

OFFICE LEASE

HARBORVIEW TOWER

500 Market Street, San Francisco, California

between

HARBORVIEW TOWER OWNER LLC, as Landlord,

and

NORTHWIND ANALYTICS, INC., as Tenant

Sample document for demonstration. All names, addresses and terms are fictional.

BASIC LEASE INFORMATION

Lease Date:	March 15, 2025
Landlord:	Harborview Tower Owner LLC, a Delaware limited liability company
Tenant:	Northwind Analytics, Inc., a California corporation
Building:	Harborview Tower, 500 Market Street, San Francisco, California 94105
Premises:	Suite 1200, comprising the entire twelfth (12th) floor of the Building
Rentable Area:	12,450 rentable square feet
Tenant's Share:	4.15%
Term:	One hundred twenty (120) full calendar months
Commencement Date:	July 1, 2025
Expiration Date:	June 30, 2035
Base Rent:	As set forth in Section 4.1
Security Deposit:	\$180,525.00
Permitted Use:	General office use and lawful uses incidental thereto
Parking:	Twenty-five (25) unreserved passes and two (2) reserved passes
Brokers:	Bayline Realty Advisors (Landlord) and Meridian Tenant Partners (Tenant)

The Basic Lease Information is incorporated into and made a part of this Lease. If there is any conflict between the Basic Lease Information and the remainder of this Lease, the remainder of this Lease shall control.

1. PREMISES

1.1 Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises described in the Basic Lease Information, together with the non-exclusive right to use the Common Areas of the Building. The Rentable Area of the Premises has been measured in accordance with the BOMA 2017 standard and shall not be remeasured during the initial Term.

1.2 Condition. Landlord shall deliver the Premises to Tenant with the Building systems serving the Premises in good working order. Except for Landlord's Work described in Exhibit C, Tenant accepts the Premises in their "as is" condition.

2. TERM

2.1 Term. The Term shall commence on the Commencement Date and, unless sooner terminated, shall expire at 11:59 p.m. local time on the Expiration Date.

2.2 Early Access. Tenant may enter the Premises thirty (30) days before the Commencement Date to install furniture, cabling and equipment. Such early access shall be subject to all terms of this Lease other than the obligation to pay Base Rent.

3. RENT PAYMENTS

3.1 Payment. All Rent shall be paid in advance on the first day of each calendar month, without demand, deduction or offset, by electronic funds transfer to the account designated by Landlord.

3.2 Late Charge. If any installment of Rent is not received within five (5) days after it is due, Tenant shall pay a late charge equal to five percent (5%) of the overdue amount. Any Rent not paid when due shall also bear interest at ten percent (10%) per annum until paid.

4. BASE RENT

4.1 Schedule. Tenant shall pay Base Rent for the Premises in accordance with the following schedule:

Period	Annual Rate / RSF	Annual Base Rent	Monthly Installment
07/01/2025 - 06/30/2026	\$58.00	\$722,100.00	\$60,175.00
07/01/2026 - 06/30/2027	\$59.74	\$743,763.00	\$61,980.25
07/01/2027 - 06/30/2028	\$61.53	\$766,048.50	\$63,837.38
07/01/2028 - 06/30/2029	\$63.38	\$789,081.00	\$65,756.75
07/01/2029 - 06/30/2030	\$65.28	\$812,736.00	\$67,728.00
07/01/2030 - 06/30/2031	\$67.24	\$837,138.00	\$69,761.50
07/01/2031 - 06/30/2032	\$69.26	\$862,287.00	\$71,857.25
07/01/2032 - 06/30/2033	\$71.34	\$888,183.00	\$74,015.25
07/01/2033 - 06/30/2034	\$73.48	\$914,826.00	\$76,235.50
07/01/2034 - 06/30/2035	\$75.68	\$942,216.00	\$78,518.00

4.2 Abatement. Provided Tenant is not then in default beyond any applicable cure period, Base Rent for the first four (4) full calendar months of the Term shall be abated, for a total abatement of \$240,700.00. Tenant shall pay Tenant's Share of Operating Expenses and Taxes during the abatement period.

5. OPERATING EXPENSES AND TAXES

5.1 Additional Rent. Commencing on January 1, 2026, Tenant shall pay, as Additional Rent, Tenant's Share of the amount by which Operating Expenses and Taxes for each calendar year exceed Operating Expenses and Taxes for the Base Year. The Base Year is calendar year 2025.

5.2 Controllable Expense Cap. Tenant's Share of Controllable Operating Expenses shall not increase by more than five percent (5%) per calendar year over the prior year, on a cumulative and compounding basis. Insurance premiums, utilities, Taxes and costs of snow removal and security are not Controllable Operating Expenses.

