



2520053320350

Bankers Insurance Company ■ Bankers Life Insurance Company

October 4, 1999

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

ESB 12-11/11-10

Re: Top Hat Plan Report

Dear Administrator:

Please find enclosed a Restated and Amended Deferred Compensation Plan ("Plan") for Bankers Financial Corporation ("Bankers"). This Plan represents a restatement and amendment of an Unfunded Deferred Compensation Plan dated January 1, 1985. Additionally, in accordance with the provisions of 29 CFR §2520.104-23, please find the following report:

29 CFR §2520.104-23(b)(1)-(2)

Requirements

Required Information

Name and Address of Employer:

Bankers Financial Corporation
360 Central Avenue
St. Petersburg, Florida 33701

Employer Identification Number:
[(EIN) assigned by the Internal Revenue Service]

59-2318812 2156

Declaration:

"Bankers, on behalf of its subsidiaries and affiliates, maintains plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees."

Number of "Top-Hat" Plans:

Two (2)

Number of Employees in Each Plan:

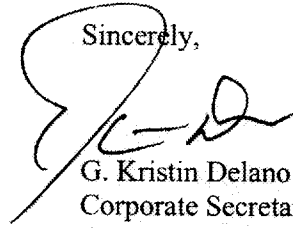
Two Plans are as follows:

- a) Restated and Amended Deferred Compensation Plan dated January 1, 1999 (formerly Unfunded Deferred Compensation Plan dated January 1, 1985): As of the date hereof, a total of seven (7) officers and directors are participants; and
- b) Phantom Stock Plan adopted October 11, 1985: As of the date hereof, a total of forty-nine (49) officers and directors are participants

Pension and Welfare Benefits Administration
October 4, 1999
Page 2

We trust that you will find this report complete. Should you have any questions or comments, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Kristin Delano', written over a horizontal line.

G. Kristin Delano
Corporate Secretary and
General Counsel

Enclosures

cc: Edwin C. Hussemann

COPY

CERTIFICATE OF APPROVAL

THIS CERTIFICATE is made this 17 day of September, 1999, by **EDWIN C. HUSSEMANN** (herein "Husseman"), Treasurer of **BANKERS FINANCIAL CORPORATION**, a Florida corporation (herein "Bankers"). The undersigned certifies as follows:

- a) On January 1, 1985, the Board of Directors of Bankers established an Unfunded Deferred Compensation Plan;
- b) Pursuant to the direction of the Board of Directors of Bankers as recorded in the minutes of the Annual Meeting of the Board of Directors of Bankers dated June 30, 1999, subject to the express written approval of Edwin C. Husseman, Treasurer of Bankers, the Chairman of the Board of Directors of Bankers shall be authorized to execute the Restated and Amended Bankers Financial Corporation Deferred Compensation Plan dated January 1, 1999 (herein "Plan") as well as all other documents with respect to the Plan in order to carry out its terms and to enforce any of the rights or obligations of the Corporation pursuant to the Plan; and
- c) Upon reasonable inquiry and examination, Husseman offers this Certificate as formal approval of the attached Restated and Amended Deferred Compensation Plan dated January 1, 1999.

Bankers Financial Corporation,
a Florida corporation

By: 

Edwin C. Husseman, Treasurer

COPY

RESTATED AND AMENDED DEFERRED COMPENSATION PLAN
of
Bankers Financial Corporation

Table of Contents

Section 1	Establishment and Purpose of Plan
Section 2	Definitions
Section 3	Participation
Section 4	Administration of Accounts
Section 5	Payment of Benefits
Section 6	Beneficiaries
Section 7	Claims Procedure
Section 8	Plan Administration and Accounting
Section 9	Rights and Duties of Participants
Section 10	General Assets of the Corporation
Section 11	Non-Assignability
Section 12	Not a Contract of Employment
Section 13	Plan Amendment or Termination by Corporation
Section 14	Other Provisions

