

JT SHEFFIELD LLC
1301 Spring Street, Unit 29H
Seattle, Washington 98104

PART IV: STANDARD COMMERCIAL LEASE TERMS

Version 1.0 — May 28, 2026

Applicability: This document contains the standard operating and legal terms for the Property. Capitalized terms used herein are defined either in Part V (Definitions & Glossary of Terms) or Part II (Individual Terms, Conditions & Signatures) of the Tenant's specific Commercial Lease Agreement. Landlord may amend Parts IV and V from time to time as the standard form for the Property; such amendments apply only to Commercial Lease Agreements executed after the effective date of the amendment, and the version date of Parts IV and V incorporated into any specific Lease shall be as stated in Part II, Section 7 of that Lease.

ARTICLE 1: RENT AND FINANCIAL OBLIGATIONS

1.1 Payment of Base Rent. Tenant shall pay Base Rent in equal monthly installments in advance on or before the first (1st) day of each calendar month during the Term. Rent shall be paid via electronic funds transfer (ACH) to an account designated by Landlord. Tenant shall pay all Rent without any prior demand, deduction, set-off, or counterclaim.

1.2 Late Charges and Interest. Time is of the essence. If any payment of Rent is not received by Landlord by the fifth (5th) day of the month, Tenant shall pay a late charge equal to five percent (5%) of the overdue amount. Unpaid amounts shall bear interest from the due date until paid at the lesser of twelve percent (12%) per annum or the maximum rate permitted by Washington law.

1.3 CAM Charges (Common Area Maintenance). In addition to Base Rent, Tenant shall pay its Proportionate Share of all costs and expenses incurred by Landlord in operating, managing, maintaining, and repairing the Building and Common Areas ("CAM Charges"). CAM Charges include:

- **Taxes:** All real property taxes, assessments, King County surface water management fees, and transit taxes.
- **Insurance:** Premiums for Landlord's commercial general liability, property, earthquake, and loss of rents insurance.
- **Maintenance & Common-Area Utilities:** Costs for water, sewer, trash, electricity for common areas, landscaping, snow/ice removal, and parking lot maintenance.
- **Management:** A property management fee not to exceed five percent (5%) of the gross revenues of the Building, plus the cost of on-site personnel directly involved in operations.
- **Capital Improvements:** The cost of capital improvements required by new governmental laws (e.g., Washington Clean Buildings Act) or reasonably intended to reduce CAM Charges, amortized over their useful life per GAAP, with 8% interest on the unamortized balance.

1.4 Exclusions from CAM Charges. CAM Charges shall not include: leasing commissions or legal fees for procuring tenants; costs of exclusive Tenant Improvements; Landlord's corporate/income taxes; debt service on the property; costs arising from Landlord's gross negligence; or costs to remediate Hazardous Materials present prior to the Lease Start Date.

1.5 Estimated Payments and Reconciliation. Landlord shall provide an annual good-faith estimate of CAM Charges. Tenant shall pay 1/12th of its share monthly. Within 120 days after the calendar year, Landlord shall furnish a reconciliation statement. Tenant shall pay any deficiency within 30 days; Landlord shall credit any overage to future Rent.

1.6 Tenant's Audit Rights. Once per year, provided Tenant is not in default, Tenant may audit the preceding year's CAM records using an independent CPA on an hourly basis. Request must be made within 90 days of the reconciliation statement. If Landlord overcharged by more than 5%, Landlord pays the audit cost and refunds the overage. All findings must remain strictly confidential.

1.7 NNN Variation. If Part II, Section 4 designates this Lease as Triple Net (NNN), the provisions of Part III, Exhibit D (NNN Lease Amendment) shall modify or supersede this Article 1 to the extent set forth therein.

ARTICLE 2: USE OF PREMISES AND COMPLIANCE WITH LAWS

2.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use specified in Part II. Any change in use requires Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall operate continuously in a reputable manner.

2.2 Prohibited Uses and Federal Carve-Out. Tenant shall not create a nuisance, emit objectionable odors or noise, or overload floors. Federal Law Carve-Out: Notwithstanding any permissive laws of Washington State, Tenant shall not engage in any activity that violates Federal law (strictly prohibiting cannabis cultivation, distribution, or sale unless expressly permitted via a separate Addendum).

2.3 Compliance with Laws and the ADA. Tenant shall comply with all Applicable Laws. Tenant's ADA Responsibility: As between Landlord and Tenant, Tenant assumes the cost and responsibility for ensuring that the interior of the Premises, Tenant's operations, and any Alterations comply with the ADA and Washington accessibility codes. Tenant indemnifies Landlord against third-party ADA claims arising from the interior.

