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**ARTICLES OF AMENDMENT  
to the  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
of  
EVERBANK FINANCIAL CORP**

The Amended and Restated Articles of Incorporation of EverBank Financial Corp were filed with the Secretary of State of Florida on January 29, 2010. Pursuant to Section 607.1003 of the Florida Business Corporation Act, the Board of Directors recommended these Articles of Amendment to the Amended and Restated Articles of Incorporation to the Corporation's shareholders, and the shareholders cast a sufficient number of votes to approve these Articles of Amendment at a meeting of the shareholders held on April 15, 2010. The undersigned Corporation hereby submits these Articles of Amendment for the purpose of amending its amended and restated articles of incorporation:

1. The name of the Corporation is **EVERBANK FINANCIAL CORP.**
2. Amendment to Article VII. The Articles are hereby amended by adding the following, which will replace Article VII in its entirety:

**"ARTICLE VII  
REDEMPTION AND RIGHT OF FIRST REFUSAL**

7.1 Redemption by Corporation. From time to time, as the Board of Directors shall determine to be in the best interest of the Corporation, the Corporation may offer to repurchase or redeem and may repurchase or redeem a number of its issued and outstanding Shares as may be approved by the Board of Directors at such price as may be agreed upon between the Corporation and the selling Shareholder. The rights of first refusal and the notice requirements described in *Section 7.2* shall not apply to any Shares repurchased or redeemed by the Company from a Disposing Shareholder arising from (i) an offer by the Company to repurchase or redeem such Shares from such Disposing Shareholder, or (ii) an offer by such Disposing Shareholder to sell such Shares to the Company pursuant to a Corporation Redemption Request, as defined below.

7.2 Right of First Refusal.

(a) Right of First Refusal to Redeem or Acquire Shares Disposed of By Shareholders. If at any time any Shareholder desires or is required to Dispose of all or any of such Disposing Shareholder's Shares (the "Offered Shares"), such Disposing Shareholder may (i) request that the Corporation redeem such Disposing Shareholder's Shares, in the Corporation's sole discretion, pursuant to *Section 7.1* (a "Corporation Redemption Request"), or (ii) send to the Corporation and all of the Shareholders a Disposing Shareholder's First Refusal Notice offering to Dispose of the Offered Shares to the Corporation and such Shareholders at the First Refusal Price.

(b) Corporation May Elect Within 20 Days To Redeem Shares.  
The Corporation may elect to redeem any or all of such Offered Shares (i) pursuant to a Corporation Redemption Request or otherwise under *Section 7.1* without further notice to any Shareholder other than the Disposing Shareholder, or (ii) pursuant to a Disposing Shareholder's First Refusal Notice by sending written notice of such election to the Disposing Shareholder and

all of the Shareholders within twenty (20) days after the First Refusal Mailing Date, which notice shall specify the number of Offered Shares that the Corporation has determined to redeem.

**(c) Shareholders May Elect Within 45 Days To Redeem**

**Remaining Shares.** The Shareholders may purchase at the First Refusal Price any Offered Shares that the Corporation does not redeem under *Section 7.2(b)(ii)*, on a Pro-Rata basis. Each such Shareholder electing to purchase any such Offered Shares shall notify the Disposing Shareholder and the Corporation of such election within forty-five (45) days after the First Refusal Mailing Date. Each such notice shall specify the number of Offered Shares that such Shareholder is willing to purchase.

**(d) Allocation Of Non-Purchased Shares To Other Electing**

**Shareholders.** If any electing Shareholder does not elect to purchase the entire Pro-Rata portion of Offered Shares allocable to such Shareholder, the remaining Offered Shares shall be allocated Pro-Rata among the other electing Shareholders that have indicated in their notices that such Shareholders are willing to purchase more than their Pro-Rata portion had all of the Shareholders elected to exercise their right of first refusal in full.

**(e) Corporation May Assign Right To Purchase Remaining**

**Shares.** If the electing Shareholders do not elect to purchase all of the remaining Offered Shares under *Section 7.2(d)*, the Corporation may assign the right to purchase the remaining Shares at the First Refusal Price to one or more Third Parties who agree to execute and be bound by the Shareholder Agreement (the "Assignees").

**(f) Remaining Shares May Be Sold To Purchaser Named In First**

**Refusal Notice.** The right of first refusal for the Offered Shares under *Section 7.2(a)(ii)* must be exercised as to all of the Offered Shares. If all of the Offered Shares are not elected to be purchased by the Corporation under *Section 7.2(b)(ii)*, the Shareholders under *Sections 7.2(c)* and *7.2(d)* the Assignees under *Section 7.2(e)*, all of the Offered Shares may be Disposed to the transferee named in the First Refusal Notice. Any such Disposition shall: (i) be made upon substantially the same terms and conditions described in the Disposing Shareholder's First Refusal Notice; (ii) be consummated within sixty (60) days after the expiration of the first refusal period granted herein to the other Shareholders; and (iii) not be effective until such transferee executes the Shareholder Agreement and agrees to be bound by the terms thereof.

**(g) Remaining Shares Become Restricted If Not Sold To**

**Purchaser Named In First Refusal Notice.** If less than all of the Offered Shares are Disposed of under *Section 7.2(f)*, the remaining Offered Shares shall again become restricted as though they had never been offered pursuant to this *Section 7.2*.

**(h) Closing of Redemption or Purchase.** If all of the Offered Shares

are redeemed and/or purchased by the Corporation under *Section 7.2(b)(ii)*, the Shareholders under *Sections 7.2(c)* and *7.2(d)* and the Assignees under *Section 7.2(e)*, all the Disposing Shareholder's Offered Shares shall be delivered at closing free and clear of all liens and encumbrances, other than any purchase money liens taken back by the Disposing Shareholder at

the closing, if applicable. The closing thereof shall be held at the Corporation's principal office within thirty (30) days after the expiration of the first refusal period identified in *Section 7.2.*"

2. Cross-references. Effective as of the date hereof, all references to Article VII contained in the Articles are hereby updated and amended to reflect the modifications contained in Section 1 above.

3. No Other Amendments. Except as specifically modified by Sections 1 and 2 above, the Articles shall remain in full force and effect in accordance with their terms.

Resolved, that all actions taken by the officers and directors of the Corporation or any of them in connection with the foregoing resolutions through the date hereof be, and they hereby are, ratified and approved.

In Witness Whereof, EverBank Financial Corp has caused these Articles of Amendment to be signed by Thomas A. Hajda, its Senior Vice President and General Counsel, and Mark G. Baum, its Vice President and Assistant Secretary, and its Corporate Seal to be hereunder affixed this 15th day of April, 2010.

EverBank Financial Corp

By:

  
Thomas A. Hajda  
Senior Vice President and General  
Counsel

  
Mark G. Baum  
Vice President and Assistant Secretary