

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE
6/14/2012

TO LEASE NO. GS-04B-50836

ADDRESS OF PREMISES: 1600 Tamiami Trail Port Charlotte, Florida 33948-1017

THIS AGREEMENT made and entered into this date by and between Florida Central Credit Union

whose address is: Florida Central Credit Union
3333 Henderson Boulevard Tampa, Florida 33609-2955

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 1, 2012, as follows:

1. Paragraph 3 of the SF-2 is hereby deleted in their entirety and replaced as follows:

The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

| TERM From | TERM To | RENT | SHELL per RSF | OP per RSF | TI per RSF | RATE per RSF ¹ | RATE per ABOASF ² | MONTHLY RATE |
|--------------|------------|--------------|------------------|---------------|---------------|------------------------------|---------------------------------|-----------------|
| 2/1/2012 | 1/31/2017 | \$234,951.61 | \$6.53 | \$5.88 | \$8.30 | \$20.71 | \$22.94 | \$19,581.31 |
| 2/1/2017 | 1/31/2022 | \$139,555.80 | \$6.42 | \$5.88 | \$0.00 | \$12.30 | \$13.63 | \$11,629.65 |

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1 of SLA #1.

Note 2. The rate per ABOASF is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 9.

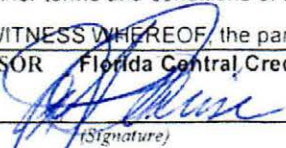
Note 3. The operating cost is subject to annual escalation as set forth in paragraph 5.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

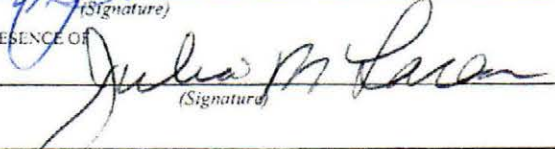
LESSOR Florida Central Credit Union

BY


(Signature)

SENIOR VICE PRESIDENT, CFO
(Title)

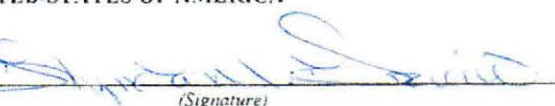
IN PRESENCE OF


(Signature)

3333 Henderson Blvd
Tampa, FL (Address) 33609

UNITED STATES OF AMERICA

BY


(Signature)

Glynda Grieve, Contracting Officer
GENERAL SERVICES ADMINISTRATION
(Official Title)

LEASE CONTRACT GS-04B-59827

SUPPLEMENTAL LEASE AGREEMENT NO. 3

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2. SLA #2 is hereby deleted and replaced as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to serve as the Lessor's Notice to Proceed for the construction of Tenant Improvements (TI). Said TI shall be completed in accordance with the specifications set forth in the Lease.

The revised cost of the project is as follows:

Base Cost of Tenant Improvements \$ 435,085.06

Tenant Improvement Amortized in Rent: \$ 426,011.26

Lump Sum Payment to Lessor: \$ 9,073.80

Lessor shall submit invoice to GSA for \$ 9,073.80 for the above described tenant improvement amount costs. Said invoice shall include the name and address of the Lessor as shown on this document, as well as the lease number, SLA number and PDN#. The Contracting Officer is to be copied on invoices. Lessor shall submit invoice electronically on the Finance Website at www.finance.gsa.gov If unable to process the invoice electronically, Lessor may mail the invoices to the following address:

Lessor shall submit invoice to:
General Services Administration
FTS and PBS Payment Division (7BCD)
Fort Worth, TX 76102-0181

Lessor must copy Contracting Officer at:
General Services Administration
7771 W. Oakland Park Blvd. Suite 119
Sunrise, FL 33351

3. Paragraph 8 of the SF-2 is deleted in its entirety and replaced as follows:

The rental rate in Paragraph 3 of this Standard Form 2 for the period February 1, 2012 through January 31, 2017 includes all Tenant Improvements. In accordance with Paragraph 3.2 of SFO the Tenant Improvement allowance (T/I) provided in the lease is \$41.60 per ANSI/BOMA Office Area square foot for 10,241 ABOASF or \$426,011.26 amortized at an interest rate of 4% over five (5) years yielding an annual cost of \$94,147.75 at a rate of \$9.19 per ABOASF (\$8.30 per RSF). In accordance with Solicitation for Offers 9FL2262 paragraph 3.3 Tenant Improvements Rental Adjustment, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

4. Paragraph 1.12 of SFO No. 9FL2262 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 9FL2262, the annual shell cost is established as \$6.53 per RSF (\$7.52 per ABOASF) which is adjusted annually per the rental rate in Paragraph 2.

5. Paragraph 10 of the SF-2 is deleted in its entirety and replaced as follows:

In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 9FL2262 the percentage of Government occupancy is established as 58.2%, (based on total building area of 19,492 RSF and the Government's occupancy of approximately 11,346 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

Initials:



Lessor



Government

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Government