

OFFICENTRIC LICENSE AGREEMENT

This OFFICE SHARING LICENSE AGREEMENT (this “Agreement”) is entered into by and between **29970 Technology Drive, LLC**, an Alaska limited liability company (“Owner”), and **Executive Treatment Solutions, LLC.**, a Wyoming Limited Liability Company (“Client”), on this 18 day of August 2026 (“Agreement Date”).

In consideration of the agreements and fees set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants to Client, a non-transferable and revocable license to use the Premises and, together with Owner’s other licensees, a license to use the Property and Services, in accordance with terms and conditions of this Agreement.

1. SUMMARY OF BASIC TERMS.

Each reference in this Agreement to any provision in this Summary of Basic Terms (“Basic Terms”) shall be construed to incorporate the terms provided under that provision of the Basic Terms. In the event of any conflict between a provision in this Basic Terms and a provision in the balance of this Agreement, the latter shall control.

1.1	Property:	29970 Technology Drive, Murrieta, California 92563
1.2	Premises:	A single office, Office # 220F , located on the second floor.
1.3	Use Type:	Virtual <u>X</u> Executive Office Co-Working
1.4	Client Details Company Name: Contact Name: Address: Telephone: Email:	Guarantor: Maxwell Miner Executive Treatment Solutions, LLC. Max Miner 42225 Hacienda Drive, Murrieta CA 92562 (310) 717-8375 max@exectreatmentsolutions.com
1.5	Maximum Capacity:	2 persons per office
1.6	Term:	Three (3) Months , automatically extended thereafter on a month-to-month basis
1.7	Commencement Date:	September 1, 2026
1.8	Expiration Date:	November 30, 2026
1.9	Extension Option(s):	
1.10	Monthly Base Service Charge:	(\$ 0.00) No Telephone Handsets @ 0.00 ea/month (\$ <u>0.00</u>) High Speed Internet @ <u>0.00</u> ea/month
1.11	License Fee:	<u>\$ 820.00</u> (This amount is inclusive of the Monthly Base Service Charge and the Monthly Additional Service Charge(s), if any, all of which are collectively referred to herein as the “License Fee”.)
1.12	Service Retainer:	<u>\$ 820.00</u> (1x the License Fee) (Deposit)
1.13	Set-Up Fe:	<u>\$ 0.00</u>
1.16	Base Services:	Owner’s complete executive office program, including the use of executive offices complete with the services attached hereto as <u>Schedule A</u> .
1.17	Additional Services:	Access to additional business services for purchase as needed by Client, including the services selected and further described in <u>Schedule B</u> attached hereto.
1.18	Owner’s Address (for Fee payments and notices):	29970 Technology Drive, LLC 1947 Camino Vida Roble, Suite 280 Carlsbad, California 92008

This Agreement incorporates the Terms and Conditions which Client hereby confirms Client has read and understood. The parties agree to comply with the terms and obligations set forth therein. This Agreement is binding from the Agreement Date and may not be terminated, except as provided in the Terms and Conditions.

By signing below, I accept the terms and conditions of this Agreement.

LANDLORD:

29970 Technology Drive, LLC.

An Alaska Limited Liability Company

By: **Global Cres, Inc. as Agent for Owner**

By:  **Date 2026.08.24**

Name: Claude Turon-Barrere

Title: VP of Property Management

TENANT:

Executive Treatment Solutions, LLC.

A Wyoming Limited Liability Company

By: _____

Name: Maxwell Miner

Title: CEO

TERMS AND CONDITIONS

2 **This Agreement**

2.1 Nature of Agreement. Owner grants Client a license to use and occupy the Premises in the Property, subject to the terms and conditions contained herein. Client shall have no real property interest in or other rights to the Premises. The license created by this Agreement is non-exclusive, revocable at will by Owner and not transferable. Owner is granting Client the right to share with Owner and its licensee, grantees, employees, successors, and assigns the use of the Premises subject to the terms and conditions of this Agreement. **This Agreement is not intended to create a lease or any other interest in real property in favor of Client, but merely creates a license revocable at will by Owner. Owner's right to revoke this Agreement is not subject to or contingent upon whether Client is in default of the terms of this Agreement.**

3 **Term; Termination**

3.1 Term. The Term of this Agreement is as stated in Section 1.6 of the Basic Terms, commencing on the Commencement Date and expiring on the Expiration Date (unless sooner terminated by Owner pursuant to this Agreement).

