Exhibit A

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 15 day of July, 2022, by and between The First Bank (hereinafter referred to as "LESSOR"), whose authorized agent is Stirling Properties, LLC., One St. Louis St., Suite 4100, Mobile, Alabama 36602, and Highland Construction, LLC, d/b/a The Addison Group (hereinafter referred to as "LESSEE")

WITNESSETH THAT:

The parties hereto, for the considerations hereinafter set forth do hereby covenant and agree as follows:

ARTICLE 1 PREMISES

LESSOR hereby leases unto LESSEE the following described premises (hereinafter called "Premises"), described as approximately 1,572 square feet of office space, identified as the "Eastern Suite" located on the Second Floor of The First, Orange Beach Branch (hereinafter called "Building"), located at 25556 Canal Rd in Orange Beach, Alabama. Attached hereto as a part hereof is "Exhibit A", which further identifies the Premises.

ARTICLE 2 EXAMINATION OF LEASE

Submission of this instrument for examination or signature by LESSEE does not constitute a reservation of or option for lease, and this instrument shall not become effective as a lease or otherwise until execution and delivery by both LESSOR and LESSEE.

ARTICLE 3 TERM AND COMMENCEMENT

The term of this Lease shall be for a period of FIVE (5) years, commencing on the date in which the improvements to the Premises are complete, and a certificate of occupancy has been issued. Upon Confirmation of such date, LESSOR and LESSEE shall executed a supplemental Commencement Date Agreement.

ARTICLE 4 RENTAL

(1) LESSEE shall pay LESSOR as rental for the Premises for the whole term hereof the sum of One Hundred and Thirty-Five Thousand Nine Hundred and Seventy Eight Dollars & No/00 ($135,978.00) Dollars, plus the additional payments and sums hereinafter provided. The said rental of Twenty-Six Thousand Seven Hundred and Twenty-Four ($26,724) Dollars annually is payable for years 1-3 in twelve (12) equal monthly installments of Two Thousand Two Hundred and Twenty-Seven Dollars ($2,227.00) each, Twenty-Seven Thousand Five Hundred and Ten ($27,510) Dollars annually is payable for year 4 in twelve (12) equal monthly installments of Two Thousand Two Hundred and Ninety-Two & 50/100 ($2,292.50), and Twenty-Eight Thousand Two Hundred and Ninety-Six ($28,296) Dollars annually is payable for year 5 in twelve (12) equal monthly installments of Two Thousand Three Hundred and Fifty-Eight ($2,358), payable in advance on or before the first day of each month during the term hereof to LESSOR, or at such other place as LESSOR may in writing designate from time to time, without any prior demand therefore, and without any deduction or setoff whatsoever. A sum equal to the first month's rental installment shall be deposited with LESSOR in escrow and without interest until the term of this Lease commences, whereupon such sums shall be then applied by LESSOR as payment on the first rental installment hereunder.

(2) If the term commences other than on the first day of a calendar month, then LESSEE shall pay pro-rata rent, in advance, for the period from such commencement date to the first day of the next following calendar month. Rent for such period shall be determined by multiplying the monthly rent under the preceding paragraph by a fraction, the numerator of which shall be the number of days in such period, and the denominator of which shall be the number of days in such calendar month. LESSEE shall also pay the rent as otherwise provided in this Lease.

3) In the event that any federal, state local or other governmental authority shall impose or assess any tax, levy or other charge on or against all or any part of the rentals paid or to be paid by LESSEE under the terms of this Lease, and LESSOR is thereby required to collect from LESSEE and/or pay such tax, levy, or charge to such authority, LESSEE covenants and agrees, within ten (10) days from written demand therefore, to pay to or reimburse LESSOR (as the case may be) all such charges as may be imposed or assessed, which, for the purposes of this Lease shall be deemed to be due from LESSEE as additional rent.

(4) In the event any rent payment is not paid within five (5) days after the date on which such payment is due then LESSOR may collect, and LESSEE agrees to pay as part of such overdue payment, a late charge of Five Cents ($.05) for each dollar so overdue. An additional late charge will be added to such payment for each thirty (30) day period it or any part of it remains unpaid.

ARTICLE 5 SERVICES AND FACILITIES SUPPLIED BY LESSOR

(1) LESSOR agrees to furnish to the Building hot and cold water at points of supply provided for general use, heated and refrigerated air conditioning in season at reasonable temperatures and in reasonable amounts, electrical and elevator in the manner and to the extent deemed standard for the office-rental business by LESSOR.

(2) If LESSEE desires to have installed in the Premises any special facilities or equipment requiring other than normal electrical service for ordinary lighting and minor electrical appliances such as computers, small business and accounting machines, and other than the normal and regular service mentioned in Paragraph (1), LESSOR will, if reasonable possible, furnish such additional special facilities or equipment provided that LESSEE will pay LESSOR in advance for the cost of providing and installing any additional wiring equipment, meters and safety devices and the cost of any repairs, alterations, additions to, and refinishing of the Premises or Building so necessitated, and provided LESSEE shall pay all additional utility charges incurred thereby.

(3) LESSOR shall not be liable to LESSEE in damages or otherwise for failure to perform any of the covenants on its part under this Article 5, nor shall temporary stoppages, temporary failures or interruptions of any of the services to be supplied by LESSOR unto LESSEE under this Article be construed as an eviction of LESSEE, work an abatement of rent, or relieve LESSEE from any covenant or agreement, but LESSOR agrees to diligently restore any services obliged to be provided by it hereunder when temporary failures, stoppages, or interruptions occur.

ARTICLE 6 SECURITY

LESSOR agrees to provide for reasonably secure access to the Building and Premises, but LESSOR shall in no event be liable for any theft or other loss of property occurring in or about the Premises or Building.