COPY

RESTATED AND AMENDED DEFERRED COMPENSATION PLAN
of
Bankers Financial Corporation

Section 1 Prior Plan Superseded and Purpose of Plan

- (a) **Prior Plan Superseded and Duration of Plan.** On January 1, 1985, the Board of Directors of Bankers Financial Corporation, a Florida Corporation, established an Unfunded Deferred Compensation Plan. In order to provide additional benefits, the Unfunded Deferred Compensation Plan of January 1, 1985 is hereby forever superseded by this Restated and Amended Deferred Compensation Plan. The Board of Directors of the Corporation hereby establishes the Restated and Amended Deferred Compensation Plan of Bankers Financial Corporation and its successors, effective as of the 1st day of January 1999. Upon designation by the Board of Directors, each and every Executive shall be a Participant in the Plan. By executing a Participation Agreement, a Participant elects to defer Compensation pursuant to the terms of the Plan. The Plan shall continue until terminated by the Board of Directors of the Corporation.
- (b) **Purpose of Plan.** The purpose of the Restated and Amended Deferred Compensation Plan is to provide additional retirement benefits to a select group of management personnel with the goal of helping to attract and retain superior management personnel. The Restated and Amended Deferred Compensation Plan is intended to be a top-hat plan (an unfunded deferred compensation plan maintained for a select group of management or highly compensated employees) under Sections 201(2), 301(a)(3), and 401(a)(1) of the Employee Retirement Income Security Act of 1974 ("ERISA").
- (c) **Authority.** From time to time, the Board of Directors, in its sole discretion and authority, may provide for the deferral of compensation earned by those selected Participants pursuant to this Plan and also may provide for discretionary additions on the account of those selected Participant(s) pursuant to this Plan.

Section 2 Definitions

- (a) "Beneficiary" means the person or persons who are designated by a Participant, in his Participation Agreement, to receive a death benefit or other benefit under the provisions of this Plan, by reason of such Participant's death.
- (b) "Compensation" means the total of all salary and bonuses (before required withholdings) paid or payable by the Corporation to, or for the benefit of, a Participant for services rendered to the Corporation.
- (c) "Corporation" means Bankers Financial Corporation, a Florida Corporation, or any successor thereto and its subsidiaries.
- (d) "Death Benefit" means the amount of the Normal Retirement Benefit calculated as of the date of the death of a Participant.
- (e) "Deferred Benefit Account" means the account being administered for the benefit of a Participant under Section 4 of the Plan. Such account shall consist of both deferrals of a Participant's Compensation made pursuant to the Plan as well as any discretionary additions as directed by the Board of Directors, plus interest on such deferrals and/or additions, less distributions made to a Participant or his Beneficiary under the Plan. Such account shall not actually be funded but shall be a bookkeeping account established on the Corporation's records.

COPY

- (f) "Deferred Compensation" means the amount of a Participant's Compensation, which includes bonuses of any type or amount, which he elects to defer under the Plan, where such election is evidenced by a Participant's execution of his Participation Agreement. The amount of compensation which an Participant will be permitted to defer will be designated by the Board of Directors of the Corporation and listed on such Participant's Participation Agreement. A Participant may not change his deferral election without the consent of the Corporation. All deferrals of compensation under this Plan must be made by December 31st of the year before the Participant is entitled to receive such Compensation from the Corporation and before he has performed the services for which such Compensation is payable.
- (g) "Entry Date" means the effective date as of which a Participant first executes a Participation Agreement to defer Compensation under the Plan.
- (h) "Executive" means Directors and Officers (of the rank of Vice President or above) of Bankers Financial Corporation and its subsidiaries.
- (i) "Fiscal Year" shall mean the twelve (12) month period beginning on January 1st of each calendar year.
- (j) "Normal Retirement Benefit" means an amount determined as follows:
- (i) Ascertain the amount of the Participant's Deferred Benefit Account as of the date of such determination;
 - (ii) Divide the amount determined in (i), above, by the number of years remaining in the period, as initially set forth in Section 5 herein, for which benefits are to be paid to the Participant or his Beneficiary;
 - (iii) Divide the quotient determined in (ii), above by twelve (12).
- The result obtained above shall be the Participant's Normal Retirement Benefit for the first month of the first year for which such Benefit is payable. As of each monthly anniversary of the date on which such benefit is first payable to a Participant or his Beneficiary, the Participant's Normal Retirement Benefit shall be recalculated as provided above in this Section 2(j), and shall constitute the Participant's Normal Retirement Benefit for the following period.
- (k) "Normal Retirement Age" means, with respect to each Participant, the date on which he attains age sixty-five (65).
- (l) "Normal Retirement Date" means, with respect to each Participant, the later of the first day of the month following which he attains his Normal Retirement Age or the first day of the month following the termination of his employment with the Corporation.
- (m) "Participant" means any Executive who performs services for the Corporation, and who *may* elect to defer Compensation pursuant to this Plan as well as any separated Participant or Beneficiary who has unpaid benefits due under the Plan.
- (n) "Participation Agreement" means the agreement executed by a Participant who elects to defer Compensation pursuant to the Plan. The Participation Agreement shall be an integral part of the Plan with respect to the Participant who executes such Participation Agreement.
- (o) "Plan" means the Restated and Amended Deferred Compensation Plan of the Corporation dated January 1, 1999 and its successors as described herein as the same as may hereafter from time to time be amended.

