COMMERCIAL TRIPLE NET (NNN) LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into this 3rd day of August, 2026, by and between Vanguard Extravaganza Properties, L.P., a Delaware limited partnership ("Landlord"), and Synthetic Global Logistics, Inc., a California corporation ("Tenant").

ARTICLE 1: PREMISES AND TERM

1.1 PREMISES: Landlord leases to Tenant the commercial space known as Suite 750, located at 1900 Financial Plaza Drive, Los Angeles, California (the "Building"). The rentable area of the Premises is agreed to be 8,245 Rentable Square Feet (RSF).

1.2 TERM: The Term of this Lease shall be eighty-four (84) months (the "Initial Term"), commencing on October 1, 2026 (the "Commencement Date").

1.3 RENEWAL OPTION AND NOTICE DEADLINE: Provided Tenant is not in default beyond any applicable cure period, Tenant shall have one (1) option to extend the Lease for an additional five (5) years. Tenant must exercise the renewal option by delivering irrevocable written notice to Landlord no earlier than October 1, 2032 and no later than December 31, 2032. Rent during the renewal term shall equal ninety-five percent (95%) of the then-current fair market rent for comparable space, but shall not be less than the Base Rent payable during the final month of the Initial Term.

1.4 EARLY TERMINATION RIGHT AND DEADLINE: Tenant may terminate this Lease effective September 30, 2031 by delivering written notice to Landlord no later than September 30, 2030. The termination is effective only if Tenant is not in default on the termination date and pays, on or before that date, a termination fee equal to six (6) months of the Base Rent then payable, together with all unpaid Rent and the unamortized balance of any tenant-improvement allowance, leasing commissions, and other concessions funded by Landlord for this Lease.

ARTICLE 2: BASE RENT AND DEPOSIT

2.1 BASE RENT: Tenant agrees to pay Landlord Base Rent in the amount of $28,857.50 per month (calculated at $42.00 per RSF per annum). Base Rent shall increase annually on the anniversary of the Commencement Date by three percent (3%) or the increase in the Consumer Price Index (CPI), whichever is greater.

2.2 SECURITY DEPOSIT: Tenant shall deposit the sum of $86,572.50 (equal to three months of Base Rent) upon execution of this Lease. Landlord reserves the right to commingle the Security Deposit with its general funds and shall not owe interest on said deposit.

ARTICLE 3: ADDITIONAL RENT, CAM, AND OPERATING EXPENSES

3.1 TRIPLE NET LEASE: This Lease is an absolute Triple Net (NNN) lease. Base Rent shall be net to Landlord. Tenant shall pay its Pro Rata Share of all Operating Expenses, Taxes, and Insurance. Tenant's Pro Rata Share is stipulated as 12.4% of the building.

3.2 COMMON AREA MAINTENANCE (CAM): "Operating Expenses" shall include, but are not limited to, all costs incurred by Landlord in operating, managing, maintaining, and repairing the Building and Common Areas. This includes landscaping, security services, snow removal, parking lot resurfacing, roof maintenance, and HVAC replacement.

3.3 ADMINISTRATIVE MARKUP: In addition to the actual costs of CAM and Operating Expenses, Tenant shall pay to Landlord an administrative and management fee equal to fifteen percent (15%) of the total aggregate Operating Expenses incurred by the building.

3.4 GROSS-UP PROVISION: If the Building is less than ninety-five percent (95%) occupied during any calendar year, Operating Expenses shall be calculated and grossed up as if the building had been ninety-five percent (95%) occupied for the entirety of such year.

3.5 CAPITAL IMPROVEMENTS: Operating Expenses shall include the amortization of any capital improvements made to the building that are intended to reduce operating costs or are required by governmental regulations, amortized over the useful life of the improvement plus an interest rate of eight percent (8%) per annum.

