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SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 6th day of October, 1993 (the "Effective Date"), by and between William H. Carr, Jerry N. Carr, and Talmadge E. Lee (the "Carr Group"), and the Office of Thrift Supervision ("OTS"), an office within the United States Department of the Treasury, acting through its Regional Director for the Southeast Region or his designee ("Regional Director"). For purposes of this Agreement, the term "Carr Group" shall include any corporate or partnership entities that own shares of stock in Florida First Federal Savings Bank, Panama City, Florida OTS No. 02701 ("Florida First" or the "Institution"), and that are themselves owned or controlled by William H. Carr, Jerry N. Carr or Talmadge E. Lee.

WHEREAS, based on information available to it in its capacity as primary federal regulator of Florida First, the OTS is of the opinion that the Carr Group has engaged in acts and practices that have resulted in violations of certain of the laws or regulations to which the Carr Group and the Institution are subject; and

WHEREAS, on the basis of the violations, the OTS is of the opinion that grounds exist for the initiation of administrative proceedings against the Carr Group, pursuant to 12 U.S.C. § 1817(j)¹; and

WHEREAS, the Carr Group is willing to enter into this Agreement, without admitting or denying any violations of laws or regulations, in order to cooperate with the OTS and to evidence their intent to comply with all applicable laws and regulations.

NOW THEREFORE, in consideration of the premises stated above, the parties hereto agree as follows:

COMPLIANCE WITH LAWS AND REGULATIONS

COMPLIANCE

1. The Carr Group shall comply with the provisions of Section 7(j) of the FDIA, 12 U.S.C. §1817(j) and 12 C.F.R. Parts 563b and 574 (1992).

INCREASE IN OWNERSHIP

2. The Carr Group shall not, as of the Effective Date of this Agreement increase their ownership in any class of voting securities of Florida First, unless and until the OTS has issued notice of intent not to disapprove their Notice of Change in Control. However, members of the Carr Group may, at any time, purchase additional shares of stock from

¹ All references to the U.S.C. are as amended.

other members of the Carr Group if those shares were owned by the selling member of the Carr Group on December 31, 1992. All shares of Florida First's stock that are owned or controlled by the Carr Group, directly or indirectly, in excess of 9.9 percent of the total outstanding shares of stock of Florida First are considered to be excess shares (and are referred to as "Excess Shares" hereafter).

TRANSFER TO TRUST

3. Within 60 days after the Effective Date of this Agreement, the Carr Group shall transfer all of the Excess Shares to a trust properly endorsed for transfer or accompanied by fully endorsed stock powers. The trust term and the trustee must be approved in advance by the Regional Director. Such approval shall be made in the sole discretion of the Regional Director. During the period the trustee has possession of the Excess Shares, the Carr Group shall not exercise any control, directly or indirectly, over the Excess Shares and shall not exercise any control, directly or indirectly, over said trust or trustee, except that the Carr Group may direct the trustee to sell all or a portion of the Excess Shares.

ACTION OF THE TRUSTEE

4. The trustee shall vote the Excess Shares on a pro-rata basis in accordance with the votes of the Institution's other common stockholders. To effect this requirement, the trustee shall provide written instructions to the Institution's Secretary that the Excess Shares shall be voted on this basis and shall furnish a copy of such instructions to the Regional Director. The Carr Group shall promptly take all steps necessary to enable the trustee to take such actions.

CONTROL BY THE TRUSTEE

5. The trustee shall not exercise or attempt to exercise, directly or indirectly, control or a controlling influence over the management or policies of the Institution. While the trustee has possession of the Excess Shares, he shall not directly or indirectly:
 - a. Seek or accept any representation on the board of directors of the Institution;
 - b. Have or seek to have a representative serve on an executive or similar committee of the board of directors of the Institution;
 - c. Engage in any transactions with the Institution;

- d. Influence or attempt to influence in any respect the lending or credit decisions or policies of the Institution;
- e. Influence or attempt to influence the dividend policies and practices of the Institution or any decision or policies of the Institution as to the offering or exchange of any shares of stock;
- f. Have or seek to have any representative serve as an officer, agent, or employee of the Institution;
- g. Propose a director or slate of directors in opposition to a nominee or slate of nominees proposed by the management or board of directors of the Institution;
- h. Solicit proxies or participate in any solicitation of proxies with respect to any matter presented to the stockholders of the Institution; or
- i. Seek to amend, or otherwise take action to change, the bylaws, articles of incorporation, or charter of the Institution.

PROHIBITION ON ACTIVITY

- 6. For so long as any Excess Shares remain with the trustee, the Carr Group shall not engage in any of the prohibited activities listed above at Paragraph 5(a) through (i), except that one member of the Carr Group may serve as a director of the Institution.

FILING OF NOTICE; DIVESTITURE

- 7. Within one year (365 days) after the Effective Date of this Agreement, the Carr Group shall either (a) arrange for and consummate a sale and transfer of the Excess Shares; or (b) file with the OTS such Notice of Change in Control or other appropriate application or notice, as required by 12 C.F.R. Part 574, and receive all necessary OTS approvals to permit the Carr Group to own or control total aggregate shares of the Institution in excess of 9.9 percent of the total outstanding shares of stock of the Institution.

