

SECURITIES AND EXCHANGE COMMISSION

FORM S-8 POS

Post-effective amendment to a S-8 registration statement

Filing Date: **1996-08-26**
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FILER

CENTURA BANKS INC

CIK: **861461** | IRS No.: **561688522** | State of Incorporation: **NC** | Fiscal Year End: **1231**
Type: **S-8 POS** | Act: **33** | File No.: **333-04949** | Film No.: **96620473**
SIC: **6021** National commercial banks

Mailing Address
*PO BOX 1220
ROCKY MOUNT NC 27804*

Business Address
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ROCKY MOUNT NC 27804
9199774400*

As filed with the Securities and Exchange Commission on August 26, 1996
Registration No. 333-04949

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1
TO
FORM S-4 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
ON
FORM S-8 REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

CENTURA BANKS, INC.
(Exact name of Registrant as specified in its charter)

North Carolina 56-1688522
(State of Incorporation) (IRS Employer Identification No.)

134 North Church Street, Rocky Mount, North Carolina 27804
(Address of principal executive offices)

FIRST COMMUNITY BANK STOCK OPTION PLAN
AS ASSUMED BY CENTURA BANKS, INC.

FIRST COMMUNITY BANK OMNIBUS
STOCK PLAN OF 1994
AS ASSUMED BY CENTURA BANKS, INC.

(Full title of the Plans)

Joseph A. Smith, Jr.
General Counsel and Corporate Secretary
Centura Banks, Inc.
134 North Church Street
Rocky Mount, North Carolina 27804
(919) 977-4400
(Name, address, and telephone number of agent for service)

Copies to:

M. Guy Brooks, III, Esq.
Poyner & Spruill, L.L.P.
Post Office Box 10096
Raleigh, North Carolina 27605
(919) 783-2878

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

ITEM 1. PLAN INFORMATION.

This Registration Statement relates to the registration of Sixty Five Thousand (65,000) shares of the no par value common stock ("Common Stock") of Centura Banks, Inc. (the "Registrant") reserved for issuance under the First Community Bank Stock Option Plan as Assumed by Centura Banks, Inc. (12,000 shares) and the First Community Bank Omnibus Stock Plan of 1994 as Assumed by Centura Banks, Inc. (53,000 shares) (collectively the "Plans"). Such shares of the Registrant's Common Stock were originally registered as part of the Registrant's Form S-4 Registration Statement (No. 333-04949). This Registration Statement on Form S-8 shall serve as Post-Effective Amendment No. 1 to such Form S-4 Registration Statement of Registrant. This Registration Statement also

relates to an indeterminate number of additional shares that may be necessary to adjust the number of shares reserved for issuance pursuant to the Plans as a result of a reclassification, reorganization, recapitalization, stock split, stock dividend, or similar occurrence that makes an adjustment of shares just and appropriate. Documents containing the information specified in Part I of Form S-8 will be sent or given to participants under the Plans as specified by Rule 428(b)(1).

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION.

See response to Item 1 above.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act") are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 10-K for the year ended December 31, 1995.
- (b) The Registrant's Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 1996 and June 30, 1996.
- (c) The Registrant's Current Reports on Form 8-K dated January 8, February 28, March 12, March 20, April 3, April 16, April 18, May 17, May 24, June 14, July 2, July 12, July 29, August 16, and August 21, 1996.
- (d) The description of the Registrant's Common Stock contained in the Registrant's registration statement on Form 8-A filed October 19, 1990 under the Exchange Act, including any other amendment or report filed for the purpose of updating such description.

Any information included or incorporated by reference in the Registrant's Annual Report on Form 10-K for the year ended December 31, 1995 in response to Items 402(a)(8), (i), (k), or (l) of Regulation S-K of the Commission is not incorporated herein and is not part of this Registration Statement.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES.

The Registrant's Common Stock is registered under Section 12 of the Exchange Act.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

The validity of the shares of Common Stock offered hereby will be passed upon for the Registrant by Poyner & Spruill, L.L.P., Counsel to the Registrant. Charles T. Lane, a partner with Poyner & Spruill, L.L.P., is a director of the Registrant. As of March 31, 1996, Mr. Lane owned beneficially 26,082 shares of the Registrant's Common Stock, and other members of the firm of Poyner & Spruill, L.L.P. beneficially owned, in the aggregate, approximately 65,132 shares of the Registrant's Common Stock.

2

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Sections 55-8-50 through 55-8-58 of the General Statutes of North Carolina provide for indemnification of directors, officers, employees, and agents of a North Carolina corporation. Subject to certain exceptions, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if (i) he conducted himself in good faith; and (ii) he reasonably believed (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests and (b) in all other cases, that his conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. Moreover, unless limited by its articles of incorporation, a corporation must indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Expenses incurred by a director in defending a proceeding may be paid by the corporation in advance of the final disposition of such proceeding as authorized by the board of directors in the specific case or as authorized or required under any provision in the articles of incorporation or bylaws or by any applicable resolution or contract upon receipt of an undertaking by or on behalf of a director to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation against such expenses. A director may also apply for court-ordered indemnification under certain circumstances.

Unless a corporation's articles of incorporation provide otherwise, (i) an officer of a corporation is entitled to mandatory indemnification and is entitled to apply for court-ordered indemnification to the same extent as a director; (ii) the corporation may indemnify or advance expenses to an officer, employee, or agent of a corporation to the same extent as to a director; and (iii) a corporation may also indemnify or advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract.

In addition and separate and apart from the indemnification rights discussed above, the above-cited statutes further provide that a corporation may, in its articles of incorporation or bylaws, or by contract or resolution, indemnify or agree to indemnify any one of its directors, officers, employees, or agents against liability and expenses in any proceeding (including without limitation a proceeding brought by or on behalf of the corporation itself) arising out of their status as such or their activities in any of the foregoing capacities; provided, however, that a

3

corporation may not indemnify or agree to indemnify a person against liability or expenses he may incur on account of his activities which were at the time taken known or believed by him to be clearly in conflict with the best interests of the corporation. A corporation may likewise and to the same extent indemnify or agree to indemnify any person who, at the request of the corporation, is or was serving as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or

other enterprise or as a trustee or administrator under an employee benefit plan. Any such provision for indemnification may also include provisions for recovery from the corporation of reasonable costs, expenses, and attorneys' fees in connection with the enforcement of rights to indemnification and may further include provisions establishing reasonable procedures for determining and enforcing the rights granted therein.

As permitted by the North Carolina statutory provisions explained above, Article IX, Section 4 of the Bylaws of the Registrant provides as follows:

Any person who at any time serves or has served as a director or officer of the Corporation, or at the request of the Corporation is or was serving as an officer, director, agent, partner, trustee, or employee for any other foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, shall be indemnified by the Corporation to the fullest extent from time to time permitted by law in the event he is made, or is threatened to be made, a party to any threatened, pending or completed civil, criminal, administrative, investigative or arbitrative action, suit, or proceeding and any appeal therein (and any inquiry or investigation that could lead to such action, suit or proceeding), whether or not brought by or on behalf of the Corporation, seeking to hold him liable by reason of the fact that he is or was acting in such capacity. In addition, the Board may provide such indemnification for other employees and agents of the Corporation as it deems appropriate.

The rights of those receiving indemnification hereunder shall, to the fullest extent from time to time permitted by law, cover (i) reasonable expenses, including without limitation all attorneys' fees actually and necessarily incurred by him in connection with any such action, suit, or proceeding; (ii) all reasonable payments made by him in satisfaction of any judgment, money decree, fine (including an excise tax assessed with respect to an employee benefit plan), penalty, or settlement for which he may have become liable in such action, suit, or proceeding; and (iii) all reasonable expenses incurred in enforcing the indemnification rights provided herein.

4

Expenses incurred by a director in defending a proceeding may be paid by the Corporation in advance of the final disposition of such proceeding as authorized by the Board of Directors in the specific case or as authorized or required under any provision in the Bylaws or by an applicable resolution or contract upon receipt of an undertaking by or on behalf of the director to repay such amounts unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation against such expenses.

The board of directors of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this bylaw, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Any person who at any time serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Any repeal or modification of these indemnification provisions shall not affect any rights or obligations existing at the time of such repeal or modification. The rights provided for herein shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this bylaw.

The rights granted herein shall not be limited by the provisions contained in N.C. Gen. Stat. ss.55-8-51 (or its successor).

As permitted by applicable statutes, the Registrant has purchased a standard directors' and officers' liability policy which will, subject to

certain limitations, indemnify the Registrant and its officers and directors for damages they become legally obligated to pay as a result of any negligent act, error, or omission committed by directors or officers while acting in their capacities as such.

The indemnification provisions in the Bylaws may be sufficiently broad to permit indemnification of the Registrant's officers and directors for liabilities arising under the Securities Act of 1933, as amended (the "1933 Act").

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not Applicable.

5

ITEM 8. EXHIBITS.

<TABLE>
<CAPTION>

Exhibit No. <S>	Description <C>	Reference <C>
4.1	Excerpts from the Registrant's Articles of Incorporation and Bylaws relating to rights of holders of the Registrant's capital stock (incorporated by reference to Exhibit 4 of the Registrant's Form S-4 Registration Statement No. 33-33773 originally filed with the Commission on March 8, 1990).	Incorporated by Reference
4.2	First Community Bank Stock Option Plan as Assumed by Registrant.	Filed herewith
4.3	First Community Bank Omnibus Stock Plan of 1994 as Assumed by Registrant.	Filed herewith
5	Opinion of Poyner & Spruill, L.L.P.	Filed herewith
24.1	Consent of Poyner & Spruill, L.L.P. (included in Exhibit 5).	Filed herewith
24.2	Consent of KPMG Peat Marwick LLP.	Filed herewith
25	Power of Attorney from Directors and Officers of Registrant.	Filed herewith

</TABLE>

6

ITEM 9. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the 1933 Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the Registration Statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

7

Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the provisions discussed in Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been sealed by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the 1933 Act and will be governed by the final adjudication of such issue.

8

SIGNATURES AND POWER OF ATTORNEY

THE REGISTRANT. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this

Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rocky Mount, State of North Carolina, on the 22nd day of August, 1996.

CENTURA BANKS, INC.
Registrant

/s/ Robert R. Mauldin
By: _____
Robert R. Mauldin
Chairman of the Board and
Chief Executive Officer

POWER OF ATTORNEY. Each person whose signature appears below appoints Joseph A. Smith, Jr., General Counsel and Corporate Secretary of the Registrant, with full power of substitution, as attorney-in-fact to execute in their respective names on their behalf individually, and in each capacity stated below, the Registration Statement and one or more amendments (including post-effective amendments) to the Registration Statement as the attorney-in-fact and to file any such Registration Statement and any amendment to the Registration Statement with the Securities and Exchange Commission.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE>
<CAPTION>

SIGNATURE <S>	CAPACITY <C>	DATE <C>
/s/ Robert R. Mauldin _____ Robert R. Mauldin	Chairman of the Board, Director, and Chief Executive Officer	August 22, 1996
* ----- Cecil W. Sewell, Jr.	Director, President, and Chief Operating Officer	_____, 1996
* ----- Frank L. Pattillo	Director, Group Executive Officer, and Chief Financial Officer	_____, 1996
9		
* ----- William H. Wilkerson	Director and Group Execu- tive Officer	_____, 1996
/s/ Ann K. Lawson ----- Ann K. Lawson	Principal Accounting Officer	August 22, 1996
* ----- William H. Kincheloe	Director	_____, 1996
* ----- O. Tracy Parks III	Director	_____, 1996
* -----	Director	_____, 1996

Richard H. Barnhardt

* Director _____, 1996

Charles T. Lane

* Director _____, 1996

J. Richard Futrell, Jr.

* Director _____, 1996

Thomas A. Betts, Jr.

* Director _____, 1996

C. Wood Beasley

* Director _____, 1996

Alexander P. Thorpe III

* Director _____, 1996

John H. High

* Director _____, 1996

Robert L. Hubbard

* Director _____, 1996

H. Tate Bowers

10

* Director _____, 1996

Ernest L. Evans

* Director _____, 1996

William D. Hoover

* Director _____, 1996

Jack A. Moody

* Director _____, 1996

Clifton H. Moore

* Director _____, 1996

Joseph H. Nelson

* Director _____, 1996

*	Director	_____, 1996

Joseph L. Wallace, Jr.		
*	Director	_____, 1996

Charles P. Wilkins		
*	Director	_____, 1996

Charles M. Reeves, III		
*	Director	_____, 1996

William H. Redding, Jr.		
/s/ Joseph A. Smith, Jr.		
*By: _____		August 22, 1996
Joseph A. Smith, Jr. Attorney-in-Fact		

</TABLE>

EXHIBIT INDEX

<TABLE>
<CAPTION>

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24.1	Consent of Poyner & Spruill, L.L.P. (included in Exhibit 5).	Included in Exhibit 5
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25	Power of Attorney from Certain Directors and Officers of Registrant.	

</TABLE>

EXHIBIT 4.2

FIRST COMMUNITY BANK STOCK OPTION PLAN
AS ASSUMED BY CENTURA BANKS, INC.

As authorized pursuant to the Resolutions of the Board of Directors of Centura Banks, Inc. ("Centura") dated the 19th day of June, 1996, the First Community Bank ("FCB") Stock Option Plan (the "Former Plan"), as in effect immediately prior to the Effective Time of the Merger described below, shall, notwithstanding any other provision of the Former Plan, be assumed by Centura effective as of the Effective Time of the Merger of FCB with Centura Bank (such defined terms "Effective Time" and "Merger" having such meanings as set forth in that certain Agreement and Plan of Reorganization and Merger by and between FCB, Centura Bank, and Centura dated as of April 4, 1996 (the "Merger Agreement"), and, as assumed, shall read as follows:

The terms and provisions of the Former Plan, a copy of which is attached hereto as Appendix A, are hereby incorporated by reference and restated herein as if fully set forth herein, with the following amendments:

a. Definitions. As used herein, the following definitions shall be substituted for the definitions set forth in the Former Plan or added as new definitions, as applicable:

i. "Bank" means the Company for purposes of references to the Common Stock and references to a change of control of the Bank and for all other purposes means Centura Bank (or any successor thereto) and any other subsidiary of the Company.

ii. "Committee" means the Compensation Committee of the Company.

iii. "Common Stock" means common stock of the Company having no par value per share.

iv. "Company" means Centura Banks, Inc., or any successor thereto.

v. "FCB" means First Community Bank.

vi. "Nonqualified Stock Option" means an option or Substituted Option to purchase shares of Common Stock that is not intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code.

vii. "Plan" means this Plan, in the form of the Former Plan attached hereto as Appendix A and incorporated by reference herein, as assumed by the Company with the amendments set forth herein.

viii. "Substituted Option" means a Nonqualified Stock Option granted by FCB under the Former Plan prior to the Effective Time of the Merger and assumed by the Company in accordance with the Merger Agreement and Code Section 424 (see Section B.4 of the Plan as amended herein).

b. Shares Subject to the Plan. Section B of the Plan, as assumed by Centura and amended and restated as provided above, is amended to add the following Subsection 4, as follows:

"4. Options have been issued by FCB under the Former Plan prior to the Effective Time of the Merger. Notwithstanding anything to the contrary in this Plan, all Options outstanding under the Former Plan immediately prior to the Effective Time of the Merger shall be assumed by the Company. Substituted Options shall be issued for all Options granted under the Former Plan (and outstanding immediately prior to the Effective Time of the Merger) in accordance with the principles of Code Sections 424(a) and 424(h). For purposes of this Plan, all Substituted Options shall be deemed to have been granted as of the effective date they were originally granted by FCB. Shares subject to such Substituted Options shall be considered part of the shares of Common Stock reserved for issuance under this Plan. In determining the Substituted Options, the number of shares of Common Stock of the Company subject to each Substituted Option shall be equal to the number of shares of Common Stock of FCB subject to such option immediately prior to the Effective Time of the Merger multiplied by 0.96, and the per share exercise price under each Substituted Option shall be adjusted by dividing the per share exercise price under such option by 0.96 and rounding up to the nearest cent. Notwithstanding the foregoing, the

Company shall not be obligated to issue any fraction of a share of Common Stock upon exercise of the Substituted Options, and any fraction of a share of Common Stock that would otherwise be subject to a Substituted Option shall represent the right to receive a cash payment upon exercise of such Substituted Option equal to the product of such fraction and the difference between the fair market value of one share of Common Stock at the time of exercise of such option and the per share exercise price of such option."

CENTURA BANKS, INC.

By _____
Authorized Officer

2

APPENDIX A
Former Plan

3

FIRST COMMUNITY BANK

STOCK OPTION PLAN

(AS AMENDED)

A. Purpose of the Plan

1. The Stock Option Plan (the "Plan") is intended to encourage the participants to contribute to the long-term success of First Community Bank and to be rewarded for their contribution to that success.
2. The Plan is further intended to enable the Bank to attract and retain key personnel.

B. Allotment of Shares

1. The options allotted under this Plan will be options to acquire shares of the Bank's Common Stock, \$4.16 2/3 par value.
2. The maximum number of shares that may be issued pursuant to this Plan is 96,000.
3. Options that are canceled, expire, or terminate unexercised shall again be available for the grant of additional options within the limits provided by the available number of shares.

C. Participation in the Plan

1. All officers and key employees of the Bank shall be eligible to receive options under the Plan.

D. Administration of the Plan

1. The Plan will be administered by the Compensation Committee (the "Committee") which will be appointed by the Board of Directors of First Community Bank.
2. The Committee, in addition to any other powers granted it hereunder, shall have the powers, subject to the express provisions of the Plan:
 - a. in its discretion, to determine the Employees to receive options, the times when options shall be granted, the times when options may be exercised, the number of shares to be subject to each option, the exercise price of each option, and any

4

restriction on the transfer or ownership of shares purchased pursuant to an option;

- b. to prescribe, amend and repeal rules and regulations of general application relating to the Plan;
- c. to construe and interpret the Plan;
- d. to require of any person exercising an option under the Plan, at the time of such exercise, the

execution of any paper or the making of any representation or the giving of any commitment that which the Committee shall, at its discretion, deem necessary or advisable by reasons of the securities laws of the United States or any State, or the execution of any paper or the payment of any sum of money in respect of taxes or the undertaking to pay or have paid any such sum that the Committee shall, in its discretion, deem necessary by reason of the Internal Revenue Code or any rule or regulation thereunder, or by reason of the tax laws of any state;

- e. to amend stock options previously granted and outstanding, but no amendment to any such agreement shall be made without the consent of the optionee if such amendment would adversely affect the rights of the optionee under his stock option agreement or would disqualify a non-qualified stock option from being such under the Internal Revenue Code; and no amendment shall be made to any stock option agreement that would cause the inclusion therein of any term or provision inconsistent with the Plan; and
- f. to make all other determinations necessary or advisable for the administration of the Plan. Determinations of the Committee, with respect to matters referred to in this section, shall be conclusive and binding on all persons eligible to participate under the Plan and their legal representatives and beneficiaries. The Committee shall have full authority to act with respect to the participation of any employee and nothing in the Plan shall be construed to be in derogation of such authority.

- E. 1. It is intended that options granted under the Plan shall be non-qualified (regular) options.

- 2. The Committee may grant options to any officer or key employee of the Bank with consideration given to:

- a. the duties of the officers or key employees,
- b. their present and potential contributions to the success of the Bank, and
- c. such other factors as the Committee deems relevant in connection with accomplishing the purposes of the Plan.

3. Outstanding options will be valid for a period of seven years.
4. The Committee shall deliver to each participant to whom an option is granted a Memorandum of Option, stating the terms of the option.
5. The Committee may grant to an officer or key employee an option to purchase such number of shares as the Committee may choose within the limits provided by the available number of shares and the fulfillment of the purposes of the Plan.

F. Date of Grant

1. No options may be granted under this Plan after five years from the date of its adoption by the Board of Directors of First Community Bank.

G. Term of Option

1. The term of options set forth in this Plan is seven years from the date of the grant of option.
2. Any options granted pursuant to this Plan will terminate early upon any of the following events:
 - a. Termination of employment. The option will terminate on the date of termination of the employee's employment with the Bank if (1) the employee is terminated by the Bank for cause, or (2) the employment is terminated by the employee for any reason other than death, disability, or retirement after reaching age 65. The option will terminate three months after the employee's employment with the Bank is terminated by the Bank for reasons other than "cause". For purposes of this paragraph "cause" shall mean continued neglect of duty, willful and material misconduct in connection with the performance of the employee's duties and obligations, and any other conduct of the employee involving moral turpitude, commission

of a crime or habitual drunkenness or drug abuse, that would make retention of the employee in his position with the Bank prejudicial to its best interest.

H. Exercise Price

1. The Committee will specify the exercise price with respect to each option granted hereunder. The exercise price shall be 100% of the fair market value of the common stock on the day on which the option was granted, but in no event shall the exercise price be less than the par value of the common stock.
 - a. Fair market value shall mean the value of a share of stock on a particular date determined by calculating the mean price between the "bid" and "offered" quotations at the close of the respective securities exchange on that particular day. In the event that quotations from a securities market are not available, the Committee shall determine the fair market value based on any and all information available to it.
2. The exercise price shall be payable in full upon exercise of the option to purchase shares. The exercise price shall be payable in cash upon the exercise of the option to purchase shares.

I. Exercise

1. The shares covered by an option become vested and fully exercisable three years after the granting of such option or retirement, whichever is earlier. An option may be exercised in whole or in part until the expiration of said option.
2. No shares shall be issued pursuant to this Plan until full payment has been made.
3. Upon a change of control of the Bank, all options previously granted but not yet exercisable shall become fully exercisable immediately.

J. Cash Bonus

1. The Employee shall receive a cash bonus from the Bank upon

exercise of any and all portions of this option in an amount equal to 34% of the difference between the market value of the stock to which applies that portion of the option then being exercised and the actual

7

purchase price paid for such stock pursuant to such portion of the option.

8

EXHIBIT 4.3

FIRST COMMUNITY BANK OMNIBUS STOCK PLAN OF
1994 AS ASSUMED BY CENTURA BANKS, INC.

As authorized pursuant to the Resolutions of the Board of Directors of Centura Banks, Inc. ("Centura") dated the 19th day of June, 1996, the First Community Bank ("FCB") Omnibus Stock Plan of 1994 (the "Former Plan"), as in effect immediately prior to the Effective Time of the Merger described below, shall, notwithstanding any other provision of the Former Plan, be assumed by Centura effective as of the Effective Time of the Merger of FCB with Centura Bank (such defined terms "Effective Time" and "Merger" having such meanings as set forth in that certain Agreement and Plan of Reorganization and Merger by and between FCB, Centura Bank, and Centura dated as of April 4, 1996 (the "Merger Agreement"), and, as assumed, shall read as follows:

The terms and provisions of the Former Plan, a copy of which is attached hereto as Appendix A, are hereby incorporated by reference and restated herein as if fully set forth herein, with the following amendments:

a. Definitions. As used herein, the following definitions shall be substituted for the definitions set forth in the Former Plan or added as new definitions, as applicable:

i. "Common Stock" means common stock of the Company having no par value per share.

ii. "Company" means Centura Banks, Inc., or any successor thereto.

iii. "FCB" means First Community Bank.

iv. "Incentive Stock Option" means an option or Substituted Option to purchase shares of Common Stock that is intended to qualify as an incentive stock option as defined in Section 422 of the Code.

v. "Nonqualified Stock Option" means an option or Substituted Option to purchase shares of Common Stock that is not intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code.

vi. "Plan" means this Plan, in the form of the Former Plan attached hereto as Appendix A and incorporated by reference herein, as assumed by the Company with the amendments set forth herein.

vii. "Subsidiary" means Centura Bank and any other subsidiary of the Company.

viii. "Substituted Option" means an Incentive Stock Option or Nonqualified Stock Option granted by FCB under the Former Plan prior to the Effective Time of the Merger and assumed by the Company in accordance with the Merger Agreement and Code Section 424 (see Section 5.C of the Plan as amended herein).

b. Shares Subject to the Plan. Section 5 of the Plan, as assumed by Centura and amended and restated as provided above, is amended to add the following new Subsection C, as follows:

"C. Options have been issued by FCB under the Former Plan prior to the Effective Time of the Merger. Notwithstanding anything to the contrary in this Plan, all Options outstanding under the Former Plan immediately prior to the Effective Time of the Merger shall be assumed by the Company. Substituted Options shall be issued for all options granted under the Former Plan (and outstanding immediately prior to the Effective Time of the Merger) in accordance with the principles of Code Sections 424(a) and 424(h). For purposes of this Plan, all Substituted Options shall be deemed to have been granted as of the effective date they were originally granted by FCB. Shares subject to such Substituted Options shall be considered part of the shares of Common Stock reserved for issuance under this Plan. In determining the Substituted Options, the number of shares of Common Stock of the Company subject to each Substituted Option shall be equal to the number of shares of Common Stock of FCB subject to such option immediately prior to the Effective Time of the Merger

multiplied by 0.96, and the per share exercise price under each Substituted Option shall be adjusted by dividing the per share exercise price under such option by 0.96 and rounding up to the nearest cent. Notwithstanding the foregoing, the Company shall not be obligated to issue any fraction of a share of Common Stock upon exercise of the Substituted Options, and any fraction of a share of Common Stock that would otherwise be subject to a Substituted Option shall represent the right to receive a cash payment upon exercise of such Substituted Option equal to the product of such fraction and the difference between the Fair Market Value of one share of Common Stock at the time of exercise of such option and the per share exercise price of such option. In addition, notwithstanding the foregoing, each Substituted Option that is an Incentive Stock Option shall be adjusted as required by Code Section 424, and the

2

regulations promulgated thereunder, so as not to constitute a modification, extension, or renewal of the option, within the meaning of Code Section 424(h)."

c. Term. Section 6 of the Plan, as assumed by Centura and amended and restated as provided above, is amended to delete the existing Section 6 and substitute the following new section 6 as follows:

"6. The Plan became effective upon its approval by the stockholders of FCB at the 1995 annual meeting of stockholders, was assumed by Centura effective as of the Effective Time of the Merger, and shall continue in effect until August 16, 2004."

d. Exercise of Stock Options Upon Termination of Employment or Services. Section 9 of the Plan, as assumed by Centura and amended and restated as provided above, is amended to add the following new subsection G, as follows:

"G. For purposes of this Section 9, "termination of employment" shall refer to termination of an optionee's employment with the Company or any Subsidiary of the Company and "termination of

service" shall refer to termination of an optionee's service as a member of the Board of Directors of the Company or as a member of any advisory board of the Company or any Subsidiary of the Company."

CENTURA BANKS, INC.

By _____
Authorized Officer

3

APPENDIX A

FORMER PLAN

4

FIRST COMMUNITY BANK
OMNIBUS STOCK PLAN OF 1994
(AS AMENDED)

1. Purpose

The purpose of this Plan is to promote the interest of the Company and its shareholders and the Company's success by providing a method whereby a variety of stock-based incentive and other Awards may be granted to Employees and Directors of the Company.

2. Definitions

A. "Award" means any form of stock option or other incentive award granted under the Plan.

B. "Award Notice" means any written notice from the Company to a Participant or agreement between the Company and a Participant

that establishes the terms applicable to an Award.

C. "Board of Directors" means the Board of Directors of the Company.

D. "Code" means the Internal Revenue Code of 1986, as amended.

E. "Committee" means the Compensation Committee of the Board of Directors, or such other committee designated by the Board of Directors, which is authorized to administer the Plan under Section 3 hereof. The Committee, and any separate committee to which it delegates any of its authority and duties under the Plan, shall each have membership composition which enable the Plan to qualify under rule 16b-3 with regard to Awards to persons who are subject to Section 16 of the Exchange Act.

F. "Common Stock" means Common Stock of the Company \$4.16 2/3 par value.

G. "Company" means First Community Bank.

H. "Director" means a member of the Board of Directors.

I. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

J. "Fair Market Value" means, on any date, the average of the high and low sales prices of the Common Stock on the principal national securities exchange, which includes the National Market System of the National Association of Securities Dealers Automated Quotation System (NASDAQ-NMS), on which such Common Stock is listed or admitted to trading or if not traded on that date, then on the date last traded; or if such Common Stock is not so listed or

admitted or trading, the arithmetic mean of the per share closing bid price and per share closing asked price on such date as quoted on any other system of NASDAQ or such other market in which such prices are regularly quoted; or if there have been no published bid or asked quotations, the Committee shall, in good faith and in accordance with Section 422 of the Code, establish the method for determining the Fair Market Value of the Common Stock.

K. "Employee" means any employee of the Company whose performance the Committee determines can have a significant effect on the success of the Company.

L. "Participant" means any individual to whom an Award is

granted under the Plan.

M. "Plan" means this Plan, which shall be known as the First Community Bank 1994 Omnibus Stock Plan.

N. "Rule 16b-3" means Rule 16b-3 promulgated under the Exchange Act, or any successor rule.

O. "Unit" means a bookkeeping entry used by the Company to record the grant of an Award until such time as the Award is paid, canceled, forfeited or terminated.

3. Administration

A. The Plan shall be administered by the Committee. The Committee shall have the authority to:

- (i) construe and interpret the Plan;
- (ii) promulgate, amend and rescind rules relating to the implementation of the Plan;
- (iii) make all determinations necessary or advisable for the administration of the Plan, including the selection of employees and affiliated individuals who shall be granted Awards, the number of shares of Common Stock or Units to be subject to each Award, the Award price, if any, the vesting or duration of awards, and the designation of stock options as incentive stock options or nonqualified stock options;
- (iv) determine the disposition of Awards in the event of a Participant's divorce or dissolution of marriage;
- (v) determine whether Awards will be granted alone or in combination or in tandem with other Awards;

- (vi) determine whether cash will be paid or Awards will be granted in replacement of, or

as alternatives to, other grants under the Plan or any other incentive or compensation plan of the Company or an acquired business unit;

B. Subject to the requirements of applicable law, the Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan, any Award, or any Award Notice; take any and all other actions it deems necessary or advisable for the proper administration of the Plan; designate persons other than members of the Committee to carry out its responsibilities; and prescribe such conditions and limitations as it may deem appropriate; except that the Committee may not delegate its authority with regard to the selection for participation of, or the granting of Awards to, persons under Section 16 of the Exchange Act. Any determination, decision, or action of the Committee in connection with the construction, interpretation, administration, or applications of the Plan shall be final, conclusive and binding upon all persons validly claiming under or through persons participating in the Plan.

C. The Committee may at any time, and from time to time amend or cancel any outstanding Award, but only with the consent of the person to whom the Award was granted.

4. Eligibility

A. Any Employee is eligible to become a Participant in the Plan.

B. Directors who are not Employees of the Company shall receive Awards in accordance with Section 7.

5. Shares Available

A. Subject to Section 12 of the Plan, the maximum number of shares of Common Stock available for Award grants (including incentive stock options) shall be 95,000.

B. No one Participant shall receive more than 25% of the shares reserved for option under the Plan.

6. Term

The Plan shall become effective upon approval of the Plan by the Company's stockholders not later than the 1995 annual meeting of stockholders, and shall continue in effect until August 16, 2004.

7. Awards to Non-Employee Directors

Options to non-Employee Directors of the Company shall be subject to the following terms:

- (i) The exercise price shall be equal to 85% of the Fair Market Value of the underlying Shares of Common Stock on the date of the grant, payable in accordance with Section 8-B(ii) of the Plan,
- (ii) The term of the options shall be seven (7) years;
- (iii) The options shall be exercisable beginning twelve (12) months after the date of the grant; and
- (iv) The options shall be subject to Section 9 of the Plan.

8. Stock Options

A. Awards may be granted in the form of stock options. Stock options may be incentive stock options within the meaning of Section 422A of the Code or non-qualified stock options (i.e., stock options which are not incentive stock options).

B. Subject to Section 8.C relating to incentive stock options, options shall be in such form and contain such terms as the Committee deems appropriate. While the terms of options need not be identical, each option shall be subject to the following terms:

- (i) The exercise price shall be the price set by the Committee but may not be less than 85% of the Fair Market Value of the underlying shares of Common Stock on the date of the grant.
- (ii) The exercise price shall be paid in cash (including check, bank draft, or money order).
- (iii) The term of an option may not be greater than ten (10) years from the date of the grant.
- (iv) Neither a person to whom an option is granted nor such person's legal representative, heir, legatee or distributee

shall be deemed to be the holder of, or to have any of the rights of a holder or owner with respect to, any shares of Common Stock subject to such option unless

8

and until such person has exercised the option.

C. The following special terms shall apply to grants of incentive stock options:

- (i) The exercise price of each incentive stock option shall not be less than 100% of the Fair Market Value of the underlying shares of Common Stock on the date of the grant.
- (ii) The term of the options shall be for seven (7) years.
- (iii) The options shall be exercisable beginning twenty-four (24) months after the date of the grant.
- (iv) No incentive stock option shall be granted to any Employee who directly or indirectly owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, unless at the time of such grant the exercise price of the option is at least 110% of the Fair Market Value of the underlying shares of Common Stock subject to the option and such option is not exercisable after the expiration of five (5) years from the date of the grant.
- (v) Options shall contain such other terms as may be necessary to qualify the options granted therein as incentive stock options pursuant to Section 422A of the Code, or any successor statute.

9. Exercise of Stock Options Upon Termination of Employment or Services.

A. Options granted under Section 8 shall be exercisable upon the

Participant's termination of service within the following periods only. Subject to Section 7, stock options granted to other Participants may permit the exercise of options upon the Participant's termination of employment within the following periods, or such shorter periods as determined by the Committee at the time of grant:

- (i) If on account of death, within twelve (12) months of such event by the person or persons to whom the Participant's rights pass by will or the laws of descent or distribution.
- (ii) If on account of retirement (as defined from time to time by Company policy), stock options may be exercised within three (3) months of such termination.
- (iii) If on account of resignation, options may be exercised within one (1) month of such termination.
- (iv) If for cause (as defined from time to time by Company policy), no unexercised option shall be exercisable to any extent after termination.
- (v) If on account of disability or leave of absence for the purpose of servicing the government or the country in which the principal place of employment of the Participant is located, either in a military or a civilian capacity, or for such other purpose or reason as the Committee may approve, a Participant shall not be deemed during the period of any such absence alone, to have terminated his service, except as the Committee may otherwise expressly provide.
- (vi) If for any reason other than death, retirement, cause, or disability, options may be exercised within three (3) months of such termination.

E. An unexercised option shall be exercisable only to the extent that such option was exercisable on the date the Participant's employment or service terminated. Notwithstanding the foregoing, and except as provided in Section 9 above, terms relating to the exercisability of options may be amended by the Committee before or after such termination, except in respect to options granted under Section 7.

F. In no case may an unexercised option be exercised to any extent by anyone after expiration of this term.

10. Nonassignability

The rights of a Participant under the Plan shall not be assignable by such Participant, by operation of law or otherwise, except by will or the laws of descent and distribution. During the lifetime of the person to whom a stock option or similar right is granted, such person alone may exercise it. No Participant may create a lien on any funds, securities, rights or other property to which such Participant may have an interest under the Plan, or

10

which is held by the Company for the account of the Participant under the Plan.

11. Adjustment of Shares Available

The Committee shall make appropriate and equitable adjustments in the shares of Common Stock available for future Awards and the number of shares of Common Stock covered by unexercised, unvested or unpaid Awards upon the subdivision of the outstanding shares of Common Stock; the declaration of a dividend payable in Common Stock; the declaration of a dividend payable in a form other than Common Stock in an amount that has a material effect on the price of the shares of Common Stock; the combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a lesser number of shares of Common Stock; a recapitalization; or a similar event.

12. Payment of Withholding Taxes

As a condition to receiving or exercising an Award, as the case may be, the Participant shall pay to the Company the amount of all applicable Federal, state, local and foreign taxes required by law to be paid or withheld relating to receipt or exercise of the Award. Alternatively, the Company may withhold shares of Common Stock with an aggregate Fair Market Value equal to such withholding taxes, from any Award in shares of Common Stock, to the extent the withholding is required by law. The Company also may deduct such withholding taxes from any Award paid in cash.

13. Amendments

The Board of Directors may amend the Plan at any time and from time to time, provided however, that the Board shall not amend the terms of the Plan more frequently than permitted under Rule 16b-3 in regard to provisions that affect persons receiving Awards under Section 7. Rights and obligations under any Award granted before amendment of the Plan shall not be materially altered or impaired adversely by such amendment, except with consent of the person to whom the Award was granted.

14. Regulatory Approvals and Listings

Notwithstanding any other provision in the Plan, the Company shall have no obligation to issue or deliver certificates for shares of Common Stock under the Plan prior to (A) obtaining approval from any governmental agency which the Company determines is necessary or advisable, (B) admission of such shares to listing on the stock exchange on which the Common Stock may be listed, and (C) completion of any registration or other qualification of such shares under any state or Federal law or ruling of any governmental body which the Company determines to be necessary or advisable.

11

15. No Right to Continued Employment or Grants

Participation in the Plan shall not give any Employee any right to remain in the employ of the Company. Further, the adoption of this Plan shall not be deemed to give any Employee or other individual the right to be selected as a Participant or to be granted an Award.

16. No Right, Title or Interest in Company Assets

No Participant shall have any rights as a shareholder of the Company until he acquires an unconditional right under an Award to have shares of Common Stock issued to him. To the extent any person acquires a right to receive payments from the Company under this Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company.

17. Special Provisions Pertaining to Persons Subject to Section 16

Notwithstanding any other item of this Plan, the following shall apply to persons subject to Section 16 of the Exchange Act, except in the case of death or disability.

A. Restricted stock or other equity security (within the meaning used in Rule 16b-3 of the Exchange Act or any successor rule) offered pursuant to this Plan must be held for at least six (6) months from the date of grant; and

B. At least six (6) months must elapse from the date of acquisition of any stock option, or other derivative security (within the meaning used in Rule 16b-3 of the Exchange Act or any successor rule) issued pursuant to the Plan to the date of disposition of such derivative security (other than upon exercise or conversion) or its underlying equity security.

18. Indemnification

In addition to such other rights of indemnification as they may have as Directors, the members of the Board of Directors or the Committee administering the Plan shall be indemnified by the Company against the reasonable expenses, including attorneys' fees actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan or any Award granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such member is liable for negligence or misconduct in the performance of his duties; provided that within 60 days after institution of any such action, suit or

12

proceeding, the member shall in writing offer the Company the opportunity, at its own expense, to handle and defend the same.

19. Governing Law

The Plan shall be governed by and construed in accordance with the laws of the State of North Carolina.