3.6 CAM CAP: Controllable Operating Expenses included in CAM shall not increase by more than five percent (5%) in any calendar year over the controllable Operating Expenses charged for the immediately preceding calendar year, calculated on a non-cumulative basis. The cap does not apply to property taxes, insurance, utilities, security services, snow removal, costs required by changes in law, emergency expenditures, or capital improvements permitted under Section 3.5.

3.7 ESTIMATED CAM AMOUNT: For the first full Lease year, Tenant's estimated Pro Rata Share of CAM and Operating Expenses is $70,082.50 per year, calculated at $8.50 per RSF per year for 8,245 RSF, payable in monthly installments of $5,840.21. This amount is an estimate only and shall be reconciled annually to actual Operating Expenses, subject to Section 3.6.

ARTICLE 4: UTILITIES AND SERVICES

4.1 STANDARD SERVICES: Landlord shall provide heating, ventilation, and air conditioning (HVAC) to the Premises during Normal Business Hours (8:00 AM to 6:00 PM, Monday through Friday, excluding legal holidays).

4.2 AFTER-HOURS HVAC: If Tenant requires HVAC outside of Normal Business Hours, Tenant must provide 24-hour written notice. Tenant shall be billed for an After-Hours HVAC fee of $125.00 per hour per zone, subject to a minimum four (4) hour charge per request.

4.3 UTILITY SUB-METERING: Landlord reserves the right to install sub-meters for electricity and water. Tenants shall pay a sub-meter reading and administrative fee of $50.00 per month in addition to actual utility consumption costs.

ARTICLE 5: MAINTENANCE, REPAIRS, AND ALTERATIONS

5.1 TENANT'S OBLIGATIONS: Tenant shall, at its sole cost, maintain the interior of the Premises in good, first-class condition.

5.2 HVAC SERVICE CONTRACT: Tenant is solely responsible for the maintenance of the HVAC units exclusively serving the Premises. Tenant must maintain a preventative maintenance contract with a licensed mechanical contractor approved by Landlord, requiring quarterly inspections and filter replacements. Failure to provide proof of this contract within 30 days of the Commencement Date will result in Landlord securing a contract at Tenant's expense, plus a twenty percent (20%) administrative penalty.

5.3 PLUMBING: Tenant shall maintain and repair all plumbing fixtures, faucets, toilets, sinks, and exposed branch lines located within and exclusively serving the Premises, except for damage caused by Landlord or its agents. Landlord shall maintain and repair the Building's main plumbing supply lines, sewer mains, and plumbing systems serving more than one tenant. Tenant shall reimburse Landlord through Operating Expenses for Tenant's Pro Rata Share of Landlord's permitted plumbing costs, except to the extent caused by another tenant or Landlord's negligence or willful misconduct.

5.4 GUTTERS AND DOWNSPOUTS: Landlord shall inspect, clean, maintain, repair, and replace the Building's gutters and downspouts and keep them reasonably free of obstructions. The cost shall be included in Operating Expenses, except for costs resulting from Landlord's negligence or willful misconduct.

5.5 WINDOWS, GLASS, AND DOORS: Tenant shall maintain and repair all interior glass, interior doors, door hardware, and storefront or suite-entry glass exclusively serving the Premises, and shall replace any such item damaged by Tenant or its employees, contractors, customers, or invitees. Landlord shall maintain and repair exterior window assemblies, structural window frames, exterior doors, and common-area doors, with the permitted cost included in Operating Expenses unless caused by a specific tenant.

5.6 FOUNDATION AND STRUCTURAL REPAIRS: Landlord shall maintain, repair, and replace the Building's foundation, load-bearing walls, structural columns, structural floor and roof systems, and other structural components. Tenant shall promptly notify Landlord of any observed structural condition and shall not perform structural work without Landlord's prior written approval. Permitted costs may be included in Operating Expenses or amortized under Section 3.5, except to the extent caused by Landlord's negligence or willful misconduct.