ARTICLE 7 ADDITIONAL RENT

See Special Stipulations, attached hereto as Exhibit "C".

ARTICLE 8 MAINTENANCE AND ALTERATIONS

LESSEE agrees to take good care of the Premises and not to allow or commit any waste with respect to the Premises or Building, and that upon termination of this Lease, by lapse of time or otherwise, LESSEE will surrender the Premises to LESSOR in as good condition as at the date of initial possession hereunder by LESSEE, ordinary wear and tear expected. Any damage to the Premises or Building resulting from acts or neglect of LESSEE or LESSEE'S agents, employees, patrons, or invites, shall be repaired, or replaced at LESSEE'S expense, and any alterations, physical additions or improvements, except movable office furniture, shall at once become the property of LESSOR upon termination of this Lease.

ARTICLE 9 ASSIGNMENT SUB-LETTING

LESSEE agrees not to assign this Lease, nor allow it to be assigned, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, or sub-let the Premises, or any part thereof, without the prior written consent of LESSOR, which consent shall not be unreasonable withheld. However, LESSEE shall not be relieved of any obligation under the lease agreement. Any Sublease or Assignment proceeds in excess of the rental amounts payable by LESSEE, as define in this Lease, shall be paid to LESSOR as additional rent.

ARTICLE 10 USE OF PREMISES

LESSEE agrees to maintain the Premises in a clean, orderly, healthful condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. LESSEE will not use, occupy or permit the use or occupancy of the Premises for any unlawful, disreputable, or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act or thing which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might emit offensive odors into other portions of the Building; or use any apparatus which might make undue noise or set up vibration in the Building; or permit anything to be done which would increase the fire insurance rate on Building or contents. In the event of a pandemic, LESSOR and LESSEE shall adhere to safety and health guidelines established by the Centers for Disease Control and Prevention (CDC), as applicable to the use and occupancy of the Building.

ARTICLE 11 RIGHT OF ENTRY

LESSEE agrees that LESSOR'S representatives shall have the right to enter all parts of the Premises at all reasonable hours to inspect, test, clean, make repairs, alterations and additions to the Building or Premises, which it may deem necessary or desirable or to provide any service which it is obligated to furnish tenants of the Building.

ARTICLE 12 SURRENDER OF PREMISES

At the expiration of the tenancy hereby created, LESSEE shall surrender the leased Premises in the same condition as the leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys for the leased Premises to LESSOR at the place then fixed for the payment of rent and shall inform LESSOR of all combinations on locks, safes and vaults, if any, in the leased Premises. LESSEE shall remove all its trade fixtures and any alterations or improvements which LESSOR requests to be removed before surrendering the Premises as aforesaid and shall repair any damage to the leased Premises caused thereby. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

ARTICLE 13 INDEMNITY

LESSEE hereby covenants and agrees to indemnify and hold LESSOR harmless from and against any and all liability, claims, demands, loss or damage for injury to, or death of, any person or persons or damage to property in any way arising from or in connection with the occupancy or use by LESSEE of the Premises or any part thereof or occasioned wholly or in part by any act or omission of LESSEE, its agents, employees or invitees. LESSEE further agrees to indemnify and hold LESSOR harmless from all fines, suits, claims, demands and actions resulting from any breach, violation or nonperformance of any covenant or condition thereof by LESSEE or LESSEE'S agents, employees or invitees. Notwithstanding the foregoing, LESSEE shall not be required to indemnify LESSOR to the extent any liability, claims, demand, loss or damage is caused by the gross negligence, willful misconduct or material uncured breach of this Lease by the LESSOR.

ARTICLE 14 EMINENT DOMAIN

(1) Entire Premises

If the whole of the Premises hereby leased shall be taken by any authority under the power of eminent domain, then this Lease shall terminate as of the day possession shall be taken by such authority, and all rent shall be paid up to that date with a proportionate refund by LESSOR of such rent as may have been paid in advance.

(2) Partial Taking of Premises

If less than 20 percent of the floor area of the Premises be so taken by eminent domain then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day and thereafter the fixed minimum rent hereunder shall be proportionately adjusted.

(3) Substantial Taking of Premises

If more than 20 percent, but not all, of the floor area of the Premises be so taken, then this Lease shall terminate only as to the part so taken from the day possession shall be taken by such authority, and all rent shall be paid up to that day; provided, however, that LESSEE and LESSOR shall each have the right to terminate this Lease by giving written notice thereof within ten (10) days from the date such possession is taken by said authority. In the event LESSEE elects to remain in possession, and LESSOR does not so terminate, all of the terms herein provided shall continue in effect that the fixed minimum rent shall be proportionately adjusted.

(4) Substantial Taking of Building

If more than 50 percent of the floor area of the Building be taken under the power of eminent domain, whether or not the Premises or any part thereof be taken, LESSOR may, by notice in writing to LESSEE delivered within thirty (30) days after the day of surrendering possession to the authority, terminate this Lease, and rent

shall be paid or refunded, as of the date of termination.

(5) Damages

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of LESSOR, including, but not limited to, such damages as shall be awarded as compensation for diminution in value of the leasehold and to the fee of the Premises; provided, however, that LESSOR shall not be entitled to any award made to LESSEE for loss of business, depreciation to and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other disposition in lieu of, or under threat of, condemnation.

ARTICLE 15 RELEASE OF LIABILITY

LESSOR shall not be liable to LESSEE for any loss or damage to any person or property, including the person and property of LESSEE occasioned by theft, the acts of any co-tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of governmental authority, the construction, repair, maintenance or alteration of any part of the Premises or Building as a whole or any other cause whatsoever.