3.2 AUTOMATIC RENEWAL. FOLLOWING THE EXPIRATION DATE, IN THE ABSENCE OF A WRITTEN AGREEMENT TO THE CONTRARY, THIS AGREEMENT WILL BE EXTENDED AUTOMATICALLY FOR SUCCESSIVE PERIODS ON A MONTH-TO-MONTH BASIS, UNTIL TERMINATED BY OWNER OR CLIENT.

3.3 Termination by Owner. In the event Owner elects to revoke the license created by this Agreement prior to the Expiration Date, and so long as Client is not in default as described in Section 21, Client shall have thirty (30) days from the date Client is served written notice of revocation to vacate the Premises.

3.4 Commencement of Term. Owner shall not be liable to Client for inability to deliver possession of the Premises on the Commencement Date due to reason(s) out of its control. In such event, this Agreement shall remain in full force and effect. In addition, so long as Client is not in default under this Agreement, the License Fee shall be abated until the new Commencement Date.

3.5 End of Term. Upon the expiration, revocation or other termination of the Term, Client shall vacate the Premises, leaving it in good order and condition, broom clean, ordinary wear and tear excepted. If the Premises is not vacated at the time of expiration or sooner termination of the Term, Client shall be liable to Owner for (a) all losses, costs, liabilities and damages that Owner may incur by reason thereof, including, without limitation, attorneys' fees, and Client shall indemnify, defend and hold harmless Owner against all claims made by any succeeding licensees against Owner or otherwise arising out of or resulting from Client's failure to timely vacate the Premises; and (b) a per diem use and occupancy fee equal to two times the daily License Fee payable under this Agreement.

4 **Use**

4.1 The Client must only use the Premises for office purposes. Office use of a nature involving frequent visits by members of the public such as "retail" is not permitted.

4.2 The Client's name and address. The Client may carry on its business in the name set forth in Section 1.4 or some other name consented to by Owner.

4.3 Use of the Property Address: The Client may use the Property address as its business address. Any other uses are prohibited without the Owner's prior written consent.

5 **Fees and Expenses**

5.1 License Fee. Client agrees to pay to Owner the License Fee set forth in Section 1.11 of the Basic Terms on the first day of each month during the Term, at the address set forth in Section 1.18 of the Basic Terms or such other place as Owner may designate in writing.

5.2 Increases to License Fee. During the Term, the License Fee shall be increased by four percent (4.0%) on each one-year anniversary of the Commencement Date.

5.3 Late Charges. In addition to the License Fee, Client shall pay, on demand, as additional fees: (a) if the License Fee is paid more than ten (10) days after its due date interest on the unpaid License Fee at the rate of eighteen percent (18%) per annum from the date first due until it has been paid in full or the maximum rate permitted by law, whichever rate is lower. In addition, if payment of the License Fee is more than one (1) month late, Client shall pay an additional \$10.00 per day, for each day such fees have not been paid in full; and (b) \$50.00 for any check that is returned unpaid (collectively, "Late Charges").

5.4 Occupancy Prior to Commencement Date. In the event that Owner shall permit Client access to and use of the Premises prior to the Commencement Date, such access and use shall be subject to all of the terms and conditions set forth herein, and Client's obligation to pay the License Fee shall commence on such earlier occupancy date.

6 **Service Retainer**

6.1 Client has deposited the Service Retainer in the amount set forth in Section 1.12 of the Basic Terms as security for Client's compliance with this Agreement. The remaining, unused portion of the Service Retainer, if any, will be returned, without interest, upon the completion of the following conditions: (a) expiration of the Term; (b) removal of Client's personal property from the Premises; (c) Client's payment in full of any and all License Fees and other fees due hereunder; and (d) the return to Owner of all of the Property and Premises keys and identification cards provided by Owner.

6.2 Identification Cards. If Owner must replace the identification cards, Client shall pay, on demand, an additional fee of **\$20.00** for each card.

6.3 Owner shall not use the Service Retainer as payment for the License Fee for the last month of the Term, or any extension thereof. However, in the event Client defaults in respect of any of the terms, provisions and conditions of this Agreement, Owner may apply the Service Retainer to the extent required for the payment of any money due to Owner.

6.4 If all or part of the Service Retainer has been utilized by Owner as permitted herein, Client shall replenish the Service Retainer immediately, and upon Client's failure to do so, shall be deemed to be in default hereunder.