2.4 Environmental Compliance (Washington MTCA). Tenant shall strictly comply with the Washington Model Toxics Control Act. Tenant shall not permit Hazardous Materials on the Premises, except for supplies and materials customarily used for the Permitted Use, kept and used in commercially reasonable quantities and in strict compliance with Applicable Laws and manufacturer instructions.

2.5 Environmental Indemnification. Tenant unconditionally indemnifies Landlord against all claims, cleanup costs, and liabilities arising from Tenant's release or storage of Hazardous Materials.

ARTICLE 3: MAINTENANCE, REPAIRS, AND ALTERATIONS

3.1 Tenant's Maintenance Obligations. Tenant shall, at its sole cost, maintain the interior of the Premises (walls, floors, plumbing fixtures, interior glass, and lighting) in clean, safe condition.

3.2 HVAC. Tenant is entirely responsible for routine maintenance and repair of the HVAC system serving the Premises. Tenant must maintain a quarterly preventative maintenance contract with a licensed HVAC contractor. If an HVAC unit requires full replacement through no fault of Tenant, Landlord shall replace it and amortize the cost into CAM Charges.

3.3 Landlord's Obligations. Subject to CAM reimbursement, Landlord shall maintain the structural foundation, load-bearing walls, exterior roof membrane, and Common Areas.

3.4 Alterations. Tenant shall not make Alterations without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed for non-structural work under \$5,000.

3.5 Mechanic's Liens and Protection. Tenant shall pay promptly for all labor and materials. Tenant must give Landlord 10 days' written notice before commencing work. Landlord may post notices to protect the property from lien claims. If a lien is filed, Tenant must discharge or bond it within 15 days.

3.6 Surrender. Upon expiration, Tenant shall surrender the Premises broom-clean, removing all personal property and Trade Fixtures. Permanent Alterations remain Landlord's property unless Landlord demands removal.

ARTICLE 4: UTILITIES

4.1 Direct Utilities. Tenant shall pay directly to the applicable utility provider all charges for utilities separately metered or otherwise attributable to the Premises, as specified in Part II, Section 4 (including, by default, electricity, natural gas, telephone, and internet/data service).

4.2 Shared and Common-Area Utilities. Where utilities are not separately metered to the Premises (including, by default, water, sewer, trash, and common-area electricity), Tenant shall pay its Proportionate Share as part of CAM Charges, or as otherwise specified in Part II or any applicable Exhibit.

4.3 Tenant's Obligation to Establish Service. Tenant shall promptly establish and maintain accounts in Tenant's own name for all direct utilities, and shall keep such accounts current throughout the Term. Tenant shall provide Landlord with evidence of active service upon request.

4.4 Interruptions. Subject to Article 17, Section 17.3 (Utility Interruptions), Landlord shall not be liable for interruptions in utility service except those caused by Landlord's gross negligence or willful misconduct.

ARTICLE 5: INSURANCE AND INDEMNIFICATION

5.1 Tenant's Required Insurance. Tenant must carry: \$2M per occurrence / \$4M aggregate Commercial General Liability (CGL); "Special Form" Property Insurance covering 100% of Tenant's property; Business Interruption insurance; and Washington State Worker's Compensation.

5.2 Additional Insureds. CGL policies must name Landlord and Landlord's lender as Additional Insureds on a primary/non-contributory basis.

5.3 Mutual Waiver of Subrogation. Landlord and Tenant mutually waive rights of recovery against each other for any loss covered by the required property or business interruption insurance.

5.4 General Indemnification. Tenant indemnifies and defends Landlord against claims arising from Tenant's use of the Premises or breach of Lease, except to the extent caused by Landlord's gross negligence.

ARTICLE 6: CASUALTY AND CONDEMNATION

6.1 Casualty. If damaged by fire or casualty, Landlord shall estimate repair time. If repairable within 180 days, Landlord shall repair the structure, and Rent abates proportionally. If not repairable within 180 days, Landlord may terminate. Landlord has no duty to repair Tenant's property.

6.2 Condemnation. If by exercise of eminent domain (i) more than twenty-five percent (25%) of the rentable floor area of the Premises is taken, or (ii) any portion of the parking, access, or Common Areas

is taken in a manner that, in Tenant's reasonable judgment, materially impairs Tenant's ability to operate for the Permitted Use, this Lease shall terminate as of the date of the taking. For any lesser taking, this Lease shall continue, with Rent equitably abated in proportion to the area or utility lost. Landlord receives the entire condemnation award; Tenant may make a separate claim against the condemning authority for Tenant's moving expenses, Trade Fixtures, and loss of business goodwill, only to the extent recoverable independently under Applicable Laws.

