FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **1994-05-13** | Period of Report: **1994-03-31**
SEC Accession No. 0000950168-94-000185

FILER

BANCFLORIDA FINANCIAL CORP

CIK:**719146**| IRS No.: **592265850** | State of Incorp.:**DE** | Fiscal Year End: **0930**
Type: **10-Q** | Act: **34** | File No.: **001-08515** | Film No.: **94527959**
SIC: **6035** Savings institution, federally chartered

Business Address
5801 PELICAN BAY BLVD
NAPLES FL 33863
8135971611

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 1994

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number: 1-8515

BANCFLORIDA FINANCIAL CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	59-2265850
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

5801 Pelican Bay Boulevard
Naples, Florida 33963
(Address of principal executive offices)
(Zip Code)

(813) 597-1611
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date, May 4, 1994.

$.01 par value of common stock	3,721,012 shares
(class)	(outstanding)

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES
FORM 10-Q FOR QUARTER ENDED MARCH 31, 1994
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PART I - FINANCIAL INFORMATION

PART I-FINANCIAL INFORMATION
BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In thousands)

<TABLE>
<CAPTION>

Assets	March 31, 1994	September 30, 1993
<S>	<C>	<C>
Cash (including interest bearing deposits of $15,965 and $8,007).	$ 61,920	$ 47,056
Trading securities - FNMA mortgage-backed securities............	7,522	17,297
Assets available for sale:		
Securities..	211,388	296,589
Loans (aggregate fair values of $28,144 and $108,519)..........	27,866	106,412
Securities held to maturity (aggregate fair values of $299,486 and $220,312)...	312,310	220,846
Loans receivable (net of allowance for loan losses of $22,235 and $26,701)...	775,245	718,313
Investments in real estate.....................................	63,121	58,952
Office properties and equipment................................	38,621	37,173
Accrued interest receivable, net...............................	8,158	8,728
Federal Home Loan Bank stock...................................	11,126	15,250
Other assets (including costs in excess of fair value of net assets acquired of $2,411 and $2,713).........................	25,677	24,017
	$ 1,542,954	$ 1,550,633
Liabilities and Stockholders' Equity		
Deposit accounts (including non-interest bearing deposits of $101,254 and $83,096).......................................	$ 1,220,711	$ 1,142,197
Due to banks...	-	3,894
Advances from Federal Home Loan Bank...........................	200,000	273,000
Other borrowings...	23,120	23,334
Current income taxes payable...................................	563	1,562
Deferred income..	749	893
Advance payments by borrowers for taxes and insurance...........	8,318	14,483
Other liabilities..	13,804	14,940
Total liabilities..	1,467,265	1,474,303
Stockholders' equity:		
Preferred stock $.01 par value; 2,000,000 authorized shares; 1,138,000 shares issued and outstanding.............	11	11
Common stock $.01 par value; 16,000,000 authorized shares; shares issued and outstanding: 3,707,611 in 1994; 3,549,870 in 1993..	37	35
Additional paid-in capital...................................	71,200	69,929
Retained earnings..	9,635	7,795
Unrealized loss on securities available for sale, net..........	(4,278)	(431)
Employee stock ownership plan obligation......................	(916)	(1,009)
Total stockholders' equity.................................	75,689	76,330
	$ 1,542,954	$ 1,550,633

</TABLE>
See accompanying notes to condensed consolidated financial statements.

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES
Condensed Consolidated Statements of Income
(Dollars in thousands, except per share data)

<TABLE>
<CAPTION>

<S>	Three Months Ended March 31, 1994	Three Months Ended March 31, 1993	Six Months Ended March 31, 1994	Six Months Ended March 31, 1993
Interest income:				
Mortgage loans....................................	$ 13,421	$ 14,950	$ 26,881	$ 29,123
Other loans.......................................	2,871	3,234	5,914	6,681
Mortgage-backed and related securities............	7,322	7,579	13,991	14,851
Investments and deposits..........................	300	356	583	903
Total interest income..........................	23,914	26,119	47,369	51,558
Interest expense:				
Deposit accounts, net.............................	11,688	13,038	23,531	26,690
Short-term borrowings.............................	1,696	755	3,138	1,395
Long-term borrowings..............................	1,355	2,688	3,457	5,575
Total interest expense.........................	14,739	16,481	30,126	33,660
Net interest income............................	9,175	9,638	17,243	17,898
Provision for loan losses.........................	-	1,572	275	4,244
Net interest income after provision for loan losses......................................	9,175	8,066	16,968	13,654
Other income:				
Unrealized loss on trading securities............	(420)	-	(187)	-
Gain (loss) on sale of mortgage-backed securities.	(586)	1,865	11	1,698
Gain on sale of loans.............................	104	-	104	105
Service charges on deposit accounts..............	1,437	1,351	3,050	2,779
Loan servicing fees...............................	281	620	245	759
Other...	634	570	1,103	1,051
Total other income.............................	1,450	4,406	4,326	6,392
Other expenses:				
Compensation and benefits.........................	4,384	4,507	8,680	8,815
Real estate operations, net.......................	(1,427)	(2,146)	(2,823)	(5,435)
Occupancy...	1,872	2,203	3,617	4,735
Advertising and promotion.........................	295	261	661	482
Federal insurance premium.........................	946	970	1,924	1,736
Data processing...................................	486	425	912	847
Other...	2,460	1,942	4,361	4,117
Total other expenses...........................	9,016	8,162	17,332	15,297
Income before income tax expense and cumulative effect of accounting change..................	1,609	4,310	3,962	4,749
Income tax expense................................	680	1,569	1,522	1,750
Income before cumulative effect of accounting change......................................	929	2,741	2,440	2,999
Cumulative effect of accounting change............	-	-	-	7,327
Net income.....................................	$ 929	$ 2,741	$ 2,440	$ 10,326
Primary earnings per share:				
Income before cumulative effect of accounting change..	$ 0.16	$ 0.66	$ 0.48	$ 0.68
Cumulative effect of accounting change............	-	-	-	1.98
Net income.....................................	$ 0.16	$ 0.66	$ 0.48	$ 2.66
Average common and common equivalent shares outstanding..................................	3,885,907	3,675,332	3,847,514	3,650,632
Fully diluted earnings per share:				
Income before cumulative effect of accounting change..	$ 0.16	$ 0.51	$ 0.48	$ 0.58
Cumulative effect of accounting change............	-	-	-	1.23
Net income.....................................	$ 0.16	$ 0.51	$ 0.48	$ 1.81
Average shares outstanding.......................	3,885,907	5,841,253	3,847,514	5,936,686

</TABLE>

See accompanying notes to condensed consolidated financial statements.

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(In thousands)

<TABLE>
<CAPTION>

	Six Months Ended March 31, 1994	Six Months Ended March 31, 1993
<S>	<C>	<C>
Cash flows from operating activities:		
Net income	$ 2,440	$ 10,326
Adjustments to reconcile net income to net cash provided by operating activities:		
Cumulative effect of accounting change	-	(7,327)
Provision for losses on loans and investments in real estate	445	6,906
Gain on sale of mortgage-backed securities	(11)	(1,698)
Gain on sale of loans	(104)	(105)
Unrealized loss on trading securities	187	-
Net gain on sale of real estate, property and equipment	(1,377)	(4,589)
Depreciation expense	1,341	1,662
Amortization and accretion	1,826	1,108
Decrease in accrued interest receivable	570	108
(Increase) decrease in other assets	(629)	696
Decrease in current income taxes payable	(999)	(1,312)
Decrease in deferred income	(111)	(239)
Decrease in advance payments by borrowers for taxes and insurance	(6,165)	(2,464)
Increase (decrease) in other liabilities	(1,418)	3,235
Net cash provided (used) by operating activities	(4,005)	6,307
Cash flows from investing activities:		
Proceeds from sales of loans and mortgage-backed securities available for sale	170,490	387,618
Decrease in loans available for sale	3,584	3,608
Net increase in loans receivable	(67,125)	(75,815)
Purchase of mortgage-backed and related securities	(161,886)	(360,818)
Repayments of mortgage-backed and related securities	67,504	48,849
Proceeds from maturity of other securities	34	28
Purchase of other securities	(44)	(1,010)
Purchase of FHLB stock	(376)	(1,022)
Proceeds from the sale of FHLB stock	4,500	-
Decrease in real estate	2,717	5,401
Increase in property and equipment	(2,680)	(1,536)
Net cash provided by investing activities	16,718	5,303
Cash flows from financing activities:		
Net increase in transaction deposit accounts	67,014	53,672
Net increase (decrease) in certificates of deposit	11,500	(17,304)
Repayments of Federal Home Loan Bank advances	(333,000)	(177,000)
Borrowings of Federal Home Loan Bank advances	260,000	150,000
Repayment of other borrowings	(49)	(120)
Increase in short-term borrowings	-	12,352
Decrease in due to banks	(3,894)	-
Proceeds from stock options exercised	1,094	27
Cash dividends paid on cumulative convertible preferred stock	(607)	-
(Increase) decrease in employee stock ownership plan obligation	93	(66)
Net cash provided by financing activities	2,151	21,561
Net increase in cash and cash equivalents	14,864	33,171
Cash and cash equivalents at beginning of period	47,056	25,812
Cash and cash equivalents at end of period	$ 61,920	$ 58,983

</TABLE>

See accompanying notes to condensed consolidated financial statements.

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements

Note A - Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with instructions on Form 10-Q and, therefore, do not necessarily include information or footnotes necessary for a fair presentation of financial position, results of operations and statement of cash flows in conformity with generally accepted accounting principles. However, in the opinion of management of BancFlorida Financial Corporation (the "Company" or "BFL"), all adjustments which are necessary for a fair presentation have been included and are of a normal, recurring nature. The results of operations for the three and six months ended March 31, 1994 are not necessarily indicative of the results which may be expected for the entire fiscal year. The consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes thereto included in the Company's Annual Report to Shareholders for the year ended September 30, 1993.

