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AGREEMENT OF LEASE

between

Dekmo Management, LLC

as Landlord

and

Morgan & Morgan Jacksonville, PLLC

as Tenant

**1544 Fording Island Road, Suite A
Hilton Head, South Carolina 29926**

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease"), dated as of the 28th day of October, 2020, by and between **Dekmo Management, LLC**, (the "Landlord"), and **Morgan & Morgan Jacksonville, PLLC** (the "Tenant"), provides:

For and in consideration of the obligations of the Tenant to pay rent as provided herein and the other terms, covenants and conditions set forth herein, the Landlord and the Tenant agree as follows:

ARTICLE 1 Leased Premises

1.1 Description of Leased Premises. The Landlord leases to the Tenant, and the Tenant rents from the Landlord, those certain premises consisting of approximately 2,266 square feet designated as Suite A, (the "Leased Premises") on the second floor of that certain office building located at 1544 Fording Island Road, Hilton Head, South Carolina 29926, (the "Building"), subject to the terms and conditions set forth herein. The boundaries and location of the Leased Premises are more particularly shown on the floor plan attached hereto as Exhibit A.

1.2 Common Areas. In addition to the Leased Premises, the Tenant shall have a nonexclusive license to use, in common with others, all areas of the Building designated by the Landlord as common areas, including the parking areas, driveways, sidewalks, and other common facilities that serve the tenants of the Building (the "Common Areas"), subject to the terms and conditions set forth herein.

ARTICLE 2 Term

2.1 Initial Term. The initial term of this Lease (the "Initial Term") shall be for a total period of five (5) years (as defined in Section 2.3), which shall commence on February 1, 2021, (the "Commencement Date"), and shall expire January 31, 2026 (the "Expiration Date"), unless sooner terminated or renewed as provided herein.

2.2 Renewal Terms. Provided the Tenant is not in default under the terms and provisions of this Lease at the time that Tenant exercises the renewal option hereunder and at the time such renewal option is to commence, and this Lease is in full force and effect and the Tenant is occupying the Leased Premises, the Tenant shall have the option to renew the term of this Lease for one (1) additional renewal term of five (5) Lease Years (the "Renewal Terms") by written notice of Tenant's intent to exercise its renewal option no later than six (6) months prior to the expiration date of the then current term of this Lease. All of the terms and provisions of this Lease shall apply for each such Renewal Term, with the exception that (i) the Tenant shall not have the right to renew the term of this Lease beyond the Renewal Terms set forth herein, and (ii) the Base Rent payable during the Renewal Terms shall be increased on the first day of the Renewal Terms and on each anniversary of the commencement of the Renewal Terms by an amount equal to three and percent (3.0%) of the Base Rent payable during the immediately preceding twelve (12)-month period. For purposes hereof, the "Term" shall include the Initial

Term and any Renewal Term properly exercised by the Tenant in accordance with the provisions hereof.

2.3 Lease Year. The term "Lease Year," as used herein, shall mean a period of twelve (12) consecutive full calendar months commencing on the Rent Commencement Date (as defined in Section 3.3); provided, however, that if the Rent Commencement Date occurs on a date other than the first (1st) day of a calendar month, (i) the first (1st) Lease Year shall include the remainder of the month in which the Rent Commencement Date occurs and the following twelve (12) successive full calendar months and (ii) each succeeding Lease Year shall commence on each successive anniversary of the first (1st) day of the first (1st) calendar month immediately succeeding the month in which the Rent Commencement Date occurs.

2.4 Possession. Landlord shall deliver the Leased Premises to Tenant with Landlord's Work complete on or before February 1, 2021

2.5 Confirmation. At the request of the Landlord, the parties shall execute a supplemental agreement to confirm the Commencement Date and the Expiration Date of this Lease.

ARTICLE 3
Rent

3.1 Place of Payment. The Tenant shall pay all rent and other charges to be paid by the Tenant hereunder to the Landlord and mailed to 22 Knightsbridge Lane, Hilton Head, SC 29928, or to such other individual, firm or corporation and at such other place as may be designated in writing by the Landlord.

3.2 Annual Base Rent. The Tenant shall pay to the Landlord annual base rent (the "Base Rent") for the Leased Premises for the first (1st) Lease Year in an amount equal to \$56,650.00 payable in equal monthly installments of \$4,720.83 each. On the first day of the second (2nd) Lease Year, and on the first day of each subsequent Lease Year thereafter during the Initial Term, the Base Rent payable under this Lease shall be increased by an amount equal to three percent (3%) of the Base Rent payable during the immediately preceding Lease Year. Based upon the foregoing, the Base Rent payable during the Initial Term shall be in the amounts indicated below:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
2/1/21 - 1/31/22	\$56,650.00	\$4,720.83
2/1/22 - 1/31/23	\$58,349.50	\$4,862.46
2/1/23 - 1/31/24	\$60,099.99	\$5,008.33
2/1/24 - 1/31/25	\$61,902.98	\$5,158.58
2/1/25 - 1/31/26	\$63,760.07	\$5,313.34

The Base Rent provided herein shall not be hereinafter adjusted due to a later determination that the actual rentable square footage of the Leased Premises differs from that set forth in Section 1.1 of this Lease.

It is understood between Landlord and Tenant that this is a "Gross Lease" and the Base

Rent hereunder is inclusive of all of Landlord's additional costs in maintaining the property including but not limited to common area maintenance, real estate tax and insurance.

3.3 Payment. Monthly installments of the Base Rent shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, without notice or demand therefore, and without setoff or deduction. The first monthly installment of the Base Rent shall be due and payable by the Tenant to the Landlord upon the Tenant's execution of this Lease. If the Rent Commencement Date is on a date other than the first (1st) day of a calendar month, the Tenant shall pay to the Landlord on the date hereof Base Rent for the portion of the month in which the Rent Commencement Date occurs at the rate set forth above for the first (1st) Lease Year pro-rated for the number of days between the Rent Commencement Date and the last day of the calendar month in which the Rent Commencement Date occurs, both dates being inclusive.

3.4 Additional Rent. All amounts and charges (if any) in addition to the Base Rent required to be paid by the Tenant under this Lease shall be deemed to be additional rent (the "Additional Rent") (Base Rent and Additional Rent are sometimes hereinafter referred to collectively as "Rent"). The Additional Rent shall be due and payable along with the next monthly installment of Base Rent due and payable hereunder; provided, however, that nothing herein contained shall be deemed to suspend or delay the time for any payment to be made by the Tenant hereunder or to limit any other remedy of the Landlord.

3.5 Rent Tax. ~~In the event that any federal, state or local law is passed during the Term requiring the payment of a tax or assessment based on the amount of Rent to be paid by the Tenant under this Lease, or in any other manner subjecting the Rent to any other form of tax by whatever name it may be designated, such tax shall be the obligation of and shall be paid by the Tenant as Additional Rent. The Tenant shall pay such obligation promptly upon receipt of notice from the Landlord that such obligation is due.~~

3.6 Late Charge. If any payment of Rent or any other amount due hereunder is not received by the Landlord within five (5) days after the same is due, the Tenant shall pay to the Landlord (i) a late charge of ten percent (10%) of the overdue amount, and (ii) interest on the overdue amount at eighteen percent (18%) per annum from the due date thereof until paid. The foregoing late charge and interest shall be in addition to and cumulative of any other rights and remedies which the Landlord may have as a result of such failure by the Tenant to make any such payments under this Lease.