ARTICLE 16 EXCUSE OF PERFORMANCE FORCE MAJEURE

Anything in this Lease to the contrary notwithstanding, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, act of God, government ordered shut down, or any other cause whatsoever (including failure of the other party to supply necessary data or instructions) beyond the reasonable control of the obligated party, and the time for performance by the obligated party shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE 17 DAMAGE OR DESTRUCTION

(1) Premises Rendered Wholly Unfit for Occupancy

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become wholly unfit for occupancy, then the LESSOR may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time after such Premises have become wholly unfit for occupancy, or may give notice in writing terminating this Lease. If LESSOR elects to repair or rebuild the Premises it shall give the LESSEE notice thereof within thirty (30) days after such injury or damage of its intention to repair or rebuild, and then proceed with reasonable speed to repair or rebuild. LESSEE shall not be obligated to pay any rent from the time that such Premises were rendered wholly unfit for occupancy until such Premises are again fit and ready for occupancy.

(2) Premises Rendered Partially Unfit for Occupancy

In the event the Premises shall be destroyed or so damaged by fire, explosion, earthquake, or any other cause so as to become partially unfit for occupancy, LESSOR shall forthwith cause the same to be repaired as soon as is reasonably possible and, only while such damage is being repaired, LESSEE shall be entitled to a proportionate abatement of the monthly rent. The repair or restoration by LESSOR under this and the preceding paragraph shall in all events be limited to those items originally provided by LESSOR in accordance with Exhibit "A".

(3) Building Rendered Totally or Partially Unfit for Occupancy

In the event that the Building in which the Premises may be situated be destroyed or damaged from any cause to the extent (in LESSOR'S sole judgment) of 33 percent or more of the replacement cost of such building, LESSOR shall have an option to terminate this Lease, whether the Premises be damaged or not; such option to be exercised within thirty (30) days after such occurrence so damaging said Building. Anything in this Lease to the contrary notwithstanding, a total or substantially total destruction of the Building shall terminate this Lease.

(4) General

LESSOR shall not be liable or responsible to LESSEE for any inconvenience or loss due to making repairs or reconstruction as aforesaid nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve LESSEE, from any liability for any loss or damage to LESSOR or LESSOR's property due to negligence or willful acts of LESSEE, its agents, servants, employees, or invitees, provided, however, if LESSOR'S fire and extended coverage insurance policy permits, without penalty, the release of others from liability for loss from casualties insured against, such release from liability is hereby granted to the extent that LESSOR actually recovers for loss under such policy.

To the extent that LESSOR's insurance coverage provides for any remedies for damages and expenses incurred by LESSEE, as addressed above, LESSEE shall be the beneficiary of such coverage.

ARTICLE 18 DEFAULT OF LESSEE

(1) The happenings of any one or more of the following events shall constitute a default hereunder: a) LESSEE'S failure to pay (within ten (10) days) any one or more said installments of rent as and when the same becomes due, b))LESSEE'S removal, attempt to remove or permitting to be removed from said Premises, except in the usual course of trade, the goods, furniture, effects or other property of LESSEE brought thereon, c) the filing of a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto by or against LESSEE, or LESSEE being adjudged bankrupt, d) LESSEE'S making an assignment for the benefit of creditors, e) the appointment of a receiver of LESSEE'S property, f) LESSEE'S vacation of said premises or abandonment of the possession thereof, or use of the same for purposes other than that for which the same are hereby let, or failure to use said Premises for the purposes herein specified, or g) LESSEE'S violation of any of the other terms, conditions or covenants on the part of LESSEE herein contained or contained in the Rules and Regulations referred to in Article 27, Rules and Regulations in Exhibit B and upon the happening of any such default, LESSOR shall have the right at its option to (i) Annul and terminate this

Lease, and thereupon re-enter and take possession of said Premises; or (ii) Re-enter and re-let said Premises from time to time as agents of LESSEE for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental and/or such terms and conditions as LESSOR in its sole discretion may deem advisable and such re-entry and/or re-letting shall not discharge LESSEE from any liability or obligations hereunder, except that net rents (that is, gross rents less the expenses of collection and handling and less commissions) collected as a result of such re-letting shall be a credit on LESSEE'S liability for rents under the terms of this Lease. Nothing herein, however, shall be construed to postpone the right of LESSOR to sue for rents, whether matured by acceleration or otherwise, but on the contrary, LESSOR is hereby given the right to demand, collect and/or sue therefore at any time after default; or (iii) Upon re-entry and taking possession of the Premises, LESSOR may remove all personal property remaining in the Premises and store the same in a public or private warehouse, or elsewhere, at the cost of the LESSEE and may take such other different or additional actions as LESSOR may, in its sole discretion, deem advisable to prepare the Premises for re-letting, all such actions shall be at LESSEE'S expense. No re-entry, taking possession, removal of personal property, or re-letting shall be deemed or construed to be a trespass on conversion and LESSOR shall not be liable for any loss or damage occasioned by such actions.

(2) Upon default, or upon the termination of this Lease or re-entry upon said Premises of any one or more of the causes set forth above, or upon termination of this Lease or re-entry upon said Premises, the rents hereunder for the remainder of the entire rental period, and all other indebtedness, if any, payable under the provisions hereof, shall be and become immediately due and payable at the option of LESSOR and without regard to whether or not possession of the Premises shall have been surrendered to or taken by LESSOR; provided, however, no default on account of payment for rent shall occur until the expiration of a period of five (5) business days after written notice to Lessee of the breach, and no default for other cause shall occur until the expiration of a period of thirty (30) days after written notice to LESSEE of any breach of any other covenant hereof without correction of such breach, and in the event the breach cannot reasonably be cured within 30-days, no default shall occur if the Lessee has commenced to cure the breach within said 30-day period and diligently pursued the breach thereafter.