ARTICLE 7: ASSIGNMENT AND SUBLETTING

7.1 Consent. Tenant shall not assign or sublet without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

7.2 Recapture. Upon Tenant's request to assign or sublet, Landlord has 30 days to elect to recapture the space and terminate the Lease for that portion.

7.3 Excess Rent. If Tenant subleases for a profit, 50% of the excess rent (after deducting amortized broker and TI costs) shall be paid to Landlord.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 Events of Default. Defaults include: (a) failure to pay Rent (5 days after notice); (b) failure to perform non-monetary obligations (15 days after notice); (c) abandonment; (d) insolvency.

8.2 Remedies (Washington Unlawful Detainer). Upon an Event of Default, Landlord may pursue all applicable remedies. **Notwithstanding any cure period set forth in this Lease, Landlord may serve any notice required or permitted by chapter 59.12 RCW using the statutory form, timing (e.g., 3-day pay-or-vacate), and manner of service, and nothing herein waives or delays Landlord's rights under Applicable Laws.** Tenant remains liable for past-due rent, eviction costs, and re-letting expenses.

ARTICLE 9: SUBORDINATION AND ATTORNMENT

9.1 Subordination. This Lease is subordinate to any current or future mortgage or ground lease. Tenant shall attorn to any successor-in-interest upon foreclosure.

9.2 Estoppel Certificates. Tenant shall execute an Estoppel Certificate within 10 days of request.

ARTICLE 10: LANDLORD'S RIGHT OF ENTRY

Landlord may enter upon 24 hours' notice for inspections, repairs, or to show the space. In emergencies, Landlord may enter without notice.

ARTICLE 11: RELOCATION OF TENANT

Landlord may, upon 60 days' notice, relocate Tenant to another suite within the same Building or parcel featuring substantially similar square footage and frontage. Landlord shall pay reasonable out-of-pocket moving and rewiring costs.

ARTICLE 12: HOLDING OVER

If Tenant remains after expiration without consent, it constitutes an unlawful detainer. Base Rent increases to 150%. **Landlord's acceptance of holdover rent does not create a periodic (month-to-month) tenancy unless a separate written agreement is signed.**

ARTICLE 13: BROKERS AND AGENCY

Tenant warrants it has dealt with no brokers other than those explicitly named, and indemnifies Landlord against any unlisted broker claims.

ARTICLE 14: NOTICES

14.1 Delivery. Legal notices must be in writing and sent to the addresses set forth in Part II, Section 6, via Personal Delivery, Overnight Courier, or Certified Mail. **Notwithstanding anything herein, any notice required under chapter 59.12 RCW shall be served strictly in the manner required by Washington law (including RCW 59.12.040).** Email is invalid for legal default notices.

ARTICLE 15: DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL

15.1 Venue and Fees. Governed by Washington law. Venue is King County. Prevailing party recovers attorney fees.

15.2 Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY WASHINGTON LAW, LANDLORD AND TENANT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, PROCEEDING, OR COUNTERCLAIM (INCLUDING UNLAWFUL DETAINER ACTIONS) BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF THIS LEASE.**

ARTICLE 16: REPRESENTATIONS AND WARRANTIES

16.1 Authority to Execute. Each signatory represents and warrants that they have full corporate, partnership, limited liability company, or other organizational authority to execute this Lease on behalf of the party indicated; that all necessary internal authorizations have been obtained; and that the entity executing this Lease is duly organized, validly existing, and in good standing under the laws of its state of formation and qualified to do business in the State of Washington.

16.2 OFAC and Anti-Money-Laundering Compliance. Each party represents and warrants that it, its principals, and its beneficial owners are not (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Office of Foreign Assets Control (OFAC) or on any similar list maintained by any U.S. government agency; (b) a person with whom U.S. persons are restricted from doing business under the USA PATRIOT Act, Executive Order 13224, or any other U.S. anti-terrorism or anti-money-laundering law; or (c) otherwise subject to U.S. sanctions. Each party shall promptly notify the other if this representation becomes untrue at any time during the Term.

16.3 No Brokers (Other Than Disclosed). Each party represents that it has not engaged any broker, finder, or agent in connection with this Lease other than those disclosed in Part II, and each party indemnifies the other against any claim by an undisclosed broker arising from its own conduct.