3.7 Security Deposit. Upon the Tenant's execution of this Lease, the Tenant agrees to deposit with the Landlord a security deposit in the amount of \$4,721.00 (the "Security Deposit") to be held by the Landlord, without interest, as security for the payment of the Rent and the performance and observance by the Tenant of all the covenants, agreements and conditions of this Lease on the part of the Tenant to be performed and observed. If an event of default occurs hereunder, the Landlord may use, apply or retain the whole or any part of the Security Deposit, for the payment of (i) any Rent or additional charges due hereunder which the Tenant may not have paid or which may become due after the occurrence of such event of default, (ii) any sum expended by the Landlord on the Tenant's behalf in accordance with the provisions of this Lease, or (iii) any sum which the Landlord may expend or be required to

expend by reason of the Tenant's default, including damages or deficiency in the re-letting of the Leased Premises. The use, application or retention of the Security Deposit, or any portion thereof, by the Landlord shall not prevent the Landlord from exercising any other right or remedy provided by this Lease or by law and shall not operate as a limitation on any recovery to which the Landlord may otherwise be entitled. If any portion of the Security Deposit is used, applied or retained by the Landlord for the purpose set forth above, the Tenant agrees, within ten (10) days after a written demand therefore is made by the Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Security Deposit to its original amount. If the Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Security Deposit, or any balance thereof, shall be returned to the Tenant after the expiration of the Term hereof, without interest. In the absence of evidence satisfactory to the Landlord of any permitted assignment of the right to receive the Security Deposit, or the remaining balance thereof, the Landlord may return the same to the original Tenant regardless of one or more assignments of the Tenant's interest in this Lease or the Security Deposit. In such event, upon the return of the Security Deposit (or balance thereof) to the original Tenant, the Landlord shall be completely relieved of liability under this Section. In the event of a transfer of the Landlord's interest in the Leased Premises, the Landlord shall have the right to transfer the Security Deposit to the transferee thereof. In such event, upon the delivery by the Landlord to the Tenant of such transferee's written acknowledgment of its receipt of such Security Deposit, the Landlord shall be deemed to have been released by the Tenant from all liability or obligation for the return of the Security Deposit and the transferee shall be bound by all provisions of this Lease relating to the return of the Security Deposit.

ARTICLE 4 Improvements

4.1 Work to be Performed by Landlord.

(a) The Landlord agrees to perform the work set forth on **Exhibit B** attached hereto in connection with preparing the Leased Premises for the Tenant's occupancy (the "Landlord's Work"). Any alteration or improvement to the Leased Premises which is not included in the Landlord's Work and which the Tenant requests during the Term of this Lease shall be defined as the "Tenant's Work." The Tenant's Work shall be paid for by the Tenant, shall be approved in writing by the Landlord prior to commencement and shall be performed according to the provisions of Article 9 hereof.

(b) Except as expressly set forth in this Section 4.1 and as Landlord's Work, the Leased Premises are being rented to the Tenant, and the Tenant hereby accepts the Leased Premises, in their "AS IS, WHERE IS" condition and without any representation or warranty whatsoever.

ARTICLE 5 Use of Leased Premises

5.1 Use of Leased Premises. The Tenant shall use the Leased Premises solely for general office purposes. The Tenant shall not use or permit or suffer the Leased Premises to be used for any other purpose without the prior written consent of the Landlord, which may be

withheld in the Landlord's sole discretion. The Tenant shall not create nor allow any nuisance to exist in the Leased Premises, nor shall the Tenant permit any noise or odor to emanate from the Leased Premises. The Tenant shall not place a load upon any floor of the Leased Premises exceeding the floor load per square foot which the floor was designed to carry. The Tenant shall not use the Leased Premises in any manner which, in the Landlord's reasonable judgment (i) causes or is likely to cause injury to the Building or any equipment, facilities or systems therein or (ii) impairs the character, reputation or appearance of the Building or (iii) impairs the maintenance, operation and repair of the Building or its equipment, facilities or systems or (v) annoys or inconveniences other tenants or occupants of the Building or (vi) increases pedestrian traffic in and out of the Leased Premises or the Building above a reasonable level.

5.2 Compliance with Applicable Laws. In the use and occupancy of the Leased Premises, the Tenant shall comply with all applicable laws, including but not limited to, the Americans with Disabilities Act and all state and federal environmental laws, and all other applicable rules, regulations, ordinances and codes, except that if any such laws, rules, regulations, ordinances and codes require any structural improvements or modifications to the Leased Premises which are not required because of the nature of Tenant's use or occupancy of the Leased Premises, or because of any equipment, machinery or fixtures installed by the Tenant in the Leased Premises or any alterations, improvements, modifications or additions made by the Tenant to the Leased Premises, then the Landlord shall be responsible for such improvements or modifications.

ARTICLE 6 Common Areas

6.1 Common Areas. The Common Areas shall at all times be subject to the exclusive control and management of the Landlord. As provided in Article 15, the Landlord has established and shall have the right from time to time to modify reasonable rules and regulations with respect to the Building and the Common Areas. In addition, the Landlord shall have the right to construct, maintain and operate lighting facilities in or on the Common Areas; to police the Common Areas; from time to time to change the area and arrangement of parking areas and other portions of the Common Areas; to close temporarily all or any portion of the Common Areas; and to do and perform such other acts in and to the Common Areas as the Landlord, in its sole discretion, shall deem advisable; provided however that Tenant's obligations and liabilities under this Lease, access to the Leased Premises, Tenant's parking rights, and the visibility of Tenant's signage shall not be materially adversely affected. In the event of a diminution of the Common Areas, provided that the foregoing rights of Tenant are not materially adversely affected, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or diminution or abatement in the payment of Rent.

6.2 Parking Spaces. The parking spaces located adjacent to the Building are for the use in common by the tenants and occupants of the Building on a non-exclusive basis. The Tenant shall not have the right to any reserved parking spaces in the parking areas. The Landlord and the Tenant agree that as of the date hereof the number of available parking spaces are sufficient for the tenants of the Building and their employees and clients/customers. However, the Landlord reserves the right at any time and from time to time after the date hereof to (i) allocate the parking spaces among the tenants or for any one tenant of the Building and their employees and clients/customers, and (ii) designate employee parking areas.

Notwithstanding anything to the contrary contained herein, Tenant shall be allowed to park its large trailer rigs directly behind the leased Premises provided such parking does not interfere with through access, nor adjacent tenant's right to park behind their units. Additionally, Tenant shall be allowed to park its vehicles and two (2) 40-yard dumpsters on the land adjacent to the property, provided access to the containers and fenced area remain accessible to others.

ARTICLE 7
Services and Utilities

Tenant 7.1 Services. The Landlord agrees to provide the following services to the
during the Term:

- Common
- (a) Maintenance, painting and electric lighting service for the Areas and maintenance of the Building structure.
 - (b) Elevator service for the elevator serving the Building.
 - (c) Trash pick up at the dumpsters serving the Premises.

7.2 Utilities. Tenant shall secure its own utilities and pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, and all other charges for services or utilities of whatsoever kind or nature used in, upon or from the Premises by Tenant or any of its subtenants, licensees or concessionaires during the term hereof. If any such services or utilities are not separately metered to the Premises, Tenant shall pay to Landlord its allocable share of the combined costs, expenses and charges, that is, the proportion thereof which Tenant's estimated usage bears to the total usage of all tenants served in the area covered by such combined costs, expenses and charges.

ARTICLE 8
Taxes

8.1 Real Property Taxes. The Landlord shall be responsible for and shall pay when due all real property taxes which may be duly levied or assessed by any lawful authority against the land and improvements constituting the Building.

8.2 Personal Property Taxes. The Tenant shall be responsible, at its expense, for and shall pay when due all municipal, county or state taxes assessed during the Term against any leasehold interest or personal property of any kind, owned by or placed in the Leased Premises by the Tenant.

ARTICLE 9
Alterations

9.1 Tenant's Alterations. The Tenant shall not make or cause to be made any interior or exterior alterations, improvements, modifications or additions to the Leased Premises, including without limitation any load-bearing wall, external or internal wall, partitioning or any window or window unit in the Leased Premises, without the prior written consent of the Landlord, which the Landlord shall not unreasonably withhold. The Tenant shall present to the Landlord plans and specifications for such additional work at the time such consent is sought. Upon approval of such plans and specifications, the Tenant shall employ a contractor selected by the Tenant and approved by the Landlord to make such improvements. All such improvements shall be performed in a good and workmanlike manner and shall comply with the requirements of all federal, state and local governmental authorities and such approved plans and specifications. The Tenant shall be solely responsible for obtaining all necessary licenses, permits and approvals and for making all payments to its contractors. All such improvements to the Leased Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the termination or expiration of this Lease unless the Landlord requires the Tenant to remove the same as provided below. All such improvements shall be done by the Tenant as an independent contractor, not as an agent of the Landlord and not as a requirement of this Lease and the Tenant shall keep all such work free and clear of all liens and encumbrances. The Tenant shall indemnify and hold the Landlord harmless from all liability arising from damages to persons or property resulting from the Tenant's construction work in the Leased Premises. Notwithstanding the foregoing, Tenant may repaint the interior of the Leased Premises without Landlord's prior consent.