7 **Use**

7.1 The Premises shall not be used by Client for any purpose other than as set forth in Section 1.4 of the Basic Terms.

7.2 Applicable Law. Client, at Client's sole expense, shall promptly comply with all laws and regulations of any governmental authority. Client shall pay all fines, penalties, costs and expenses imposed upon Owner for Client's failure to comply with any applicable governmental rules, regulations or laws.

7.3 Rules and Regulations. Client represents that it will comply with all Owner's Rules and Regulations attached hereto as Schedule C. Rules and Regulations may change or be updated from time to time. Owner shall provide Client with updated Rules and Regulations which shall apply as if a part of this Agreement.

8 **Condition of Premises**

8.1 Client agrees to accept the Premises "AS IS". Owner makes no representation as to the condition of the Premises, the Property or the land upon which the Property is erected. Client agrees that Owner shall not have any obligation to perform any work, alterations, repairs or otherwise prepare the Premises for Client's use and occupancy, other than as set forth in this Agreement.

9 **Alterations and Repairs**. Owner has the sole and exclusive right to make any decoration, alteration, installation, repair, modification or change to the Premises and to perform work of any kind or nature in and to the Premises, whether it is of a structural or non-structural nature. Owner, at Owner's expense, shall make all repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Premises (including windows) and the Property if deemed necessary by Owner. However, if the need for repair has been caused or the work has been requested by Client or its visitors, then such repair shall be at Client's expense.

10 **Maintenance**. Owner agrees and warrants that it shall maintain the Premises and Property in and to a reasonable and customary first class office standard.

11 **Services**

11.1 Base Services. Owner agrees, in consideration of the License Fee, to provide Base Services to Client as described in Schedule A.

11.2 Additional Services. Owner may, at its option make Additional Services available to Client, as set forth in or added to Schedule B, at fees established by Owner.

11.3 Conditions. Owner's obligation to furnish to Client the Base Services and/or Additional Services, shall be subject to the following: (a) Owner has not sooner terminated the Term and revoked this Agreement, and (b) Client is not in default. In the event Client is in default, or the license created by this Agreement has been revoked, Owner may, at its option, cease furnishing any and all services, including any communication and data services.

11.4 Except as otherwise provided in this Agreement, Owner's provisions of services and utilities for the Premises is subject to the following:

(a) The License Fee paid by Client does not include any service or utility unless included in Base Services.

(b) Electricity. Owner will provide Client with electrical energy sufficient for normal lighting and small desktop office equipment; provided, such electric energy shall not be in excess of four watts per square foot of net usable space. Owner shall not be liable in any way to Client for any failure to provide electricity by reason of any requirement, act or omission of the public utility supplying the Property with electric energy or for any other reason not attributable to Owner.

(c) Garbage. Client shall, at its expense, keep the Premises clean and deposit garbage daily in the container provided by Owner. Client will pay to

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Owner, on demand, as an additional License Fee, Owner's standard charge (as adjusted from time to time) for garbage that exceeds normal waste basket refuse and rubbish. Client shall endeavor to participate with Owner recycling program(s) as available.

(d) **Heat/Air Conditioning.** Owner will supply the Premises with functional heat, when and as required by law, and functional air conditioning.

(e) **Telephone/Telecommunications.** In the event Owner provides telephones and/or telecommunications services to Client, Client acknowledges that due to the imperfect nature of verbal, written and electronic communication, Client shall be responsible for damages, direct or consequential that may result from the failure of Owner to furnish any telephone and/or telecommunications service.

11.5 No Warranties. Owner does not warrant that any Property system or service to be provided by Owner, or any other system or services which Owner may provide, including, but not limited to, the services listed on Schedule A and Schedule B: (a) shall be adequate for Client's particular purposes, or (b) shall be free from interruption or reduction. Property systems and services may be interrupted or reduced by reason of repairs or changes which are, in Owner's judgment, necessary or desirable, or that are beyond Owner's control. Such interruption or reduction shall not, unless otherwise provided in this Agreement (i) constitute a breach or default of this Agreement, or disturbance of Client's use of the Premises; (ii) entitle Client to any compensation or abatement of the License Fee; (iii) relieve Client from any obligation under this Agreement; or (iv) impose any obligation or liability on Owner by reason of inconvenience or annoyance to Client, injury to or interruption of Client's business or otherwise. **Client expressly waives, and agrees not to make any claim for damages against Owner, direct or consequential, arising out of any failure of Owner to furnish any utility, service or facility, any error or omission with respect thereto, or any delay or interruption of the same.**

12 Access.

12.1 Access by Client. During the Term, so long as Client shall not be in default, Client may have LIMITED ACCESS to the Premises and Property as follows:

(a) Access to the Property, for the purposes of entry to the Premises only, shall be permitted with the presentation or use of an electronic access card ("Card") or key provided by Owner.