5.7 INTERIOR AND EXTERIOR LIGHTING: Tenant shall maintain, repair, and replace all light fixtures, lamps, ballasts, drivers, controls, and emergency-lighting units located within and exclusively serving the Premises. Landlord shall maintain, repair, and replace exterior building lights and lighting serving entrances, walkways, parking areas, and Common Areas. The permitted cost of exterior and common-area lighting shall be included in Operating Expenses.

5.8 FLOORING, CARPET, CEILINGS, DRYWALL, PAINT, AND FINISHES: Tenant shall, at its sole cost, maintain, clean, repair, and replace the flooring and carpet within the Premises and maintain and repair non-structural ceilings, ceiling tiles, interior drywall, interior paint, wall coverings, and finishes within the Premises. Landlord shall maintain structural ceilings and exterior paint and finishes, and permitted common-area or exterior costs shall be included in Operating Expenses.

5.9 STORM DRAINAGE: Landlord shall inspect, maintain, clean, repair, and replace the Building's storm drains, area drains, catch basins, and other storm-water drainage facilities serving the Building and Common Areas. Permitted costs shall be included in Operating Expenses. Tenant shall not discharge prohibited materials into the storm-drainage system and shall pay costs arising from Tenant's violation.

5.10 PEST CONTROL AND TRASH SERVICE: Tenant shall keep the Premises sanitary and shall provide pest control within the Premises when an infestation originates from Tenant's operations, food, refuse, or conduct. Landlord shall provide routine pest-control service for Common Areas and shall arrange the Building's standard trash and recycling service, with permitted costs included in Operating Expenses. Tenant shall separately pay for special, excessive, hazardous, or non-standard waste generated by Tenant.

5.11 FIRE-ALARM SYSTEM AND FIRE SPRINKLERS: Landlord shall inspect, test, maintain, repair, and replace the Building's base fire-alarm panel, common notification devices, and base fire-sprinkler mains in accordance with applicable law. Tenant shall maintain devices and sprinkler modifications installed solely for Tenant's particular layout or use and shall not obstruct, disable, or alter any life-safety system without Landlord's written approval. Permitted Building-system costs shall be included in Operating Expenses.

5.12 ADA COMPLIANCE: Landlord shall be responsible for compliance with the Americans with Disabilities Act and similar accessibility laws concerning the Building's structural elements and Common Areas, except to the extent compliance is triggered by Tenant's particular use, employees, alterations, improvements, or configuration of the Premises. Tenant shall be responsible for accessibility compliance within the Premises arising from those Tenant-specific matters and shall obtain Landlord's approval before performing related work.

5.13 ELEVATORS AND LOADING DOCK: Landlord shall operate, inspect, maintain, repair, and replace the Building's elevators and common loading dock, and permitted costs shall be included in Operating Expenses. Tenant shall use the elevators and loading dock only for their intended purposes, comply with posted weight and scheduling rules, and repair damage caused by Tenant or its employees, contractors, carriers, or invitees.

5.14 SIGNAGE: Tenant may install one suite-entry sign and may request Building-directory identification, subject to Landlord's prior written approval and all applicable laws and Building standards. Tenant shall pay all costs of design, permitting, installation, maintenance, repair, removal, and restoration associated with Tenant's signage. No exterior, roof, monument, window, or illuminated sign is permitted without Landlord's prior written approval.

ARTICLE 6: DEFAULT, LATE FEES, AND HOLDOVER

6.1 LATE CHARGES: If any payment of Base Rent or Additional Rent is not received by Landlord within three (3) days of its due date, Tenant shall pay a late charge equal to ten percent (10%) of the overdue amount.

6.2 DEFAULT INTEREST: Any unpaid amounts shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, from the original due date until paid in full.

6.3 HOLDOVER RENT: If Tenant remains in possession of the Premises after the Expiration Date without Landlord's written consent, Tenant shall become a tenant at sufferance. The monthly Base Rent during any holdover period shall be equal to two hundred percent (200%) of the Base Rent applicable during the final month of the Term.