9.2 Removal of Tenant's Fixtures and Alterations. Upon the termination or expiration of the Term, the Tenant shall remove all trade fixtures and furnishings installed by the Tenant which are not a part of the real estate and, at the Landlord's option, any alterations or improvements made by or on behalf of the Tenant in the Leased Premises and surrender the Leased Premises as provided hereinafter. The Tenant shall repair all damage to the Leased Premises caused by the installation or removal of any trade fixtures or other furnishings or any such alterations or improvements. All trade fixtures and furnishings which the Tenant has not removed prior to the expiration of the Term shall, at the option of the Landlord, (i) become the property of the Landlord or (ii) be removed from the Leased Premises and sold or stored at the election of the Landlord, and the Tenant agrees to reimburse the Landlord upon demand for all costs and expenses incurred by the Landlord in moving, removing, selling or storing such personal property or trade fixtures.

9.3 Signage. The Tenant shall not place, install or erect any sign, advertisement, notice or similar item on the Leased Premises or the Building (including, without limitation, identification signs on the entry door to the Leased Premises) without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant, at Tenant's expense, may install and maintain a sign on the top panel of the existing monument sign for the Building. Landlord hereby approves Tenant's signage set forth on the rendering attached hereto as Exhibit D. The Tenant shall be responsible, at its expense, for the installation, maintenance and removal of any such signage or similar item approved by the Landlord.

ARTICLE 10
Mechanics' Liens

10.1 Mechanics' Liens. The Tenant shall promptly pay or cause to be paid all costs for work done by the Tenant or caused to be done by the Tenant on the Leased Premises to minimize the possibility of any lien being assessed against the Leased Premises. The Tenant shall keep the Leased Premises free and clear of all mechanic's liens and other liens on account of work done for the Tenant or persons claiming under the Tenant. The Tenant hereby agrees to indemnify, defend and save the Landlord harmless of and from all liability, loss, damage, costs or expenses (including reasonable attorneys' fees) incurred on account of any claims of any nature whatsoever for work contracted for by the Tenant, or materials or supplies furnished to the Tenant, including any lien claims of laborers, materialmen or others. Notwithstanding any provisions of this Lease to the contrary, in the event any such liens are recorded against the Leased Premises or the Building with respect to work contracted for by the Tenant or materials supplied to or on behalf of the Tenant, the Tenant shall cause any such liens to be removed of record within ten (10) days after the filing thereof. The Landlord and the Tenant hereby agree that the performance of any work hereunder by Tenant shall give no lien rights or claims of liens by contractors or materialmen engaged by the Tenant in connection with such work.

ARTICLE 11
Insurance

11.1 Tenant's Insurance. During the Term of this Lease, the Tenant shall, at its expense, insure the Leased Premises and all activities conducted by the Tenant in the Building under a general liability insurance policy with a combined property damage, bodily injury and death liability limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such policy of insurance shall name the Landlord and any person or entity having an interest in the Building and designated in writing by the Landlord as additional insured parties and the insurer shall not cancel or reduce the coverage limits of such insurance policy without first giving the Landlord and such other person or entity at least thirty (30) days' prior written notice thereof. Such insurance policy shall be issued by an insurance company reasonably approved by the Landlord and copies or certificates of such policies shall be delivered by the Tenant to the Landlord and to all other additional insured parties before occupying the Leased Premises. The Tenant shall, at its expense, also insure the Tenant's furniture, furnishings, equipment, improvements and trade fixtures located in the Leased Premises under a standard "all risk" coverage insurance policy providing adequate coverage to replace such property. Tenant may satisfy any of its insurance requirements hereunder with blanket policies, provided Tenant maintains a reasonable allocation of premiums and costs.

11.2 Prohibited Acts. The Tenant shall not do or allow to be done in or about the Leased Premises anything which is prohibited under any policy of insurance carried by the Landlord insuring against loss or damage by fire or other hazards. If the Tenant's use or occupancy of the Leased Premises causes the premium for such fire or other insurance carried by the Landlord to be higher than the minimum premium applicable for such insurance, the Tenant shall pay the difference to the Landlord upon demand. The Tenant covenants and agrees that the Tenant shall comply with all laws, statutes, ordinances, notices, orders, rules, regulations or requirements of any federal, state or municipal government or any department, commission or board thereof or of the National Board of Fire Underwriters or any body exercising similar functions relating to the Leased Premises or the use or manner of use thereof; provided however, except that if any such laws, rules, regulations, ordinances and codes require any structural improvements or modifications to the Leased Premises which are not required because of the nature of Tenant's

use or occupancy of the Leased Premises, or because of any equipment, machinery or fixtures installed by the Tenant in the Leased Premises or any alterations, improvements, modifications or additions made by the Tenant to the Leased Premises, then the Landlord shall be responsible for such improvements or modifications.

11.3 Landlord's Insurance. The Landlord agrees to maintain a policy of casualty insurance on the Building in an amount not less than 100% of the value of the Building and shall maintain general commercial liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The Tenant acknowledges that the Landlord shall not be responsible for carrying insurance of any kind on the Tenant's furniture and furnishings or its equipment, improvements or trade fixtures and that the Landlord shall not be obligated to repair or replace the same in the event of a fire or other casualty affecting the Leased Premises.

ARTICLE 12 Repairs and Maintenance

12.1 Landlord's Repair and Maintenance Obligation. The Landlord at its expense (except as otherwise provided herein) shall maintain in good condition and repair the roofs, walls, foundations, and structural portions of the Building, except any damage caused by the negligence or intentional misconduct of the Tenant and the Tenant's agents, employees, contractors and invitees, which shall be repaired, restored and replaced by the Landlord at the Tenant's sole cost and expense. In the event that damage or disrepair to the Leased Premises occurs, the Tenant shall give prompt notice thereof to the Landlord. If, because of the nature of the Tenant's use or occupancy of the Leased Premises, or because of any equipment, machinery or fixtures installed by the Tenant in the Leased Premises or any alterations, improvements, modifications or additions made by the Tenant to the Leased Premises, any addition, alteration, change, repair or other work of any nature to the Leased Premises (other than alterations, changes, repairs or work to the foundation, exterior walls, interior load bearing and/or sheer walls and/or columns and roof) shall be required or ordered or become necessary at any time during the Term as a result of any governmental regulation now in effect or hereafter in effect, including but not limited to the Americans with Disabilities Act, the Landlord shall perform same, but the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of the Tenant, and the Landlord shall not be called upon to contribute thereto. Any cost or expense payable by the Tenant under this Section shall be due and payable to the Landlord within ten (10) days after written request from the Landlord.

12.2 Tenant's Maintenance Obligation. Except as expressly provided in Section 12.1 hereof, the Tenant at its expense shall keep and maintain the Leased Premises and the fixtures and equipment located therein in a good, clean and safe condition, ordinary wear and tear excepted. Notwithstanding the foregoing, Tenant shall have no obligation to replace any fixtures, equipment or building systems (HVAC, electrical or plumbing) serving the Premises and Landlord shall make replacements thereof if reasonably required for Tenant's operation of its business at the Premises or if such fixtures, equipment or building systems have exceeded their useful life. In addition, Tenant shall secure a maintenance contract for the HVAC system with service no less than twice per year.

Notwithstanding anything in this Lease to the contrary, Tenant shall not be obligated to

pay more than \$2,500.00 per calendar year (prorated for any partial calendar year of the Term) ("HVAC Cap") to repair or maintain the HVAC system serving the Premises. Landlord shall pay for all reasonable costs and expenses incurred in maintaining the HVAC system serving the Premises that exceeds the HVAC Cap.

12.3 Landlord's Right of Entry. The Landlord reserves the right at any time to make repairs and reasonable alterations to the Building, and to enter the Leased Premises to take all necessary action to make such repairs and alterations. Such entry shall not be deemed to constitute an eviction of the Tenant or to give the Tenant any right to abatement of Rent for loss or interruption of the business of the Tenant.

ARTICLE 13 Surrender

13.1 Surrender. At the expiration of the Term or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises broom clean and in good order and condition, ordinary wear and tear excepted, and free from any subtenancies or other occupants. The Tenant shall surrender to the Landlord all keys used in connection with the Leased Premises.

ARTICLE 14 Tenant's Property

14.1 Tenant's Sole Risk. All property of the Tenant or any other person kept or stored in the Leased Premises shall be kept or stored at the sole risk of the Tenant, and the Tenant shall hold the Landlord harmless from any claims, loss, cost or expense (including reasonable attorneys' fees) arising out of damage to such property, except any damage caused by the willful act or gross negligence of the Landlord, its agents or employees. Except for Landlord's gross negligence or intentional misconduct, the Landlord shall not be liable for any injury or damage occurring in the Leased Premises to any person or any property of the Tenant, arising from any cause whatever.

