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AMENDMENT TO SEPTEMBER 30, 1991
WRITTEN AGREEMENT ENTERED INTO
WITH THE OFFICE OF THRIFT SUPERVISION

This Amendment to the September ~~27~~ 30, 1991 Written Agreement entered into with the Office of Thrift Supervision ("Agreement Amendment") is made and is effective this 29th day of ~~August~~ October 1993, by, among and between Samuel Zell, individually ("Zell", Samuel Zell Revocable Trust ("SZRT"), Equity Holdings, Limited ("EHL"), and the Office of Thrift Supervision ("OTS"), acting through its Southeast Regional Director or his designee ("Regional Director").

WHEREAS, Firstate Financial, F.A., Orlando, Florida, OTS No. 7773 (formerly known as Firstate Financial A Savings Bank) ("Firstate"), was, at December 31, 1992, classified as significantly undercapitalized, pursuant to the provisions of Section 38 of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1831o, and 12 C.F.R. Part 565; and

WHEREAS, on April 30, 1993, Zell corrected this capital deficiency, pursuant to the terms of the Original Written Agreement entered into with the Office of Thrift Supervision, dated September 30, 1991 ("Original Agreement"); and

WHEREAS, Zell has requested OTS approval of certain modifications to the terms of his September 27, 1991 Promissory Note to Firstate in the amount of $19,692,750 (the "Promissory Note").

NOW THEREFORE, in consideration of the foregoing and without terminating, amending or otherwise modifying the terms of the net worth maintenance agreement executed by Zell, SZRT, and EHL on August 17, 1990 (the "1990 Agreement"), it is agreed among the parties hereto as follows:

1. Paragraph Number One (1) of the Original Agreement is terminated as of the Effective Date of this Agreement Amendment.

2. Paragraph Number Two (2) of the Original Agreement is terminated as of the Effective Date of this Agreement Amendment.

3. Paragraph Number Three (3) of the Original Agreement is terminated as of the Effective Date of this Agreement Amendment.

4. Paragraph Number Four (4) of the Original Agreement is modified as of the Effective Date of this Agreement Amendment to read as follows: Subject to the terms of Paragraphs 6 and 7 in the Original Agreement and as amended in this Agreement Amendment,

on and after December 31, 1992, Zell, SZRT, and EHL shall infuse capital into Firstate as necessary to enable Firstate to meet all fully phased-in and adequately capitalized regulatory capital requirements as measured by the provisions of 12 C.F.R. Parts 565 and 567.

5. Paragraph Number Five (5) of the Original Agreement is modified as of the Effective Date of this Agreement Amendment to read as follows: The capital level of Firstate shall be monitored by the Board of Directors on a monthly basis in conjunction with Firstate's timely and accurate filing of its quarterly Thrift Financial Report ("TFR") with the OTS.

6. Paragraph Number Six (6) of the Original Agreement is modified as of the Effective Date of this Agreement Amendment to read as follows: At all times during which this Agreement remains in effect, in the event Firstate's TFR indicates a tier one risk based capital ratio or a leverage ratio below three percent (3%), Zell, SZRT, and EHL shall have not more than thirty (30) days from the required filing date of the TFR within which to infuse sufficient capital to increase Firstate's tier one risk based capital ratio and leverage ratio to three percent (3%).

7. Paragraph Number Seven (7) of the Original Agreement is modified as of the Effective Date of this Agreement Amendment to read as follows: On and after December 31, 1991, in the event Firstate's TFR indicates a tier one risk based capital ratio or a leverage ratio of less than four percent (4%), Zell, SZRT, and EHL shall have not more than ninety (90) days from the required filing date of the TFR within which to infuse sufficient capital to increase Firstate's tier one risk based capital ratio and leverage ratio to four percent (4%). On and after December 31, 1991, in the event Firstate's TFR indicates a tier one risk based capital ratio or a leverage ratio of less than three percent (3%), Zell, SZRT, and EHL shall have not more than thirty (30) days from the required filing date of the TFR within which to infuse sufficient capital to increase Firstate's tier one risk based capital ratio and leverage ratio to three percent (3%). Notwithstanding the above, Zell, SZRT, and EHL shall in no event have more than ninety (90) days from the required filing date, on and after December 31, 1991, of the first TFR indicating that Firstate's tier one risk based capital ratio or leverage ratio is less than four percent (4%) within which to infuse sufficient capital to meet the four percent (4%) requirement. Further, in all circumstances, the 30-day cure period to reach the three percent (3%) level, as outlined above in this Paragraph 7, shall be counted as a portion