<space intentionally left blank>

COPY

Section 3 Participation

- (a) Participation. A Participant may elect to defer payment of part of his compensation not yet earned by executing a written Participation Agreement and filing it with the Corporation.
- (b) Participation Agreement. The Corporation shall establish a form of Participation Agreement which shall contain, among other provisions, a provision whereby the Participant specifies:
 - (i) that portion of his compensation which is to be deferred.
 - (ii) that the Participant together with his heirs, successors, and assigns, holds harmless the Corporation from any liability hereunder for all acts performed in good faith, including acts relating to the investment of deferred amounts.
- (c) Beneficiary Agreement. The Corporation shall establish a Beneficiary Designation form which shall contain information concerning a Beneficiary or Beneficiaries, including one or more contingent Beneficiaries, to receive any benefits which may be payable under this Plan or on the death of the Participant.
- (d) Agreement Effective Date. If the Participation Agreement is received prior to the 15th of the month, it will take effect on the first payday of following month. If received on or after the 15th, it will take effect on the first pay day of the second month following. Thereafter, during each employment year in which the Participant is in the Plan, that portion of his said Deferred Compensation which is specified by the Participant in the Participation Agreement shall be deferred and paid in accordance with the provisions of this Plan.
- (e) Amendment of Participation Agreement. The Participant may revoke his election to defer Compensation and may change the amount of Deferred Compensation to be deferred, by signing and filing with the Corporation a written revocation or amendment, on a form approved by the Corporation. Any such revocation or amendment shall be effective prospectively only, beginning with the first pay period of the subsequent month.
- (f) Change of Employment Category. During any period in which a Participant remains in the employ of the Corporation, but ceases to be an eligible Participant, he shall not be eligible to make elective contributions or to receive any Corporation contributions hereunder.
- (g) Duration. A Participant shall continue to be a Participant until the earlier of:
 - (i) the date he is no longer employed by the Corporation, or
 - (ii) the effective date of a determination by the Corporation that he is no longer an eligible Participant;
- (h) The Board of Directors may, from time to time, award a discretionary addition to one or more Deferred Account of any Executive.

Section 4 Administration of Accounts

- (a) Credit and Distribution Dates. Deferrals of Compensation by a Participant pursuant to the Plan shall be credited to such Participant's Deferred Benefit Account as of the date on which such Compensation would have been paid to such Participant if the Participant had not agreed to defer the receipt of such Compensation. Any distribution made to a Participant or his Beneficiary pursuant to the Plan shall be deducted from such Participant's Deferred Benefit Account as of the date on which such distribution is made.

COPY

- (b) **Interest Credit.** During each Fiscal Year, each Participant's Deferred Benefit Account shall be credited with interest as of the last day of each successive quarter of such Fiscal Year. Interest shall be credited on the average amount that was in the account as of the first day and last day of each successive quarter of such Fiscal Year. Once determined, the amount shall be multiplied by the interest rate as described in §4(c) as follows.
- (c) **Interest Rate.** The interest rate per annum which shall be credited to each Participant's Deferred Benefit Account shall be one percent (1.0%) below the Prime Rate, as it periodically adjusts or, otherwise, rates as specified by the Board of Directors of the Corporation for such Fiscal Year. As used herein, the term "Prime Rate" shall mean the rate published in the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's largest banks. Interest shall be calculated on the basis of a year of Three-Hundred-Sixty-Five (365) days and credited for the actual number of days in each month.
- (d) **Tax Withholding.** The Corporation may withhold, or require the withholding of, from any payment which it is required to make, any federal, state, or local taxes required by law to be withheld with respect to such payment and such sum as the Corporation may reasonably estimate as necessary to cover any taxes for which the Corporation may be liable and which may be assessed with regard to such payment. Upon discharge or settlement of such tax liability, the Corporation shall distribute the balance of such sum, if any, to the Participant from whose payment it was withheld, or if such Participant is then deceased, to the Beneficiary of such Participant. Prior to making any payment hereunder, the Corporation may require such documents from any taxing authority, or may require such indemnities or surety bond, as the Corporation shall reasonably deem necessary for its protection.