14.2 Notification of Fire or Accident. To the extent known to Tenant, the Tenant agrees to notify the Landlord promptly of any fire or material injury to person or property in or on the Leased Premises or in the Building and of any defects therein or in any of the Landlord's fixtures or equipment located therein.

ARTICLE 15 Rules and Regulations

15.1 Rules and Regulations. The rules and regulations attached to this Lease as Exhibit C, as amended and supplemented from time to time as provided below, are hereby made a part of this Lease. The Tenant agrees to comply with and to observe all such rules and regulations; provided that no modification thereto shall materially adversely affect Tenant's rights or obligations under this Lease. Failure by the Tenant to comply with such rules and regulations shall constitute a default by the Tenant under this Lease. The Landlord reserves the right to make reasonable amendments and supplements to such rules and regulations. The

Landlord shall give the Tenant notice in writing of any such amendments or supplements and the Tenant agrees to comply with all such rules and regulations, as amended and supplemented. Nothing contained in this Lease shall be construed as imposing on the Landlord any duty or obligation to enforce such rules and regulations against any other tenant, and the Landlord shall not be liable to the Tenant for the violation of such rules and regulations by any other tenant or its employees, agents or invitees.

ARTICLE 16
Indemnification; Waiver of Subrogation

16.1 Indemnification. The Tenant agrees to indemnify and hold the Landlord harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury and damage to property arising from or out of any occurrence in or about the Leased Premises, or the occupancy or use of the Leased Premises, or any part thereof, by the Tenant, or occasioned wholly or in part by the negligence or willful misconduct of the Tenant, its agents, contractors, employees, lessees, licensees or invitees or any failure of the Tenant to perform its obligations under this Lease. If the Landlord, without fault on its part, is made a party to any litigation commenced by or against the Tenant, the Tenant shall pay, and hold the Landlord harmless from, all costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by the Landlord in any litigation enforcing or attempting to enforce this Lease if the Landlord prevails in such litigation. The provisions of this Section 16.1 shall survive the expiration or earlier termination of this Lease.

Landlord agrees to indemnify and hold the Tenant harmless from all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury and damage to property arising from or out of any occurrence in or about the Common Areas or occasioned wholly or in part by the gross negligence or willful misconduct of the Landlord, its agents, contractors, employees, lessees, licensees or invitees or any failure of Landlord to perform its obligations under this Lease. If the Tenant, without failure on its part, is made a party to any litigation commenced by or against the Landlord, the Landlord shall pay, and hold the Tenant harmless from, all costs and expenses including reasonable attorneys' fees, incurred by the Tenant in connection with such litigation. The Landlord shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by the Tenant in any litigation enforcing or attempting to enforce this Lease if the Tenant prevails in such litigation. The provisions of this Section 16.1 shall survive the expiration or earlier termination of this Lease.

16.2 Waiver of Subrogation. The Landlord and the Tenant (on behalf of themselves and any insurer) waive all claims, demands or rights of indemnity which either of them may have against the other (including all rights of subrogation) on account of damage to the Leased Premises or to any personal property located therein resulting from fire or other casualties, no matter what the cause thereof may be. Such waiver shall be effective only to the extent of insurance proceeds actually received. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their

insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

ARTICLE 17
Estoppel Certificate

17.1 Estoppel Certificate. Within ten (10) days after the Landlord's request therefor, the Tenant shall deliver in recordable form to the Landlord, or to any party designated by the Landlord, a statement in writing certifying: the commencement and expiration dates of this Lease; that this Lease is or is not in full force and effect; that the Tenant has or has not accepted the Leased Premises and is or is not in complete possession thereof; that this Lease has not been modified or amended, or if it has been, stating the specific modifications or amendments thereto; that all improvements to the Leased Premises to be made by the Landlord have been fully completed in accordance with the applicable plans and specifications or stating specifically any failure to complete such improvements; that, as of the date of certification, the Tenant has not paid Rent for more than the current month or stating the amount of Rent so paid; and that to Tenant's actual knowledge without duty of inquiry there are no defaults under this Lease, nor defenses or offsets, or, if there are any defaults, defenses or offsets claimed, stating the specific defaults, defenses or offsets so claimed by the Tenant.

ARTICLE 18
Subordination and Attornment

18.1 Subordination and Attornment. This Lease is subject and subordinate to all ground or underlying leases (if any) and to all mortgages or deeds of trust or deeds to secure debt and to all sale-leaseback or lease-leaseback financing which may now or hereafter affect this Lease, the Leased Premises or the Building, and to all renewals, replacements, modifications and extensions thereof. Although no writing shall be necessary to effect such subordination, the Tenant agrees, within ten (10) days after the written request of the Landlord, without charge therefor, to execute such written acknowledgment of such subordination as the Landlord may from time to time request; provided that such instrument of subordination shall contain an agreement of such mortgagee or ground lessee not to disturb Tenant's rights under this Lease for so long as Tenant is not in default hereunder. In the event of the termination of any ground or underlying lease or the exercise of any power of sale under the provisions of any mortgage or deed of trust or deeds to secure debt now or hereafter encumbering the Building, the Tenant agrees that it shall attorn to the lessor under the terminated lease or the purchaser at such sale and the Tenant shall recognize such lessor or purchaser as the Landlord under the terms of this Lease.

ARTICLE 19
Assignment and Subletting

19.1 Consent Required. The Tenant shall not encumber, mortgage or assign this Lease, in whole or in part, nor sublet or allow any other person or entity to use all or any portion of the Leased Premises, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion. If the rent the Tenant receives from any such subtenant for a given portion of the Leased Premises is greater than that paid by the Tenant to the Landlord for the same portion of the Leased Premises, the Tenant shall pay to the Landlord, as Additional Rent, fifty percent (50%) of such difference. If the Tenant receives an assignment fee

or other consideration for assignment, the Tenant shall pay to the Landlord, as Additional Rent, fifty percent (50%) of such fee as consideration. Such Additional Rent shall be due and payable when paid to the Tenant. If the Tenant gives the Landlord notice that it wishes to assign this Lease or sublet the Leased Premises, the Landlord shall have the right, to be exercised within sixty (60) days after receipt of such notice, to elect to terminate this Lease with respect to the space affected by such proposed assignment or subletting by giving the Tenant written notice of such termination. The foregoing prohibition on assignment and subletting shall be construed to include a prohibition against any assignment or subletting by operation of law or grant of a license or concession agreement. The consent by the Landlord to any mortgage, assignment or subletting by the Tenant shall not constitute a waiver of the requirement for the Tenant to obtain the Landlord's consent to any subsequent mortgage, assignment or subletting. If this Lease is assigned or if the Leased Premises or any portion thereof is sublet or occupied by any party other than the Tenant, the Landlord may collect rent from such party and apply the amount collected to the payment of Rent in accordance with the provisions hereof; provided, however, that no such assignment, subletting, occupancy or collection shall be deemed to constitute a waiver of the prohibition against assignment or subletting without the prior written consent of the Landlord or the acceptance of any assignee, subtenant or occupant as a tenant or a release of the Tenant from the terms hereof, and the Tenant shall not be released from performing any of the terms of this Lease. Notwithstanding any assignment or sublease with the consent of the Landlord, the Tenant shall remain liable in accordance with the terms and conditions hereof and the Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

19.2 Operation of Law. Any transfer, directly or indirectly, of the beneficial ownership of the Tenant by sale, bequest, inheritance, merger, consolidation, reorganization or transfer or change in the Tenant's corporate or proprietary or other entity structure, operation of law or otherwise, if such transfer results in a change in the present effective control (in a single transaction or series of transactions) of the Tenant by any person or persons owning a majority of such beneficial ownership of the Tenant as of the date hereof, shall constitute an assignment of this Lease and shall require the Landlord's prior written consent as provided above; provided, however, the foregoing shall not include the transfer of stock listed on a regional or national securities exchange. The Tenant shall forthwith give written notice of any such transfer to the Landlord. In the event of any such transfer, the Landlord shall have the right, at its option, to terminate this Lease by giving the Tenant thirty (30) days prior written notice thereof.