(3) In the event of employment of an attorney by LESSOR for collection of any amount due hereunder or for the institution of any suit for possession of said property, or for advice or services incident to the breach of any other covenant of this Lease by LESSEE or on account of bankruptcy proceeding by or against LESSEE, or legal process being issued against the furniture and effects of LESSEE located upon the Premises, or the leasehold interest of LESSEE, LESSEE agrees to pay and shall be taxed with a reasonable attorney's fee which shall be a part of the debt evidenced and secured by this Lease. . In order to further secure the prompt payment of said rents when the same shall mature, and the faithful performance by LESSEE of all and singular the terms, conditions and covenants on the part of LESSEE herein contained and all damages and costs that LESSOR may sustain by reason of the violation of said terms, conditions and covenants, or any of them, LESSEE does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

ARTICLE 19 SECURITY DEPOSIT

With the execution of this Lease, LESSEE has also deposited with LESSOR a Security Deposit in the amount of $2,227.00 for the performance by Tenant of all the terms, covenants, and conditions of this Lease. Unless required to do so by law, LESSOR shall have no obligation to segregate the Security Deposit from any other funds of LESSOR , and interest earned on the Security Deposit shall belong to LESSOR . The Security Deposit shall not be considered advance payments of rental or a measure of LESSOR'S 's damages, in a default by LESSEE. LESSOR shall have the right to apply any part of the Security Deposit to cure any default of LESSEE . In a sale or lease of the Building, LESSOR shall transfer the Security Deposit to the purchaser or lessee, and LESSOR shall thereupon be released from all liability for the return of the Security Deposit, and LESSEE shall look solely to the successor of LESSLOR for the return of the Security Deposit.

ARTICLE 20 CUMULATIVE REMEDIES WAIVER

LESSEE agrees that all remedies herein given LESSOR, including all those not set forth but provided by law shall be cumulative, and the exercise of one or more of any such remedies by LESSOR shall not exclude the exercise of any other lawful remedy nor shall any waiver by LESSOR, express or implied of any breach of any term, covenant or condition hereof be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. Acceptance of rental by LESSOR from LESSEE or any assignee, sub-tenant, or other successor in interest to LESSEE, with or without notice shall never be construed as a waiver of any breach of any term, condition or covenant of this Lease. Failure of LESSOR to declare any default upon occurrence thereof, or delay, at any time and take such action as may be authorized hereunder, in law or equity, or otherwise. LESSEE agrees to pay all costs and expenses which may be incurred in connection with the enforcement of any of the provisions of this Lease and further agrees to waive any right to trial by jury in connection with any suit relating to the subject matter covered by this Lease.

ARTICLE 21 SIGNS AND PICTURES

LESSEE agrees not to install or paint any signs, name plates, symbols, pictures or any other paintings or hangings within the Premises or the Building without prior consent of the LESSOR, not to be unreasonably withheld.

ARTICLE 22 BLINDS OR DRAPERIES

Should LESSEE require draperies or window blinds, for decorative or other purposes, draperies may be installed by LESSEE at expense of LESSEE and under direction and supervision of LESSOR so as to reflect dignity, good taste and desirable uniformity. In no case shall LESSEE install or attempt to install draperies except after installation of and upon supports approved by LESSOR.

ARTICLE 23 PARKING

All parking facilities provided by LESSOR shall be under the control of LESSOR, and LESSEE agrees that LESSEE, its agents, employees, and invites shall conform to such written parking regulations, conditions and provisions as may be from time to time prescribed by LESSOR. Parking area is not to be used by LESSEE at any time as a storage area for any merchandise, goods, equipment or any other item. LESSEE shall have the right to utilize parking spaces within a portion of the rear (southern) parking lot for the overnight parking of company-owned passenger vehicles, with the general understanding that this right shall further be subject to

reasonable guidelines to be established by LESSOR and LESSOR's on-site branch manager. The intent is that the use would be limited to 2-3 vehicles, and not to include storage trailers.

ARTICLE 24 TRANSFER OF LESSOR'S RIGHTS

LESSOR shall have the right to sell, assign or transfer, in whole or in part, all of its rights and/or obligations hereunder or in the building and/or Premises. Such sale, assignments or transfers may be made to a corporation, trust company, individuals, or group of individuals, and howsoever made shall be binding on LESSEE in all respects and recognized by LESSEE.

ARTICLE 25 NOTICE

Notices provided for in this Lease shall be sufficiently given if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to LESSOR at its authorized agent's address and the LESSEE at the Premises or to such other address as the parties may designate to each other in writing from time to time.

LESSEE's address: The Addison Group
25556 Canal Road / Second Floor East
P.O. Box 2439
Orange Beach, AL 36561
Attention: Mike Addison
Telephone: 334-306-4277
Email: mike@addisongroup.build

LESSOR's address: The First Bank
1207 North McKenzie Street
Foley, AL 36535
Attention: Wade Neth
Telephone: 251-970-8015
Email: wneth@thefirstbank.com

ARTICLE 26 OWNERSHIP

At the option of LESSOR this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or hereafter to be made upon the security thereof. The foregoing subordination of this lease shall be conditioned upon LESSEE's receipt of a commercially reasonable non-disturbance agreement providing that LESSEE's possession of the Premises and this Lease, including any options to extend the term thereof, will not be disturbed so long as LESSEE is not in default hereunder and attorns to the record owner of the Premises.