Section 5 Payment of Benefits

- (a) **Termination.** If a Participant's employment with the Corporation is terminated for any reason other than the death of such Participant, then the Corporation will make a series of payments to such Participant, each such payment to be equal to the Participant's Normal Retirement Benefit. The first such payment shall be made on the Participant's Normal Retirement Date and the remaining payments shall be made on the first day of each succeeding month until one-hundred-twenty (120) payments, or other number of payments as otherwise may be mutually agreed upon by Participant and Corporation, have been made. If the Participant dies before all of the payments due to him have been made, then any remaining payments shall be made to the Participant's Beneficiary. Notwithstanding the foregoing, if a Participant's employment is terminated before he attains his Normal Retirement Age, the Corporation may, at its election, begin making payments to such Participant on the first day of the month following the termination of such Participant's employment.
- (b) **Deferral.** If a Participant desires to postpone the date from which payment under Section 5(a) would commence (Participant's Normal Retirement Date), then, at least six (6) months prior to the Participant's Normal Retirement Date, the Participant must provide the Corporation with written notice of such deferral request and which deferral request shall include a specific commencement date (subsequent to the Participant's Normal Retirement Date) of the series of monthly payments equal to the Participant's Normal Retirement Benefit. Such deferral request can only be granted by the written approval of the Board of Directors of the Corporation.
- (c) **Death.** If a Participant's employment with the Corporation is terminated on account of his death and neither such Participant nor his Beneficiary is or would be entitled to benefits under Section 5(a), then the Corporation will make a series of payments to such Participant's Beneficiary, each such payment to be equal to the Participant's Death Benefit. The first such payment shall be

COPY

made on the first day of the month following the Participant's death and the remaining payments shall be made on the first day of each succeeding month until one-hundred-twenty (120) payments, or other number of payments as otherwise may be mutually agreed upon by Participant's Beneficiary and Corporation, have been made. If the Participant's Beneficiary dies before all of the payments due to him have been made, then any remaining payments shall be made to pursuant to Section 6(c) herein.

- (d) **Income Tax Reporting.** Amounts paid to a Participant shall be reported on appropriate tax reporting forms to a Participant as wages subject to withholding for federal income taxes.

Section 6 Beneficiaries

- (a) **Designation.** Each Participant has the right, by written notice filed with the Corporation, to designate one or more Beneficiaries to receive any benefits payable under this Plan in the event of the Participant's death prior to the complete distribution of benefits. Such designation may be changed from time to time by the Participant by filing a new designation. Each designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Employer, and shall be effective only when filed in writing with the Corporation during the Participant's lifetime. The Participant accepts and acknowledges that he has the burden for executing and filing, with the Corporation, a proper beneficiary designation on the Participation Agreement.
- (b) **Form.** The Beneficiary Designation form for this purpose shall be provided by the Corporation. It is not binding on the Corporation until it is signed, filed with the Corporation by the Participant, and accepted by the Corporation.
- (c) **Default.** In the event that a Participant has not designated a Beneficiary or Beneficiaries, or if for any reason such designation shall be legally ineffective, or if such Beneficiary or Beneficiaries shall predecease the Participant, then the Participant's surviving spouse, and if none, his issue, per stirpes, and if none, the personal representative of the estate of such Participant shall be deemed to be the Beneficiary designated to receive such death benefit, and if no personal representative is appointed for the estate of such Participant within one-hundred-twenty (120) days after Participant's death, then his next of kin under the statute of descent and distribution of the State of such Participant's domicile at the date of his death shall be deemed to be the Beneficiary or Beneficiaries to receive such death benefit.