16.4 Accuracy of Application Information. Tenant represents that all financial statements, credit information, and other materials submitted in connection with the application and Lease execution are true and complete in all material respects as of the date submitted.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Security Deposit. Held by Landlord (no trust account or interest required). May be applied to defaults; Tenant must replenish within 10 days. Balance returned within 30 days of surrender.

17.2 Limitation of Liability (Non-Recourse). Landlord's liability is strictly limited to its equity interest in the Building. Landlord is never liable for Tenant's consequential damages or lost profits.

17.3 Utility Interruptions. Landlord is not liable for infrastructure or utility outages, nor do they constitute eviction.

17.4 Quiet Enjoyment. Provided Tenant performs all obligations, Tenant may peaceably enjoy the Premises.

17.5 Severability and Force Majeure. Invalid provisions are severed. Delays in performance caused by acts of God, fire, flood, earthquake, pandemic or epidemic, war, terrorism, civil disturbance, government orders or shutdowns, labor disputes or strikes, supply chain disruptions, or other causes beyond the reasonable control of the affected party shall extend the time for that party's performance by the duration of the delay; provided, however, that Tenant's obligation to timely pay Rent shall not be excused or delayed for any reason.

17.6 No Partnership or Joint Venture. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture, agency, employment, or any other relationship between Landlord and Tenant other than that of landlord and tenant.

17.7 Counterparts and Electronic Signatures. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, email (PDF), or executed via a recognized electronic signature platform (e.g., DocuSign, Adobe Sign) shall have the same force and effect as original ink signatures, except where Washington law requires original signatures (such as notarized instruments).

17.8 Confidentiality. Each party agrees to keep confidential the financial and economic terms of this Lease and any non-public information disclosed in connection herewith, except as required by law, court order, or regulatory request, and except as reasonably necessary for disclosure to lenders, prospective lenders, prospective purchasers or assignees, attorneys, accountants, insurers, or other professional advisors who are themselves bound by similar confidentiality obligations.

17.9 No Recording; Memorandum of Lease. Tenant shall not record this Lease, or any memorandum, affidavit, or other document referencing this Lease, in the real property records of any jurisdiction without Landlord's prior written consent. Any recording in violation of this provision shall constitute a material default and shall be removable by Landlord at Tenant's sole cost.

17.10 Entire Agreement; Amendments. This Lease (comprising Parts II, III, IV, and V) constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, including the Letter of Intent. No amendment is effective unless in writing and signed by both parties; provided, however, that Landlord may amend Parts IV and V from time to time as the standard form for the Property, with such amendments applying only to leases executed after the effective date of such amendment.

17.11 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and (to the extent permitted) assigns.

17.12 Headings. Article and section headings are for convenience only and shall not affect the interpretation of this Lease.

ARTICLE 18: SITE RULES AND REGULATIONS

18.1 Sidewalks and corridors must remain unobstructed.

18.2 Plumbing fixtures shall not be misused (no grease or caustic chemicals).

18.3 Trash must be stored inside until moved to dumpsters. Cardboard must be broken down.

18.4 No objectionable odors or loud noises may emanate from the space.

18.5 Deliveries must not block main entrances or parking.

18.6 No animals permitted without Landlord consent, except service animals as defined by Applicable Laws. (No certification beyond law is required.)

18.7 Smoking and vaping are strictly prohibited inside and within 25 feet of entrances or windows per RCW 70.160.

ARTICLE 19: SIGNAGE AND PARKING

19.1 Signage. No exterior signs or window decals (>20% of glass) without Landlord's written consent and required municipal permits. Tenant must remove signs and repair fascia upon vacating.

19.2 Parking. Tenant and employees must park in designated Employee areas. No vehicle storage over 48 hours. Landlord reserves the right to tow violators.

— END OF PART IV —

JT SHEFFIELD LLC
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Seattle, Washington 98104

PART V: DEFINITIONS & GLOSSARY OF TERMS

Version 1.0 — May 28, 2026

Applicability: This glossary defines the capitalized terms used throughout the Commercial Lease Agreement, including Part II (Individual Terms) and Part IV (Standard Commercial Lease Terms). Terms appear in alphabetical order.

Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than Base Rent, including but not limited to CAM Charges, late charges, interest, audit fees, and indemnification payments.

Alterations. Any physical additions, improvements, cosmetic updates, or architectural changes made to the interior or exterior of the Premises by the Tenant after the Lease Start Date.

Applicable Laws. All present and future federal, state, county, and municipal laws, ordinances, regulations, and building codes applicable to the Property, including but not limited to King County zoning codes, the Washington State Building Code, the Americans with Disabilities Act (ADA), and environmental regulations.

