

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into as of January 15, 2025, by and between:

Lessor: Greenfield Properties, a Delaware corporation with its principal place of business at 1234 Elm Street, Wilmington, DE 19801 ("Lessor"),

Lessee: BrightTech Solutions, a California corporation with its principal place of business at 5678 Oak Avenue, San Francisco, CA 94105 ("Lessee").

1. LEASED PROPERTY Lessor hereby leases to Lessee the property located at 4321 Maple Drive, San Francisco, CA 94107, including any fixtures and improvements thereon ("Leased Property").

2. LEASE TERM The lease term shall commence on February 1, 2025, and shall continue until January 31, 2030, unless earlier terminated in accordance with this Agreement. The total lease term is 5 years.

3. RENT AND PAYMENT TERMS 3.1 Base Rent: Lessee agrees to pay Lessor a base rent of \$10,000 per month, payable on the 1st of each month. 3.2 Rent Escalations: Rent shall increase by 3% annually or in accordance with the Consumer Price Index (CPI), as specified. 3.3 Variable Rent: If applicable, variable rent shall be calculated based on a percentage of monthly gross revenue exceeding \$100,000, at a rate of 2%.

4. RENEWAL AND TERMINATION OPTIONS 4.1 Renewal Option: Lessee may extend the lease term for an additional 3 years upon 180 days' written notice prior to the lease expiration, subject to mutually agreed terms. 4.2 Termination: Either party may terminate this lease by providing 90 days' written notice, subject to early termination fees equal to three months' rent.

5. CLASSIFICATION UNDER ASC 842 5.1 Lease Classification: This lease shall be classified as an **Operating Lease** in accordance with ASC 842. 5.2 Right-of-Use (ROU) Asset & Liability: Lessee acknowledges that lease obligations will be recorded as a liability and the right-of-use asset will be capitalized in compliance with ASC 842.

6. SECURITY DEPOSIT Lessee shall pay a security deposit of \$30,000 prior to lease commencement, refundable upon lease expiration, subject to any deductions for damages or unpaid rent.

7. MAINTENANCE AND REPAIRS Lessee shall maintain the leased property in good condition and is responsible for repairs, except for structural repairs, which shall be the responsibility of Lessor.

8. INSURANCE Lessee shall obtain and maintain adequate liability and property insurance, naming Lessor as an additional insured.

9. DEFAULT AND REMEDIES Failure to pay rent within 10 days of the due date shall constitute a default. Upon default, Lessor may terminate the lease and take necessary legal action.

10. CONFIDENTIALITY & DATA SECURITY Both parties agree to maintain the confidentiality of lease data and ensure compliance with applicable data protection laws.

11. GOVERNING LAW This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

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

Lessor:

[Signature]

John Anderson

Chief Executive Officer

January 15, 2025

Lessee:

[Signature]

Emily Roberts

Chief Financial Officer

January 15, 2025