Section 7 Claims Procedure

- (a) **Notice of Claim.** If a benefit under this Plan is not paid to a Participant or Beneficiary and such person believes that he or she is entitled to receive it, a claim shall be made in writing to the Plan Administrator within sixty (60) days from the date payment was to be made. Such claim shall be reviewed by the Plan Administrator and the Corporation. If the claim is denied, in full or in part, the Plan Administrator shall provide written notice within ninety (90) days setting forth the specific reasons for denial. The notice shall include specific reference to the provisions of this Plan upon which the denial is based and any additional material or information necessary to perfect the claim, if any. Such written notice shall also indicate the steps to be taken if a review of the denial is desired.
- (b) **Claim Review.** If the claim is denied and a review is desired, the claimant shall notify the Plan Administrator in writing within sixty (60) days. A claim shall be treated as denied if the Plan Administrator does not take action in the aforesaid ninety (90) day period. In requesting review,

COPY

the claimant may review this Plan or any documents relating to it and submit any written issues and comments he or she may feel appropriate. In his or her sole discretion, the Plan Administrator shall then review the claim and provide a written decision within sixty (60) days. This decision likewise shall state the specific provisions of this Plan on which the decision is based.

Section 8 Plan Administration and Accounting

- (a) Administration. The Plan shall be administered by the Plan Administrator, where such Plan Administrator shall be appointed by the Board of Directors of the Corporation.
- (b) Administration Rules. The Plan Administrator may from time to time establish rules and regulations for the administration of the Plan and adopt standard forms for such matters as beneficiary designations and applications for benefits, provided such rules and forms are not inconsistent with the provisions of the Plan.
- (c) Binding. All determinations of the Plan Administrator shall be binding on all parties. In construing or applying the provisions of the Plan, the Corporation shall have the right to rely upon a written opinion of legal counsel, which may be independent legal counsel or legal counsel regularly employed by the Corporation, whether or not any question of dispute has arisen as to any distribution from the Plan.
- (d) Accounting. The Plan Administrator shall be responsible for maintaining books and records for the Plan. Each Participant or his or her Beneficiary shall be notified annually of the amount of his Deferred Benefit Account.
- (e) Expenses. All expenses of administering the Plan shall be paid by the Corporation unless the Plan provides to the contrary.
- (f) Administrator Named. The Treasurer of the Corporation is hereby designated as the Plan Administrator of this Plan.
- (g) Reporting. The Corporation, by way of the Plan Administrator, shall provide to each Participant an account and record of all balances and transactions regarding their respective Deferred Benefit Account on a quarterly basis. Any and all amounts paid to each Participant or their Beneficiary(s) shall be reported on appropriate tax reporting forms to each such Participant or their Beneficiary(s) as income subject to withholding for federal income tax purposes.

Section 9 Rights and Duties of Participants

- (a) No Participant or any other person shall have any interest in any fund or in any specific asset or assets of the Corporation by reason of this Plan, or for any other reason, or have any right to receive any distributions under the Plan except as and to the extent expressly provided under the Plan. A Participant is a general unsecured creditor of the Corporation.
- (b) Plan Copy. Each Participant shall receive an updated copy of the Plan and Corporation shall extend a good faith effort to provide copies of any amendments to the Plan within ten (10) days after their adoption.
- (c) No right of any Participant or any Beneficiary to receive payment hereunder shall be subject to alienation, transfer, sale, assignment, pledge, attachment, garnishment or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such payments whether presently or hereafter payable shall be void. No payment under this Plan shall be subject to debts or liabilities of any Participant or Beneficiary.

- (d) Every person receiving or claiming payments under the Plan shall be presumed to be mentally competent until the date on which the Corporation receives a written notice in a form and manner acceptable to the Corporation that such person is incompetent and that a guardian, conservator or other person legally vested with the interest of his or her estate has been appointed. If guardian or conservator of the estate or any person receiving or claiming payments under the Plan is appointed, payments under this Plan may be made to such guardian or conservator provided that the proper proof of appointment and continuing qualification is furnished in a form and manner acceptable to the Corporation. Any payments so made shall be a discharge of any liability of the Corporation for such payments.
- (e) Each person entitled to receive a payment under this Plan, whether a Participant, Beneficiary, a guardian or otherwise, shall provide the Corporation with such information it may from time to time deem necessary or in its best interest in administering the Plan. Any such person shall also furnish the Corporation with such documents, evidence, data or other information, as the Corporation may from time to time deem necessary or advisable.