Note B - Reclassification

Certain amounts in the March 31, 1993 condensed consolidated statement of income have been reclassified to conform to the March 31, 1994 presentation.

Note C - Assets Available for Sale

Due to the implementation of Statement of Financial Accounting Standard ("FAS") 115 "Accounting for Certain Investments in Debt and Equity Securities", securities available for sale are recorded at fair value; loans available for sale are recorded at the lower of amortized cost or fair value. The Company's assets available for sale portfolio is as follows:

<TABLE>
<CAPTION>
(In thousands)

	March 31, 1994				September 30, 1993			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Mutual funds...........	$ 2,083	$ -	$ (8)	$ 2,075	$ 2,039	$ 8	$ -	$ 2,047
Mortgage-backed securities:								
FHLMC..............	76,198	-	(2,237)	73,961	128,217	68	(405)	127,880
FNMA...............	134,860	-	(4,589)	130,271	167,045	194	(577)	166,662
Total mortgage-backed securities...........	211,058	-	(6,826)	204,232	295,262	262	(982)	294,542
FNMA debenture.........	5,147	-	(66)	5,081	-	-	-	-
Total securities.......	218,288	-	(6,900)	211,388	297,301	270	(982)	296,589
Loans receivable:								
Residential 1-4 units..............	-	-	-	-	82,073	1,864	-	83,937
Home equity loans....	27,866	278	-	28,144	24,339	243	-	24,582

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Total loans receivable..........	27,866	278	-	28,144	106,412	2,107	-	108,519
	$ 246,154	$ 278	$ (6,900)	$ 239,532	$ 403,713	$ 2,377	$ (982)	$ 405,108

</TABLE>

Note D - Securities Held to Maturity

The Company's securities held to maturity portfolio is as follows:

(In thousands)

<TABLE>
<CAPTION>

	March 31, 1994				September 30, 1993			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Municipal securities..........	$ 243	$ -	$ (3)	$ 240	$ 277	$ 4	$ -	$ 281
Collateralized mortgage obligations.........	29,260	-	(905)	28,355	29,352	223	(27)	29,548
Mortgage-backed securities:								
FHLMC............	80,868		(3,511)	77,357	75,898	-	(450)	75,448
FNMA.............	201,939	-	(8,405)	193,534	115,319	62	(346)	115,035
Total mortgage-backed securities..........	282,807	-	(11,916)	270,891	191,217	62	(796)	190,483
	$ 312,310	$ -	$ (12,824)	$ 299,486	$ 220,846	$ 289	$ (823)	$ 220,312

</TABLE>

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements

Note E - Earnings Per Share

The following table summarizes the calculation of primary and fully diluted earnings per share for the periods indicated:

(Dollars in thousands, except per share data)
<TABLE>
<CAPTION>

	Three Months Ended March 31,		Six Months Ended March 31,	
Primary Earnings Per Share:	1994	1993	1994	1993
<S>	<C>	<C>	<C>	<C>
Income before cumulative effect of accounting change......................	$ 929	$ 2,741	$ 2,440	$ 2,999
Cumulative effect of accounting change....	-	-	-	7,327
Dividends on cumulative convertible preferred stock........................	(297)	-	(600)	-
Preferred dividends in arrears............	-	(297)	-	(600)
Net income available for primary shares...............................	$ 632	$ 2,444	$ 1,840	$ 9,726
Average number of common shares outstanding............................	3,674,996	3,536,921	3,620,468	3,535,930
Common stock equivalents of stock options................................	210,911	138,411	227,046	114,702
	3,885,907	3,675,332	3,847,514	3,650,632

Income before cumulative effect of

accounting change.......................	$ 0.24	$ 0.74	$ 0.64	$ 0.84
Cumulative effect of accounting change....	-	-	-	1.98
Dividends on cumulative convertible preferred stock.........................	(0.08)	-	(0.16)	-
Preferred dividends in arrears............	-	(0.08)	-	(0.16)
Net income.............................	$ 0.16	$ 0.66	$ 0.48	$ 2.66
Fully Diluted Earnings Per Share:(a)				
Income before cumulative effect of accounting change.......................	$ 929	$ 2,741	$ 2,440	$ 2,999
Cumulative effect of accounting change....	-	-	-	7,327
Interest expense on convertible subordinated debentures, net of taxes...	230	227	457	454
Net income available for fully diluted shares...............................	$ 1,159	$ 2,968	$ 2,897	$ 10,780
Average shares outstanding:				
Average number of common shares outstanding...................	3,674,996	3,536,921	3,620,468	3,535,930
Common stock equivalents of stock options..............................	213,433	137,489	237,530	132,186
Average shares assumed to be issued for:				
Cumulative convertible preferred stock..............................	1,138,000	1,138,000	1,138,000	1,138,000
Average preferred dividends in arrears............................	-	317,922	-	419,649
Convertible subordinated debentures...	704,574	710,921	707,782	710,921
	5,731,003	5,841,253	5,703,780	5,936,686
Income before cumulative effect of accounting change.....................	$ 0.20	$ 0.51	$ 0.51	$ 0.58
Cumulative effect of accounting change..	-	-	-	1.23
Net income...........................	$ 0.20	$ 0.51	$ 0.51	$ 1.81

(a) Debt and equity securities were anti-dilutive for the three and six months ended March 31, 1994 and are included for presentation purposes only.
</TABLE>

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements

Note F - Supplemental Cash Flow Information

<TABLE>
<CAPTION>

	Six Months Ended March 31, 1994	1993
<S>	<C>	<C>
Cash paid during the period for:		
Interest (net of amount capitalized)................	$ 29,493	$ 33,772
Income taxes..	2,287	3,855
Supplemental schedule of non-cash investing and financing activities:		
Exchange of loans for mortgage-backed securities.....	$ 77,330	$ 57,441
Increase in assets available for sale................	3,876	518,511
Assets acquired through foreclosure and repossession.	10,698	16,591
Mortgage loans originated to finance the sale of foreclosed real estate............................	4,575	13,011

</TABLE>

Note G - Income Taxes

Included in other assets at March 31, 1994 is a net deferred tax asset of $1.6 million. The tax effects of the material temporary differences that comprise the net deferred tax asset are as follows:

(In thousands)

Deferred Tax Assets:	
Allowance for losses on loans and investments in real estate....	$ 7,336
Employee benefit plans..	583
Other...	168
	8,087
Deferred Tax Liabilities:	
Depreciation expense..	(2,626)
Change in tax accounting method...............................	(1,554)
Deferred loan fee income......................................	(1,047)
FHLB stock dividends..	(1,304)
	(6,531)
Net Deferred Tax Asset..	$ 1,556

The Company believes that it has paid sufficient taxes in prior carryback years which will enable it to recover the net deferred tax asset and therefore no valuation allowance as defined by FAS 109 "Accounting for Income Taxes" is required at March 31, 1994.

Income tax expense of the Company differs from the amounts computed by applying the United States federal income tax rate of 34 percent to income before income taxes because of the following:

<TABLE>
<CAPTION>

	Six Months Ended March 31,	
	1994	1993
<S>	<C>	<C>
Income tax expense at statutory federal rate.................	34.0%	34.0%
Increase (decrease) in income tax rate resulting from:		
Tax exempt income...	(3.6)	(2.8)
Amortization of costs in excess of fair value of net assets acquired............................	2.6	2.2
State income taxes..	1.2	1.6
Change in net deferred tax asset..........................	2.2	1.0
Other...	2.0	0.8
Effective tax rate..	38.4%	36.8%

</TABLE>

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition

and Results of Operations

Results of Operations

The Company had net income of $929,000 or earnings per share of $0.16 for the second quarter of fiscal 1994 compared to net income for the same period a year ago of $2.7 million or primary earnings per share of $0.66 ($0.51 fully diluted). For the six months ended March 31, 1994, the Company's net income was $2.4 million or earnings per share of $0.48. This compared to net income for the same period a year ago of $10.3 million or primary earnings per share of $2.66 ($1.81 fully diluted) which included income of $7.3 million representing the cumulative effect of a change in the method of accounting for income taxes pursuant to the Company's adoption of FAS 109. Excluding this adjustment, net income for the first six months of fiscal 1993 would have been $3.0 million or primary earnings per share of $0.68 ($0.58

fully diluted).

Total provisions for losses relating to loans and assets classified as investments in real estate decreased to $82,000 and $445,000 for the three and six months ended March 31, 1994 compared to $2.2 million and $6.9 million for the same three and six month periods a year ago.

Total other income was $1.5 million and $4.3 million for the three and six months ended March 31, 1994 compared to $4.4 million and $6.4 million for the comparable three and six month periods a year ago. Net realized and unrealized security transaction losses on mortgage-backed securities and loans were $902,000 and $72,000 for the three and six month periods ended March 31, 1994 compared to net gains of $1.9 million and $1.8 million for the same three and six month periods a year ago.

Total other expenses, exclusive of real estate operations, net, were $10.4 million and $20.2 million for the three and six months ended March 31, 1994 compared to $10.3 million and $20.7 million for the same three and six month periods a year ago.

Real estate operations, net, produced income of $1.4 million and $2.8 million for the three and six months ended March 31, 1994 compared to $2.1 million and $5.4 million for the same three and six month periods a year ago.

Results of Operations - Net Interest Income

The principal source of recurring income for BancFlorida, a Federal Savings Bank ("BancFlorida" or the "Bank") is the difference between interest earned on loans and investments and interest paid on deposits and borrowings. Net interest income is affected by both interest rates and the volume of interest earning assets and interest bearing liabilities.