ARTICLE 20 Damage or Destruction

20.1 Damage or Destruction. If the Leased Premises are damaged by fire, the elements, by accident or any other cause (except the act or omission of the Tenant and its agents, employees, contractors and invitees), but are not thereby rendered untenable, the Landlord shall, to the extent of insurance proceeds actually received by the Landlord, cause such damage to be repaired and the Rent shall not be abated. If by reason of such occurrence, the Leased Premises are rendered untenable in part only, the Landlord shall, to the extent of insurance proceeds actually received by the Landlord, cause such damage to be repaired, and the Rent hereunder shall be abated proportionately based upon the portion of the Leased Premises rendered untenable until such damage is repaired. In no event shall the Landlord be obligated to repair or replace any of the Tenant's furniture, furnishings, equipment, improvements or trade fixtures in the event of any such occurrence. Notwithstanding the foregoing, (i) if more than ten

percent (10%) of the Building or the Leased Premises are rendered untenable by reason of such occurrence, the Landlord shall have the right, within ninety (90) days after such occurrence, to elect to terminate this Lease by providing the Tenant written notice thereof, in which event this Lease and the tenancy hereby created shall terminate as of the date of such occurrence, and the Rent shall be adjusted as of such date and (ii) if more than thirty (30%) of the Leased Premises is rendered untenable by reason of such occurrence or the complete repair thereof is anticipated to take or actually does take more than Two Hundred Ten (210) days from the date of the damage, at any time prior to complete repair of the Leased Premises, Tenant shall be entitled to terminate this Lease upon written notice to Landlord.

ARTICLE 21 Eminent Domain

21.1 Eminent Domain. If all of the Leased Premises is taken or condemned by any authority or in the event of any purchase in lieu of any such taking or condemnation, this Lease shall terminate as of the date on which the Tenant is deprived of possession of the Leased Premises. If a portion of the Leased Premises is taken or condemned by any authority, or in the event of any purchase in lieu of any such taking or condemnation, to such an extent as to render the Leased Premises untenable as reasonably determined by the Landlord and Tenant, this Lease shall, at the option of either party, terminate as of the date on which the Tenant is deprived of possession of such portion of the Leased Premises. Any award for the land and buildings of which the Leased Premises are a part and for damages to the residue, or any negotiated payment by sale in lieu thereof, shall be the sole property of the Landlord, and the Tenant hereby assigns to the Landlord all its right, title and interest in and to any such award or payment. The Tenant, however, shall be entitled to claim, prove and receive in any condemnation proceeding, or negotiated sale in lieu thereof, such separate awards or amounts as may be allowed or paid, if any, for moving expenses and for fixtures and other equipment installed by the Tenant, at its expense, provided that any such awards or amounts are made by the condemnation court or paid by the condemning authority in addition to the award made or amount paid to the Landlord for all land and buildings, or parts thereof, taken, condemned or purchased.

ARTICLE 22 Hazardous Materials

22.1 Hazardous Materials. The Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials. The Tenant shall not allow the storage or use of such substances or materials in any manner which violates federal, state, or local law or the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Leased Premises or the Building any such materials or substances except to use in the ordinary course of the Tenant's business, and then only after written notice is given to the Landlord of the identity of such substances or materials and the Landlord's written approval thereof. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations promulgated under those laws. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous substances or materials and if such

requirement applies to the Leased Premises, then the costs thereof attributable to the Leased Premises shall be reimbursed by the Tenant to the Landlord upon demand as Additional Rent if such commercial testing reveals that hazardous materials were released onto the Leased Premises or the Building in violation of this Section. The Tenant shall execute affidavits, representations and the like from time to time at the Landlord's request concerning the Tenant's best knowledge and belief regarding the presence of hazardous substances or materials in the Leased Premises and the Building. The provisions of this Article 22 shall survive the expiration or earlier termination of this Lease.

ARTICLE 23
Default; Remedies

23.1 **Defaults.** The occurrence of any of the following events shall constitute a default hereunder:

- (a) If the Tenant fails to pay any Rent on the date which is five (5) days after such payment is due;
- (b) If the Tenant fails to perform any of its other obligations or breaches any covenant or agreement under this Lease and such failure continues for a period of more than ten (10) days after written notice of such default is given by the Landlord to the Tenant;
- (c) If the Tenant or the Guarantor voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization, or insolvency law, or makes an assignment of this Lease for the benefit of creditors;
- (d) If a person or entity other than the Tenant or the Guarantor files a bankruptcy case or seeks the benefit of any bankruptcy, reorganization or insolvency law against the Tenant or the Guarantor which is not dismissed within sixty (60) days;
- (e) If the Tenant abandons or vacates the Leased Premises during the Term;
- (f) If the Tenant commits any act or fails to perform an act that constitutes an anticipatory breach or repudiation of this Lease;
- (g) If the Tenant makes any sale, transfer, assignment, sublease, concession, license, or other disposition prohibited under Article 19 hereof;
- (h) If the Tenant shall do or permit to be done anything that creates a lien upon the Leased Premises, the Building or the Common Areas and shall fail to obtain the release of any such lien or bond off any such lien as required herein; or
- (i) The death or disability of the Tenant, if the Tenant is an individual, or the dissolution or termination of the Tenant, if the Tenant is a corporation, partnership or limited liability company.

23.2 Remedies. Upon the Tenant's default hereunder, the Landlord may exercise any one or all of the following remedies:

(a) Terminate the Tenant's right to possession under this Lease and reenter and take possession of the Leased Premises, remove all persons and property therefrom and store such property in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant, and relet or attempt to relet the Leased Premises on behalf of the Tenant, at such rental and upon such terms and conditions as the Landlord may, in the exercise of the Landlord's sole discretion, deem best under the circumstances. The Landlord shall not be deemed to have thereby accepted a surrender of the Leased Premises and the Tenant shall remain liable for all rental and other charges due under this Lease and for all damages suffered by the Landlord because of the Tenant's breach of any of the covenants of this Lease and all cost and expense incurred by the Landlord in connection with any repossessing and reletting of the Leased Premises, including without limitation attorneys' fees, leasing commissions and the costs of any repairs or alterations to the Leased Premises. The Tenant shall pay to the Landlord the difference between the foregoing damages and expenses incurred by the Landlord and the net proceeds (if any) received by the Landlord from any reletting of the Leased Premises on the first day of each month during the remainder of the Term. Any suit brought by the Landlord to enforce collection of such difference for any month shall not prejudice the Landlord's right to enforce the collection of any such difference for any subsequent month. No re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election by the Landlord to terminate this Lease unless written notice of such intention is given by the Landlord to the Tenant or this Lease is terminated by an order or a decree of a court of competent jurisdiction, and no re-entry or taking possession of the Leased Premises by the Landlord or any other action taken by the Landlord, as a result of any default of the Tenant, shall relieve the Tenant of any of its liabilities and obligations under this Lease whether or not the Leased Premises are relet. At any time during such repossession or reletting, the Landlord may, by delivering written notice to the Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the Leased Premises, terminate and cancel this Lease and retake possession and occupancy of the Leased Premises on behalf of the Landlord.

(b) Declare this Lease to be terminated, and reenter upon and take possession of the Leased Premises without notice to the Tenant, whereupon the Term hereby granted and all right, title, and interest of the Tenant in the Leased Premises shall terminate. Upon such termination, an amount equal to the present value (as of the date of such termination) of the difference between all Rent that otherwise would have been payable throughout the remainder of the Term and the fair market rental value of the Leased Premises during the same period shall be accelerated and become immediately due and payable in full by the Tenant to the Landlord as Additional Rent. For purposes hereof, present value shall be computed by discounting at a rate equal to one (1) whole percentage point above the discount rate then in effect at the Federal Reserve Bank of Atlanta, and fair market rental value shall be determined by a real estate broker engaged by the Landlord (unless the Landlord relets the Leased Premises, in which event the rental rate provided therein shall be deemed to be the fair market rental value). In determining fair market value, all relevant factors should be considered, including, but not limited to: (i) the length of time remaining in the Term, (ii) the then current market conditions in the general area in which the Building is located, (iii) the likelihood of reletting the Leased Premises for a period of time equal to the remainder of the Term, (iv) the net effective rental rates then being obtained by landlords for similar type space of similar size in similar type

buildings in the general area in which the Building is located, (v) the vacancy levels in the general area in which the Building is located, (vi) current levels of new construction that will be completed during the remainder of the Term and how this construction will likely affect vacancy rates and rental rates, and (vii) inflation. Such termination shall be without prejudice to the Landlord's right to collect from the Tenant any and all damages suffered by the Landlord because of the Tenant's breach of any covenant contained in this Lease. The payment of said amount shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by the Landlord and the Tenant that actual damages to the Landlord are extremely difficult to ascertain and such liquidated damages are a reasonable estimate of actual damages.