Section 10 General Assets of the Corporation

- (a) Except as may otherwise be permitted or required by law, no assets or income of the Plan shall be used for, or diverted to, purposes other than for the exclusive purpose of providing benefits for Participants and their Beneficiaries or defraying reasonable expenses of administration of the Plan. Furthermore, nothing contained in this Plan, and no action taken pursuant to the provisions of this Plan, shall create or be construed to create a fiduciary relationship between the Corporation and any Participant, his spouse, Beneficiary, or any other person.
- (b) The benefits under this Plan shall be paid out of the general assets of the Corporation. No Participant hereunder shall have any interest whatsoever in any specific asset of the Corporation. To the extent that any person acquires a right to receive payments under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Corporation.
- (c) Notwithstanding the foregoing, the Corporation reserves the right to create and contribute funds to a trust for the purpose of paying some or all of the benefits provided under this Plan, but the existence of any such trust shall not in any way alter the relationship between the Corporation and a Participant as described in this Section 10.

Section 11 Non-Assignability

- (a) Neither the Participant nor the Beneficiary(s), nor any other designee, shall have any right to commute, sell, assign, pledge, hypothecate, transfer, or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be nonassignable and nontransferable.
- (b) Except to the extent otherwise provided by law, no Normal Retirement Benefit payments shall be subject to attachment, garnishment or execution, or be transferable in the event of bankruptcy or insolvency.

Section 12 Not a Contract of Employment

This Plan is not a contract of employment between a Participant and the Corporation. Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account,

COPY

nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Corporation except as herein provided; and, in no event, shall the terms or employment of any Participant be modified or in any way affected hereby. Furthermore, no provision of this Plan restricts the right of the Corporation to discharge a Participant, or restricts the right of a Participant to terminate his employment.

Section 13 Plan Amendment or Termination by Corporation

- (a) **Right to Amend, Modify and Terminate.** The Corporation reserves the right to amend, modify, terminate or discontinue the Plan at any time. However, no such amendment, modification, termination or discontinuance shall have the effect of:
 - (i) Reducing the then value of a Participant's Deferred Benefit Account; or
 - (ii) Deferring the time at which benefits shall be paid to a Participant or his Beneficiary pursuant to the Plan.
- (b) **Plan Termination.** In the event of the termination of the Plan, distribution of benefits shall be made to Participants and Beneficiaries pursuant to the distribution guidelines in Section 5.

Section 14 Other Provisions

- (a) **Tax Consequence.** The Corporation does not and cannot represent or guarantee that any particular federal or state income, payroll or other tax consequence will occur by reason of deferring Compensation pursuant to this Plan. Each Participant should consult with his or her own attorney or other representative regarding all tax or other consequences of deferring Compensation in this Plan.
- (b) **Limitations on Liability of Corporation.** Neither the establishment of the Plan or any modification thereof, nor the creation of any account under the Plan, nor the payment of any benefits under the Plan shall be construed as giving to any Participant, or other person, any legal or equitable right against the Corporation or any officer or employer thereof, except as provided by law or by any Plan provision. The Corporation does not in any way guarantee any Participant's account from loss or depreciation, whether caused by poor investment performance of a deemed investment or the inability to realize upon an investment due to insolvency affecting an investment vehicle or any other reason. In no event shall the Corporation, or any successor, employee, officer, director, or stockholder of the Corporation, be liable to any persons on account of any claim arising by reason of the provision of the Plan or of any instrument or instruments implementing its provisions, or for the failure of any Participant, Beneficiary, or other persons to be entitled to any particular financial or economic consequences with respect to the Plan, or any credit or distribution hereunder.
- (c) **Amendment to Ensure Proper Characterization of Plan.** This Plan may be amended by the Corporation at any time, retroactively if required, if found necessary, in the opinion of the Corporation, in order to ensure that the Plan is characterized as a top-hat plan of deferred compensation maintained for a select group of management or highly compensated employees as described under ERISA Sections 201(2), 301(a)(3), and 401(a)(1) and to conform the Plan to the provisions and requirements of any applicable law (including ERISA). No such amendment shall be considered prejudicial to any interest of a Participant or Beneficiary hereunder.