5.3 Management Fee. Operating Expenses may include a property management fee not exceeding three percent (3%) of the gross revenues of the Building.

5.4 Audit. Tenant may audit Landlord's books and records for Operating Expenses by written notice given within one hundred twenty (120) days after receipt of Landlord's annual statement. If the audit discloses an overcharge of more than four percent (4%), Landlord shall pay the reasonable cost of the audit.

6. SECURITY DEPOSIT

6.1 Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit of \$180,525.00 as security for Tenant's performance. Landlord may apply the Security Deposit to cure any default, and Tenant shall restore the amount so applied within ten (10) days after demand.

6.2 Reduction. If no Event of Default has occurred, the Security Deposit shall be reduced to \$120,350.00 on the first day of the thirty-seventh (37th) month of the Term.

7. USE

7.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use and for no other purpose. Tenant shall not use the Premises for any retail, medical or laboratory use, or for any use that would increase the Building's insurance premiums.

8. SERVICES AND UTILITIES

8.1 Building Hours. Landlord shall furnish heating, ventilation and air conditioning to the Premises from 8:00 a.m. to 6:00 p.m. Monday through Friday and from 9:00 a.m. to 1:00 p.m. on Saturday, excluding Building holidays. After-hours HVAC shall be available at a charge of \$85.00 per hour per zone.

8.2 Electricity. Electricity to the Premises shall be separately metered, and Tenant shall pay the utility provider directly for all electricity consumed in the Premises.

9. REPAIRS AND MAINTENANCE

9.1 Landlord Repairs. Landlord shall maintain and repair the structural portions of the Building, the roof, the Common Areas and the base Building mechanical, electrical, plumbing and life-safety systems, the cost of which shall be included in Operating Expenses to the extent permitted by Section 5.

9.2 Tenant Repairs. Tenant shall keep the interior of the Premises, including all Alterations, supplemental HVAC units and Tenant's fixtures, in good condition and repair at Tenant's sole cost.

10. ALTERATIONS

10.1 Consent. Tenant shall not make any Alterations without Landlord's prior written consent, which shall not be unreasonably withheld. Consent shall not be required for cosmetic Alterations such as painting and carpeting that cost less than \$25,000.00 in any twelve (12) month period and do not affect the Building systems or structure.

11. TENANT IMPROVEMENT ALLOWANCE

11.1 Allowance. Landlord shall provide an improvement allowance of \$85.00 per rentable square foot of the Premises, being \$1,058,250.00 in total, for the cost of Tenant's initial improvements. Any portion of the allowance not requested by Tenant within twelve (12) months after the Commencement Date shall be forfeited.

12. ASSIGNMENT AND SUBLETTING

12.1 Consent Required. Tenant shall not assign this Lease or sublet any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. A transfer of more than fifty percent (50%) of the voting interests in Tenant shall be deemed an assignment, except in the case of a public offering.

12.2 Permitted Transfers. Tenant may assign this Lease or sublet the Premises without consent to an Affiliate or to a successor by merger whose tangible net worth is at least equal to Tenant's as of the Lease Date.

12.3 Transfer Profits and Recapture. Tenant shall pay Landlord fifty percent (50%) of any Transfer Profits after Tenant recovers its reasonable transfer costs. If Tenant proposes to assign this Lease or sublet more than fifty percent (50%) of the Premises for substantially all of the remaining Term, Landlord may recapture the affected space.

13. INSURANCE

13.1 Tenant's Insurance. Tenant shall maintain commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, property insurance covering Tenant's improvements and personal property for their full replacement cost, and workers' compensation insurance as required by law. Landlord and Tenant each waive rights of subrogation to the extent of insurance proceeds.

14. CASUALTY AND CONDEMNATION

14.1 Casualty. If the Premises are damaged by fire or other casualty and Landlord's architect estimates that restoration will take more than two hundred seventy (270) days, either party may terminate this Lease by written notice given within thirty (30) days after receipt of the estimate. Rent shall abate in proportion to the untenable portion of the Premises.

14.2 Condemnation. If all or a material portion of the Premises is taken by eminent domain, either party may terminate this Lease as of the date of the taking. All awards shall belong to Landlord, except a separate award for Tenant's moving expenses.

15. DEFAULT AND REMEDIES

15.1 Events of Default. Each of the following is an Event of Default: (a) Tenant fails to pay any Rent within five (5) days after written notice that it is past due; or (b) Tenant fails to perform any other obligation within thirty (30) days after written notice, provided that if the failure cannot reasonably be cured within thirty (30) days, Tenant shall have such additional time as is reasonably necessary so long as Tenant diligently pursues the cure.