(b) Without limiting the foregoing in any way, Owner agrees that it shall not unreasonably withhold or delay any written request from Client, to permit access into the Premises at such time(s) or day(s) not expressly provided for above.

12.2 Access by Owner. Owner shall have the right to enter the Premises at any time. So long as Client shall not be in default, Owner shall provide prior notice of entry (except no notice shall be required in an emergency).

13 Owner's and Client's Property. All fixtures, equipment and improvements attached to or built into the Premises by Owner shall become or remain a part of the Premises, and will be deemed Owner's property and may not be removed by Client. Any of Client's property remaining in the Premises after this Agreement ends will be deemed abandoned and may be retained or disposed of by Owner, without liability to Client, in such manner as Owner determines. However, any and all such costs and expenses incurred shall be chargeable to Client.

14 Indemnification. Client will defend, indemnify and hold Owner harmless, from and against any and all suits, claims, causes of action, liabilities, losses, costs, damages and expenses of whatever kind (including, but not limited to, attorneys' fees and court costs) arising in any manner, directly or indirectly, out of or in connection with or incident to: (a) Client and its employees, agents and invitees' use of the Premises or Property; or (b) all claims arising from any negligent or other act or omission of Client or its employees, agents and invitees. Client shall maintain adequate insurance for all of the foregoing. Owner and Client each waives any and all rights of recovery against the other for loss of or damage to its property or the property of others under its control, to the extent such loss or damage is covered and fully compensated by any insurance policy.

15 Owner's Liability. Neither Owner nor Owner's managers, principals, employees and agents will be liable to Client for any injury, damage or loss, including, without limitation, inconvenience, annoyance or injury to business, nor shall there be a reduction of the License Fee, additional License Fee or any obligation of Client, and Client shall not be entitled to any right of setoff in connection with any matter including, without limitation, (a) making or not making repairs or changes; (b) the interruption of any service or utility; (c) the inability to

fulfill, or delay in fulfilling, any obligation of Owner for any reason beyond Owner's control, or (d) failure to arrange for any utility or services.

16 Subordination. This Agreement, and the rights of Client hereunder, are subject and subordinate in all respects to the underlying lease, if any, as well as all present and future underlying leases and mortgages in any way relating to the Property. This provision is self-operative and no further instrument is required.

17 Affirmative Waivers. Owner and its managers, principals, employees and agents shall not, to the extent permitted by law, be liable for, and Client waives all right of recovery against such entities and individuals, for any damage or claim with respect to any injury to person or damage to any person of Client and its employees, authorized persons and invitees due to any act, omission or occurrence in or about the Premises or the Property.

18 No Waivers. The failure by Owner to insist in any instance on the strict performance of any obligations of this Agreement or to exercise any election, will not be deemed a waiver for the future of the performance of that obligation or of the right to exercise that election. The receipt by Owner of the License Fee or additional License Fees with knowledge of a breach or default by Client will not be a waiver of the breach or default.

19 Relocation. Owner shall have the right, except during the upon sixty (60) days written notice, to relocate Client to another premises in the Property, provided such other premises is substantially similar to the Premises and provided Client shall incur no increase in the License Fee or any relocation cost or expense.

20 Notices. A bill, statement, notice or communication from Owner to Client shall be in writing and deemed sufficiently given or rendered upon deposit in the United States Mail, postage prepaid, addressed to Client at the address indicated in Section 1.4 of the Basic Terms. Any notice or communication to Owner under this Agreement must be in writing and must be sent by personal delivery, by overnight courier or by certified mail, return receipt requested, to the address set forth in Section 1.18 of the Basic Terms.

21 No Sublicense or Assignment. Client may not assign this Agreement nor sublicense the Premises or any part thereof or permit its use by any person except Client's employees and business invitees, except with Owner's prior approval, in Owner's sole and absolute discretion. Owner, however, may freely assign this Agreement and/or any fees hereunder.

22 Default.

22.1 Events of Default. Client shall be deemed to be in default under this Agreement as follows: (a) if Client defaults in the payment of the License Fee or other sums due; (b) if Client shall be late in paying the License Fee and any other additional fees due hereunder, more than twice within any 12-month period; (c) if Client abandons the Premises; (d) if Client assigns or sublicenses this Agreement or any portion thereof in violation of this Agreement; or (e) if Client defaults in the prompt and full performance of any other provision of this Agreement.

