

## COMMERCIAL LEASE EXTENSION AND MODIFICATION AGREEMENT

This Commercial Lease Extension and Modification Agreement (the Extension Agreement) is executed this ~~27~~<sup>28</sup> day of February, 2019, to be effective January 1, 2019, by The First, a National Banking Association (The First) and The Florida Endowment Foundation for Vocational Rehabilitation, Inc., a Florida not for profit corporation d/b/a The Able Trust (the Able Trust). For and in consideration of the sums described herein, the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### BACKGROUND

On July 31, 2008, Farmers & Merchants Bank, as landlord, and The Able Trust, as tenant, entered into a Commercial Lease (the Lease) for certain property (the Premises) located in the FMB Financial Center as more particularly described in the Lease. Farmers & Merchants Bank is now known as The First and the FMB Financial Center is now known as The First Financial Center. The initial term of the Lease matured on December 31, 2018, and the parties wish to extend the terms and conditions of the Lease without any lapse and make other modifications to the Lease as stated herein.

### TERMS OF EXTENSION AGREEMENT

1. A true and correct copy of the Lease is attached hereto as Exhibit A and incorporated into this Extension Agreement by reference. Except as expressly stated in this Extension Agreement, all terms and conditions of the Lease shall remain in full force and effect and binding on the undersigned parties.
2. The Landlord under the Lease is The First. The Tenant is The Able Trust.
3. All references in the Lease to the FMB Financial Center shall include The First Financial Center.
4. The term of the Lease is extended for five (5) years, commencing on January 1, 2019 and continuing through December 31, 2023, with an option to extend the term for five (5) additional years as provided in, and subject to the conditions of, Section 4 of the Lease. Any reference to "Term" in the Lease shall include the extended term herein.
5. Beginning January 1, 2019, the Base Annual Rent in the Lease is \$29.56 per square feet of Rentable Area, for a total of \$124,540.49 per year, payable in consecutive monthly installments of \$10,378.37 each. Rent shall be due on January 1, 2019 and the first day of each month thereafter. Base Annual Rent each year shall continue to be recalculated and

increased by 3%, beginning on January 1, 2020 and continuing each year thereafter through the Term of the Lease and any renewal or extension. The provisions in the Lease for payment of other rent and expenses (including, without limitation, rental tax, operating tax pass through and real estate tax pass through) remain in effect.

6. Section 9 of the Lease (Tenant Improvement Allowance) is deleted.
7. In the event the Landlord, in its sole discretion, desires the Premises for the Landlord's own use and benefit during the Term of the Lease as extended herein, then the Landlord, upon 365 days prior notice to the Tenant, may terminate the Lease.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement as of the date first stated above to be effective January 1, 2019.

WITNESSES:

LANDLORD

The First, a National Banking Association

By: \_\_\_\_\_

As its Don May  
Market President

[Signature]  
Print Name: Ladonna Burke

[Signature]  
Print Name: M. Panamore

WITNESSES:

TENANT

The Florida Endowment Foundation for Vocational Rehabilitation, Inc, a Florida not for profit corporation, d/b/a The Able Trust

By: \_\_\_\_\_

As its Jessamine F. Nomant  
PRESIDENT & CEO

[Signature]  
Print Name: Michelle W. Young

[Signature]  
Print Name: Todd Schimpf