13

EXHIBIT 5

POYNER & SPRUILL, L.L.P.
Attorneys at Law
3600 Glenwood Avenue
Raleigh, North Carolina 27612
919/783-6400
Fax: 919/783-1075

August 22, 1996

Centura Banks, Inc.
134 North Church Street
Rocky Mount, North Carolina 27804

Gentlemen:

This opinion is rendered for use in connection with the Registration Statement on Form S-8, prescribed pursuant to the Securities Act of 1933, filed by Centura Banks, Inc. (the "Company") with the Securities and Exchange Commission as Post-Effective Amendment No. 1 to the Registration Statement on Form S-4 (No. 333-04949), under which 65,000 shares of the Company's common stock, no par value per share (the "Common Stock"), are to be registered.

As counsel to the Company, we have examined and are familiar with originals or copies certified or otherwise identified to our satisfaction, of such statutes, documents, corporate records, certificates of public officials, and other instruments as we have deemed necessary for the purpose of this opinion, including the Company's Restated Articles of Incorporation and By-laws, both as amended to date, and the record of proceedings of the shareholders and directors of the Company. Based upon the foregoing, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of North Carolina.

2. When the Registration Statement shall have become effective and up to 65,000 shares of the Common Stock to be originally issued for sale shall have been originally issued and sold under the terms set forth in the Registration Statement, such shares will be legally and validly issued, fully paid, and nonassessable.

We hereby consent to the filing of this Opinion as Exhibit 5 and 24 to the Registration Statement and to the reference to our name in the Registration Statement.

Very truly yours,

POYNER & SPRUILL, L.L.P.

/s/ POYNER & SPRUILL, L.L.P.

EXHIBIT 24.2

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Centura Banks, Inc.

We consent to the use of our report incorporated herein by reference. Our report refers to the fact that on December 31, 1993, Centura Banks, Inc. adopted the provisions of the Financial Accounting Standards Board's Statement of Financial Accounting Standards No. 115, "Accounting for Certain Investments in Debt and Equity Securities."

/s/ KPMG Peat Marwick LLP

Raleigh, North Carolina
August 22, 1996

EXHIBIT 25

CENTURA BANKS, INC.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and/or officers of CENTURA BANKS, INC., a North Carolina corporation (the "Company"), hereby constitutes and appoints JOSEPH A. SMITH, JR., General Counsel and Corporate Secretary of the Company, with full power of substitution, as his true and lawful attorney and agent, for him and in his name, place, and stead, in any and all capacities, to do any and all acts and things and execute any and all instruments that said attorney and agent may deem necessary or advisable to enable the Company to comply with the Securities Act of 1933, as amended (and any other applicable federal, state, and local laws), and any rules and regulations and requirements of the Securities and Exchange Commission (and other applicable rules and regulations and requirements) in respect thereof in connection with the registration under the Securities Act of 1933, as amended (or other applicable laws), of securities of the Company issuable or deliverable pursuant to the Company's assumed stock option plans related to its acquisition of First Community Bank, including specifically, but without limiting the generality of the foregoing, the power and authority to sign the name of the undersigned, in any capacity, to a Company registration statement on Form S-8 to be filed with the Securities and Exchange Commission in respect of such securities, and any and all amendments to the said registration statement, and any and all instruments and documents filed as a part of or executed in connection with the said registration statement or any amendments thereto, and to file the same with the Securities and Exchange Commission; hereby ratifying and confirming all that the said attorneys and agents, or any of them, shall do or cause to be done by virtue thereof. Any prior powers of attorney previously granted by us for the above purpose are hereby revoked.

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IN WITNESS WHEREOF, each of the undersigned has subscribed

these presents as of June 19, 1996.

/s/ Robert R. Mauldin

Robert R. Mauldin
Chairman of the Board, Director
and Chief Executive Officer

/s/ Cecil W. Sewell, Jr.

Cecil W. Sewell, Jr.
Director, President, and Chief
Operating Officer

/s/ Frank L. Pattillo

Frank L. Pattillo
Director, Group Executive
Officer, and Chief Financial
Officer

/s/ William H. Wilkerson

William H. Wilkerson
Director and Group Executive
Officer

/s/ H. Tate Bowers

H. Tate Bowers, Director

/s/ William H. Kincheloe

William H. Kincheloe, Director

/s/ O. Tracy Parks, III

O. Tracy Parks, III, Director

/s/ J. Richard Futrell, Jr.

J. Richard Futrell, Jr.,
Director

/s/ Richard H. Barnhardt

Richard H. Barnhardt, Director

/s/ Charles T. Lane

Charles T. Lane, Director

/s/ Thomas A. Betts, Jr.

Thomas A. Betts, Jr., Director

/s/ C. Wood Beasley

C. Wood Beasley, Director

/s/ Alexander P. Thorpe, III

Alexander P. Thorpe, III,
Director

/s/ John H. High

John H. High, Director

/s/ Charles M. Reeves, III

Charles M. Reeves, III, Director

/s/ William D. Hoover

William D. Hoover, Director

/s/ Clifton H. Moore

Clifton H. Moore, Director

/s/ George T. Stronach, III

George T. Stronach III, Director

/s/ Charles P. Wilkins

Charles P. Wilkins, Director

/s/ William H. Redding, Jr.

William H. Redding, Jr.,
Director

/s/ Robert L. Hubbard

Robert L. Hubbard, Director

/s/ Ernest L. Evans

Ernest L. Evans, Director

/s/ Jack A. Moody

Jack A. Moody, Director

/s/ Joseph H. Nelson

Joseph H. Nelson, Director

/s/ Joseph L. Wallace, Jr.

Joseph L. Wallace, Jr., Director