Net interest income was $9.2 million and $17.2 million for the three and six months ended March 31, 1994 compared to $9.6 million and $17.9 million for the same three and six month periods a year ago.

Total interest income decreased to $23.9 million and $47.4 million for the three and six months ended March 31, 1994 from $26.1 million and $51.6 million for the same three and six month periods a year ago. During the current three and six month periods, the Company has experienced lower interest income due to the decline in interest rates on loans originated and mortgage-backed securities purchased during the previous year.

Total interest expense decreased to $14.7 million and $30.1 million for the three and six months ended March 31, 1994 from $16.5 million and $33.7 million during the same three and six month periods a year ago. The decrease is attributable to the Company's further concentration of replacing higher cost certificates of deposit and FHLB advances with lower cost transaction accounts. The level of transaction accounts has increased $54 million between March 31, 1993 and March 31, 1994 from $443 million at March 31, 1993 to $497 million at March 31, 1994.

The table below indicates the impact that changes in interest rates have had on the Company's interest rate spread and net interest income for the periods indicated.

Net Interest Spread/Income Analysis
(Dollars in thousands)

Quarter Ended	Yield on Earning Assets	Cost of Funds	Net Spread During the Period	Net Interest Income
March 31, 1993...........	7.53%	4.68%	2.85%	$ 9,638
June 30, 1993............	6.89	4.53	2.36	7,826
September 30, 1993........	6.90	4.46	2.44	8,538
December 31, 1993.........	6.76	4.29	2.47	8,068
March 31, 1994...........	6.93	4.16	2.77	9,175

The following tables presents net interest income of the Company by its major components:

<TABLE>
<CAPTION>

For the Three Months Ended March 31,

	1994			1993		
<S>	Average Balance <C>	Average Rate <C>	Income or Expense <C>	Average Balance <C>	Average Rate <C>	Income or Expense <C>
			(Dollars in thousands)			
Interest earning assets:						
Loans and mortgage-backed securities (a).....	$1,354,933	6.97%	$ 23,614	$1,357,270	7.59%	$ 25,763
Investments................	26,381	4.61	300	29,968	4.82	356
Total interest earning assets.	$1,381,314	6.93%	$ 23,914	$1,387,238	7.53%	$ 26,119
Interest bearing liabilities:						
Deposits...................	$1,220,436	3.88%	$ 11,688	$1,187,630	4.45%	$ 13,038
Borrowings.................	216,512	5.71	3,051	238,386	5.86	3,443
Total interest bearing liabilities................	$1,436,948	4.16%	$ 14,739	$1,426,016	4.68%	$ 16,481
Interest rate spread..........		2.77%			2.85%	
Net yield on interest earning assets (b)..........		2.66%			2.78%	

</TABLE>

(a) Includes non-performing loans.
(b) Annualized net interest income divided by average interest earning assets.

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition

and Results of Operations

<TABLE>
<CAPTION>

	For the Six Months Ended March 31, 1994			1993		
	Average Balance	Average Rate	Income or Expense	Average Balance	Average Rate	Income or Expense
<S>	<C>	<C>	<C>	<C>	<C>	<C>
			(Dollars in thousands)			
Interest earning assets:						
Loans and mortgage-backed securities (a).....	$1,362,529	6.86%	$ 46,786	$1,332,746	7.60%	$ 50,655
Investments................	25,157	4.63	583	44,668	4.06	903
Total interest earning assets.	$1,387,686	6.79%	$ 47,369	$1,377,414	7.49%	$ 51,558
Interest bearing liabilities:						
Deposits....................	$1,199,561	3.93%	$ 23,531	$1,175,762	4.55%	$ 26,690
Borrowings..................	232,133	5.70	6,595	236,333	5.91	6,970
Total interest bearing liabilities................	$1,431,694	4.22%	$ 30,126	$1,412,095	4.78%	$ 33,660
Interest rate spread..........		2.57%			2.71%	
Net yield on interest earning assets (b)..........		2.49%			2.60%	

</TABLE>

(a) Includes non-performing loans.
(b) Annualized net interest income divided by average interest earning assets.

The effect on net interest income due to changes in interest rates, interest earning assets, and interest bearing liabilities is shown below. The change due to volume is computed by multiplying the change in the average balance of funds employed while holding interest rates steady. The change due to rate is computed by multiplying the change in interest rates while holding the volume of funds steady. For purposes of this table, changes attributable to both rate and volume which cannot be segregated have been allocated proportionately to volume and to rate.

<TABLE>
<CAPTION>

RATE/VOLUME ANALYSIS

	Three Months Ended March 31, 1994 vs. 1993 Increase (Decrease) Due To			Six Months Ended March 31, 1994 vs. 1993 Increase (Decrease) Due To		
(In thousands)	RATE	VOLUME	TOTAL	RATE	VOLUME	TOTAL
INTEREST EARNING ASSETS:						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Mortgage loans (a)...........	$ (2,533)	$ 747	$ (1,786)	$ (5,301)	$ 2,199	$ (3,102)
Other loans..................	785	(1,148)	(363)	1,158	(1,925)	(767)
Total loans................	(1,748)	(401)	(2,149)	(4,143)	274	(3,869)
Investments..................	(15)	(41)	(56)	322	(642)	(320)
Total....................	(1,763)	(442)	(2,205)	(3,821)	(368)	(4,189)

INTEREST BEARING LIABILITIES:

Transaction accounts........	(959)	669	(290)	(2,111)	1,369	(742)
Certificates................	(639)	(421)	(1,060)	(1,386)	(1,031)	(2,417)
Total deposits............	(1,598)	248	(1,350)	(3,497)	338	(3,159)
FHLB advances...............	480	(452)	28	301	(148)	153
Other borrowings............	(287)	(133)	(420)	(412)	(116)	(528)
Total borrowings..........	193	(585)	(392)	(111)	(264)	(375)
Total...................	(1,405)	(337)	(1,742)	(3,608)	74	(3,534)
NET CHANGE IN NET INTEREST INCOME.........	$ (358)	$ (105)	$ (463)	$ (213)	$ (442)	$ (655)

</TABLE>

(a) Includes non-performing loans and mortgage-backed and related securities.

BANCFLORIDA FINANCIAL CORPORATION AND SUBSIDIARIES

Management's Discussion and Analysis of Financial Condition

and Results of Operations

Results of Operations - Other

Total other income was $1.5 million and $4.3 million for the three and six months ended March 31, 1994 compared to $4.4 million and $6.4 million for the comparable periods a year ago.

Included in total other income during the current quarter were net losses of $482,000 on the sales of $84.7 million of mortgage-backed securities and loans. In addition the Company had an unrealized loss of $420,000 on its trading securities during this quarter. This compares to net gains of $1.9 million on the sales of $90 million of mortgage-backed securities in the quarter ended March 31, 1993.

Included in total other income for the six months ended March 31, 1994 were net gains of $115,000 on the sales of $170.5 million of mortgage-backed securities and loans as well as a $187,000 unrealized loss on its trading securities portfolio. This compares to a net gain of $1.8 million on the sales of $387.6 million of mortgage-backed securities and loans in the previous year.

Loan servicing fees totaled $281,000 for the three months ended March 31, 1994 compared to $620,000 for the same period a year ago. Included in loan servicing fees are the amortizations of excess servicing fees ("ESF") relating to loans serviced for others and of purchased mortgage servicing rights ("PMSR") relating to the fees paid to acquire a mortgage loan servicing portfolio. These amortizations reduced loan servicing fees by $524,000 and $255,000 during the three months ended March 31, 1994 and 1993, respectively. Also reducing loan servicing fees during the three months ended March 31, 1994 were writedowns of $84,000 on the Bank's ESF and PMSR portfolios. There was no related writedown during the same three month period a year ago. These writedowns were necessitated by the accelerated prepayments on the underlying mortgage loans that comprise these portfolios.

For the six months ended March 31, 1994 and 1993 loan servicing fees totaled $245,000 and $759,000, respectively. Included in loan servicing fees during these six month periods are the amortizations of the Bank's ESF and PMSR portfolios of $959,000 and $552,000, respectively. In addition, writedowns on these portfolios were $584,000 and $500,000, respectively, during these six month periods. At March 31, 1994 the estimated values of the Bank's ESF and PMSR portfolios which are reported in other assets, were $1.1 million and $3.2 million, respectively.

Service charges on deposit accounts totaled $1.4 million for each of the three months ended March 31, 1994 and 1993. For the six months ended March 31, 1994 and 1993 these same fees totalled $3.1 million and $2.8 million. The increase in the deposit account fee income is due to the continued emphasis on obtaining transaction accounts rather than higher cost certificate accounts.

The following table summarizes the major components of miscellaneous other income for the periods indicated:

<TABLE>
<CAPTION>

(In thousands)	Three Months Ended March 31, 1994	Three Months Ended March 31, 1993	Six Months Ended March 31, 1994	Six Months Ended March 31, 1993
<S>	<C>	<C>	<C>	<C>
Mortgage loan application fees........	$ 114	$ 207	$ 210	$ 275
Income from investment subsidiary agency relationship.................	238	221	467	444
Late payment fees.....................	132	132	252	321
Other, net............................	150	10	174	11
Other income........................	$ 634	$ 570	$ 1,103	$ 1,051

</TABLE>

Total other expenses, including real estate operations, net, were $9.0 million and $17.3 million for the three and six months ended March 31, 1994 compared to $8.2 million and $15.3 million for the same periods a year ago. Excluding real estate operations, net, total other expenses were $10.4 million and $20.2 million for the three and six months ended March 31, 1994 compared to $10.3 million and $20.7 million for the same periods a year ago. The decrease in total other expenses excluding real estate operations, net, during the current six month period is primarily attributable to occupancy and miscellaneous other expenses relating to the operations of five properties in real estate owned subsidiaries that had been sold prior to the current six month periods.

Real estate operations, net, produced income of $1.4 million and $2.8 million for the three and six months ended March 31, 1994 compared to $2.1 million and $5.4 million for the same three and six month periods a year ago. Provisions charged to real estate operations were $82,000 and $170,000 for the three and six months ended March 31, 1994 compared to $621,000 and $2.7 million for the same three and six months period a year ago. However, for the six months ended March 31, 1993, real estate operations, net, included a $2.7 million gain recognized from the sale of a motel owned by a subsidiary of the Bank. In addition, income from real estate owned properties decreased by $1.1 million and $2.5 million during the three and six months ended March 31, 1994 compared to the same three and six month periods a year ago. This was due to the sale of five properties in real estate owned subsidiaries that had been sold prior to fiscal 1994 and the sale of one subsidiary property during the first quarter of fiscal 1994.

The following table summarizes the major components of total other expenses:
<TABLE>

	Three Months Ended March 31,		Six Months Ended March 31,	
(In thousands)	1994	1993	1994	1993
<S>	<C>	<C>	<C>	<C>
Compensation and benefits......................	$ 4,723	$ 4,467	$ 9,358	$ 8,884
Direct loan origination costs..................	(409)	(364)	(932)	(912)
Real estate owned subsidiaries only............	70	404	254	843
Total compensation and benefits............	4,384	4,507	8,680	8,815
Real estate operations, net....................	(124)	(123)	(909)	(336)
Provision charged to real estate operations....	82	621	170	2,662
Gain on sale of real estate owned..............	(1,042)	(1,207)	(1,365)	(4,579)
Real estate owned subsidiaries only............	(343)	(1,437)	(719)	(3,182)
Total real estate operations, net..........	(1,427)	(2,146)	(2,823)	(5,435)
Occupancy......................................	1,600	1,482	3,062	2,836
Real estate owned subsidiaries only............	272	721	555	1,899
Total occupancy............................	1,872	2,203	3,617	4,735
Advertising and promotion......................	282	243	602	440
Real estate owned subsidiaries only............	13	18	59	42
Total advertising and promotion............	295	261	661	482
Federal insurance premium......................	946	970	1,924	1,736
Data processing................................	486	425	912	847
Other expenses.................................	2,237	1,571	4,037	3,199
Real estate owned subsidiaries only............	313	453	525	1,104
Direct loan origination costs..................	(90)	(82)	(201)	(186)
Other expenses..............................	2,460	1,942	4,361	4,117
Total other expenses........................	$ 9,016	$ 8,162	$17,332	$15,297

</TABLE>

Classified Assets

BancFlorida regularly reviews problem assets to determine the adequacy of the loss reserves based on information such as collectibility, collateral values and economic conditions. In addition, the classification of assets, delinquency experience and status of non-performing assets are monitored through an on-going management process.

The Bank's internal asset review system is designed to provide for early detection of problem assets. The Bank's policy provides for the classification of assets as satisfactory, special mention, substandard, doubtful and loss. Substandard assets consist of performing and non-performing loans, loans to facilitate, real estate acquired through foreclosure ("REO"), and other repossessed assets. The allowances are reviewed and updated quarterly based on historical loss experience and current economic conditions. Although this system will not eliminate future losses due to unanticipated declines in the real estate market or economic downturns, it is designed to provide for timely identification of those losses.

The following table sets forth the Company's classified assets at March 31, 1994, December 31, 1993 and September 30, 1993 pursuant to federal regulations as follows:

<TABLE>
<CAPTION>
(In thousands)

	March 31, 1994	December 31, 1993	September 30, 1993
Substandard Loans			
Performing			
Commercial real estate..........	$ 11,331	$ 11,369	$ 16,932
Construction....................	2,693	3,852	3,829
Commercial......................	2,027	2,061	2,567
Agricultural....................	5,466	5,822	3,138
Total performing.............	21,517	23,104	26,466
Non-performing			
Residential.....................	3,242	3,310	3,311
Commercial real estate..........	15,569	14,503	16,522
Construction....................	7,251	7,642	7,928
Commercial......................	2,564	3,429	2,979
Agricultural....................	4,764	5,029	17,057
Consumer........................	329	355	399
Total non-performing..........	33,719	34,268	48,196
Substandard loans................	55,236	57,372	74,662
Other Substandard Assets			
Loans to facilitate..............	9,619	9,637	9,677
Real estate acquired through foreclosure.....................	47,885	49,169	44,370
Other repossessed assets..........	170	232	449
Other substandard assets, net...	57,674	59,038	54,496
Total substandard assets, net...	112,910	116,410	129,158
Loss			
Commercial real estate...........	25	-	-
Construction.....................	1,924	1,825	1,825
Commercial.......................	1,145	1,100	1,384
Agricultural.....................	1,650	1,800	4,500
Less specific reserves...........	(4,744)	(4,725)	(7,709)
Assets classified loss, net.....	-	-	-
Total classified assets, net....	$ 112,910	$ 116,410	$ 129,158
Percent of total assets.........	7.32%	7.62%	8.33%

</TABLE>

Substandard assets decreased $3.5 million during the second quarter of fiscal 1994 to $112.9 million at March 31, 1994. Total non-performing loans and other substandard assets, net, declined by $1.9 million during the current quarter to $91.4 million, net, at March 31, 1994.

The following table summarizes the change in non-performing assets for the three months ended March 31, 1994.

(In thousands)

<TABLE>
<CAPTION>

<S>	Non-Performing Loans <C>	REO & Loans to Facilitate <C>	Other Repossessed Assets <C>	Total Non-Performing Assets <C>
At December 31, 1993.....	$ 34,268	$ 58,806	$ 232	$ 93,306
Additions..............	5,603	106	100	5,809
Loans transferred to REO...............	(1,940)	1,940	-	-
Writedowns.............	(283)	(185)	(56)	(524)
Loans brought current or paid in full.....	(3,879)	-	-	(3,879)
Sold...................	-	(2,742)	(106)	(2,848)
Other decrease.........	(50)	(421)	-	(471)
At March 31, 1994........	$ 33,719	$ 57,504	$ 170	$ 91,393

</TABLE>

Special mention loans are those which are current under the terms of their respective loan agreements. However, due to potential credit weaknesses, the loans merit management's close attention. At March 31, 1994, such loans totaled $58.2 million compared to $63.0 million at December 31, 1993 and $55.5 million at September 30, 1993. The decrease in the current three month period is attributable to the payments on three loans totaling $2.5 million and the downgrade to non-performing of two loans totaling $2.3 million. Management believes it has identified all potential problem loans at March 31, 1994. However, included in loans classified substandard and special mention are a total of $79.7 million of performing loans where known information about possible credit problems of borrowers has caused management to have doubts as to the ability of such borrowers to comply with the present loan repayment terms and which may result in these loans becoming non-performing in subsequent periods. These same loans totaled $86.1 million at December 31, 1993 and $81.9 million at September 30, 1993. The ultimate resolution of the Bank's substandard and non-performing assets will be highly dependent upon economic conditions in the Bank's primary market area.

Allowance and Provision for Losses on Assets

The Company has a policy regarding the allowances for loan losses and valuation of investments in real estate which, in management's judgment, provides the level of allowances and write-downs appropriate to absorb potential losses in these portfolios. The policy is based on a review of both individual loans and real estate properties and various factors affecting the portfolios generally, including historical loss experience, economic conditions and trends. The following is a summary of activity in the allowance for loan losses for the periods indicated.

(In thousands)	Three Months Ended March 31, 1994	Three Months Ended March 31, 1993	Six Months Ended March 31, 1994	Six Months Ended March 31, 1993
Balance, beginning of period........	$ 22,472	$ 29,522	$ 26,701	$ 28,981
Provisions charged to operations..	-	1,572	275	4,244
Recoveries........................	577	63	632	120
Charge-offs	(814)	(710)	(5,373)	(2,898)
Balance, end of period............	$ 22,235	$ 30,447	$ 22,235	$ 30,447

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For the quarter ended March 31, 1994, the Bank did not post provisions for loan losses compared to $1.6 million for the same period a year ago. Provisions for assets classified as investments in real estate totaled $82,000 in the second quarter of fiscal 1994 compared to $621,000 for the same period a year ago. For the six months ended March 31, 1994 and 1993 provisions for loan losses were $275,000 and $4.2 million, respectively, and provisions for assets classified as investments in real estate were $170,000 and $2.7 million, respectively. The decrease in total provisions during the current periods reflects the overall improvement in the Bank's level of classified assets which have decreased 32% from $165.9 million at March 31, 1993 to $112.9 million at March 31, 1994.

Recoveries totaled $577,000 and $632,000 for the three and six months ended March 31, 1994 compared to $63,000 and $120,000 for the same periods a year ago. The current three and six month periods included a $385,000 court awarded judgement for legal and other expenses incurred by the Bank in a lawsuit regarding the Bank's discontinued builder program.

Charge-offs during the current quarter included $200,000 relating to specific reserves on an agricultural loan transferred to REO which during the period. In addition, $107,000 of specific and general reserves transferred to REO related to loans foreclosed during the current period and $206,000 related to losses on unsecured consumer loans and repossessed assets. During the same three month period a year ago charge-offs included $509,000 related to losses on unsecured consumer loans and repossessed assets.

For the six months ended March 31, 1994 charge-offs included $2.9 million of specific reserves relating to two loans transferred to REO, $556,000 of general and specific reserves related to other loans transferred to REO and $565,000 related to losses on unsecured consumer loans and repossessed assets. For the same six month period a year ago charge-offs included $1.2 million in specific reserves on five loans transferred to REO and $1.2 million related to losses on unsecured consumer loans and repossessed assets.

Based on its assessment of the Bank's loan and real estate owned portfolios, management believes that the level of allowances and write-downs are adequate to cover potential losses. However, management will continue to monitor the economic environment and assess future stability of the loan and real estate owned portfolios in order to determine the need for additional reserves.

Total allowance for loan losses as a percent of classified assets are shown below for the periods indicated.

Quarter Ended	Percent
March 31, 1993.................	17.21%
September 30, 1993.............	19.51%
March 31, 1994.................	18.90%

Included in the Company's loan portfolio are various loans identified as non-performing loans (loans that have ceased to accrue interest income) and restructured loans (loans in which concessions, including reduction of interest rates or deferral of interest or principal payments, have been granted to borrowers due to their financial condition). A summary of these types of loans is as follows:

(In thousands)	March 31, 1994	March 31, 1993
Non-performing loans...............	$ 33,719	$ 32,360
Restructured loans.................	$ 5,783	$ 10,330

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The following table summarizes the interest income which would have been recorded under the original terms of non-performing and restructured loans at March 31, 1994 and 1993 and the interest income actually recognized for the periods indicated:

(In thousands)	Six Months Ended March 31, 1994	Six Months Ended March 31, 1993
Interest income which would have been recorded...............	$ 2,258	$ 4,087
Interest income recognized.........	(535)	(695)
Interest income foregone...........	$ 1,723	$ 3,392

At March 31, 1994 there were no outstanding commitments to lend additional funds to borrowers with non-performing or restructured loans.

Asset/Liability Management

The table below sets forth the major balance sheet categories and the dollar amounts which are rate sensitive and are estimated to reprice within the periods specified. The approximate contractual repayment data, adjusted for amortization and anticipated prepayments or, for adjustable rate and floating-rate instruments, repricing date, at March 31, 1994 are reflected below for BancFlorida. The table does not address the degree to which repricing mechanisms are subject to limitations and thus may not reflect completely the ability of the assets to adjust to changes in market interest rates. The interest rate sensitivity of the Bank's assets and liabilities illustrated in the table would vary if significantly different assumptions were used or if actual experience differs from the prepayment assumptions used.

<TABLE>
<CAPTION>

BancFlorida, a Federal Savings Bank
GAP Position
March 31, 1994
(Dollars in thousands)

<S>	6 Months or Less <C>	7 - 12 Months <C>	1 - 3 Years <C>	3 - 5 Years <C>	5 Years or More <C>	Total <C>
Loans (a).......	$ 583,164	$ 195,035	$ 295,811	$ 128,668	$ 110,967	$ 1,313,645
Investments.....	18,589	1,081	45	-	16,429	36,144
Total.......	601,753	196,116	295,856	128,668	127,396	1,349,789
Deposits (b)....	489,628	259,802	310,406	118,919	53,891	1,232,646
Borrowings......	74,112	70,020	60,385	410	2,618	207,545
Total......	563,740	329,822	370,791	119,329	56,509	1,440,191
Non-cumulative gap position..	$ 38,013	$(133,706)	$ (74,935)	$ 9,339	$ 70,887	$ (90,402)
Cumulative gap position..	$ 38,013	$ (95,693)	$(170,628)	$(161,289)	$ (90,402)	$ (90,402)
Cumulative % to total assets..	2.47%	(6.22%)	(11.09%)	(10.48%)	(5.87%)	(5.87%)

</TABLE>

(a) Includes all mortgage-backed and related securities. The amounts shown reflect prepayment assumptions.

(b) For presentation purposes, 10% of regular savings accounts are assumed to reprice in each of the six months or less and seven to twelve months categories, and 20% of interest bearing transaction deposit accounts are assumed to reprice in each of such categories. Money market deposit accounts are assumed to reprice within six months or less. Historically, regular savings and interest bearing transaction deposit accounts are considered long term and non-rate sensitive.

The Bank's cumulative six-month gap as a percent of total assets was a positive 2.47% at March 31, 1994 compared to a negative 13.35% at September 30, 1993, and the cumulative one year gap was negative 6.22% at March 31, 1994 compared to a negative 14.99% at September 30, 1993. The movement to a positive six month gap position and the decrease in the negative one year gap position are attributable to a change in the first quarter in the reporting methodology to include mortgage-backed securities designated for trading or available for sale in the first maturity period.

For a savings bank with a negative gap for a given period, the amount of its interest bearing liabilities maturing or otherwise repricing within such period exceeds the amount of the interest earning assets repricing within the same period. Accordingly, in a declining interest rate environment, institutions with a negative gap will experience a greater decline in their cost of funds than in the yield on their assets. Conversely, in a rising interest rate environment, savings institutions with a negative gap will generally experience a greater increase in the cost of their liabilities than in the yield on their assets. A rising interest rate environment imposes risks on institutions with a negative gap because the cost of liabilities will accelerate at a greater rate than the income earned on assets during the relevant period. Changes in interest rates will generally have the opposite effect on savings banks with a positive gap.

Liquidity

Liquidity management encompasses the maintenance of cash or liquid assets (such as assets available for sale and interest bearing deposits) sufficient to fund the normal volume of deposit withdrawals and loan commitments. The maintaining of an appropriate level of liquid resources to meet not only regulatory requirements but also to provide the funding necessary to meet the Bank's business activities and obligations is an integral element in the successful management of the Bank's assets.

Federal regulations currently require that Savings Association Insurance Fund insured savings banks, such as the Bank, maintain an average daily balance for each calendar month of cash and certain marketable securities which are not committed (as determined by the Office of Thrift Supervision ("OTS") Director) of no less than 5% of net withdrawable accounts and borrowings with maturities of one year or less. The liquidity requirement may be changed from time to time by the OTS to any percentage within the range of 4% to 10%. During March 1994, the Bank's liquidity ratio was 5.1%.

The primary sources of funds for BancFlorida have been repayments of loans and mortgage-backed securities, sales of loans and securities, customer deposits, and borrowings from the FHLB of Atlanta. The principal uses of funds are the origination of loans and the purchase of mortgage-backed securities. Deposits are priced as a function of funding needs with respect to liquidity, market conditions, alternative borrowings and borrowing rates. For the three and six months ended March 31, 1994, FHLB advances decreased by $7 million and $73 million, respectively, whereas total customer deposits increased by $19.9 million and $78.5 million, respectively. The mix of deposit accounts, FHLB advances and other borrowings at any given time reflects management's view of the least costly source of funds available to the Bank at that time.

For the three months ended March 31, 1994, proceeds from the sales of loans and mortgage-backed securities totaled $84.7 million compared to $89.6 million for the same three month period a year ago. For the six months ended March 31, 1994 and 1993 proceeds from these same sales totaled $170.5 million and $387.6 million, respectively. Proceeds from the sales during fiscal 1994 were used to pay off FHLB advances as well as reinvest in mortgage-backed securities totaling $161.9 million. During fiscal 1993, the proceeds from these sales were primarily reinvested in mortgage-backed securities totaling $360.8 million. At March 31, 1994 and 1993 mortgage-backed securities totaling $20.8 million and $30.7 million, respectively, qualified for regulatory liquidity. As part of the Bank's interest rate risk management program, mortgage-backed securities are now purchased with shorter average lives than those mortgage-backed securities historically held by the Bank. In addition these securities have relatively higher anticipated prepayment rates. While there has been some decrease in yield on these securities, the cash flows received from the securities provide a significant funding source for lending opportunities as well as protecting against the potential risk of rising rates by shortening the overall average life of the portfolio.

Loan originations and mortgage-backed securities purchases totaled $198 million for the three months ended March 31, 1994 compared to $393 million for the same three month period a year ago.

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Capital Resources

The Bank is required to satisfy three separate capital standards under currently applicable OTS regulations. The following table shows the capital amounts and ratios of BancFlorida as compared to OTS requirements at March 31, 1994.

<TABLE>
<CAPTION>

(In thousands)	Actual Capital		Current Minimum Requirement		
	Amount	As a % of Applicable Assets	Amount	As a % of Applicable Assets	Excess Capital
<S>	<C>	<C>	<C>	<C>	<C>
Capital per BancFlorida financial statements..........	$ 87,118				
Adjustments for tangible and core capital:					
Goodwill......................	(2,411)				
Investments in and advances to non-permissible subsidiaries................	(1,140)				
Non-qualifying purchased mortgage servicing rights...	(288)				
Total tangible capital..........	83,279	5.41%	$23,071	1.50%	$60,208
Supervisory goodwill (a)......	2,179				
Total core capital.............	85,458	5.56%	$46,141	3.00%	$39,317
Adjustments for risk-based capital:					
Allowance for general loan losses......................	11,080				
Subordinated debt.............	2,247				
Equity risk investments required to be deducted.....	(859)				
Total risk-based capital........	$ 97,926	11.13%	$70,402	8.00%	$27,525

</TABLE>

(a) Qualifying supervisory goodwill is being phased out over the five year period ending December 31, 1994.

Pursuant to the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"), the federal banking agencies established, by regulation for each capital measure, the levels at which an insured institution is well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized, and requires insured institutions which fall below minimum capital standards to take prompt corrective action.

Under the prompt corrective action regulation adopted by the OTS, an institution is considered (i) "well capitalized" if the institution has a total risk-based capital ratio of 10% or greater, a Tier 1 or core capital to risk-weighted assets ratio of 6% or greater, and a leverage ratio of 5% or greater (provided that the institution is not subject to an order, written agreement, capital directive or prompt corrective action directive to meet and maintain a specific capital level for any capital measure); (ii) "adequately capitalized" if the institution has a total risk-based capital ratio of 8% or greater, a Tier 1 or core capital to risk-weighted assets ratio of 4% or greater, and a leverage ratio of 4% or greater (3% or greater if the institution is rated composite 1 in its most recent report of examination); (iii) "undercapitalized" if the institution has a total risk-based capital ratio that is less than 8%, a Tier 1 or core capital to risk-weighted assets ratio of less than 4%, or a leverage ratio that is less than 4% (3% if the institution is rated composite 1 in its most recent report of examination); (iv) "significantly undercapitalized" if the institution has a total risk-based capital ratio that is less than 6%, a Tier 1 or core capital to risk-weighted assets ratio that is less than 3%, or a leverage ratio that is less than 3%; and (v) "critically undercapitalized" if the institution has a ratio of tangible equity to total assets that is less than or equal to 2%. The regulation also permits the OTS to determine that a savings institution should be classified in a lower category based on other information, such as the institution's examination report, after written notice. In December 1993, the Bank received notification from the Federal Deposit Insurance Corporation that it is currently classified as well-capitalized based on its capital ratios at September 30, 1993.

At March 31, 1994, the Bank's total risk-based capital, Tier 1 risk-based capital, and leverage ratios were 11.13%, 9.71%, and 5.56%, respectively, which continued to exceeded the well-capitalized criteria; however, a Written Agreement, dated April 19, 1991, between the Bank and the OTS remains in effect.

FDICIA requires that the federal banking agencies amend their risk-based capital requirements to include components for interest rate risk, concentration of credit risk and the risk of non-traditional activities by June 19, 1993.

In August 1993, the OTS issued a final rule which adds an interest rate component to the OTS risk-based capital requirement effective January 1, 1994. The first time savings institutions will be required to incorporate interest rate risk ("IRR") into their risk-based capital calculation will be July 1, 1994. Under the rule, IRR is measured as the ratio of the greater of the increase or decline in net portfolio value resulting from a 200 basis point increase or decrease in market interest rates to the estimated economic value of assets, as calculated by an OTS model. A savings institution whose measured IRR exceeds 2% must deduct from total capital an IRR component equal to one-half of the difference between its measured IRR and 2%, multiplied by the estimated economic value of its total assets. Based upon financial data as of March 31, 1994, compliance with the new IRR measure will not have a material impact on the Bank's risk-based capital position.

FDICIA amended the threshold ratio for the qualified thrift lender ("QTL") test from 70% to 65% as measured on a monthly average basis in nine out of every 12 months. In order to maintain its QTL status the Bank expects to hold in portfolio existing qualifying loans and mortgage-backed securities, except those designated as available for sale. The Bank expects to rely on loan repayments as well as deposits for any loan funding needs.

PART II - OTHER INFORMATION

Item 4. Submission of Matters to a vote of Security Holders

a) The Company held its Annual Meeting of Stockholders on February 18, 1994. Represented at the meeting were 4,241,231 shares or 89.6% of total common and cumulative convertible preferred stock outstanding.

b) No response required in accordance with instruction 3 to Item 4.

c) The following matters were voted on at the meeting:

(i) Election of two directors for three-year terms.

NOMINEES	FOR	WITHHOLD AUTHORITY
Gerard A. McHale, Jr	4,210,566	30,665
Dale A. Myer	4,214,606	26,625

(ii) Ratification of the appointment of KPMG Peat Marwick as independent auditors.

FOR: 4,165,832 AGAINST: 34,876 ABSTAIN: 39,814

Item 5. Other Information

On April 22, 1994 the Company announced that it had scheduled a special meeting of stockholders for June 10, 1994 at 9:00 a.m. at the Company's headquarters in Naples, Florida. The record date for such meeting is May 2, 1994.

This meeting is being called to vote on a proposal to approve the Agreement and Plan of Mergers dated as of January 17, 1994 pursuant to which BancFlorida Financial Corporation will merge with and into First Union Corporation of Florida and BancFlorida, a Federal Savings Bank will merge with and into First Union National Bank of Florida.

Item 6. Exhibits and Reports on Form 8-K

a) Exhibit No. 10. Material Contracts

(i) Agreement Regarding Change in Control between the Company and Rudolf P. Guenzel dated as of November 8, 1993.

(ii) Agreement Regarding Change in Control between the Company and J. Michael Holmes dated as of November 8, 1993.

(iii) Agreement Regarding Change in Control between the Company and John A. Abbott dated as of November 8, 1993.

(iv) Agreement Regarding Change in Control between the Company and Dennis Reed dated as of November 8, 1993.

(v) Agreement Regarding Change in Control between the Company and W. Terrell Upson dated as of November 8, 1993.

(vi) Agreement Regarding Change in Control between the Company and William W. Flader dated as of November 8, 1993.

b) During the quarter ended March 31, 1994, the Company filed one Form 8-K. The Form 8-K dated January 17, 1994, in response to Item 5, announced the Agreement and Plan of Mergers among the Company, the Bank, First Union Corporation, First Union Corporation of Florida and First Union National Bank of Florida.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BANCFLORIDA FINANCIAL CORPORATION

Registrant

DATE: May 13, 1994 By: /s/ Rudolf P. Guenzel
Rudolf P. Guenzel,
President and Chief Executive Officer

DATE: May 13, 1994 By: /s/ J. Michael Holmes
J. Michael Holmes,
Secretary and Treasurer

Exhibit 10(i)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and RUDOLF P. GUENZEL, an individual resident of North Fort Myers, Florida (the "Executive").

WHEREAS, the Executive currently serves as President and Chief Executive Officer of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "bank")

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Company, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to 2.99 times the sum of:

a. the Executive's annual base salary paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark) 1274(d)

of the Code)
as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to allow for such vesting or acceleration; provided, however, if and

to the extent such acceleration of vesting or payment would cause the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Company or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation
5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Gerard McHale, Director

If to the Executive:

1807 Coral Circle
North Ft. Myers, Florida 33903

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Company during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Company to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Company or as a limitation of the right of the Company to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ Rudolf P. Guenzel
RUDOLF P. GUENZEL

BANCFLORIDA FINANCIAL CORPORATION,
a Delaware corporation

By: /s/ J. Michael Holmes
Its Secretary/Treasurer

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and RUDOLF P. GUENZEL, an individual resident of North Fort Myers, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of

BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined),

NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be the President and Chief Executive Officer of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by the President and Chief Executive Officer of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as the President and Chief Executive Office of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive. The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), the taking of any action by the

Bank which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1 shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
RUDOLF P. GUENZEL

BANK NAME:

By: _________________________

Attest:

____

Exhibit 10(ii)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and J. MICHAEL HOLMES, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive currently serves as Executive Vice President of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "Bank"); and

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but

may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Bank, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to two (2) times the sum of:

a. the Executive's annual base salary paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark)1274(d) of

the Code)
as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to

allow for such vesting or acceleration; provided, however, if and to the extent such acceleration of vesting or payment would cause the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Bank or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation
5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Rudolf P. Guenzel, President

If to the Executive:

1200 Goldfinch Way
Naples, Florida 33942

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Bank during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Bank to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Bank or as a limitation of the right of the Bank to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ J. Michael Holmes
J. MICHAEL HOLMES

BANCFLORIDA FINANCIAL CORPORATION
a Delaware corporation

By: /s/ Rudolf P. Guenzel
Its President and CEO

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and J. MICHAEL HOLMES, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined),

NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be an Executive Vice President of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by an Executive Vice President of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as Executive Vice President of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive. The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), the taking of any action by the Bank which would adversely affect the Executive's

participation in or materially reduce the Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1 shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
J. MICHAEL HOLMES

BANK NAME:

By: ________________________

Attest:

____

Exhibit 10(iii)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and JOHN W. ABBOTT, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive currently serves as Senior Vice President, Special Assets Division of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "Bank"); and

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but

may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Bank, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving, successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to two (2) times the sum of:

a. the Executive's annual base salary

paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark)1274(d) of the Code) as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to allow for such vesting or acceleration; provided, however, if and to the extent such acceleration of vesting or payment would cause

the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections

IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Bank or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation

5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Rudolf P. Guenzel, President

If to the Executive:

153 Edgemere Way South
Naples, FL 33999

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Bank during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Bank to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Bank or as a limitation of the right of the Bank to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ John W. Abbott
JOHN W. ABBOTT

BANCFLORIDA FINANCIAL CORPORATION
a Delaware corporation

By: /s/ Rudolf P. Guenzel
Its President and CEO

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and JOHN W. ABBOTT, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined),

NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be a Senior Vice President of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by a Senior Vice President of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as Senior Vice President of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive.
---------------------------- The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as

"Benefit Plans"), the taking of any action by the Bank which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1 shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this

Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
JOHN W. ABBOTT

BANK NAME:

By: _________________________

Attest:

____

Exhibit 10(iv)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and DENNIS REED, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive currently serves as Senior Vice President, Operations and Information Systems Division of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "Bank"); and

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but

may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Bank, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to the sum of:

a. the Executive's annual base salary paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark)1274(d) of the Code) as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any

such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to allow for such vesting or acceleration; provided, however, if and to the extent such acceleration of vesting or payment would cause the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Bank or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation
5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Rudolf P. Guenzel, President

If to the Executive:

907 Pitch Apple Lane
Naples, Florida 33963

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Bank during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Bank to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Bank or as a limitation of the right of the Bank to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ Dennis Reed
DENNIS REED

BANCFLORIDA FINANCIAL CORPORATION
a Delaware corporation

By: /s/ Rudolf P. Guenzel
Its President and CEO

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and DENNIS REED, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined),

NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be a Senior Vice President of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by a Senior Vice President of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as Senior Vice President of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive. The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), the taking of any action by the Bank which would adversely affect the Executive's participation in or materially reduce the

Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1 shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
DENNIS REED

BANK NAME:

By: ________________________

Attest:

____

EXHIBIT (v)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and WARREN T. UPSON, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive currently serves as Senior Vice President, Corporate Banking Division of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "Bank"); and

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Bank, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to the sum of:

a. the Executive's annual base salary paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark)1274(d) of the Code) as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to allow for such vesting or acceleration; provided, however, if and to the extent such acceleration of vesting or payment would cause the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid

in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section

IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Bank or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation
5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Rudolph P. Guenzel, President

If to the Executive:

1516-1 Mainsail Drive
Naples, Florida 33961

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Bank during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Bank to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Bank or as a limitation of the right of the Bank to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ Warren T. Upson
WARREN T. UPSON

BANCFLORIDA FINANCIAL CORPORATION
a Delaware corporation

By: /s/ Rudolf P. Guenzel
Its President and CEO

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and WARREN T. UPSON, an individual resident of Naples, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined), NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be a Senior Vice President of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by a Senior

Vice President of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as Senior Vice President of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive. The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), the taking of any action by the Bank which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the

vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1 shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
WARREN T. UPSON

BANK NAME:

By: _________________________

Attest:

____

Exhibit 10(vi)

AGREEMENT REGARDING CHANGE IN CONTROL

AGREEMENT (this "Agreement") dated as of the 8th day of November, 1993, between BANCFLORIDA FINANCIAL CORPORATION, a Delaware corporation having its principal place of business in Naples, Florida (the "Company") and WILLIAM FLADER, an individual resident of Bonita Springs, Florida (the "Executive").

WHEREAS, the Executive currently serves as Senior Vice President, Retail Banking Division of BancFlorida, a Federal Savings Bank, the Company's principal subsidiary (the "Bank"); and

WHEREAS, the Board of Directors of the Company (the "Board"), has determined that it is in the best interests of the Company and the Bank to assure that the Company and the Bank will have the continued services of the Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined hereafter); and

WHEREAS, upon the effectiveness of this Agreement, the Executive wishes to terminate the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank and to relinquish all of the Executive's rights thereunder,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Company and the Executive agree as follows:

I. Term of Agreement. This Agreement shall commence on the date set forth above and shall terminate on the date three (3) years from such date.

II. Definitions. Unless otherwise defined herein, the following terms shall have the meanings set forth below for purposes of this Agreement:

A. Change in Control. A "Change in Control" shall be deemed to occur: (i) on the date that the Board determines such a Change in Control to have occurred, or (ii) under such circumstances and at such time as the Board may in its reasonable discretion prospectively determine will constitute such a Change in Control, in either case to be evidenced by appropriate Board action and written communication to the Executive. Such a determination, once made, may not be rescinded by a newly constituted Board following a Change in Control, but

may later be rescinded or modified if the specific events identified as constituting a Change in Control have not occurred.

B. Code. "Code" shall mean the Internal Revenue Code of 1986.

III. Events Occurring on Change in Control.

A. Change in Control Payments. In the event of a Change in Control while the Executive is employed by the Bank, the Executive shall be entitled to the compensation provided in Section IV.A. of this Agreement.

B. Resignation and Subsequent Employment Agreement. In addition, in the event of such a Change in Control, and as a condition to receipt of the payment described in Section III.A. and IV.A. hereof, the Executive shall immediately submit his resignation from any and all offices, directorships, positions and employment by, in or with the Bank, the Company and their subsidiaries; provided, however, that if so requested within thirty (30) days following the date of a Change in Control by the surviving, successor or acquiring entity succeeding to and/or owning and operating the business of the Company or the Bank subsequent to a Change in Control, the Executive shall enter into an employment agreement with such surviving, successor or acquiring entity in substantially the form of Exhibit A annexed hereto, providing for employment for up to two years in a position bearing substantially the same responsibilities and duties as those carried on by the Executive immediately prior to the Change in Control. Except as provided herein and pursuant to the terms of such an employment agreement, the Executive shall be under no obligation to continue to remain in the employ of or render services for the Company or the Bank or such a surviving successor or acquiring entity subsequent to a Change in Control. If requested by the Company or the Bank, the Executive shall execute a form of employment agreement, which may later be accepted and executed within thirty (30) days following a Change in Control by the surviving, successor or acquiring entity.

IV. Compensation Upon Change in Control.

A. Severance Payments. Upon a Change in Control the Executive shall be entitled to the following:

1. The Company shall pay to the Executive, at the time specified in subsection IV.A.2. below, a lump sum payment equal to the sum of:

a. the Executive's annual base salary paid by the Bank, as in effect immediately prior to the Change in Control; plus

b. the average annual value of non-cash fringe benefits included in the Executive's compensation for federal income tax purposes for the two (2) full calendar years prior to the Change in Control; plus

c. the average annual amount of any bonuses received, credited or deferred with respect to such two (2) prior calendar years;

provided, however, that the value or benefit of or derived from options or similar arrangements relating to securities of the Company shall not be included in the base for calculation of the payment hereunder, whether or not such value or benefit was reflected as income for federal income tax or alternative minimum tax purposes.

2. The compensation provided for in 1. above shall be paid not later than the thirtieth (30th) day following the date of Change in Control, provided, however, that if the amount of such compensation cannot be finally determined on or before such day, the Company or the successor to the Company shall pay to the Executive on such day an amount equal to ninety percent (90%) of the estimated amount of such compensation, as determined in good faith by the Company or the successor to the Company, and shall pay the remainder of such compensation (together with interest at the federal "mid-term" rate as provided in (section mark)1274(d) of the Code) as soon as the amount thereof can be determined, but in no event later than the ninetieth (90th) day after the date of Change in Control. In the event that the amount of the estimated payment exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company or the successor to the Company to the Executive payable on the fifth day after demand by the Company or the successor to the Company (together with interest at the federal mid-term rate as described above).

3. In addition to any other payments hereunder, in the event of a Change in Control, the Executive's interests and benefits in or under any benefit, income, stock option, deferred compensation, phantom unit or similar plan of the Company or the Bank shall immediately become 100% vested and/or accelerated, as the case may be, and shall be immediately payable, except as otherwise specifically prohibited by law or by the terms of any such plan or agreement. The Company and the Executive agree to take any necessary steps to amend such plans or agreements to allow for such vesting or acceleration; provided, however, if and

to the extent such acceleration of vesting or payment would cause the imposition of the excise tax imposed under Section 4999 of the Code, such acceleration of vesting or payment shall not occur, but such amounts or benefits shall arise, vest or be paid in the normal course or at the earliest point when it is determined they could vest or be paid without giving rise to such excise tax.

B. Limitations. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment or distribution by the Company to or for the benefit of the Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, the amount of such payment shall be reduced to such an amount as shall not give rise to the imposition of such excise tax. To the extent possible, such reduction shall be accomplished first, by ignoring the acceleration of payments or vesting provided in subsection A.3. above, and second, by decreasing the amounts of other cash payments.

Subject to the provisions of this Subsection B, all determinations required to be made under this Subsection B, including whether and when a reduction is required and the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by KPMG Peat Marwick (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the receipt of request for a determination by either party. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive and the Company with a written opinion that no Excise Tax is due and payable as a result of payments under this Agreement. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

C. Double Payment. In addition to any other benefits provided hereunder, in the event the Executive must bring legal action (including arbitration) seeking to obtain or enforce any right or benefit provided by this Agreement, should the Executive prevail in such action the severance compensation under this Agreement shall be twice (2X) the amount ultimately determined or agreed to be due the Executive pursuant to Sections IV.A. and IV.B., as applicable. Notwithstanding anything in this Section IV.C. to the contrary, the total amounts paid pursuant to this Agreement will be subject to the limitations under Section IV.B.

D. Fees and Expenses. In addition to any other payments or benefits hereunder, subject to the limitations of Section IV.B. the Company shall pay to the Executive all legal fees and expenses incurred by the Executive hereunder (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by this Agreement should the Executive prevail in such action).

V. No Obligation To Mitigate Damages; Other Benefits. The Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by the Bank, the Company or any successor thereto, nor another employer after the termination of the Executive's employment, or otherwise. Nothing contained herein shall prejudice the Executive's right to the full realization of any and all other benefits to which the Executive shall be entitled pursuant to the terms of any employee benefit plans or other agreements of the Bank or the Company in which the Executive is a participant or to which the Executive is a party.

VI. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, personal representatives (including executors or administrators), successors, heirs, distributees, and devisees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee or other designee or, if there be no such designee, to the Executive's estate.

B. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid as follows:

If to the Company:

BancFlorida Financial Corporation

5801 Pelican Bay Boulevard
Naples, FL 33963

Attention: Rudolph P. Guenzel, President

If to the Executive:

P.O. Box 429
Bonita Springs, FL 33959

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

C. Amendment. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.

D. Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior subsequent notice.

E. Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The Executive agrees that the Agreement Regarding Change in Control dated as of November 8, 1993 between the Executive and the Bank shall be of no further force and effect and the Executive hereby relinquishes all rights thereunder.

F. Employment. The Executive agrees to be bound by the terms and conditions of this Agreement and to remain in the employ of the Bank during any period following any public announcement by any person of any proposed transaction or transactions which, if effected, would result in a Change in Control until a Change in Control has taken place or, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control. Subject to the foregoing, except as specifically provided herein nothing contained in this Agreement shall impair or interfere in any way with the right of the Executive to terminate the Executive's employment or the right of the Bank to terminate the employment of the Executive with or without cause prior to a Change in Control. Nothing contained in this Agreement shall be construed as a contract of employment between the Company and the Executive or as a right of the Executive to continue in the employ of the Bank or as a limitation of the right of the Bank to discharge the Executive with or without cause prior to a Change in Control.

G. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first written above.

/s/ William Flader
WILLIAM FLADER

BANCFLORIDA FINANCIAL CORPORATION
a Delaware corporation

By: /s/ Rudolf P. Guenzel
Its President and CEO

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT (this "Agreement") made as of this ___ day of ___________, 199___, between __________, a bank with its principal offices at ____________ (the "Bank"), and WILLIAM FLADER, an individual resident of Bonita Springs, Florida (the "Executive").

WHEREAS, the Executive was formerly employed by BancFlorida, a Federal Savings Bank, and was an officer of BancFlorida Financial Corporation, a Delaware corporation; and

WHEREAS, there has been a change in control of BancFlorida and/or BancFlorida Financial Corporation and the Bank has succeeded to the business of BancFlorida; and

WHEREAS, the Bank wishes to continue to retain the Executive's services to aid in the orderly transition of the Bank for a period of time up to, but not exceeding, the Period (as hereafter defined),

NOW, THEREFORE, the parties agree as follows:

SECTION 1: EMPLOYMENT OF EXECUTIVE; DUTIES AND RESPONSIBILITIES

1.1 Employment of Executive. The Bank agrees to employ the Executive, and the Executive agrees to be employed by the Bank, subject to the terms and conditions of this Agreement.

1.2 Term. The employment of the Executive by the Bank pursuant to this Agreement shall be for the period of two (2) years commencing on the day and year first written above (the "Period"), unless sooner terminated pursuant to the provisions of Section 3 hereof.

1.3 Offices and Positions of Officer.

(a) During the Period, the Executive shall be a Senior Vice President of the Bank. During the Period the Executive shall be treated as an employee of the Bank with all benefits accruing thereto, including without limitation life insurance benefits, medical and major medical coverage, and accrual of pension benefits.

(b) If the Bank shall (i) consolidate or merge with or into any other person, (ii) sell all or substantially all of its assets to any other person, or (iii) become party to another form of business combination or corporate reorganization, or any person or a group of persons acting in concert shall acquire control of the Bank pursuant to the acquisition of a controlling interest in the outstanding shares of capital stock of the Bank or there shall be a change in control of the Bank other than in the manner described in Subparagraphs (i) through (iii) inclusive of this Section 1.3(b), then the Bank shall, to the fullest extent permitted by law, cause the surviving, acquiring or successor entity, as the case may be, to assume all of the Bank's duties, obligations and liabilities, to the Executive arising under this Agreement.

1.4 Duties and Responsibilities.

(a) During the Period, the Executive shall perform such duties and responsibilities as are required to be performed by him pursuant to the relevant terms of the By-Laws of the Bank together with such other duties as the Board of Directors of the Bank shall reasonably assign to the Executive from time to time during the Period, it being understood that such duties and responsibilities shall be the same as those customarily assigned and expected to be performed by a Senior Vice President of a [type] bank of similar size as the Bank. When assigning such duties, the Board of Directors shall take into consideration the past responsibilities, experience and seniority as the Executive. In no event shall the Executive be assigned duties inconsistent with his status as a Senior Vice President of the Bank.

(b) During the Period the Officer shall devote his full attention to the business and affairs of the Bank during regular business hours.

SECTION 2: COMPENSATION; REIMBURSEMENT; INDEMNIFICATION; BENEFITS

2.1 Base Compensation.

During the Period, the Bank shall pay to the Officer an aggregate annual base salary in an amount as may be from time to time determined by the Board of Directors of the Bank, but in no event at a rate of less than the base salary most recently in effect from BancFlorida.

2.2 Payment of Base Compensation. The Bank shall pay the base compensation due the Executive in accordance with the policy of the Bank as in effect from time to time for the payment of salaries to senior personnel.

2.3 Other Benefits and Insurance. During the Period the Executive shall be entitled to participate in such employee benefits as are generally made available by the Bank to its executive employees, including without limitation life insurance, major medical and disability coverage, sick pay benefits, vacation pay, travel and accident insurance and participation in any retirement plan or plans, to the extent permitted by the terms thereof, and at a minimum shall be entitled to retirement, medical, life insurance and other benefits substantially equivalent to those most recently provided by BancFlorida to the Executive.

2.4 Business Expenses. The Bank shall reimburse the Executive, in the manner, to the extent and subject to such conditions as may be applicable under normal Bank policy, for reasonable expenses incurred by him in the course of rendering his services pursuant to this Agreement.

SECTION 3: TERMINATION OF EMPLOYMENT

3.1 Termination of Period. The Period may be terminated in the following manner:

(a) Termination on Death. The Period shall automatically terminate upon the death of the Executive. The Executive's compensation and, except as otherwise provided by law, all benefits shall cease as of the date of death.

(b) Termination by the Executive. The Period may be terminated by the Executive during the Period for "Good Reason" as hereafter provided. In the event of such termination the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination. For purposes of this Agreement "Good Reason" shall mean any of the following events, unless it occurs with the Executive's express prior written consent:

(1) the assignment to the Executive by the Bank of any duties inconsistent with, or a diminution of, the Executive's position, duties, titles, offices, responsibilities and status with the Bank, or any removal of the Executive from or any failure to reelect the Executive to any of such positions;

(2) a reduction by the Bank in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement, other than a reduction of the Executive's base salary pursuant to the terms of any short-term disability plan or long-term disability plan maintained by the Bank during a period in which the Executive is disabled (within the meaning of such plan or plans) and qualifies for benefits under such plan or plans;

(3) any failure by the Bank to continue in effect any benefit plan or arrangement (including, without limitation, pension plans, group life insurance plan, medical, dental, accident and disability plans and educational assistance reimbursement plan) in which the Executive is participating (or to substitute and continue other plans providing the Executive with substantially similar benefits) (hereinafter referred to as "Benefit Plans"), the taking of any action by the Bank which would adversely affect the Executive's participation in or materially reduce the

Executive's benefits under any such Benefit Plan or deprive the Executive of any material fringe benefit enjoyed by the Executive, or the failure by the Bank to provide the Executive with the number of paid vacation days to which the Executive is entitled in accordance with the vacation policies in effect at the time of a change in control of the Bank;

(4) the Executive's relocation to any place of business of the Bank which is outside the franchise area (as that term is defined in Section 3.2(e);

(5) a requirement that the Executive travel outside the franchise area (as that term is defined in Section 3.2(e) to perform business obligations, the number of days of which total more than one hundred (100) days in any one calendar year;

(6) any material breach by the Bank of any provision of this Agreement; or

(7) any failure by the Bank to obtain the assumption of this Agreement by any successor or assign of the Bank.

(c) Termination by Bank. The Bank may terminate employment of the Executive at any time during the Period. In the event of such termination by the Bank for any reason, the Executive shall be entitled to a payment equal to three (3) months salary at the rate then in effect, payable within ten (10) days of termination.

(d) Termination Without Good Reason. In the event of voluntary termination by the Executive without Good Reason the Executive's compensation and, except as otherwise provided by law, all benefits shall cease on the effective date of such termination.

(e) Franchise Area. For purposes of this Agreement, the term "franchise area" shall mean the geographical area within fifty (50) miles of the main office of BancFlorida immediately prior to the effective date of this Agreement.

SECTION 4: GENERAL PROVISIONS

4.1 Nonassignability. Neither the Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Executive without the prior written consent of the Bank; provided, however, that nothing in this section 4.1

shall preclude the Executive from designating in writing a beneficiary or beneficiaries to receive any compensation payable to him or any other benefit receivable by him under this Agreement on the death or incapacity of the Executive, nor shall it preclude the executors, administrators, or any other legal representatives of the Executive or his Estate from assigning any rights hereunder to any person or persons entitled thereto. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Bank without the prior written consent of the Executive to a person other than (1) an affiliate of the Bank; or (2) any party with which the Bank merges or consolidates, or to whomever the Bank may sell all or substantially all of its assets; provided, however, that any such affiliate or successor shall expressly assume all of the Bank's obligations and liabilities to the Executive under this Agreement.

4.2 Severability. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.

4.3 Merger. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Bank and the Executive regarding the employment of the Executive by the Bank. This Agreement supersedes all prior agreements, either expressed or implied, between the parties hereto including the employment of the Executive by the Bank.

4.4 Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.

4.5 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, other legal representatives and permitted successors and assigns, as the case may be.

4.6 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Florida.

4.7 Notices. All notices or other communications to be given by the parties among themselves pursuant to this Agreement shall be in writing, and all payments to be made hereunder shall be deemed to have been duly made if mailed by certified mail or hand-delivered to either of the parties at the addresses first written above. Any of the parties hereto may change their respective addresses upon written notice to the other given in the manner provided in this Section.

4.8 Waiver. No waiver by any of the parties to this Agreement of any condition, term or provision of this Agreement shall be deemed to be a waiver of any proceeding or subsequent breach of the same or any other condition, term or provision thereof.

4.9 Damages; Further Employment. In the event of termination of the Executive, voluntary or involuntary, the damages of the Executive shall be limited to the compensation provided herein. Except as specifically provided herein, nothing in this Agreement shall limit the damages recoverable by the Executive or the Bank in the event of breach by the other party. Nothing contained herein shall limit the ability of the Bank to continue to employ or retain the Executive after the expiration of the Period on such basis and pursuant to such arrangements as shall be mutually agreeable; provided, that nothing herein shall require either party to do so.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

EXECUTIVE:

____
WILLIAM FLADER

BANK NAME:

By: ___________________________

Attest:

____