Base Rent. The fixed, minimum monthly amount Tenant must pay Landlord for the right to occupy the Premises, excluding CAM Charges, utilities, and late fees.

Building. The entire physical structure and underlying real property in which the Premises are located, including the roof, foundation, exterior walls, and shared utility systems.

CAM Charges (Common Area Maintenance). The costs and expenses incurred by the Landlord to operate, repair, maintain, and manage the Building and the Common Areas. These are passed through to the Tenant based on their Proportionate Share.

Common Areas. All areas and facilities outside the Premises that are provided and designated by Landlord for the general, non-exclusive use of Landlord, Tenant, other tenants of the Building, and their respective employees and invitees. This includes parking lots, landscaped areas, sidewalks, exterior lighting, driveways, and shared trash enclosures.

Event of Default. A material breach of the Lease Agreement by the Tenant, such as failing to pay Rent, abandoning the space, or violating the Site Rules, which grants Landlord the right to pursue eviction or other legal remedies as outlined in Part IV, Article 8.

Good Faith Deposit. The initial, refundable sum of money submitted by the Applicant alongside Part I (the Letter of Intent & Application) to demonstrate sincere interest in leasing the Premises while background checks and lease drafting occur.

Guarantor. The individual person (or persons) who signs the Unconditional Guaranty of Lease, making them personally and financially responsible for the Tenant's (the business entity's) obligations, debts, and performance under the Lease.

Hazardous Materials. Any substance, chemical, waste, or material defined as toxic, explosive, corrosive, flammable, or hazardous by any federal, state, or local law, rule, or regulation, including the Washington Model Toxics Control Act (MTCA) and CERCLA.

Lease Expiration Date. The specific date on which the Term of the Lease naturally concludes and the Tenant must surrender the Premises back to the Landlord.

Lease Start Date. The specific date the Tenant is legally granted access to and takes possession of the Premises. (This is often earlier than the Rent Commencement Date to allow for Tenant Improvements or setup.)

NNN Lease (Triple Net Lease). A lease structure under which Tenant pays Base Rent plus all property-level operating expenses directly, including real property taxes, insurance premiums, and maintenance costs, in lieu of (or as a substitute for) the standard CAM pass-through. Where elected in Part II, Section 4, the provisions of Part III, Exhibit D apply.

Normal Wear and Tear. The expected, minor deterioration that occurs to the Premises simply from the day-to-day, reasonable use of the space over the Term (e.g., minor scuffs on the floor, slight fading of paint). It expressly does not include damages caused by negligence, heavy impact, lack of maintenance, or the removal of Trade Fixtures.

Permitted Use. The strictly defined, specific business activity that the Tenant is allowed to conduct within the Premises, as written in Part II.

Premises. The specific, exclusive physical footprint of space leased to the Tenant, usually defined by a suite number, address, or floor plan attached in Part III.

Proportionate Share. The fraction or percentage of the Building's total rentable square footage that is occupied by the Tenant. This percentage is used to calculate the Tenant's portion of the CAM Charges.

Rent. A collective term encompassing both Base Rent and Additional Rent.

Rent Commencement Date. The specific date on which the Tenant's obligation to begin paying Base Rent and CAM Charges begins.

Security Deposit. A sum of money held by the Landlord throughout the Term of the Lease to cover any potential damages to the Premises, unpaid Rent, or other defaults by the Tenant upon the conclusion of the Lease.

Tenant Improvements (TIs). The initial construction, build-out, or remodeling work required to prepare the "As-Is" space for the Tenant's specific business operations prior to opening.

Term. The total duration of the Lease Agreement, measured from the Lease Start Date to the Lease Expiration Date.

Trade Fixtures. Items of personal property or equipment installed by the Tenant specifically for the conduct of their business (e.g., commercial espresso machines, specialized retail shelving, portable point-of-sale systems). Unlike Alterations, Trade Fixtures remain the property of the Tenant and must be removed at the expiration of the Lease, provided Tenant repairs any damage caused by their removal.

Utilities. The basic services delivered to the Premises or the Building for use by Tenant or in connection with the operation of the Premises. Utilities generally include water, electricity, sewer, and garbage/dumpster service. Any additional services, exceptions, exclusions, or different allocations of responsibility between Landlord and Tenant shall be set forth in Part II (Individual Terms) or the applicable Exhibit, which shall control.

— END OF PART V —

— END OF JT SHEFFIELD LLC STANDARD COMMERCIAL LEASE BOILERPLATE, VERSION 1.0 —