(c) Exercise any and all rights, remedies, and privileges that the Landlord may have under applicable law or this Lease. The rights and remedies of the Landlord under this Lease shall be nonexclusive and in addition to and cumulative with all other rights and remedies of the Landlord.

(d) INsofar AS PERMITTED BY LAW, THE LANDLORD AND THE TENANT HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BETWEEN THE PARTIES HERETO, OR THEIR SUCCESSORS OR PERMITTED ASSIGNS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS, THE TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, AND/OR CLAIM OF INJURY OR DAMAGE.

(e) If the Tenant shall default in the observance or performance of any provision or covenant on the Tenant's part to be observed or performed under this Lease, upon five (5) days' written notice to Tenant, the Landlord (in addition to all other remedies herein or by law provided) may, immediately or at any time thereafter and without notice to the Tenant, perform the same for the account of the Tenant, and if the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at eighteen percent (18%) per annum, shall be deemed to be Additional Rent hereunder and shall be payable by the Tenant to the Landlord upon demand.

(f) The Tenant hereby expressly waives all rights of redemption granted by law. In the event the Tenant commits a default hereunder and fails to cure such default within any cure period provided in this Lease, to the fullest extent permitted by applicable law, the Tenant waives all right under law to thereafter cure such default and reclaim its interest under this Lease or in the Leased Premises.

ARTICLE 24

Access

24.1 Access. The Landlord and its agents, employees and contractors shall have the right to enter the Leased Premises at all reasonable times to examine the Leased Premises, and to show the Leased Premises to prospective mortgagees or purchasers. During the six (6) months prior to the expiration of the Term, the Landlord shall have the right at all

reasonable times to show the Leased Premises to prospective tenants, and to place upon the Leased Premises "For Rent" signs. If the Tenant is not present to open and permit entry to the Leased Premises at any time when for any reason entry is necessary or permissible hereunder, the Landlord may use a master key to enter the Leased Premises. Subject to the terms and provisions of this Lease, Tenant shall have access to the Premises 24 hours per day, 7 days per week.

ARTICLE 25
Miscellaneous Provisions

25.1 Force Majeure. If the Landlord shall be delayed or hindered in or prevented from performing any act required hereunder by reason of acts of God, labor problems, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Landlord, then the performance of such act by the Landlord shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

25.2 Quiet Enjoyment. Provided the Tenant is not in default in the performance of any of its obligations under this Lease and any extensions thereof, the Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises for the Term hereof free and clear from any claims by the Landlord or from any entity claiming by, through or under the Landlord, subject to the terms and provisions of this Lease.

25.3 Successors. Subject to the restrictions on assignment and subletting set forth above, this Lease and the terms hereof shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective heirs, personal representatives, successors and assigns.

25.4 Non-Waiver. The failure of the Landlord or the Tenant to insist upon the strict performance of any of the terms hereof shall not constitute or be construed as a waiver of such party's right to insist upon the strict performance of any such terms thereafter, and such terms shall continue in full force and effect. The payment of Rent by the Tenant or the receipt of Rent by the Landlord, with knowledge of the breach of any term herein contained, shall not be deemed a waiver of such breach.

25.5 Notices. All notices required or permitted by any provision of this Lease shall be in writing and hand delivered or sent by certified mail, return receipt requested, or by a reputable overnight delivery service and addressed as follows:

If to Landlord: Dekmo Management, LLC
 22 Knightsbridge Lane
 Hilton Head, SC 29928

If to Tenant: Morgan & Morgan Jacksonville, PLLC
 Attn: Greg Prysock
 76 S Laura Street, Suite 1100
 Jacksonville, FL 32202

All notices shall be deemed effective when delivered personally or on the third (3rd) day after being sent by certified mail, return receipt requested, or on the first (1st) business day after being deposited with the overnight delivery service. Either party may, at any time, designate in writing a substitute address for the address set forth above and, upon receipt of notice thereof, notices thereafter shall be directed to such substitute address.

25.6 Authority. Each of the parties hereto represents and warrants that it is authorized to enter into this Lease, that the person executing this Lease on its behalf is duly authorized to execute and deliver this Lease, and that no additional approvals or consents are necessary or required to enter into this Lease.

25.7 Joint Liability. If the Tenant is comprised of more than one person, corporation, partnership or other entity, then each and every person, corporation, partnership, and other entity so comprising the Tenant shall be jointly and severally liable hereunder for the full and faithful performance of all the provisions, conditions and covenants binding upon the Tenant hereunder.

25.8 Financial Statements. The Tenant, prior to the date of this Lease, and thereafter upon written request by the Landlord, shall provide the Landlord with a copy of its most recent financial statements, in form and content acceptable to the Landlord. The Tenant covenants and agrees that all such financial statements shall be complete and accurate in all respects.

25.9 Transfer by Landlord; Exculpation. In the event the Landlord sells, transfers, assigns or otherwise disposes of its interest in the Leased Premises, the Tenant shall attorn to such transferee and recognize such transferee as the landlord hereunder and the Landlord shall have no further liability to the Tenant under this Lease; provided however that upon a transfer, Landlord shall transfer the security deposit and such other monetary amounts then outstanding under this Lease to the transferee. In the event of a breach by the Landlord of any of its obligations hereunder, if the Tenant recovers a monetary judgment against the Landlord, such judgment shall be satisfied solely from the interest of the Landlord in the Building. In no event shall the Landlord be liable to the Tenant, or any interest of the Landlord in the Building be subject to execution by the Tenant, for any indirect, special, consequential or punitive damages. Notwithstanding any contrary provision herein, neither Tenant nor Landlord nor any of their respective principals, employees, agents, affiliates, parent companies, subsidiaries or representatives shall be liable for consequential, indirect or special damages under this Lease.

25.10 Titles. The titles and paragraph headings used herein are for purposes of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

25.11 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located without regard to conflict of laws principles.

25.12 Entire Agreement; Severability. This Lease contains the entire agreement between the Landlord and the Tenant relating to the Leased Premises and supersedes all negotiations, understandings and agreements, written or oral, between the parties. Except for amendments and supplements to the rules and regulations as permitted by Article 15, this Lease shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by the Landlord and the Tenant. If any clause, sentence, provision, Section or Article of this Lease is invalid or unenforceable to any extent, then the remainder of this Lease shall continue in full force and effect and be enforceable to the fullest extent permitted by law.

25.13 Brokers. The Landlord and the Tenant represent and warrant that they have not engaged the services of, and are not liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to this Lease, except for Sperry Van Ness, GASC (the "Broker"). The Landlord agrees to pay any commission due to the Broker as a result of this Lease pursuant to the terms of a separate agreement between the Landlord and the Broker. The Landlord and Tenant each agree to indemnify, defend and hold the other harmless against all loss, liability and expense, including reasonable attorneys' fees and related legal costs, suffered by either party due to a breach of the foregoing representation, covenant and warranty.

25.14 Holding Over. If the Tenant should remain in possession of the Leased Premises after the expiration of the Term or other termination of this Lease without the execution by the Landlord and the Tenant of a new lease or a written modification of this Lease, then the Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and at an annual rent of two hundred percent (200%) of the Rent in effect immediately prior to such expiration or termination. Such holding over shall not extend the Term.

25.15 Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the Building is located, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day (of national banks in such jurisdiction) following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

25.16 TIME IS OF THE ESSENCE WITH RESPECT TO THIS LEASE.

25.17 Independent Covenants. The obligation of the Tenant to pay Rent provided to be paid by the tenant under this Lease and the obligation of the Tenant to perform the Tenant's other covenants and duties under this Lease constitute independent, unconditional obligations of the Tenant to be performed at all times provided for under this Lease, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise. The Tenant acknowledges and agrees that in no event shall such obligations, covenants and duties of the Tenant under this Lease be dependent upon the condition of the Leased Premises or the Building, or the performance by the Landlord of its obligations hereunder.

25.18 No Accord or Satisfaction. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent shall be deemed to be other than on account of the earliest Rent or other sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction; and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such Rent and to pursue any other remedy provided in this Lease or at law or in equity.

25.19 No Access to Roof. The Tenant shall have no right of access to the roof of the Building.

25.20 No Recording of Lease. Neither the Lease nor any short form or memorandum thereof shall be recorded in any applicable real estate records.