22.2 Effect of Default. Upon the occurrence of one or more of the above events of default, this Agreement shall automatically terminate. Owner may, at its option, declare the entire amount of the License Fee (which would become due and payable during the remainder of the Term) to be due and payable immediately, in which event Client agrees to pay same immediately. Client agrees to pay all costs and expenses expended or incurred by Owner in connection with the enforcement of this Agreement, the collection of any sums due hereunder, any action for declaratory relief in any way related to this Agreement, and/or the protection or preservation of any rights of Owner hereunder.

22.3 Remedies. In the event of default and termination of this Agreement, or the revocation of this Agreement by Owner, Owner shall have the option to pursue one or more of the following remedies without any additional notice or demand and without limitation to Owner in the exercise of any other remedy:

(a) Owner may deny Client access to the Premises, and may enter the Premises and take possession of the contents thereof, without releasing Client from any of its obligations hereunder; and

(b) **Owner may exercise any remedy now or hereafter available to it at law or in equity, and Client hereby agrees that Owner shall not have a duty to seek a court order or to provide due process before evicting Client from the Premises.**

23 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to its conflict of law rules.

SCHEDULE A

BASE SERVICES

Executive Office:

Conference Room Rent – 8 Hours Free/ month

Courtesy High Speed Internet – No Charge

Mailing Address – No Charge

Janitor Service – No Charge

Electricity – No Charge

SCHEDULE B

ADDITIONAL SERVICES

Each reference in this Agreement to any provision in this Summary of Additional Services (“Additional Services”) shall be construed to incorporate the terms provided under that provision of the Additional Services. In the event of any conflict between a provision in this Additional Services and a provision in the balance of this Agreement, the latter shall control.

Executive Office:

Conference Room Rent – 25 \$/hr after the first eight (8) hours, monthly, per Base Services above.

SCHEDULE C

RULES AND REGULATIONS

1. **Deliveries:** All packages to be delivered to the Property must be addressed to Owner's representative. Large deliveries must be scheduled in advance with Owner's representative.
2. **Access:** Client and its agents, employees, representatives and invitees shall access the Premises directly through the Building lobby.
3. **Check-in/Name Tags/Security Passes:** Client will be responsible for all invitees of Client and such invitees will not receive building security passes and may not access any area of the building other than the Premises and the building lobby.
4. **Clean Up:** Conference room, other shared spaces are to be left in neat and clean order after use. Trash and recyclable materials are to be deposited in proper receptacles.
5. **Climate Control:** If you are having a problem with the temperature, please call the Owner's representative who will adjust the thermostat to better suit your needs.
6. **Trash:** If you produce a large amount of trash and would like it removed, please call the Owner's representative. Trash shall not be placed in the building lobby or hallways.
7. **Smoking:** There is no smoking permitted anywhere in the building of the Property. A smoking area is provided outside on the North side of the building.
8. **Eating and Drinking:** Eating and drinking are prohibited in the building lobby. Eating and drinking are permitted within the Premises.
9. **Lobby/Hallways:** You may not use the building lobby or hallways as a storage area or meeting area. The lobby and hallways must remain free of obstruction at all times. Please keep quiet in the building lobby and hallways out of consideration for others in the building.
10. **Walls:** Do not fasten anything to the walls of the Premises or in the in the building lobby or hallways.
11. **Overtime and Amended Rental Periods:** Additional requests for time and/or space must be scheduled in advance and approved by Owner's representative. All requests are subject to additional fees and must be approved in writing prior to the event. If amended time is scheduled and subsequently cancelled within five (5) business days prior to the amended period, Client is responsible for 100% of the additional fee(s) for the amended time.
12. **Client Equipment.** Use of any audiovisual or other equipment provided by Client, must be approved by the Owner representative. Client shall be responsible for cost of the installation and removal of any and all additional equipment and material.
13. **Prohibited Substances.** No toxic, flammable combustible or explosive fluids, chemicals or substance shall be brought on to the Property.
14. **Bicycles and Pets.** No bicycles, vehicles or animals, including birds or pets of any kind, shall be brought into the building. Service animals may be permitted on Premises with proof of certification presented to Owner's representative.
15. **Solicitation.** Canvassing, soliciting and peddling in the building are prohibited.
16. **Hand Trucks.** Hand trucks may not be used within the building unless they are equipped with rubber tires and side guards.