twelve (12) months of rent obligations.

9.2 Tenant shall name Landlord as an additional insured on all liability policies.

## **10. ASSIGNMENT AND SUBLetting**

10.1 Tenant shall not assign this Lease or sublet the Premises, in whole or in part, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

10.2 In the event of any approved assignment or subletting, Tenant shall remain primarily liable for all obligations under this Lease.

10.3 Any assignment or sublease shall require the assignee or subtenant to assume all of Tenant's obligations under this Lease.

## **11. DEFAULT AND REMEDIES**

11.1 Tenant Default. The following shall constitute a default by Tenant:

- (a) Failure to pay rent within ten (10) days after written notice;
- (b) Failure to perform any non-monetary obligation within thirty (30) days after written notice;
- (c) Filing of a petition for bankruptcy or insolvency;
- (d) Abandonment of the Premises.

11.2 Landlord's Remedies. Upon an uncured default, Landlord may, at its option, terminate this Lease, re-enter the Premises, and recover damages including unpaid rent, the present value of future rent, and re-leasing costs.

11.3 Landlord Default. Landlord shall be in default if it fails to perform any obligation under this Lease within thirty (30) days after written notice from Tenant (or such longer period as is reasonably necessary to cure).

## **12. INDEMNIFICATION**

12.1 Tenant shall indemnify, defend, and hold harmless Landlord from any claims, damages, or liabilities arising from Tenant's use of the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

12.2 Landlord's liability under this Lease shall in no event exceed the value of Landlord's interest in the Building.

## **13. GOVERNING LAW**

13.1 This Lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

PINNACLE REAL ESTATE HOLDINGS LLC    BRIGHTWAVE DIGITAL INC.

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Robert K. Whitman

Name: Jennifer Liu

Title: Managing Director

Title: Chief Executive Officer

Date: February 10, 2026

Date: February 10, 2026