

INDUSTRIAL LEASE AGREEMENT

Lease ID: LNK-2023-89671

ARTICLE 1: PARTIES

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

TENANT: Apex Distribution LLC, a Delaware corporation

ARTICLE 2: PREMISES

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

Property Address: 3400 Logistics Boulevard, McDonough, GA 30253

Market: Dallas

Rentable Square Footage: 286,291 RSF

ARTICLE 3: LEASE TERM

Commencement Date: April 11, 2026

Expiration Date: April 11, 2031

Lease Term: 60 months

ARTICLE 4: FINANCIAL TERMS

Base Rent: \$2,046,980.65 annually (\$7.15 per RSF)

Rent Escalation: 1.5% annually

Security Deposit: \$170,581.72 (1 month's rent)

Free Rent Period: 8 months

ARTICLE 5: TENANT IMPROVEMENTS

5.1 Tenant Improvement Allowance: Landlord shall provide Tenant with a Tenant Improvement Allowance of \$55.00 per rentable square foot (\$15,746,005.00 total), which is above current market rates.

ARTICLE 6: OPERATING EXPENSES

6.1 **CAM Cap:** Notwithstanding any provision to the contrary, Tenant's share of Common Area Maintenance (CAM) charges shall not increase by more than 3% annually, regardless of actual increases in operating expenses.

ARTICLE 7: EARLY TERMINATION

7.1 **Termination Option:** Tenant shall have the one-time right to terminate this Lease effective at the end of the 36th month of the Lease Term, upon six (6) months' prior written notice and payment of a termination fee equal to three (3) months' Base Rent.

ARTICLE 8: EXPANSION AND REFUSAL RIGHTS

8.1 **Right of First Refusal:** Tenant shall have a Right of First Refusal on any adjacent space that becomes available during the Lease Term. Landlord must notify Tenant of available space and Tenant shall have 15 business days to exercise this right.

ARTICLE 9: CO-TENANCY

9.1 **Co-Tenancy Clause:** In the event that the anchor tenant in the industrial park vacates or ceases operations, Tenant's Base Rent shall be reduced by 25% until such space is re-leased to a replacement tenant of comparable quality.

ARTICLE 10: MAINTENANCE

10.1 **Landlord Responsibilities:** Landlord shall be responsible for roof, structure, foundation, and exterior walls. Tenant shall be responsible for HVAC systems, but Landlord shall be responsible for HVAC replacement if system failure occurs within the first 5 years.

ARTICLE 11: AUDIT RIGHTS

11.1 **Limited Audit Rights:** Landlord's right to audit Tenant's books and records shall be limited to once per calendar year, with 30 days' prior written notice, and such audit shall be conducted at Landlord's sole expense.