COPY

- (d) Retirement System Integration. Benefits payable by and deductions for Participant contributions to, any retirement system of the Corporation shall be computed without reference to amounts of Deferred Compensation pursuant to this Plan.
- (e) Benefits. Except as herein specifically provided to the contrary, this Plan shall be binding upon the parties, their heirs, legal representative, successors and assigns.
- (f) Headings and Captions. The paragraph captions as to contents of the particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this Plan or as a limitation of the scope of the particular paragraph in which they are referred.
- (g) Construction of Plan. Words of a gender used in this Plan shall be held to include any other gender, and words in a singular number shall be held to include the plural, when the sentence so requires.
- (h) Entire Plan. This Plan contains all of the oral and/or previously written agreements, representations, and arrangements between the parties hereto, and all rights which the respective parties may have had under any prior written or oral agreements are hereby canceled and terminated, and all parties agree that there are no representations or warranties other than those set forth herein.
- (i) Choice of Law. It is acknowledged that this Plan was executed in and shall be construed in accordance with and governed by the laws of the State of Florida, without regard to choice of law provisions. Further, the venue for any action brought to enforce any of the provisions hereof shall be in a state court of competent jurisdiction in Pinellas County, Florida and any action commenced in any other forum may be removed to a state court of competent jurisdiction in Pinellas County, Florida
- (j) Invalidation. Should any part of this Plan for any reason be declared invalid by a court of competent jurisdiction, such decision shall not effect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if the Plan had been executed with the invalid portion thereof eliminated. It is, therefore, declared the intention of the parties hereto that each of them will have executed the remaining portion of this Plan without including therein any such part, parts or portion which may, for any reason, be hereafter be declared void.

IN WITNESS WHEREOF, the Corporation has executed this Plan document this
4 of OCTOBER, 1999.

SEAL

Bankers Financial Corporation

("Corporation")

By

Its

[Signature]
CORPORATE SECRETARY
(Title)

COPY

Example (Based on Quarterly Payout - Actual Plan is Monthly)
Deferred Compensation Plan of Bankers Financial Corporation
§2(j) "Normal Retirement Benefit"

For purposes of this Example, Calculation does NOT include benefits gained from tax deferral

Amount: \$100,000
 Term (Years/Quarters): 10 (/) 40
 Rate: Prime Rate less 1.0%

Year	End of Quarter	§2(j)(i) Begin Amount in Account	Accrued Interest @ 6.750%	§2(j)(i) End Amount in Account	Number of Yrs Remaining	§2(j)(ii) Annual Benefit	§2(j)(iii) Quarterly Benefit
1	1st Q	\$100,000	1,688	\$101,688	10.00	\$10,169	\$2,542
	2nd Q	\$99,145	1,673	\$100,818	9.75	\$10,340	\$2,585
	3rd Q	\$98,233	1,658	\$99,891	9.50	\$10,515	\$2,629
	4th Q	\$97,262	1,641	\$98,904	9.25	\$10,692	\$2,673
2	1st Q	\$96,231	1,624	\$97,854	9.00	\$10,873	\$2,718
	2nd Q	\$95,136	1,605	\$96,742	8.75	\$11,056	\$2,764
	3rd Q	\$93,978	1,586	\$95,563	8.50	\$11,243	\$2,811
	4th Q	\$92,753	1,565	\$94,318	8.25	\$11,432	\$2,858
3	1st Q	\$91,460	1,543	\$93,003	8.00	\$11,625	\$2,906
	2nd Q	\$90,097	1,520	\$91,617	7.75	\$11,822	\$2,955
	3rd Q	\$88,662	1,496	\$90,158	7.50	\$12,021	\$3,005
	4th Q	\$87,153	1,471	\$88,623	7.25	\$12,224	\$3,056
4	1st Q	\$85,568	1,444	\$87,011	7.00	\$12,430	\$3,108
	2nd Q	\$83,904	1,416	\$85,320	6.75	\$12,640	\$3,160
	3rd Q	\$82,160	1,386	\$83,546	6.50	\$12,853	\$3,213
	4th Q	\$80,333	1,356	\$81,689	6.25	\$13,070	\$3,268
5	1st Q	\$78,421	1,323	\$79,744	6.00	\$13,291	\$3,323
	2nd Q	\$76,422	1,290	\$77,711	5.75	\$13,515	\$3,379
	3rd Q	\$74,333	1,254	\$75,587	5.50	\$13,743	\$3,436
	4th Q	\$72,151	1,218	\$73,369	5.25	\$13,975	\$3,494
6	1st Q	\$69,875	1,179	\$71,054	5.00	\$14,211	\$3,553
	2nd Q	\$67,501	1,139	\$68,640	4.75	\$14,451	\$3,613
	3rd Q	\$65,028	1,097	\$66,125	4.50	\$14,694	\$3,674
	4th Q	\$62,452	1,054	\$63,505	4.25	\$14,942	\$3,736
7	1st Q	\$59,770	1,009	\$60,778	4.00	\$15,195	\$3,799
	2nd Q	\$56,980	962	\$57,941	3.75	\$15,451	\$3,863
	3rd Q	\$54,079	913	\$54,991	3.50	\$15,712	\$3,928
	4th Q	\$51,063	862	\$51,925	3.25	\$15,977	\$3,994
8	1st Q	\$47,931	809	\$48,739	3.00	\$16,246	\$4,062
	2nd Q	\$44,678	754	\$45,432	2.75	\$16,521	\$4,130
	3rd Q	\$41,302	697	\$41,999	2.50	\$16,799	\$4,200
	4th Q	\$37,799	638	\$38,437	2.25	\$17,083	\$4,271
9	1st Q	\$34,166	577	\$34,742	2.00	\$17,371	\$4,343
	2nd Q	\$30,400	513	\$30,913	1.75	\$17,664	\$4,416
	3rd Q	\$26,497	447	\$26,944	1.50	\$17,962	\$4,491
	4th Q	\$22,453	379	\$22,832	1.25	\$18,266	\$4,566
10	1st Q	\$18,266	308	\$18,574	1.00	\$18,574	\$4,643
	2nd Q	\$13,930	235	\$14,165	0.75	\$18,887	\$4,722
	3rd Q	\$9,444	159	\$9,603	0.50	\$19,206	\$4,801
	4th Q	\$4,801	81	\$4,883	0.25	\$19,530	\$4,883
			\$43,568				\$143,568