15.2 Remedies. Upon an Event of Default, Landlord may terminate this Lease and recover the damages permitted by California Civil Code Section 1951.2, or continue this Lease in effect under California Civil Code Section 1951.4.

16. HOLDOVER

16.1 Holdover Rent. If Tenant remains in possession after the expiration or termination of this Lease without Landlord's written consent, Tenant shall pay monthly rent equal to one hundred fifty percent (150%) of the Base Rent in effect at expiration for the first sixty (60) days, and two hundred percent (200%) thereafter, and shall be liable for Landlord's resulting damages after such sixty (60) day period.

17. OPTION TO EXTEND

17.1 Extension Option. Tenant shall have one (1) option to extend the Term for a period of five (5) years at a Base Rent equal to ninety-five percent (95%) of the Fair Market Rent. Tenant shall exercise the option by written notice to Landlord given not less than twelve (12) months nor more than fifteen (15) months before the Expiration Date. The option is personal to the original Tenant and its permitted transferees and may be exercised only if Tenant then occupies at least seventy-five percent (75%) of the Premises.

18. EARLY TERMINATION

18.1 Termination Right. Tenant shall have a one-time right to terminate this Lease effective as of June 30, 2032 by giving Landlord written notice no later than June 30, 2031, accompanied by a termination fee equal to the unamortized portion of the improvement allowance, leasing commissions and abated Base Rent, amortized at eight percent (8%) per annum, plus three (3) months of Base Rent at the rate then in effect.

19. RIGHT OF FIRST OFFER

19.1 First Offer Space. If any space on the eleventh (11th) floor of the Building becomes available for lease during the first seven (7) years of the Term, Landlord shall first offer it to Tenant. Tenant shall have ten (10) business days to accept Landlord's offer, after which Landlord may lease the space to third parties for twelve (12) months on terms not materially more favorable than those offered to Tenant.

20. RELOCATION

20.1 Relocation Right. Landlord may, no more than once during the Term, relocate Tenant to other premises in the Building of comparable size and quality on at least ninety (90) days' prior written notice. Landlord shall pay Tenant's reasonable moving costs and the cost of improving the new premises to a substantially similar standard.

21. SIGNAGE AND PARKING

21.1 Signage. Landlord shall provide, at Landlord's cost, Building-standard suite entry signage and a listing for Tenant in the lobby directory. Tenant shall have no exterior signage rights.

21.2 Parking. Tenant shall rent the parking passes stated in the Basic Lease Information in the Building garage at the prevailing monthly rates, which are currently \$350.00 per unreserved pass and \$525.00 per reserved pass per month.

22. SURRENDER

22.1 Surrender. On expiration or termination, Tenant shall surrender the Premises broom clean and in good condition, ordinary wear and tear and casualty excepted. Tenant shall remove its cabling and any Alterations that Landlord designated for removal when it approved them.

23. SUBORDINATION AND ESTOPPEL

23.1 Subordination. This Lease is subordinate to any existing or future mortgage on the Building, provided that the holder delivers a commercially reasonable subordination, non-disturbance and attornment agreement.

23.2 Estoppel Certificates. Within ten (10) business days after Landlord's request, Tenant shall deliver an estoppel certificate confirming the status of this Lease.

24. LIABILITY, INDEMNITY AND HAZARDOUS MATERIALS

24.1 Indemnity. Tenant shall indemnify Landlord against claims arising from Tenant's use of the Premises or the negligence or willful misconduct of Tenant, except to the extent caused by Landlord's negligence or willful misconduct.

24.2 Limitation. Landlord's liability under this Lease shall be limited to Landlord's interest in the Building, including its rents and insurance proceeds.

24.3 Hazardous Materials. Tenant shall not bring Hazardous Materials into the Premises other than customary office and cleaning supplies used in compliance with law.

25. NOTICES, LAW AND BROKERS

25.1 Notices. Notices to Landlord shall be sent to Harborview Tower Owner LLC, c/o Bayline Property Management, 500 Market Street, Suite 300, San Francisco, California 94105. Notices to Tenant shall be sent to the Premises, Attention: General Counsel.

25.2 Governing Law. This Lease shall be governed by the laws of the State of California.

25.3 Brokers. Each party represents that it has dealt with no broker other than the Brokers named in the Basic Lease Information. Landlord shall pay the Brokers' commissions under separate agreements.

SIGNATURES

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Lease Date.

LANDLORD: Harborview Tower Owner LLC. By: Elena Marquez, Authorized Signatory.

TENANT: Northwind Analytics, Inc. By: David Okafor, Chief Executive Officer.