

**SECOND MODIFICATION TO COMMERCIAL LEASE AGREEMENT**

This Second Modification to Commercial Lease Agreement (“**Second Modification**”) is effective as of October 20, 2020, and made between THE FIRST, a National Banking Association, whose mailing address is 3320 Thomasville Road, Tallahassee, Florida 32308 (“**Landlord**”) and THE FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION, INC., a Florida not for profit corporation, d/b/a The Able Trust, whose mailing address is 3320 Thomasville Road, Suite 200, Tallahassee, FL 32308 (“**Tenant**”).

WHEREAS, Landlord and Tenant are parties to that certain Commercial Lease dated July 31, 2008 for the Premises as defined therein, as modified by that certain Commercial Lease Extension and Modification Agreement dated February 28, 2019 (collectively, “**Lease**”); and

WHEREAS, the Landlord and Tenant desire to further modify the Term and rights of the parties under the Lease as set forth below.

THEREFORE, in consideration of \$10.00 and the premises and mutual covenants set forth in this Second Modification, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

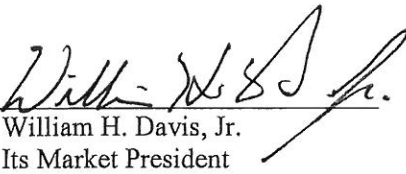
1. **Recitals.** The above referenced recitals are true and correct and are incorporated herein by reference.
2. **Capitalized Terms.** Each capitalized term not specifically defined in this Second Modification has the same meaning defined in or intended by the Lease.
3. **Term.** The Term is hereby modified to continue through October 1, 2023, with an option to extend the term for 5 additional years as provided in, and subject to the conditions of, Section 4 of the Lease.
4. **Tenant’s Early Termination Right.** Tenant, in its sole discretion, may elect to terminate the Lease prior to the expiration of the Term by giving at least 365 days prior written notice to Landlord. The early termination notice must specify the effective termination date (which must be 365 days or more from the date of Tenant’s notice).
5. **Ratification.** All terms of the Lease not modified by this Second Modification remain in full force and effect, and Tenant hereby ratifies and confirms the Lease. In order to induce Landlord to enter into this Second Modification, Tenant hereby covenants and agrees that Landlord is not in default of any term of the Lease.
6. **Authority.** Landlord and Tenant each represent to the other party that the individual executing this Second Modification on its behalf is duly authorized by all necessary entity action to execute and deliver the Second Modification.
7. **Miscellaneous.** The terms of this Second Modification conflict with the Lease, the terms of the Second Modification will control. This Second Modification may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. This Second Modification may be signed and transmitted electronically, and electronic copies will be treated as an original document for all purposes.

[SIGNATURE PAGE FOLLOWS]

Landlord and Tenant have caused this Second Modification to be executed the day and year first above written.

**LANDLORD:**

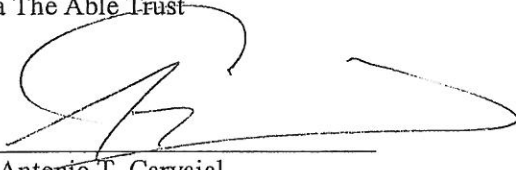
THE FIRST,  
a National Banking Association

By:   
William H. Davis, Jr.  
Its Market President

[SEAL]

**TENANT:**

THE FLORIDA ENDOWMENT FOUNDATION FOR  
VOCATIONAL REHABILITATION, INC.,  
a Florida not for profit corporation  
d/b/a The Able Trust

By:   
Antonio T. Carvajal  
Its President

[SEAL]