DISSOLUTION OF THE TRUST

- 8. If, for any reason, the stock ownership of the Carr Group or any other person or entity acting in concert with the Carr Group shall, in the aggregate, fall below ten (10) percent of the outstanding shares of the Institution, or upon the approval by the OTS of a Notice of Change in Control filed by the Carr Group, the trust may be dissolved, the voting

instructions to the Secretary of the Institution may be rescinded and the Excess Shares still held by the trust returned to members of the Carr Group, as appropriate.

SUCCESSOR STATUTES, REGULATIONS, GUIDANCE, AMENDMENTS

9. Reference in this Agreement to provisions of statutes, regulations, and OTS Memoranda, bulletins and publications shall include references to all amendments to such provisions as have been made as of the Effective Date of this Agreement and references to successor provisions as they become applicable.

NOTICES

10. (a) Except as otherwise provided herein, any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by the Agreement to be made upon, given or furnished to, delivered to, or filed with:
- (i) the OTS by the Carr Group, shall be sufficient for every purpose hereunder if in writing and mailed, first class, postage prepaid or sent via overnight delivery service or physically delivered, in each case addressed to the Regional Director for the Southeast Region, Office of Thrift Supervision, Department of the Treasury, 1475 Peachtree Street, N.E., Atlanta, Georgia 30309 or telecopied to (404) 888-5634 and confirmed by first class mail, postage prepaid, overnight delivery service or physically delivered, in each case to the above address.
 - (ii) the Carr Group by the OTS, shall be sufficient for every purpose hereunder if in writing and mailed, first class, postage prepaid, or sent via overnight delivery service or physically delivered, in each case addressed in care of Ralph F. MacDonald, III or Tom Carter, Alston & Bird, One Atlantic Center, 1201 West Peachtree St., Atlanta, Georgia 30309-3424 and confirmed by first class mail, postage prepaid, overnight delivery service or physically delivered, in each case to the above addresses.
- (b) Notices hereunder shall be effective upon receipt, if by mail, overnight delivery service or telecopy, and upon delivery if by physical delivery. If there is a dispute about the date on which a written notice has been received by a party to this Agreement, there shall be a presumption that the notice was received two Business Days after the date of the postmark on the envelope in which the notice was enclosed.

DURATION, TERMINATION OR SUSPENSION OF AGREEMENT

11. The provisions of this Agreement shall remain in effect until terminated, modified or suspended in writing by the OTS, acting through the Regional Director. The Regional Director in his sole discretion may, by written notice, terminate and/or suspend any or all provisions of this Agreement. Upon issuance by the OTS of a notice of no objection to the notice of change in control filed by the Carr Group in accordance with paragraph 7 of this Agreement, the provisions of paragraphs 2 through 6, inclusive, of this Agreement shall be suspended by the operation of either Paragraph 8 of this Agreement or this Paragraph.

EFFECT OF HEADINGS

12. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction of or be taken into consideration in the interpretation of this Agreement.

SEPARABILITY CLAUSE

13. In the event that any provision of this Agreement is ruled to be invalid, illegal or unenforceable by the decision of any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereby shall not in any way be affected or impaired thereby, unless the Regional Director in his sole discretion determines otherwise.

NO VIOLATIONS OF LAW, RULE, REGULATION OR POLICY STATEMENT AUTHORIZED; OTS NOT RESTRICTED

14. Nothing in this Agreement shall be construed as:
 - (a) allowing the Carr Group to violate any law, rule, regulation, or policy statement to which it is subject, or
 - (b) restricting, in any way, the OTS from taking any action that it believes is appropriate in fulfilling the responsibilities placed upon it by law.

SUCCESSORS IN INTEREST/BENEFIT

15. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, the Resolution

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Trust Corporation, and the Federal Deposit Insurance Corporation and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

TIME LIMITS

16. Any time limitations imposed by this Agreement shall begin to run from the Effective Date of the Agreement, unless otherwise provided for in the Agreement. Such time limitations may be extended by the Regional Director in his sole discretion upon written application by the Carr Group.

DEFINITIONS

17. All technical words or terms used in this Agreement for which meanings are not specified or otherwise provided by the provisions of the Agreement shall, insofar as applicable, have meanings as defined in Chapter V of Title 12 of the Code of Federal Regulations. Any such technical words or terms used in this Agreement and undefined in said Code of Federal Regulations shall have meanings that accord with the best custom and usage in the savings and loan industry.

INTEGRATION CLAUSE; MODIFICATION

18. This Agreement represents the final written agreement of the parties with respect to the subject matter hereof and constitutes the sole agreement of the parties, as of the Effective Date, with respect to such subject matter. This Agreement may not be amended except by a written modification agreement duly executed by the parties hereto.

WRITTEN AGREEMENT WITH THE AGENCY

19. This Agreement has been duly authorized, executed and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of William H. Carr, Jerry N. Carr and Talmadge E. Lee. It is understood and agreed that this Agreement is a "written agreement entered into with the agency" as that phrase is used in Section 8(b) of the FDIA, 12 U.S.C. §1818(b).

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IN WITNESS WHEREOF, the OTS, acting through the Regional Director, and the Carr Group have executed this Agreement on the date first above written.

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William H. Carr

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Jerry N. Carr

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Talmadge E. Lee

OFFICE OF THRIFT SUPERVISION

By: 151

John E. Ryan
Regional Director