PARTICIPATION AGREEMENT

COPY

**Restated and Amended Deferred Compensation Plan
of
Bankers Financial Corporation**

As provided in the above referenced Restated and Amended Deferred Compensation Plan of Bankers Financial Corporation (herein "Plan") dated January 1, 1999, you, _____, are hereby invited to participate. By accepting this invitation, you acknowledge that you have read the Plan, understand its terms, understand that benefits will be paid pursuant to the Plan only under the specific circumstances described therein, understand that you are a general unsecured creditor of Bankers Financial Corporation (herein "Corporation"), and that you have no interest in specific assets owned by Corporation.

The annual amount of Compensation you hereby elect to defer is in the amount set forth on Exhibit "A" hereto. Such amount will be deducted from your pay in accordance with the Corporation's normal payroll practices and as described in the Plan. You may not revoke your election to defer the receipt of your Compensation without the written consent of the Corporation as described in the Plan.

The interest rate per annum to be credited to your Deferred Benefit Account for the first Fiscal Year during which you participate in the Plan shall be one percent (1.0%) below the Prime Rate, as it periodically adjusts. Thereafter such rate shall be the rate specified by the Board of Directors of the Corporation as being applicable to your Deferred Benefit Account for such Fiscal Year.

Today's date is _____, _____. I hereby accept the invitation of Bankers Financial Corporation to participate in its Restated and Amended Deferred Compensation Plan upon the terms and conditions set forth therein and in this Participation Agreement.

FOR THE CORPORATION:

Participant	_____
Secretary	_____ (SEAL)
President	_____

COPY

Exhibit "A"

Annual amount of Compensation you hereby elect to defer:

- Of the amount of *SALARY* compensation designated by the Board of Directors of the Corporation for which I am eligible to defer, I hereby elect to defer \$ _____ per year.

- Of the amount of *BONUS* compensation designated by the Board of Directors of the Corporation for which I am eligible to defer, I hereby elect to defer \$ _____ per year or _____ % per year, not to exceed:
 - the greater of the two (\$ or %)
 - the lesser of the two (\$ or %)
 - other _____

BENEFICIARY DESIGNATION

COPY

**Deferred Compensation Plan
of
Bankers Financial Corporation**

Today's date is _____, _____.

For purposes of the Plan, you hereby designate the following beneficiary or beneficiaries (if none named, the beneficiary will be the personal representative of your estate):

Beneficiary Name	Social Security No.	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If the above named beneficiary or beneficiaries are not alive when payments are first due to be made under the Plan, you hereby designate the following contingent beneficiary or beneficiaries:

Contingent Beneficiary Name	Social Security No.	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Participant

FOR THE CORPORATION:

Secretary

(SEAL)

President