of the total 90-day cure period to reach the required four percent (4%) level, as outlined above in this Paragraph 7.

8. Paragraph Number Eight (8) of the Original Agreement is modified as of the Effective Date of this Agreement Amendment to read as follows: In the event Zell, SZRT, and EHL have not infused sufficient capital to increase Firstate's tangible capital to the respective levels required by Paragraph 4 above, within the cure periods provided by Paragraphs 6 and 7 above, the Regional Director may direct the Trustee of the Trust established pursuant to the Conditional Approval to immediately transfer to Firstate sufficient funds to bring its capital into compliance with the fully phased-in and adequately capitalized capital requirements as provided in 12 C.F.R. Parts 565 and 567. Only in the event that the Trustee is unable, within ten (10) business days after receipt of written instructions so directing, to transfer to Firstate sufficient funds to bring its capital into compliance with the fully phased-in and adequately capitalized capital requirements, as provided in 12 C.F.R. Parts 565 and 567, may the OTS at the end of such 10-day period make a capital call or demand on Zell, SZRT, and EHL under the 1990 Agreement. For so long as the Original Agreement, as modified by this Agreement Amendment, remains in effect, in no event may the OTS make a capital call or demand on Zell, SZRT, and EHL under the 1990 Agreement without first complying with the provisions of this Paragraph 8.

9. The termination provisions of the Original Agreement are modified as of the Effective Date of this Agreement Amendment to read as follows: The Original Agreement, as modified by the Agreement Amendment, shall terminate upon (i) the compliance by Firstate with its fully phased-in and adequately capitalized capital requirements under 12 C.F.R. Parts 565 and 567, as determined by an examination by the OTS or its successor in interest that takes place on or after December 31, 1998, (ii) the repayment in full of the Promissory Note, or (iii) the divestiture of Firstate by Zell in accordance with the provisions of 12 C.F.R. § 567.13, and shall otherwise remain in effect until terminated, modified or suspended by mutual agreement of the OTS, acting through the Regional Director, Zell, SZRT, and EHL. Further, the termination of the Original Agreement, as modified by the Agreement Amendment, shall not operate to terminate, amend or otherwise modify in any way the terms or enforceability of the 1990 Agreement.

IN WITNESS WHEREOF, the OTS, acting through the Regional Director, Zell, SZRT and EHL have executed this Agreement.

SAMUEL ZELL REVOCABLE TRUST

By: /S/

EQUITY HOLDINGS, LIMITED
By: Samuel Zell Revocable Trust, a general partner

By: /S/

OFFICE OF THRIFT SUPERVISION

By: /S/
John E. Ryan
Regional Director

/S/
Samuel Zell

Office of Thrift Supervision
Department of the Treasury

I certify that annexed hereto are true copies of documents described below made from records of the Office of Thrift Supervision, Department of the Treasury, successor to the Federal Home Loan Bank Board. Said records are in the official custody of the Regional Records Branch, and are maintained in its offices at Atlanta, Georgia.

Amendment to September 30, 1991 Written Agreement Entered Into With the Office of Thrift Supervision between Samuel Zell, individually, Samuel Zell Revocable Trust, Equity Holdings, Limited and the Office of Thrift Supervision, effective the 29th day of October, 1993, consisting of four (4) pages.

Signed in Atlanta, Georgia, and the Seal of the Office of Thrift Supervision affixed, this 2nd ***day of*** November ***19*** 93

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Venetia Darby King