ARTICLE 27 RULES AND REGULATIONS

LESSEE agrees that LESSEE, LESSEE'S agents, employees and invites, will comply fully with all rules and regulation which are part of this Lease, and which are stated in Exhibit "D" attached hereto. LESSOR shall have the right to make such changes, additions or amendments to these rules and regulations as LESSOR shall deem necessary or desirable for the safety, efficiency, care and cleanliness of the Premises and Building, for the preservation of good order therein, for the regulation of parking facilities, or for regulating the activities of tenants. Such rules and regulations and all changes or additions thereto shall be in writing furnished to LESSEE in accordance with the method of giving notice under this Lease; any changes, additions, or amendment thereto, shall become a part of this Lease, shall be binding on LESSEE, and LESSEE hereby agrees to abide by such Rules and Regulations and shall not cause the LESSOR to be in breach of any covenant or condition in any lease by any other tenant or lessee in the Building.

ARTICLE 28 USE OF PREMISES

LESSEE'S operation in this location is for the purpose of a professional office space for Highland Construction LLC, d/b/a The Addison Group. LESSOR shall also have the right to operate other legal and professional entities not prohibited by the terms of this Lease, including, but not limited to Highland Consulting Group, LLC and Highland Residential, LLC . LESSEE shall not, however, use the space for the purposes of providing the same banking and financial services as The First Bank.

ARTICLE 29 HEADINGS

The titles and headings in this Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease.

ARTICLE 30 SOLE CONTRACT AMENDMENTS

(1) This Lease constitutes the entire contract between the parties hereto with respect to the Premises and said Lease covers, merges and includes all agreements, oral or written between the parties hereto and made in connection herewith, whether the same be made prior to, or contemporaneously with the execution hereof.
(2) This Lease cannot be modified or changed by any verbal statement, promise or agreement by whomsoever made, and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing.

ARTICLE 31 SEVERABILITY

In the event any provision of this Lease be found by a court of competent jurisdiction to be contrary to law or void as against public policy or otherwise, such provision shall be either modified to conform to law or considered severable, with the remaining provisions hereof continuing in full force and effect.

ARTICLE 32 SUCCESSORS AND ASSIGNS

All the covenants, agreements and conditions herein contained shall insure to the benefit of, and be binding upon, the respective successors, heirs, executors, administrators, assigns, receivers or other personal representatives of the parties to this Lease, subject to the provisions of Article 9, Assignment Sub-Letting.

ARTICLE 33 TENANT CONSTRUCTION / LANDLORD IMPROVEMENT ALLOWANCE

LESSEE, at LESSEE's sole cost, shall improve the Premises in accordance with the floor plan attached hereto as Exhibit "A", with the associated estimated Pricing attached hereto at Exhibit "B". LESSOR to provide LESSEE with a total allowance of $75,000 as partial reimbursement of the expense, in accordance with the provisions of Exhibit "C", attached hereto as Special Stipulations.

ARTICLE 34 OFFSET STATEMENT

Within ten (10) days after request therefore by LESSOR, or in the event that upon any sale, assignment or hypothecation of the leased Premises and/or the land thereunder by LESSOR an offset statement shall be required from LESSEE; LESSEE agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser or the LESSOR certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LESSEE.

ARTICLE 35 ATTORNMENT

LESSEE shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the LESSOR covering the leased Premises attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the LESSOR under this Lease.

ARTICLE 36 LANDLORD'S COVENANT

Upon payment by LESSEE of the rents provided, and upon the observance and performance of all the conditions on LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the leased Premises for the term hereby demised without hindrance or interrupting by LESSOR or any other person or persons lawfully or equitably claiming by, through or under LESSOR, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 37 ACCORD AND SATISFACTION

No payment by LESSEE or receipt by LESSOR of a lesser amount than the monthly rent stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsements or statement on any check or any letter accompanying any check or payments as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy in this Lease provided.

ARTICLE 38 POSTING

During the period of two (2) months prior to the expiration of this Lease or any renewal thereof, LESSOR shall have the right to display on the exterior of the Premises but not in any window or doorway thereof, the customary sign "For Rent", and that during such period LESSOR may show the Premises and all parts thereof to prospective lessees within at least 24 hrs prior notice, between the hours of 10:00 a.m. and 5:00 p.m. on any day except weekends and any legal holiday on which LESSEE shall not conduct business.

ARTICLE 39 RECORDING

(Intentionally deleted.)

ARTICLE 40 EXCULPATION

Anything herein to the contrary notwithstanding and without in any way limiting or reducing any other indemnity or waiver of LESSOR liability otherwise provided for, LESSEE agrees that there shall be no personal liability of any kind or character on the part of the LESSORS individually or collectively with respect to any of the terms, covenants, conditions or provisions of this Lease and LESSEE shall look solely to the equity of LESSOR, its heirs and assigns, in the land and building of the office building project of which the demised premises form a part for the satisfaction of each and every remedy of LESSEE or liability of LESSOR arising out of any breach by LESSOR or otherwise and such exculpation of personal liability of LESSOR and its principals is absolute and without exception.

ARTICLE 41 RELOCATION OF LESSEE

(Intentionally deleted.)

ARTICLE 42 USURY LIMITATIONS

In the event that any interest rate quoted in this lease is prohibited by State or Federal usury limitations imposed presently or in the future, then the interest rate or rates so prohibited shall be automatically reduced to the maximum allowed by the limiting statute, law, or regulation.

ARTICLE 43 LIABILITY INSURANCE

(1) LESSEE, at its own cost and expense, shall procure and keep in force during the term of this Lease a policy of comprehensive hazard and public liability insurance with limits of not less than ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS to any person, ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS as to property damage issued by an insurance carrier permitted to do business in the State of Alabama, insuring the Lessor and the Lessee as their interests may appear. LESSEE shall provide LESSOR a certificate evidencing such insurance and a copy of said policy on or before the anniversary date of such policy of insurance.