25.21 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

25.22 Construction of Lease. This Lease has been fully negotiated at arm's length between the Landlord and the Tenant, and the Landlord and the Tenant are fully informed with respect thereto. No party shall be deemed the scrivener of this Lease and the provisions of this Lease and the exhibits or schedules hereto shall be construed as a whole according to their common meaning and not strictly for or against either the Landlord or the Tenant.

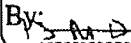
25.23 Right of First Refusal. The Tenant shall have an ongoing right of first refusal to lease the adjacent unit (Suite B) in the Building. In the event Landlord comes to terms with another tenant for the space, Landlord shall notify Tenant of same in writing, along with all of the terms of the offer. Tenant shall have five (5) days in which to elect to lease Unit B on the same terms as agreed to by the other tenant and Landlord. In the event that Tenant does not elect to exercise its first right of refusal, the Landlord may move forward with the lease with that tenant on the same terms and conditions as set forth in the offer and notice to Tenant. In the event that the terms or conditions of such offer shall change or Suite B shall subsequently again become available, Tenant will then again have a right of first refusal over Suite B. Landlord represents that there are no pre-existing rights of first refusal, first offer or other options given over Suite B.

Remainder of Page Intentionally left Blank

IN WITNESS WHEREOF, the Landlord and the Tenant have executed or caused this Lease to be executed and sealed on their behalf by their duly authorized representatives as of the date set forth above.

LANDLORD:

Dekmo Management, LLC

DocuSigned by:
By:  _____
A6FC59C9CE5A411
Title: MD _____

Federal Tax ID No.:

TENANT:

Morgan & Morgan Jacksonville, PLLC

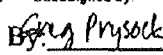
DocuSigned by:
By:  _____
8F0832B4B60D47B
Title: Partner _____

EXHIBIT A

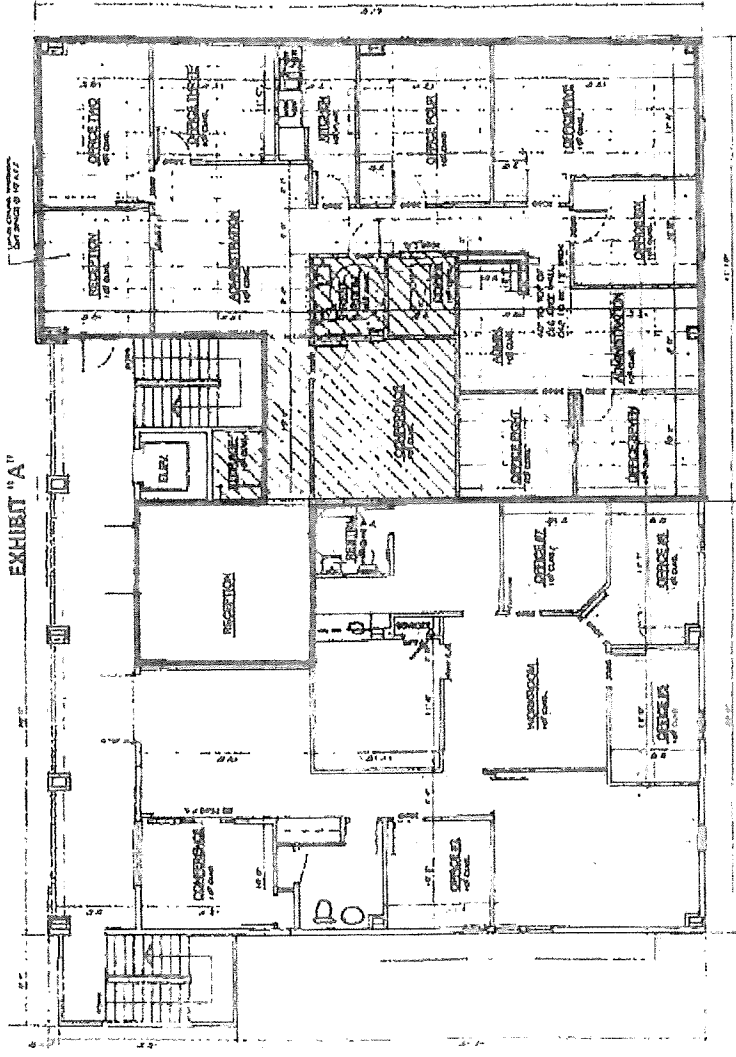


EXHIBIT "A"

LEASE PLAN UNIT A (2288 SQ. FT.)

1924 SQ. FT.

LEASE PLAN UNIT "B"

EXHIBIT B

Work to be Performed in the Leased Premises

Landlord shall ensure that all systems serving the Premises including HVAC, plumbing and electrical, the existing fire sprinkler system and lighting shall be in good operating condition and that the Premises is in good working condition, free of leaks, broom clean and free of debris as of the Commencement Date and shall be in substantially in the condition as it was when Tenant inspected the Leased Premises in October 6, 2020 with the existing tenant's furniture, fixtures and improvements removed and all damage from such removal (if any) repaired. .

EXHIBIT C

Rules and Regulations

1. The Common Areas shall be under the exclusive control of the Landlord and shall not be obstructed or used by the Tenant for any purpose other than their intended purposes.
2. The Tenant shall not bring into the Leased Premises or operate therein any engine, boiler, dynamo or machinery of any kind (except for small business machines, personal desktop computers and equipment), or carry on any mechanical operations in the Leased Premises, or place any explosive therein, or use any kerosene, oils or burning fluids therein, without first obtaining the written consent of the Landlord.
3. The Leased Premises are not to be defaced in any way, no boring or cutting for wires or other purposes is to be done, and no change in electric fixtures or other appurtenances of the Leased Premises is to be made, without prior written consent of the Landlord.
4. The Leased Premises shall not be used for the purpose of lodging or sleeping rooms, nor in any way to damage the reputation of the Building; and the Tenant shall not disturb or permit the disturbance of other tenants of the Building by the use of musical instruments or other noises. Nothing shall be placed or permitted upon the outside window sills.
5. No person or persons, other than employees of the Building, shall be employed by the Tenant for the purpose of cleaning or taking care of the Leased Premises without the written consent of the Landlord. Any person or persons so employed by the Tenant (with the written consent of the Landlord) shall be subject to, and under the control and direction of the Landlord in the use of the Building and its facilities.
6. The Landlord shall have the right to exclude or eject from the Building animals of every kind and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgment of the Landlord, an annoyance to the tenants or a detriment to the Building.
7. The toilet rooms, water-closets and other water apparatus shall not be used for any purpose other than those for which they are intended, and no sweepings, rubbish, rags or other injurious substances shall be placed therein. The cost of repair of any damage resulting from misuse or abuse by the Tenant, its employees or guests shall be borne by the Tenant.
8. Any window treatment, including curtains, blinds, shades and screens, must be of a quality, type, design, color and attached in a manner approved by the Landlord.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made effective as of the 1st day of February, 2023 (the "Effective Date"), by and between **DEKMO MANAGEMENT, LLC** ("Landlord") and **MORGAN & MORGAN JACKSONVILLE, PLLC** ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Agreement of Lease dated October 28, 2020 (the "Lease") for that certain premises being Suite A on the second floor of that certain office building located at 1544 Fording Island Road, Hilton Head, South Carolina 29926 (the "Building") consisting of approximately 2,266 square feet of rental space (the "Existing Premises");

WHEREAS, Landlord and Tenant desire to expand the Premises under the Lease to include that certain premises known as Suite B in the Building depicted on the site plan attached hereto as Exhibit "A" and incorporated herein by reference, constituting approximately 1,998 rentable square feet (the "Expansion Premises"),

WHEREAS, the Initial Term of the Lease currently expires January 31, 2026 and Landlord and Tenant desire to amend the Lease to extend the Initial Term for an additional period of thirty (30) months, as more particularly set forth herein.

NOW THEREFORE, these parties, in consideration of the covenants made herein and other good and valuable consideration, covenant and agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by reference. Except as specifically defined herein, capitalized terms used herein shall have the meaning ascribed to such terms in the Lease.

2. **Expansion Premises.**

(a) **Expansion Premises Delivery.** Landlord shall perform work in the Expansion Premises as set forth on Exhibit "B" all in accordance with plans approved by Tenant and otherwise as reasonably approved by Tenant (collectively, "Landlord's Expansion Premises Work"). Landlord shall provide Tenant with five (5) business days' advance written notice of the date when Landlord's Expansion Premises Work is substantially complete and the Expansion Premises will be ready for occupancy by Tenant. The date that Landlord Delivers the Expansion Premises to Tenant with the Landlord's Expansion Premises Work substantially complete, in broom clean condition and free of tenancies is the "Expansion Premises Delivery Date". Commencing on the Expansion Premises Delivery Date, the Existing Premises and the Expansion Premises shall collectively be the "Premises" under the Lease, containing approximately 4,264 rentable square feet.

