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Amendment

Filed 1-14-74

15 pgs.

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REQUEST FOR COR STATE FILING

1. FILING ATTORNEY OR INDIVIDUAL

NAME C. Gary Williams
 ADDRESS Washington 39 Bldg, P.O. Box 391
 CITY Tallahassee STATE Florida ZIP 323
 AREA CODE, PHONE NUMBER 904-422-9115

If you are not certain of the filing costs, please retain your check and we will advise you of the total amount due.

In order to expedite your filing, please obtain the correct change from the Treasurer's Office located in the Northwest Wing of the First Floor of the Capitol.

FOR OFFICE USE ONLY

FILE	<input checked="" type="checkbox"/> CERTIFIED COPY	<input type="checkbox"/> CERTIFICATE UNDER SEAL
FOREIGN	AMENDMENT	NAME RESERVATION
DOMESTIC	NON PROFIT	OTHER
LIMITED PARTNERSHIP	REINSTATEMENT	Please specify
TRADEMARK	DISSOLUTION	
MERGER	ANNUAL REPORT	

1152 1 - 85200 ****15.00
 1152 2 - 85100 ****15.00

Southwest Bank Corporation
MERGER OF PALMER BANK CORPORATION
INTO SOUTHWEST ACQUISITION COMPANY

picked up collect

REQUEST FOR COR. STATE FILING

FILING ATTORNEY OR INDIVIDUAL

NAME Gary Williams

ADDRESS P.O. Box 391

CITY Tulsa STATE Ok

ZIP 74101

AREA CODE, PHONE NUMBER (904) 224-9115

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☒ FILE

CERTIFIED
COPY

JAN 15 9 - 84988 ***15.00
CERTIFICATE
UNDER SEAL

FOREIGN

AMENDMENT

NAME RESERVATION

DOMESTIC

NON PROFIT

OTHER

Please Specify

LIMITED
PARTNERSHIP

REINSTATEMENT

TRADEMARK

DISSOLUTION

MERGER

ANNUAL REPORT

C. TAX
FILING 15
R. AGENT FEE
C. COPY
TOTAL 15
N. BANK
CHANGE DUE
REFUND



Bruce A. Smathers
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

Telephone Number
904/488-3140

Charter Number:

Subject: *[Handwritten: 100-100000-10]*

This will acknowledge receipt of the following documents for the above captioned corporation:

- ☐ 1. Check in the amount of \$1.00
- ☐ 2. Articles of Incorporation
- ☐ 3. Amendment to Articles of Incorporation
- ☐ 4. Articles of Merger or Consolidation
- ☐ 5. Certificate of Withdrawal received and filed
- ☐ 6. Limited Partnership
- ☐ 7. Trademark Application

ENCLOSED:

- ☐ 1. Certified Copy(ies)
- ☐ 2. Certificate(s) under Seal
- ☐ 3. Photocopy(ies)
- ☐ 4. Other

Filed: *[Handwritten: 6/12/75]*

Sincerely,

Nettie F. Sims

Nettie F. Sims, Chief
Bureau of Corporation Records

NFS/arc

Enclosures:

[Handwritten: 100-100000-10]
[Handwritten: A FILE OF 100-100000-10]

A-639
1-14

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
SOUTHEAST BANKING CORPORATION

The undersigned, SOUTHEAST BANKING CORPORATION, a Florida corporation, by its Senior Vice-President and Secretary, hereby certifies that the following is a true and correct copy of a resolution adopted by its Board of Directors, in accordance with Article III of its Certificate of Incorporation, as amended, at a meeting of the Board held on November 19, 1975, at 100 South Biscayne Boulevard, Miami, Florida, and that such resolution is in full force and effect:

RESOLVED that, pursuant to authority expressly granted to and vested in the Board of Directors of Southeast Banking Corporation, hereinafter called the "Corporation", by the provisions of Article III of Board of Directors of the Corporation hereby creates a series of the Series Voting Preferred Stock of the Corporation without par value, authorized by Article III of the Certificate of Incorporation, as amended, and hereby fixes the designation, rights, preferences and limitations of the shares of such series (in addition to the rights, preferences and limitations set forth in the Certificate of Incorporation, as amended, which are applicable to the Series Voting Preferred Stock of all series and to all classes of stock of the Corporation) as follows:

(1) Designation. The shares of such series shall be designated "Series A Limited Dividend Preferred Stock," hereinafter called "Series A Preferred Stock," and the number of shares constituting such series shall be 490,000.

