**COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement (the "Agreement") is entered into on August 11, 2023 ("Effective Date"), by and between GPT Group, a Corporation organized and existing under the laws of California, USA, with its principal place of business at 123 Tech Street, San Francisco, CA 94101 ("Landlord"), and FinNest, a Corporation organized and existing under the laws of California, USA, with its principal place of business at 123 Fintech Lane, Suite 456, San Francisco, CA 94105 ("Tenant").

The parties therefore agree as follows:

**1. BACKGROUND**

Landlord owns the premises located at [Property Address], which is suitable for commercial use. Tenant desires to lease the premises for its commercial activities, subject to the terms and conditions set forth in this Agreement.

**2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.**

Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the following described premises (the "Premises"):

**3. TERM.**

The initial term of this lease shall be 3 years, commencing on August 1, 2023, and ending on July 31, 2026. Tenant shall have the option to renew this lease for 2 additional terms of each 2 years, provided written notice is given at least 90 days prior to the expiration of the current term.

**4. RENT.**

Tenant shall pay to Landlord a monthly rent of $5,000 for the Premises. Rent shall be due on the 1st day of each month and shall be payable in advance. Rent payments shall be made via Electronic funds transfer (EFT).

**5. SECURITY DEPOSIT.**

Tenant shall provide a security deposit of $7,000 as security for the performance of Tenant's obligations under this Agreement. The security deposit shall be held by Landlord and may be used to cover any unpaid rent, damages, or expenses incurred by Landlord due to Tenant's breach of this Agreement.

**6. USE OF PREMISES.**

Tenant shall be responsible for the maintenance and repairs of the Premises, including but not limited to ro

**7. MAINTENANCE AND REPAIRS.**

Tenant shall be responsible for the maintenance and repairs of the Premises, including but not limited to routine cleaning, HVAC maintenance, repair of interior fixtures, and more as specified in the List of Maintenance Responsibilities. Landlord shall be responsible for structural repairs, common area maintenance, and exterior landscaping, among other duties, as specified in the List of Landlord's Responsibilities.

List of Maintenance Responsibilities (Tenant):

1. Routine cleaning and janitorial services.
2. Regular HVAC system maintenance and filter replacements.
3. Repair and replacement of interior fixtures and equipment.
4. General upkeep of flooring, walls, and interior surfaces.
5. Proper disposal of waste and trash from the premises.
6. Ensuring fire safety equipment is operational and up-to-date.
7. Maintenance of any alterations or improvements made by the tenant.

List of Landlord's Responsibilities:

1. Structural repairs and maintenance of the building and its exterior.
2. Repairs and maintenance of building systems, including plumbing, electrical, and HVAC systems.
3. Common area maintenance, including hallways, staircases, and elevators.
4. Exterior landscaping and maintenance of outdoor areas.
5. Providing adequate security measures for the building and premises.
6. Ensuring compliance with local building codes and regulations.
7. Repairs related to wear and tear on the premises that are not caused by tenant actions.

**8. ALTERATIONS AND IMPROVEMENTS.**

Tenant may make non-structural alterations or improvements to the Premises with written consent from Landlord. Any alterations or improvements shall become the property of Landlord, unless otherwise agreed in writing.

**9. INSURANCE.**

Tenant shall maintain comprehensive general liability insurance covering the Premises and its operations. Landlord shall be named as an additional insured on the policy.

**10. INDEMNIFICATION.**

Tenant agrees to indemnify and hold Landlord harmless from any claims, liabilities, or damages arising out of Tenant's use of the Premises.

**11. DEFAULT AND TERMINATION.**

Either party may terminate this Agreement in the event of a material breach by the other party. Upon termination, Tenant shall promptly vacate the Premises, and Landlord may take possession.

**12. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written.

Each party is signing this agreement on the date stated opposite that party’s signature.

|  |  | [PARTY ONE NAME, if party is not an individual] | |
| --- | --- | --- | --- |
| Date: |  | Signed: |  |
|  |  | Name: |  |
|  |  | Title: |  |

|  |  | [YOUR ORGANIZATION NAME, if party is not an individual] | |
| --- | --- | --- | --- |
| Date: |  | Signed: |  |
|  |  | Name: |  |
|  |  | Title: |  |