SAMPLE DOCUMENT. All names, addresses and terms are fictional and created for demonstration purposes only.

OFFICE LEASE AGREEMENT

Copperline Plaza, Suite 410

This Office Lease Agreement (this "Lease") is entered into as of March 3, 2025 (the "Effective Date") by and between **Copperline Plaza Holdings, LLC**, an Arizona limited liability company ("Landlord"), and **Brightwater Analytics, Inc.**, a Delaware corporation ("Tenant").

ARTICLE 1. BASIC LEASE INFORMATION

Building	Copperline Plaza, 2250 West Saguaro Parkway, Tempe, Arizona 85281
Premises	Suite 410, located on the fourth (4th) floor of the Building
Rentable Square Feet of Premises	6,420 rentable square feet
Tenant's Proportionate Share	5.35%
Commencement Date	June 1, 2025
Expiration Date	May 31, 2030
Security Deposit	$32,100.00
Permitted Use	General office use and related lawful purposes
Parking	Twenty-two (22) unreserved spaces and three (3) reserved covered spaces

ARTICLE 2. TERM

2.1 Initial Term. The term of this Lease (the "Term") shall be sixty (60) months, commencing on the Commencement Date and expiring on the Expiration Date, unless sooner terminated or extended as provided herein.

2.2 Early Access. Tenant may access the Premises beginning thirty (30) days before the Commencement Date for the sole purpose of installing furniture, fixtures and cabling, provided Tenant has delivered evidence of the insurance required under Article 11. No Base Rent shall be payable for such early access period.

ARTICLE 3. BASE RENT

3.1 Schedule. Tenant shall pay Base Rent in equal monthly installments, in advance, on the first (1st) day of each calendar month, according to the following schedule:

Lease Months	Annual Rate per RSF	Annual Base Rent	Monthly Installment
1 – 12	$30.00	$192,600.00	$16,050.00
13 – 24	$30.90	$198,378.00	$16,531.50
25 – 36	$31.83	$204,348.60	$17,029.05
37 – 48	$32.78	$210,447.60	$17,537.30
49 – 60	$33.77	$216,803.40	$18,066.95

3.2 Abatement. Provided Tenant is not in default beyond any applicable cure period, Base Rent for Lease Months 2 and 3 shall be abated in full. Tenant shall continue to pay Operating Expenses during the abatement period.

3.3 Late Charge. Any installment of Rent not received within five (5) days after its due date shall bear a late charge equal to five percent (5%) of the overdue amount.

ARTICLE 4. OPERATING EXPENSES

4.1 Payment. Commencing on the first anniversary of the Commencement Date, Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of the amount by which Operating Expenses for each calendar year exceed Operating Expenses for the calendar year 2025 (the "Base Year").

4.2 Controllable Expenses Cap. Tenant's share of Controllable Operating Expenses shall not increase by more than five percent (5%) per year on a non-cumulative basis over the prior year. Taxes, insurance, utilities and snow or storm removal costs are not Controllable Operating Expenses.

4.3 Audit Right. Tenant may, upon thirty (30) days' written notice given within ninety (90) days after receipt of Landlord's annual statement, audit Landlord's books relating to Operating Expenses for the immediately preceding year.

ARTICLE 5. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit of Thirty-Two Thousand One Hundred and 00/100 Dollars ($32,100.00). Provided no Event of Default has occurred, Landlord shall reduce the Security Deposit to $16,050.00 on the first day of Lease Month 25 by returning the excess to Tenant. Landlord shall return the remaining Security Deposit within thirty (30) days after the expiration of the Term.

ARTICLE 6. USE

Tenant shall use the Premises solely for the Permitted Use and for no other purpose. Tenant shall not use the Premises for any medical, laboratory or call-center use without Landlord's prior written consent. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to the Building's security procedures.

ARTICLE 7. TENANT IMPROVEMENTS

Landlord shall provide Tenant an improvement allowance of Forty-Five Dollars ($45.00) per rentable square foot of the Premises (the "Allowance"), totaling $288,900.00, to be applied toward the cost of improvements described in the Work Letter attached as Exhibit C. Any portion of the Allowance not used by December 31, 2025 shall be forfeited.

ARTICLE 8. RENEWAL OPTION

8.1 Grant. Landlord grants Tenant one (1) option to extend the Term for a period of five (5) years (the "Extension Term"), on the same terms and conditions set forth in this Lease, except that Base Rent shall be ninety-five percent (95%) of the Fair Market Rent as of the commencement of the Extension Term.

8.2 Exercise. Tenant shall exercise the option by giving Landlord written notice no earlier than twelve (12) months and no later than nine (9) months prior to the Expiration Date. If Tenant fails to timely deliver such notice, the option shall lapse.

ARTICLE 9. EARLY TERMINATION OPTION

Tenant shall have a one-time right to terminate this Lease effective as of the last day of Lease Month 36 (the "Early Termination Date") by (a) delivering written notice to Landlord at least nine (9) months prior to the Early Termination Date, and (b) paying Landlord, together with such notice, a termination fee equal to the unamortized portion of the Allowance and leasing commissions plus three (3) months of Base Rent at the rate then in effect.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall respond to a request for consent within fifteen (15) business days. Notwithstanding the foregoing, Tenant may assign this Lease without Landlord's consent to an entity controlling, controlled by or under common control with Tenant, or to a successor by merger, provided the successor's net worth is not less than Tenant's net worth on the Effective Date. Fifty percent (50%) of any net sublease profit shall be paid to Landlord.

ARTICLE 11. INSURANCE

Tenant shall maintain commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming Landlord and its property manager as additional insureds, and property insurance covering Tenant's personal property and improvements at full replacement cost.

ARTICLE 12. MAINTENANCE AND REPAIRS

Landlord shall maintain the structure, roof, Building systems and common areas in good condition and repair. Tenant shall maintain the interior of the Premises, including any supplemental HVAC unit serving Tenant's server room, at Tenant's sole cost.

ARTICLE 13. SURRENDER AND HOLDOVER

Upon expiration or termination of this Lease, Tenant shall surrender the Premises broom clean and in good condition, reasonable wear and tear excepted. If Tenant remains in possession after the expiration of the Term without Landlord's written consent, Tenant shall pay Base Rent equal to one hundred fifty percent (150%) of the Base Rent in effect immediately prior to expiration, prorated on a daily basis.

ARTICLE 14. NOTICES

All notices shall be in writing and delivered by nationally recognized overnight courier or certified mail to: Landlord, c/o Saguaro Property Management, 1800 East Camelback Road, Suite 200, Phoenix, Arizona 85016, Attention: Lease Administration; and Tenant, at the Premises, Attention: Chief Financial Officer.

ARTICLE 15. MISCELLANEOUS

This Lease shall be governed by the laws of the State of Arizona. This Lease, including Exhibits A through D, constitutes the entire agreement between the parties and may be amended only by a written instrument signed by both parties.

LANDLORD:
Copperline Plaza Holdings, LLC

By: Daniel R. Whitcomb, Manager

TENANT:
Brightwater Analytics, Inc.

By: Priya M. Kesavan, Chief Executive Officer