(2) LESSEE shall not do or suffer anything to be done whereby the Land and Building of which the Premises are a part may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages, or any other liens and shall, whenever and as often as any such liens are filed against the said Land and Building purporting to be for labor or material furnished or to be furnished to the LESSEE discharge the same of record within thirty (30) days after the date of filing by payment, bonding, or otherwise, as provided by law, LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for LESSOR, at the LESSEE'S sole cost and expense, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding

and save LESSOR harmless from any liability, claim or damages resulting therefrom. In the event of default of the LESSEE procuring the discharge, as aforesaid, of any such lien, LESSOR may, without further notice, procure the discharge thereof by bonding or payment or otherwise and all costs and expenses to which LESSOR may be put in obtaining such discharge shall be paid by LESSEE as additional rent within ten (10) days after notice from LESSOR of the amount due.

(3) It is understood and agreed that all covenants and obligations of LESSOR contained in this Lease shall be binding upon LESSOR and LESSOR'S successors and assigns only with respect to breaches occurring during LESSOR and LESSOR'S successors' and assigns respective ownership of LESSOR'S interest hereunder. Further, LESSEE specifically agrees to look solely to LESSOR'S then equity interest in the Land and Building of which the Premises are a part for recovery of any judgment from LESSOR, it being specifically agreed that neither LESSOR (original or successor), nor any beneficiary, trustee, or partner of any entity holding LESSOR'S interest, shall be personally liable for any such judgment or for the payment of any monetary obligation to LESSEE. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that LESSEE might otherwise have to obtain injunctive relief from LESSOR or LESSOR'S successors in interest, for any action not involving the personal liability of LESSOR (original or successor) to respond in monetary damages from LESSOR'S assets other than LESSOR'S equity interest in such Land and Building. In no event shall LESSOR ever be liable to LESSEE for any indirect, special, or consequential damages suffered by LESSEE from whatever cause.

ARTICLE 44 HOLDING OVER

SHOULD LESSEE continue in possession of the new Premises after termination of this Lease, either with or without LESSOR'S consent, then in the absence of written agreement to the contrary, such holding over shall be construed as a tenancy from month to month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to one hundred twenty-five percent (125%) of the monthly rental specified in ARTICLE IV hereof; but nothing in this Article shall be construed as consent by LESSOR to any holding over or as a waiver of any rights of LESSOR otherwise provided for herein.

ARTICLE 45 SOLELY FOR BENEFIT OF PARTIES

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of LESSOR and LESSEE, their successors, and assigns, including without limitation, with respect to LESSOR, any mortgages of LESSOR, and that all rights of action for any breach of any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, or revoke or rescind this Lease or any covenant herein contained in writing and at any time.

EXECUTED AND AGREED TO in multiple original counterparts on the date(s) set out in the respective acknowledgments below, but as of the date above first set out.

ATTEST:

The First Bank, LESSOR

BY: W. Wade Neth
NAME: W. Wade Neth
AS ITS: Regional President

ATTEST:

Highland Construction, LLC, LESSEE

BY:
NAME: MICHAEL J. ARTISON
AS ITS: OWNER (PRESIDENT)

EXHIBIT "A"