(2) Dividends. The holders of record of the shares of the Series A Preferred Stock shall be entitled to receive, out of the assets of the Corporation legally available for the payment of dividends, cash dividends in an amount per share equal to, but not exceeding, 30% of the amount per share of any cash dividends declared on the Common Stock after the date of initial issuance of the Series A Preferred Stock, such Preferred Stock dividends to be declared and to be paid on the same respective days such Common Stock dividends are declared

and paid; provided that, in the event of any adjustment pursuant to Section (6)D hereof in the number of shares of Common Stock into which a share of Series A Preferred Stock is convertible, the same adjustment shall be made in such percentage, effective on the same day as the adjustment made pursuant to Section (6)D.

(3) Voting Rights.

A. Except as otherwise provided herein or by law, each holder of the shares of Series A Preferred Stock shall be entitled to one vote for each share of Series A Preferred Stock held and the shares of Series A Preferred Stock and the shares of Common Stock of the Corporation shall vote together as one class.

B. So long as any shares of Series A Preferred Stock are outstanding, and in addition to any other vote or consent of stockholders required by law, the consent of the holders of at least a majority of the shares of the Series A Preferred Stock at the time outstanding, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose at which the holders of the shares of Series A Preferred Stock shall vote separately as a class, shall be necessary for approval of any amendment to the Certificate of Incorporation of the Corporation which would materially and adversely affect any of the rights and preferences of the holders of shares of Series A Preferred Stock; provided, however, no such consent of the holders of Series A Preferred Stock shall be required (i) to authorize, or increase the authorized amount of, any class of capital stock of the Corporation ranking as to the payment of dividends or distribution of assets prior to, on a parity with or junior to the Series A Preferred Stock; or (ii) if, at or prior to any such amendment, the Corporation shall then be entitled, in accordance with the provisions of Section (4) hereof, to redeem the Series A Preferred Stock and if, prior to or concurrently with such amendment, provision is made for the redemption of all shares of the Series A Preferred Stock at the time outstanding.

(4) Redemption. The Corporation may, by resolution of its Board of Directors, at its option, at any time, or from time to time, on or after the Initial Date, as defined in this Section (4), redeem all or any of the shares of Series A Preferred Stock at the redemption price, as defined in this Section (4), together in each case with an amount equal to any dividends declared but unpaid thereon to the date of redemption or, as the case may be, to the date of deposit of the aggregate redemption price with the Paying Agent, as set forth below.

As used in this Section (4) and in Section (6), the term "Initial Date" shall mean December 1, 1978, unless there is outstanding

on November 30, 1978 one or more loans to the Corporation from the Federal Deposit Insurance Corporation made pursuant to the standby provisions of Section 2.2 of the Agreement between the Corporation and the Federal Deposit Insurance Corporation, in which event the term "Initial Date" shall mean December 1, 1980 or the expiration of three years from the date of the last of such loans, whichever is earlier; provided, however, that if all indebtedness of the Corporation to the Federal Deposit Insurance Corporation for the principal of and interest on all loans made under any of the provisions of such Agreement is not paid in full when due as provided in such Agreement and the failure so to pay such indebtedness is not waived or agreed to by the Federal Deposit Insurance Corporation, the term "Initial Date" shall mean the day following the day on which all such indebtedness is paid in full or the failure to make such payment is waived or agreed to by the Federal Deposit Insurance Corporation. If the Initial Date becomes a date other than December 1, 1978, the Corporation shall deliver to the Transfer Agent or Agents of Series A Preferred Stock a statement to that effect and of the date which, subject to the proviso clause of the preceding sentence, will be the Initial Date and shall cause a copy of such statement to be sent by first-class mail, postage prepaid, to each holder of record of the outstanding shares of Series A Preferred Stock, but the failure to make such delivery or mailing shall not affect the change in the Initial Date.

As used in this Section (4), the term "redemption price" shall mean \$5.00 per share, unless on the date of initial issuance of the Series A Preferred Stock the fair market value of one share of Series A Preferred Stock is less than \$5.00, in which event the term "redemption price" shall mean such fair market value. For purposes of the foregoing sentence, the fair market value of one share of Series A Preferred Stock on the date of initial issuance of the Series A Preferred Stock shall be deemed to be the mean between the high and low sales prices of such stock on such date as reported by the National Quotation Bureau, Inc. or, if no sales of such stock on such date are so reported, such fair market value shall be deemed to be the mean of the bid and asked prices of such stock on such date as reported by the National Quotation Bureau, Inc. In computing such fair market value any fraction of a whole cent shall be disregarded. If the redemption price is less than \$5.00 the Corporation shall deliver to the Transfer Agent or Agents of Series A Preferred Stock a statement setting forth the redemption price and shall cause a copy thereof to be sent by first-class mail, postage prepaid, to each holder of record of the outstanding shares of Series A Preferred Stock, but the failure to make such delivery or mailing shall not affect the redemption price.

In the event the Corporation shall determine to redeem less than all the shares of Series A Preferred Stock then outstanding, the shares to be redeemed shall be selected pro rata, by lot or in such other equitable manner as the Board of Directors of the Corporation may determine, and the certificate of the Secretary of the Corporation, filed with the Transfer Agent or Agents for the shares of Series A Preferred Stock, of such determination by the Board of Directors shall be conclusive. Notice of any proposed redemption of shares of Series A Preferred Stock shall be given by the Corporation by mailing a copy of such notice at least 30, but not more than 90 days prior to the date fixed for such redemption to the holders of record of the shares of Series A Preferred Stock to be redeemed at their respective addresses appearing on the books of the Corporation. Notice so mailed shall be conclusively presumed to have been duly given whether or not actually received. Such notice shall state that the holders of Series A Preferred Stock are entitled to convert such stock prior to its redemption. From and after the date fixed in such notice as the date of redemption, hereinafter called the "redemption date," and if funds sufficient to redeem such shares have been irrevocably set aside to pay the redemption price, the shares of Series A Preferred Stock thereby called for redemption shall cease to be entitled to any dividends, and all rights of the holders thereof as stockholders of the Corporation (except the right to receive payment of the redemption price without interest and the right to convert their shares as provided below at any time up to but not after the close of business on the redemption date) shall cease and terminate; or, if the Corporation shall so elect, from and after the later of the date (which date shall be the redemption date or any date prior thereto, but in neither case earlier than the Initial Date) on which (i) such written notice shall have been mailed to the holders of record of the shares of Series A Preferred Stock and (ii) funds sufficient in amount to pay, on the redemption date, the aggregate redemption price (including dividends declared but unpaid thereon to the date of such deposit) have been deposited with a bank or trust company doing business in the Borough of Manhattan, the City of New York, State of New York or the City of Miami, State of Florida and having a total capital and undivided surplus of at least \$5,000,000, as Paying Agent (provided the notice of redemption shall state the name and address of such Paying Agent and the intention of the Corporation to deposit said funds on or before the date of redemption with such Paying Agent, or the fact of such deposit), the shares of Series A Preferred Stock so called for redemption shall cease to be entitled to any dividends, and all rights of the holders thereof as stockholders of the Corporation (except the right to receive from said Paying Agent the redemption price, including said dividends, without interest and the right to convert their shares as provided below at any time up to but not after the close of business on the redemption date) shall thereupon cease and terminate. Any moneys so deposited with said Paying Agent which shall remain unclaimed by

the holders of shares of Series A Preferred Stock so called for redemption at the end of one full calendar year after the redemption date shall be paid by said Paying Agent to the Corporation, and thereafter the holders of the shares of Series A Preferred Stock so called for redemption shall look only to the Corporation for the payment thereof, without interest. Any funds so deposited with said Paying Agent in respect of Series A Preferred Stock converted prior to the redemption date shall be returned to the Corporation upon such conversion.

(5) Liquidation Preference. In the event of a liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of the Series A Preferred Stock shall be entitled to receive out of the assets of the Corporation, whether from capital or surplus of any nature, an amount equal to \$5.00 per share together with in each case an amount equal to any dividends declared but unpaid thereon to the date of such distribution, and no more, before any payment shall be made or any assets distributed to the holders of Common Stock or other stock of the Corporation ranking as to distribution of assets on liquidation junior to the Series A Preferred Stock. Holders of Series A Preferred Stock shall not be entitled to any further participation. Neither the sale of all or substantially all of the property and assets of the Corporation to, nor the merger or consolidation of the Corporation into or with any other company shall be deemed to be a liquidation, dissolution or winding up within the meaning of this Section (5).

(6) Conversion. The holders of shares of the Series A Preferred Stock shall have the right, at their option, to convert such shares into shares of Common Stock of the Corporation on the following terms and conditions:

A. The shares of Series A Preferred Stock shall be convertible into fully paid and nonassessable shares (calculated as to each conversion to the nearest 1/100th of a share) of Common Stock of the Corporation at the conversion rate in effect at the time of conversion. The rate at which shares of Common Stock shall be delivered upon conversion, herein called the "conversion rate," shall be initially one share of Common Stock for each share of Series A Preferred Stock; provided, however, that such initial conversion rate shall be subject to adjustment from time to time in certain instances as hereinafter provided. The Corporation shall make no payment or adjustment on account of any dividends declared but unpaid on the shares of Series A Preferred Stock surrendered for conversion or on account of any dividends declared but unpaid on the Common Stock issuable upon such conversion. In case of the call for redemption of any shares of Series A Preferred Stock such right of conversion shall cease and terminate, as to the shares designated for redemption, at the close of business on the redemption date unless default shall be made in the payment of the redemption price.

B. The shares of Series A Preferred Stock may be converted on the Initial Date (as defined in Section (4)) and at any time thereafter. Such shares may not be converted before the Initial Date except, to the extent provided in the next sentence, simultaneously with the due exercise before the Initial Date of one or more of the Warrants issued pursuant to the Warrant Agreement dated as of December 1, 1975 between the Corporation and Southeast First National Bank of Miami, as Warrant Agent. For each Warrant duly exercised by a holder of Series A Preferred Stock, such holder shall be entitled to convert 1.375 shares of Series A Preferred Stock; provided that the number of shares of such Stock which such holder may convert at any time shall be computed on the basis of the aggregate number of Warrants which such holder elects to exercise at such time, and any fractional right to convert remaining after such computation shall be disregarded. In order to convert shares of Series A Preferred Stock before the Initial Date, the holder of such shares shall deliver simultaneously to the Warrant Agent (which the Corporation shall also designate a Transfer Agent of the Series A Preferred Stock or an agent for such Transfer Agent for such purpose) all documents, instruments and payments required pursuant to the Warrant Agreement and this Section (6) to exercise the Warrants such holder elects to exercise and to convert the shares of such Stock such holder elects to convert, but not more than the maximum number of shares permitted to be converted pursuant hereto.

C. Before any holder of shares of the Series A Preferred Stock shall be entitled to convert the same into Common Stock such holder shall surrender the certificate or certificates therefor (which certificate or certificates, if the Corporation shall so require, shall be duly endorsed or accompanied by appropriate instruments of transfer satisfactory to the Corporation) at the office of the Transfer Agent or Agents for such series or at such other office as may be designated by the Corporation, and shall give written notice to the Corporation at said office that such holder elects to convert the same or part thereof and shall state in writing therein the name or names in which such holder wishes the certificate or certificates for Common Stock to be issued. The Corporation will, as soon as practicable thereafter, issue and deliver at said office to such holder or to the nominee or nominees of such holder, certificates for the number of full shares of Common Stock to which such holder shall be entitled as aforesaid, together with cash in lieu of any fraction of a share as hereinafter provided. Shares of Series A Preferred Stock shall be deemed to have been converted as of the date of the surrender of such shares for conversion as provided above, and the person or persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock as of such date. If notice of any proposed redemption of Series A Preferred Stock is given prior to the Initial Date, any holder of such stock may at any time after the date of such notice surrender the certificate or certificates for

and give written notice that such holder elects to convert some or all of such holder's Series A Preferred Stock, and the shares of such stock shall be deemed to have been converted as of the Initial Date or, if later, the date of the surrender of such shares for conversion as provided above, provided that such surrender occurs on or before the redemption date.

D. The number of shares of Common Stock into which each share of Series A Preferred Stock is convertible shall be subject to adjustment from time to time only as follows:

(i) In case the Corporation shall at any time (a) pay a dividend or make a distribution to all holders of Common Stock in shares of Common Stock, (b) subdivide its outstanding shares of Common Stock into a larger number of shares, or (c) combine its outstanding shares of Common Stock into a smaller number of shares, each holder of a share of Series A Preferred Stock shall thereafter be entitled upon the conversion of each share thereof held by him to receive for each such share the number of shares of Common Stock which he would have owned or have been entitled to receive in respect thereof after the happening of the event or events described above, had such share of Series A Preferred Stock been converted prior to the happening of such event or events, the adjustment to become effective immediately at the opening of business on the day next following, for purposes of clause (a), the record date fixed for the determination of the holders of Common Stock entitled to such dividend, or, for purposes of clauses (b) and (c), the day upon which such subdivision or combination shall become effective.

(ii) In case the Corporation shall at any time issue rights or warrants to all holders of Common Stock entitling them (for a period expiring within 45 days after the record date for determination of shareholders entitled to receive such rights or warrants) to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price per share of Common Stock (as defined in subparagraph (iii) of this Section (6)D) at such record date, the number of shares of Common Stock into which each share of Series A Preferred Stock shall thereafter be convertible shall be determined by multiplying the number of shares of Common Stock into which such share of Series A Preferred Stock was theretofore convertible by a fraction, of which the numerator shall be the number of shares of Common Stock outstanding on the date of issuance of such rights or warrants plus the number of additional shares of Common Stock offered for subscription or purchase and of which the denominator shall be the number of shares of Common Stock outstanding on the date of issuance of such rights or warrants plus the number

of shares of Common Stock which the aggregate offering price of the total number of shares so offered would purchase at such Current Market Price. Such adjustment shall be made whenever such rights or warrants are issued and upon such issuance shall become effective immediately after the record date for the determination of shareholders entitled to receive such rights or warrants.

(iii) For the purpose of any computation under subparagraph (ii) of this Section (6)D, the "Current Market Price" per share of Common Stock at any date shall be deemed to be the average of the daily closing prices for the Common Stock for 30 consecutive business days commencing 45 business days before the day in question. The closing price for each day shall be the last reported sales price regular way or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case on the New York Stock Exchange or, if the Common Stock is not listed or admitted to trading on such exchange, on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the mean between the high and low bid price on each day as furnished by the National Quotation Bureau, Inc., or if the National Quotation Bureau, Inc. at the time no longer furnishes such information, by such other organization as may at the time furnish such information on a regular basis or, in the absence of any such other organization, by any member of the New York Stock Exchange selected by the Corporation.

(iv) In case at any time there shall be any reclassification of the Common Stock or a consolidation of the Corporation with or a merger of the Corporation with or into any other corporation or a sale of the properties and assets of the Corporation as, or substantially as, an entirety to any other corporation, each share of Series A Preferred Stock shall, after such reclassification, consolidation, merger or sale, be convertible into the number of shares of stock or other securities and the amount and kind of property to which a holder of the number of shares of Common Stock deliverable upon conversion of such share of Series A Preferred Stock would have been entitled upon such reclassification, consolidation, merger or sale; and in any case, if necessary, the provisions in this Section (6)D with respect to the rights and interests thereafter of the holders of Series A Preferred Stock shall be appropriately adjusted so as to be convertible, as nearly as may reasonably be possible, to any shares of stock or other securities or property thereafter deliverable upon conversion of the shares of Series A Preferred Stock. The subdivision or combination of shares of Common Stock at any time outstanding into a greater or lesser number of shares of Common Stock shall not be deemed to be a reclassification of stock of the Corporation for the purposes of this subparagraph (iv).

(v) The Corporation shall not be required to issue fractional shares of Common Stock upon conversion of shares of Series A Preferred Stock. If more than one share of Series A Preferred Stock shall be surrendered for conversion at one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares so surrendered. If any fractional interest in a share of Common Stock would be deliverable upon the conversion of any shares of Series A Preferred Stock, the Corporation shall in lieu of delivering the fractional share therefor make an adjustment therefor in cash at the market value thereof. For such purpose, the market value of a share of Common Stock shall be the last sale price (or bid price if there were no sales) per share on the New York Stock Exchange on the business day which next precedes the day of exercise or, if the Common Stock is not listed or admitted to trading on such Exchange, on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if the Common Stock is not listed or admitted to trading on any national securities exchange, the average of the closing bid and asked prices of the Common Stock at the close of business on the business day which next precedes the day of exercise, as furnished by any New York Stock Exchange firm selected from time to time by the Corporation for the purpose. This subparagraph (v) shall not apply for purposes of making adjustments to the conversion rate under subparagraphs (i) and (ii) of this Section (6)D.

(vi) Anything in this Section (6) to the contrary notwithstanding, no adjustment in the number of shares of Common Stock into which each share of Series A Preferred Stock is convertible shall be required unless such adjustment would require an increase or decrease of at least 1/100th of one share of Common Stock; provided, however, that any adjustments which by reason of this subparagraph (vi) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(vii) Whenever any adjustment in the conversion rate is required pursuant to this Section (6)D, the Corporation shall forthwith keep available at the office of the Transfer Agent or Agents at which Series A Preferred Stock is convertible a statement describing in reasonable detail the adjustment and the method of calculation used. The Corporation shall also cause a notice, stating that such adjustment has been effected and setting forth the adjusted conversion rate, to be sent by first-class mail, postage prepaid, to each holder of record of the outstanding shares of Series A Preferred Stock.

E. The Transfer Agent or Agents of Series A Preferred Stock shall have no duty with respect to any statement referred to in subparagraph (vii) of Section (6)D or any statement referred to in Section (4) except to keep the same on file and available to holders of shares of Series A Preferred Stock during reasonable business hours, and shall not be responsible or accountable to any holder of shares of Series A Preferred Stock for any action in conformity therewith. Nothing herein shall create or imply any obligation on the part of any such Transfer Agent to request any such statement.

F. The Corporation shall at all times reserve and keep available, out of its authorized but unissued shares of Common Stock or out of shares of Common Stock held in its Treasury, the full number of shares of Common Stock into which all shares of Series A Preferred Stock from time to time outstanding are convertible.

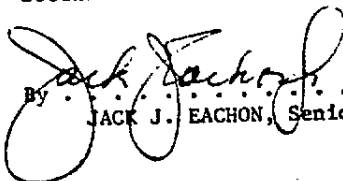
(7) Reacquired Shares. Shares of Series A Preferred Stock converted, redeemed or otherwise purchased or acquired by the Corporation (excluding, until the Corporation elects to retire them, shares acquired by the Corporation which are held as Treasury shares) shall not be reissued or otherwise disposed of and the Corporation may from time to time cause all shares of Series A Preferred Stock converted, redeemed or otherwise purchased or acquired to be retired in the manner provided by law.

(8) Miscellaneous. The shares of the Series A Preferred Stock shall not be subject to the operation of or to the benefit of any retirement or sinking fund. The shares of the Series A Preferred Stock shall not have any relative, participating, optional or other special rights and powers other than as set forth above in this Resolution and in the Certificate of Incorporation of the Corporation, as amended.

DATED at Miami, Florida, this 12th day of January, 1976.

SOUTHEAST BANKING CORPORATION

Attest:

By 
JACK J. EACHON, Senior Vice-President

By
Robert W. Mathy
Assistant Secretary

[SEAL]

By 
JOSEPH G. BECKFORD, Secretary

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JACK J. EACHON, JR., Senior Vice-President of SOUTHEAST BANKING CORPORATION, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument, and acknowledge the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the County and State last aforesaid this 12th day of January, 1976.


.....
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 31, 1976