

# INDUSTRIAL LEASE AGREEMENT

**Lease ID:** LNK-2024-32084

## ARTICLE 1: PARTIES

**LANDLORD:** Acme Industrial Real Estate, LLC, a Delaware limited liability company

**TENANT:** Pacific Freight Solutions, a Nevada limited liability company

## ARTICLE 2: PREMISES

Landlord hereby leases to Tenant the following described premises (the "Premises"):

**Property Address:** 12000 Distribution Way, Ontario, CA 91761

**Market:** Dallas

**Rentable Square Footage:** 244,108 RSF

## ARTICLE 3: LEASE TERM

**Commencement Date:** April 03, 2026

**Expiration Date:** April 03, 2031

**Lease Term:** 60 months

## ARTICLE 4: FINANCIAL TERMS

**Base Rent:** \$1,620,877.12 annually (\$6.64 per RSF)

**Rent Escalation:** 1% annually (BELOW MARKET)

**Security Deposit:** NONE REQUIRED

**Free Rent Period:** 12 months

## ARTICLE 5: MAINTENANCE AND REPAIRS

**5.1 Landlord Responsibilities (EXPANDED):** Landlord shall be responsible for ALL repairs and maintenance of the Premises, including but not limited to: roof, structure, foundation, exterior walls, HVAC systems, plumbing, electrical systems, parking lot, landscaping, AND all interior cosmetic repairs and replacements. Tenant shall have no maintenance obligations whatsoever.

## **ARTICLE 6: ENVIRONMENTAL LIABILITY**

**6.1 Unlimited Landlord Liability:** Landlord shall be solely responsible for any and all environmental contamination discovered on the Premises, whether pre-existing or arising during the Lease Term, regardless of the source or cause of such contamination. Landlord agrees to indemnify, defend, and hold Tenant harmless from any environmental claims, with NO CAP on liability.

## **ARTICLE 7: TERMINATION RIGHTS**

**7.1 Tenant Early Termination (UNUSUAL):** Tenant may terminate this Lease at any time upon thirty (30) days' written notice to Landlord, WITHOUT PENALTY and without payment of any termination fee or remaining rent obligations. Upon such termination, Tenant shall have no further obligations under this Lease.

## **ARTICLE 8: SUBLETTING AND ASSIGNMENT**

**8.1 Unrestricted Subletting:** Tenant shall have the absolute right to sublet all or any portion of the Premises, or assign this Lease, WITHOUT Landlord's consent and without any requirement to share sublease profits with Landlord.

## **ARTICLE 9: TENANT IMPROVEMENTS**

**9.1 Tenant Improvement Allowance (UNCAPPED):** Landlord shall provide Tenant with a Tenant Improvement Allowance with NO MAXIMUM CAP. Landlord shall reimburse Tenant for all costs of improvements, alterations, and build-out of the Premises as requested by Tenant.

## **ARTICLE 10: RENT ADJUSTMENT**

**10.1 Revenue-Based Rent Reduction:** In the event Tenant's gross revenues from operations at the Premises decline by more than 10% in any calendar year, Base Rent shall be automatically reduced by a percentage equal to such revenue decline, with no floor or minimum rent.

## **ARTICLE 11: EXCLUSIVE USE**

**11.1 Portfolio-Wide Exclusive Use:** Landlord covenants that it shall not lease any space in any property owned or managed by Landlord or its affiliates within a 25-mile radius to any tenant engaged in the same or similar business as Tenant.