ARTICLE 7: ASSIGNMENT AND SUBLETTING

7.1 CONSENT REQUIRED: Tenant shall not assign this Lease or sublet any portion of the Premises without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion.

7.2 REVIEW FEES: If Tenant requests Landlord's consent to any assignment or subletting, Tenant shall pay Landlord a non-refundable administrative and legal review fee of $2,500.00, payable at the time the request is submitted, regardless of whether consent is ultimately granted.

7.3 GUARANTOR AND PERSONAL GUARANTY: The parties acknowledge and agree that no individual guarantor, corporate guarantor, or personal guaranty is required as a condition of this Lease. Landlord shall rely solely on Tenant's obligations, the Security Deposit, and Landlord's other rights and remedies under this Lease.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 AUDIT RIGHTS: Tenant may, at its own expense, audit Landlord's CAM records once per calendar year. If the audit reveals a discrepancy of less than seven percent (7%) in Landlord's favor, Tenant shall reimburse Landlord for all costs associated with facilitating the audit, including Landlord's accounting fees.

8.2 INDEMNIFICATION: Tenant agrees to indemnify, defend, and hold harmless Landlord from any claims, liabilities, or attorneys' fees arising from Tenant's use of the Premises, regardless of whether Landlord's passive negligence contributed to the claim.

8.3 EXCLUSIVE-USE RIGHT: During the Term, Landlord shall not lease other space in the Building to a tenant whose primary use is a third-party freight-forwarding and logistics-coordination office substantially similar to Tenant's primary business use. This restriction does not prohibit incidental logistics activity by another tenant or the continuation or renewal of a use existing on the Commencement Date. Tenant's exclusive-use remedy is limited to injunctive relief and a ten percent (10%) reduction of Base Rent for the period of a continuing uncured violation beginning thirty (30) days after Tenant gives Landlord written notice.

8.4 PERMITTED USE AND GENERAL USE RESTRICTIONS: Tenant may use the Premises solely for general office, administrative, freight-forwarding coordination, logistics management, and related lawful business activities. Tenant shall not use the Premises for residential occupancy, public retail sales, heavy manufacturing, on-site warehousing or distribution, unlawful activity, any nuisance, or the storage, generation, or disposal of hazardous materials other than ordinary office and cleaning supplies used in compliance with law. Tenant shall not overload the Building systems, obstruct Common Areas, create excessive noise, odors, vibration, or traffic, or violate any certificate of occupancy, law, recorded restriction, or reasonable Building rule.

ARTICLE 9: PURCHASE RIGHTS

9.1 OPTION TO PURCHASE AND DEADLINE: Provided Tenant is not in default beyond any applicable cure period, Tenant shall have one (1) option to purchase the Building. Tenant may exercise the option only by delivering irrevocable written notice to Landlord between October 1, 2031 and December 31, 2031. The purchase price shall be the fair market value of the Building as of the exercise date, determined by an independent MAI appraiser jointly selected by the parties; if the parties cannot agree on an appraiser within fifteen (15) days, each party shall select an MAI appraiser and the two appraisers shall select a third. Closing shall occur within one hundred twenty (120) days after the purchase price is finally determined, subject to customary prorations and closing conditions.

9.2 RIGHT OF FIRST REFUSAL AND DEADLINE: Before Landlord sells the Building during the Term to an unrelated third party, Landlord shall deliver to Tenant written notice containing the material terms of a bona fide third-party offer that Landlord intends to accept. Tenant shall have fifteen (15) business days after receipt of the notice to exercise its right of first refusal by delivering unconditional written acceptance of all material terms. If Tenant does not timely exercise the right, Landlord may complete the sale on terms not materially more favorable to the third party within one hundred eighty (180) days; otherwise, Landlord must reoffer the revised terms to Tenant.

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

LANDLORD: Vanguard Extravaganza Properties, L.P.

By: ____________________________

Title: Authorized Signatory

TENANT: Synthetic Global Logistics, Inc.

By: ____________________________

Title: Chief Operating Officer