<u>THE PREMISES</u>

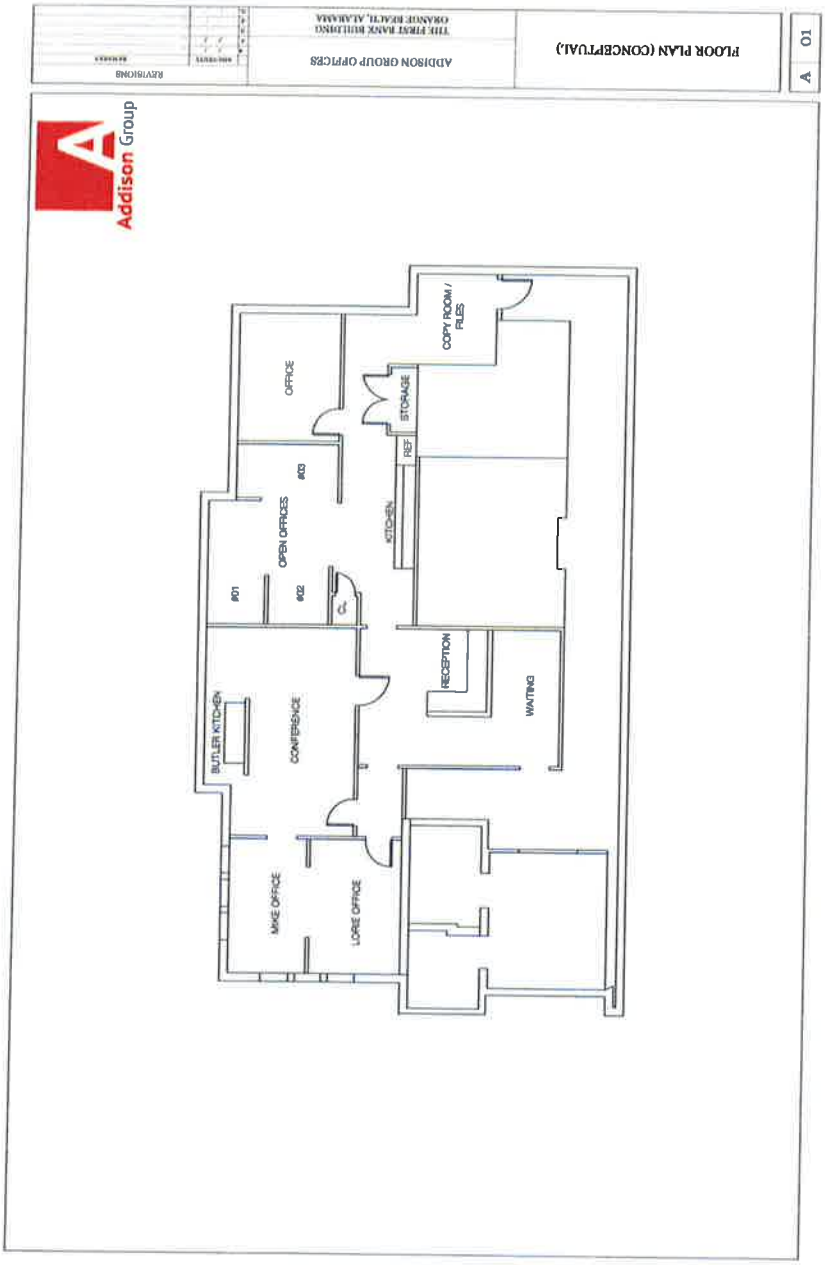

EXHIBIT "B"

COST ESTIMATE – page 1

HIGHLAND GROUP

THE FIRST BANK BUILDING - SECOND FLOOR OFFICES FOR HIGHLAND CONSTRUCTION (ORANGE BEACH, AL)

DIVISION	CSI CATEGORY	CSI CODE	DESCRIPTION	QUAN	UNIT	LABOR $/UNIT	LABOR TOTAL	MATERIAL $/UNIT	MATERIAL TOTAL	SUBVEQUIP $/UNIT	SUBVEQUIP TOTAL	LINE TOTAL
01	GENERAL CONDITIONS						$ -		$ -		$ -	$ -
			Supervision	1.50	MNTHS	$ 6,500.00	$ 9,750.00		$ -		$ -	$ 9,750.00
			Temp. Facilities	0.00	MNTHS		$ -		$ -	$ 2,500.00	$ -	$ -
			Travel	1.50	MNTHS		$ -		$ -	$ 2,500.00	$ 3,750.00	$ 3,750.00
			Vehicles	0.00	MNTHS		$ -		$ -	$ 1,500.00	$ -	$ -
			Safety Equip	1.50	MNTHS		$ -		$ -	$ 500.00	$ 750.00	$ 750.00
			Tools	1.50	MNTHS		$ -		$ -	$ 750.00	$ 1,125.00	$ 1,125.00
			Equipment Rental	0.00	MNTHS		$ -		$ -	$ 3,500.00	$ -	$ -
			General Labor	1.50	MNTHS		$ -		$ -	$ 5,000.00	$ 7,500.00	$ 7,500.00
			Final Clean	1500.00	SF		$ -		$ -	$ 0.35	$ 525.00	$ 525.00
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
02	SITEWORK / DEMO						$ -		$ -		$ -	$ -
			DEMO / TRASH REMOVAL	1.00	LS		$ -		$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00
					LS		$ -		$ -		$ -	$ -
					SF		$ -		$ -	$ 6.50	$ -	$ -
							$ -		$ -		$ -	$ -
03	CONCRETE						$ -		$ -		$ -	$ -
			Concrete Patch - Plumbing	1.00	BUDGET		$ -		$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
04	MASONRY						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
05	STEEL						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
06	CARPENTRY						$ -		$ -		$ -	$ -
			Cabinets - Reception	1.00	LS		$ -		$ -	$ 3,500.00	$ 3,500.00	$ 3,500.00
			Cabinets - Base	16.00	LF		$ -		$ -	$ 400.00	$ 6,400.00	$ 6,400.00
			Cabinets - Wall	12.00	LF		$ -		$ -	$ 250.00	$ 3,000.00	$ 3,000.00
			Blocking	1.00	LS	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00		$ -	$ 3,000.00
07	ROOFING / MOIST. PROT.						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
08	DOORS / WINDOWS						$ -		$ -		$ -	$ -
			Interior Doors	14.00	EA		$ -	$ 450.00	$ 6,300.00	$ 200.00	$ 2,800.00	$ 9,100.00
			Storefront	140.00	SF		$ -		$ -	$ 75.00	$ 10,500.00	$ 10,500.00
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
09	FINISHES						$ -		$ -		$ -	$ -
			Metal Stud Framing	125.00	LF		$ -		$ -	$ 75.00	$ 9,375.00	$ 9,375.00
			Drywall	3000.00	SF		$ -		$ -	$ 3.50	$ 10,500.00	$ 10,500.00
			Flooring - Carpet	152.78	SY		$ -		$ -	$ 17.50	$ 2,673.61	$ 2,673.61
			Flooring - LVT	450.00	SF		$ -		$ -	$ 7.50	$ 3,375.00	$ 3,375.00
			Rubber Base	450.00	LF		$ -		$ -	$ 2.00	$ 900.00	$ 900.00
							$ -		$ -		$ -	$ -
			Painting	1500.00	SF		$ -		$ -	$ 3.00	$ 4,500.00	$ 4,500.00
							$ -		$ -		$ -	$ -
10	BLDG. SPECIALTIES						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -

6/3/22
PG 1 OF 2

EXHIBIT "B"

COST ESTIMATE – page 2

HIGHLAND GROUP

THE FIRST BANK BUILDING - SECOND FLOOR OFFICES FOR HIGHLAND CONSTRUCTION (ORANGE BEACH, AL)