(b) **Anticipated Expansion Premises Delivery Date.** The anticipated Expansion Premises Delivery Date is February 1, 2023 ("Anticipated Expansion Premises Delivery Date"). In the event that the actual Expansion Premises Delivery Date is more than one hundred eighty (180) days after the Anticipated Expansion Premises Delivery Date, then Tenant shall be entitled

to terminate all terms and conditions of this Amendment (while the lease of the Existing Premises without modification by this Amendment shall survive) by notice to Landlord and all terms and conditions of this Amendment shall automatically terminate and be of no force and effect.

(c) **Expansion Premises Base Rent.** Commencing on the date that is fourteen (14) days after the Expansion Premises Delivery Date (“Expansion Premises Rent Commencement Date”) and through January 31, 2026, in addition to the Base Rent payable on the Existing Premises pursuant to Section 3.2 of the Lease, Tenant shall pay Base Rent on the Expansion Premises in the amounts set forth below.

		Base Rent				
		Dates		RSF	Monthly	PSF
Expansion Premises Rent Commencement Date	through	January 31, 2024	1,998	\$4,416.25	\$26.53	
February 1, 2024	through	January 31, 2025	1,998	\$4,548.78	\$27.33	
February 1, 2025	through	January 31, 2026	1,998	\$4,685.31	\$28.15	

3. Extension of Term.

(a) **Extension of Term.** Commencing February 1, 2026, the Initial Term shall be extended for a period of thirty (30) months and shall expire July 31, 2028 (“Extension Term”). Tenant shall retain its right to one (1) renewal option of five (5) Lease Years (“Renewal Term”) with Base Rent as set forth in Section 2.2 of the Lease, and otherwise upon the same terms and conditions set forth in the Lease (as hereby amended) with the exception that the Tenant shall not have the right to renew the term of the Lease beyond the Renewal Term; provided, however, the Renewal Term, if exercised by Tenant, shall commence upon the expiration of the Extension Term.

(b) **Base Rent for Extension Term.** Commencing February 1, 2026 and continuing until the expiration date of the Extension Term, the Base Rent for each lease year for both the Expansion Premises and the Existing Premises shall be as set forth below:

		Base Rent				
Dates			RSF	Monthly	PSF	
February 1, 2026	through	January 31, 2027	4,264	\$10,301.11	\$28.99	
February 1, 2027	through	January 31, 2028	4,264	\$10,610.25	\$29.86	
February 1, 2028	through	July 31, 2028	4,264	\$10,930.05	\$30.76	

4. **Address for Rent Payments.** Landlord’s address for rent payments is 53 Persimmon Street, Suite 105, Bluffton, SC 29910 , attention Moshe Dekel or such other address as Landlord may later designate by written notice to Tenant.

5. **Conflict of Terms.** If any of the terms and provisions of this Amendment shall be in conflict or shall be inconsistent with the terms and provisions of the Lease, the terms and provisions of this Amendment shall control.

6. **Headings.** The headings set forth at the beginning of each of the sections of this Amendment are inserted for convenience of reference only, and shall not be deemed to have any legal significance or meaning whatsoever.

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **Execution/Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute one and the same agreement. The delivery of an executed counterpart of this Agreement by facsimile, electronic signature or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

[Signatures on following page]

IN WITNESS THEREOF, the parties hereby have caused this Amendment to be executed as of the 30 day of January 2023.

LANDLORD:

DEKMO MANAGEMENT, LLC

By: Moshe Derel
[Print Name] MOSHE DEREL
Its: owner

TENANT:

**MORGAN & MORGAN JACKSONVILLE,
PLLC**

DocuSigned by:
By: JASON MILLER
Name: JASON MILLER
Its: Managing Partner

EXHIBIT "A" EXPANSION PREMISES

Electrical/AV/IT/Video

1. All electrical work shall be in accordance with the National Electrical Code (NEC) and all applicable local codes.

2. All AV/IT/Video work shall be in accordance with the manufacturer's instructions and all applicable local codes.

3. All work shall be completed within the specified time frame.

4. All work shall be done in a professional and workmanlike manner.

5. All work shall be done in a safe and sound manner.

6. All work shall be done in a clean and neat manner.

7. All work shall be done in a timely and efficient manner.

8. All work shall be done in a cost-effective manner.

9. All work shall be done in a customer-focused manner.

10. All work shall be done in a team-oriented manner.

DESIGN CRITERIA

1. The building shall be designed to accommodate the expansion of the existing medical offices.

2. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is safe and sound.

3. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is clean and neat.

4. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is timely and efficient.

5. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is cost-effective.

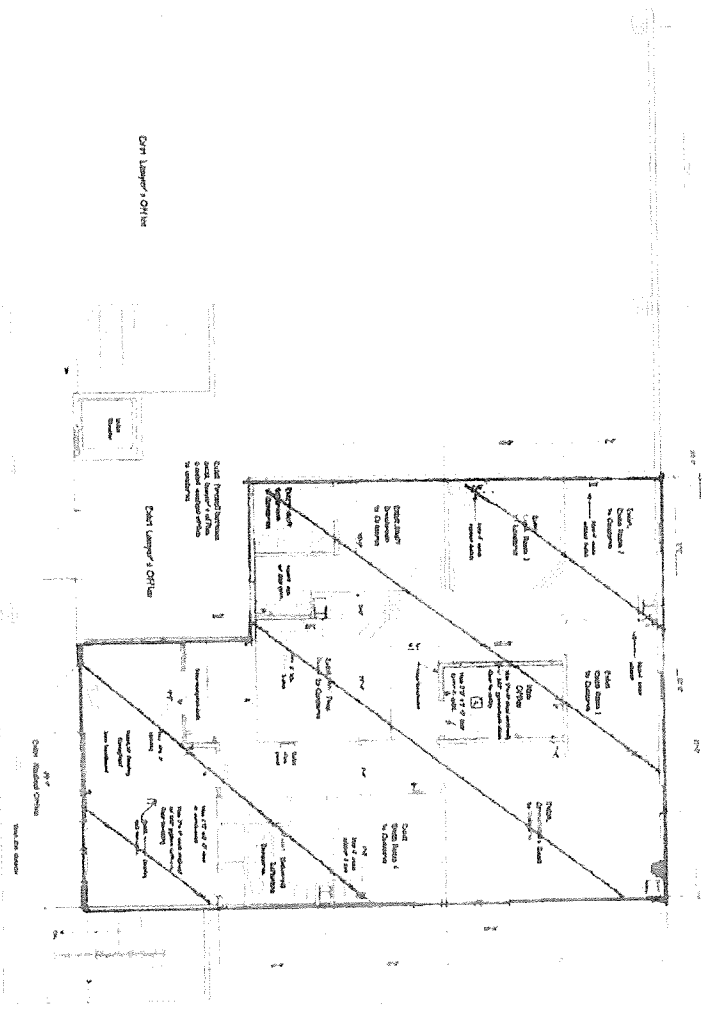
6. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is customer-focused.

7. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is team-oriented.

8. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is professional and workmanlike.

9. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is in accordance with the manufacturer's instructions and all applicable local codes.

10. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is in accordance with the National Electrical Code (NEC) and all applicable local codes.



Modifications to Exist. Medical Offices
EXPANSION PREMISES

JAMES OGDEN ARCHITECT

1644 Fording Island Road, Suite 'B'
Hilton Head, Beaufort County, SC

DATE: 05/13/2010

1
A1
1
1

CME Medical Group
Exist Medical Office Modifications
1644 Fording Island Road, Suite 'B'
Hilton Head, Beaufort County, SC

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8. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is professional and workmanlike.

9. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is in accordance with the manufacturer's instructions and all applicable local codes.

10. The building shall be designed to accommodate the expansion of the existing medical offices in a way that is in accordance with the National Electrical Code (NEC) and all applicable local codes.

EXHIBIT "B"
LANDLORD'S EXPANSION PREMISES WORK

1. Remove cabinets and sinks in exam rooms
2. Match flooring to Suite A
3. Paint interior walls throughout in color scheme approved by Tenant
4. Create cased opening between Suite A and Suite B in reception area