COMMERCIAL LEASE AGREEMENT

VERTEX OFFICE PARK – SUITE 400

LANDLORD: MERIDIAN PROPERTIES LLC

TENANT: APEX SYSTEMS GROUP INC.

This Commercial Lease Agreement (the "Lease") is made and entered into as of July 15, 2026 (the "Effective Date"), by and between Landlord and Tenant as identified below.

KEY LEASE TERMS & REFERENCE SUMMARY

Landlord	Meridian Properties LLC, a Delaware limited liability company
Tenant	Apex Systems Group Inc., a California corporation
Leased Premises	Suite 400 (approx. 4,500 rentable square feet), Building B, Vertex Office Park, 100 Innovation Way, Irvine, California
Initial Term	Five (5) years, commencing August 1, 2026 ("Commencement Date"), and ending July 31, 2031
Base Rent	$9,375.00 per month ($25.00 per rentable sq. ft. per annum)
Security Deposit	$18,750.00
Permitted Use	General executive and professional office and technology development
Tenant Share	Four percent (4.0%) of building operating expenses (Triple Net)

ARTICLE 1. RECITALS

Landlord is the owner of the real property and improvements commonly known as Vertex Office Park, located at 100 Innovation Way, Irvine, California (the "Property").
Tenant desires to lease a portion of Building B of the Property, and Landlord desires to lease the same to Tenant, under the terms and conditions hereinafter set forth.
NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2. PREMISES AND TERM

2.1 Leased Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises designated as Suite 400 (the "Premises") located on the fourth floor of Building B within the Vertex Office Park, consisting of approximately 4,500 rentable square feet. The configuration of the Premises is depicted on Exhibit A attached hereto and incorporated herein.

2.2 Lease Term

The term of this Lease (the "Term") shall be for sixty (60) months, starting on August 1, 2026 (the "Commencement Date") and expiring at midnight on July 31, 2031 (the "Expiration Date"), unless terminated earlier or extended pursuant to the provisions of this Lease.

ARTICLE 3. RENT AND SECURITY DEPOSIT

3.1 Base Rent

Tenant shall pay to Landlord a monthly base rent (the "Base Rent") of $9,375.00, due in advance on the first day of each calendar month during the Term. Base Rent shall be paid without deduction, setoff, or prior demand, via electronic fund transfer to Landlord's designated bank account. If the Commencement Date occurs on a day other than the first day of a month, the Base Rent for the partial first month shall be prorated.

3.2 Operating Expenses (Triple Net)

Tenant shall pay to Landlord as additional rent ("Additional Rent") its proportionate share of the operating expenses of the Property (the "Operating Expenses"), which is defined as 4.0% of all reasonable and necessary expenses incurred by Landlord in maintaining, operating, and managing the Property, including but not limited to real estate taxes, insurance premiums, utilities, common area maintenance (CAM), and property management fees.

3.3 Security Deposit

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of $18,750.00 as security for the faithful performance of Tenant's obligations under this Lease. The Security Deposit shall be held by Landlord without interest and may be applied to remedy any Tenant default. If applied, Tenant shall immediately restore the deposit to its full amount. Any remaining deposit shall be returned to Tenant within thirty (30) days after the Expiration Date and surrender of the Premises.

ARTICLE 4. USE AND OCCUPANCY

4.1 Permitted Use

Tenant shall use the Premises solely for general office purposes, software engineering, technology research and development, and administrative activities associated with Apex Systems Group Inc., and for no other purpose without Landlord's prior written consent.

4.2 Compliance with Laws

Tenant shall, at its sole expense, promptly comply with all applicable local, state, and federal laws, regulations, and ordinances relating to its specific use of the Premises, including but not limited to zoning ordinances and occupational health and safety regulations.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Landlord's Obligations

Landlord shall maintain in good repair the structural portions of the building (foundation, load-bearing walls, roof structure) and the common areas, including lobby, hallways, stairwells, and common parking areas, the cost of which shall be included in Operating Expenses to the extent permitted by law.

5.2 Tenant's Obligations

Tenant shall, at its sole cost and expense, keep the interior of the Premises in good, clean, and tenantable condition, including interior walls, doors, windows, carpets, lighting fixtures, and the branch electrical and plumbing systems serving the Premises.

5.3 Alterations

Tenant shall make no structural alterations, additions, or improvements to the Premises without Landlord's prior written consent. All permitted alterations shall be completed at Tenant's sole expense and in a professional, workmanlike manner.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1 Tenant's Insurance

Tenant shall maintain, at its sole expense, Commercial General Liability insurance with limits of not less than $2,000,000.00 per occurrence and $4,000,000.00 in the aggregate, naming Landlord as an additional insured. Tenant shall also maintain property insurance covering all of Tenant's personal property, fixtures, and equipment in the Premises for full replacement value.

6.2 Indemnification

Tenant shall defend, indemnify, and hold harmless Landlord and its agents from any claims, damages, liabilities, and expenses arising from Tenant's use of the Premises or from any negligent act or omission of Tenant or its employees.

ARTICLE 7. DEFAULT AND REMEDIES

7.1 Events of Default

The occurrence of any of the following shall constitute an event of default:

(a) Failure to pay Base Rent or Additional Rent within five (5) days after the due date.

(b) Failure to perform any other covenant for more than fifteen (15) days after written notice from Landlord.

(c) Insolvency or bankruptcy of Tenant.

7.2 Remedies

Upon default, Landlord may, at its option, terminate this Lease and re-enter the Premises, recover damages including all past due rent, accelerated future rent discounted to present value, and all reasonable attorney fees and costs incurred in enforcing this Lease.

ARTICLE 8. MISCELLANEOUS

8.1 Governing Law

This Lease shall be governed by, and construed in accordance with, the laws of the State of California.

8.2 Entire Agreement

This Lease, including the Summary and Exhibit A, contains the entire agreement between the Parties and supersedes all prior agreements. No modification shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:
Meridian Properties LLC
a Delaware limited liability company

By: ____________________________
Name: Sarah J. Vance
Title: Managing Director
Date: ____________________________

TENANT:
Apex Systems Group Inc.
a California corporation

By: ____________________________
Name: Robert E. Miller
Title: Chief Executive Officer
Date: ____________________________

EXHIBIT A: DESCRIPTION OF LEASED PREMISES

The Premises are situated on the fourth floor of Building B at Vertex Office Park, 100 Innovation Way, Irvine, California, and consist of approximately 4,500 rentable square feet, outlined in red on the floor plan below.