DIVISION	CSI CATEGORY	CSI CODE	DESCRIPTION	QUAN	UNIT	LABOR COST	LABOR TOTAL	MATERIAL COST	MATERIAL TOTAL	SUBTOTAL COST	SUBTOTAL TOTAL	GRAND TOTAL
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
11	EQUIPMENT						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
12	FURNISHINGS						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
13	SPECIAL CONSTRUCTION						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
14	HOISTING EQUIP.						$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
							$ -		$ -		$ -	$ -
15	MECHANICAL						$ -		$ -		$ -	$ -
		15400	Plumbing	1.00	BUDGET		$ -		$ -	$ 4,500.00	$ 4,500.00	$ 4,500.00
		15500	Sprinkler (Fire Protection)		OWNER		$ -		$ -		$ -	$ -
		15800	New HVAC	1.00	BUDGET		$ -		$ -	$ 5,500.00	$ 5,500.00	$ 5,500.00
16	ELECTRICAL / FIRE ALARM						$ -		$ -		$ -	$ -
			Electrical & Power Service	1.00	SUB		$ -		$ -	$ 9,750.00	$ 9,750.00	$ 9,750.00
			Fire Alarm	1.00	SUB		$ -		$ -	$ 1,500.00	$ 1,500.00	$ 1,500.00
17	DESIGN / CONTINGENCY						$ -		$ -		$ -	$ -
			Design	1.00	SUB		$ -		$ -	$ 12,000.00	$ 12,000.00	$ 12,000.00
			Contingency	1.00	ALLOW					$ 5,000.00	$ 5,000.00	$ 5,000.00
					SUBTOTAL		$ 21,250.00		$ 7,000.00		$ 125,923.00	$ 134,923.00
100	TAXES & INSURANCE											
					RATE (%)		$ -		$ -		$ -	$ -
	MT (Material Taxes)				7.25%				$ 565.50			$ 565.50
	PT (Payroll Taxes)				7.00%		$ 787.50					$ 787.50
	ST (State Construction Tax)				0.00%		$ -		$ -		$ -	$ -
	GL (Gen. Liability)				1.75%		$ 196.88		$ 136.50		$ 2,029.66	$ 2,362.04
	WC (Workmans Comp)				1.25%		$ 140.63		$ 97.50		$ 1,449.05	$ 1,687.17
	BR (Builders Risk)						$ -		$ -		$ -	$ -
	SI (Special Insurance)				0.50%		$ 56.25		$ 39.00		$ 579.62	$ 674.87
200	FEES				RATE (%)							
	Overhead (Direct)				1.50%		$ 168.75		$ 117.00		$ 1,738.85	$ 2,024.60
	Overhead (Indirect)				1.00%		$ 112.50		$ 78.00		$ 1,159.24	$ 1,349.74
	Pre Construction Fee				1.50%		$ 168.75		$ 117.00		$ 1,738.85	$ 2,024.60
	Profit				7.50%		$ 843.75		$ 585.00		$ 8,694.27	$ 10,123.02
											PROJECT ESTIMATE TOTAL	$ [illegible]

6/3/22
PG 2 OF 2

EXHIBIT "C"

SPECIAL STIPULTIONS

LESSEE to provide and pay for their prorated share of electrical service, their own janitorial services, and liability and contents insurance.

LESSOR to provide water and maintenance to the Premises.

LESSEE'S rental shall include all property taxes, building insurance, and common area maintenance associated with the Building and Premises.

LESSOR to provide LESSEE with a total allowance of $75,000, to be applied towards improvements to the Premises, from the "as-is" condition. The allowance will be funded by the LESSOR , as follows:

- **25% upon receipt of building permit**
- **25% upon completion of framing**
- **25% upon completion of drywall**
- **20% upon completion of finishes**
- **5% upon receipt of the Certificate of Occupancy**

LESSOR to provide LESSEE with ownership verification and building information required by the City of Orange Beach, relative to the requirements necessary for LESSEE to obtain a building permit for the proposed improvements.
LESSOR to provide for the removal of materials stored within the Premises upon the execution date of this Lease.

LESSEE shall be responsible for providing for Builders Risk insurance during the construction of the Premises.

LESSEE shall have access to the Building and the Premises 7 days per week / 24 hours per day. Procedures for construction activities and deliveries shall be reasonably determined by LESSEE and LESSOR's on-site branch manager.

EXHIBIT "D"

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the Leased Premises and for going from one to another part of the Building.

2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by him, and Building shall not in any case be responsible therefore.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Building. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the building maintenance personnel, nor shall any part be defaced by tenants.

4. Building Owner shall have the power to prescribe the weight and position of iron safes or other heavy equipment. To distribute the weight of the equipment, Building may require that it stand on supporting devices approved by Lessor. All damage done to the Building by taking in or putting out any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

5. A tenant shall notify the building manager when safes or other heavy equipment (not to exceed the load limit of elevators) are to be taken in or out of the Building, and the moving shall be done under the supervision of the building manager, after written permit from Building. Persons employed to move such property shall be acceptable to Building.

6. Corridor doors, when not in use, shall be kept closed.

7. No furniture or bulky material of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the time specified by Building.

8. Each tenant shall cooperate with Building's employees in keeping Leased Premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning without prior approval of the Building. Building shall be in no way responsible to tenants, their agents, employees, or invites, for any loss of property from the Leased Premises or for any damage to property thereon, from whatsoever cause.

9. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any Leased Premises, except by persons appointed or approved in writing by Building.

10. Should a tenant require telegraphic, telephonic, annunciator or other communication service, Building will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed, and none shall be introduced or placed except as Building shall direct. Electric current shall not be used for heating without Building's prior written permission.

11. Building Owner or it's Agent shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary. During the last 60 days or the term, Lessor may exhibit the premises to prospective new tenants.

12. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.

13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the Building.

14. Building Owner reserves the right to require whatever measures necessary to insure the security of the Building, including, but not limited to, the registering of persons who enter the Building after normal office hours.

15. No draperies, shutters, or other window covering shall be installed on exterior windows or walls and doors facing public corridors or walkways without Building Owner's prior written approval. Building shall have the right to require installation and continued use of uniform window covering for such windows.

16. Building Owner reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invites, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed.