EXHIBIT 4.11  
  
 AGENCY AGREEMENT  
  
 AGENCY AGREEMENT (the "Agreement") dated as of January \_\_\_\_, 2005, by and  
among FNB FINANCIAL SERVICES, LP ("FNB Financial Services"), F.N.B. CORPORATION,  
as Guarantor ("FNB") and REGENCY FINANCE COMPANY, as Agent (the "Agent").  
  
 BACKGROUND  
  
 Promptly upon the execution and delivery hereof, FNB Financial Services  
plans to register, under the Securities Act of 1933, as amended (the "1933  
Act"), up to Three Hundred Fifty Million Dollars ($350,000,000.00) aggregate  
principal amount of its Subordinated Term Notes (the "New Term Notes") and  
Subordinated Daily Notes (the "New Daily Notes") and Special Subordinated Daily  
Notes (the "New Special Daily Notes and, together with the New Term Notes and  
the New Daily Notes are sometimes collectively referred to in this Agreement as  
the "New Notes"), to be guaranteed by FNB, and issued under and pursuant to the  
Indenture dated as of January \_\_\_\_, 2005 (the "New Indenture"), by and among  
FNB Financial Services, FNB, as Guarantor, and X.X. Xxxxxx Trust Company,  
National Association, as Trustee (the "Trustee"). The New Indenture permits,  
among other things, the appointment of a paying agent for the purpose of  
receiving amounts due from FNB Financial Services or FNB under, and making  
payments due in respect to, New Notes issued under the New Indenture,  
maintaining books with respect to the New Notes, acting as depository with  
respect to certain funds to be established thereunder and undertaking certain  
other duties described therein.  
  
 Under and subject to the terms and conditions hereof: (i) FNB Financial  
Services desires to appoint the Agent, and the Agent desires to serve, as paying  
agent for the New Notes (the "Paying Agent"); (ii) FNB Financial Services  
desires to appoint the Agent, and the Agent desires to serve, as sales agent for  
the New Notes (the "Sales Agent"); and (iii) FNB Financial Services and FNB  
desire to appoint the Agent, and the Agent desires to serve, as exchange agent  
(the "Exchange Agent") for the exchange of New Notes for outstanding  
Subordinated Term Notes (the "FNB Term Notes") and outstanding Subordinated  
Daily Notes (the "FNB Daily Notes") of FNB. The FNB Term Notes and FNB Daily  
Notes are sometimes collectively referred to in this Agreement as the "FNB  
Notes", and were issued under and pursuant to the Indenture, dated as of May 15,  
1992, as amended, between FNB and X.X. Xxxxxx Trust Company, National  
Association, successor trustee to Northern Central Bank, as trustee (the "FNB  
Indenture" and together with the New Indenture, the "Indentures").  
  
 The terms and conditions of the exchange offer (the "Exchange Offer") as  
currently contemplated are set forth in a prospectus, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
2005 (as the same may be amended or supplemented from time to time, the  
"Prospectus"), and the form of letter of transmittal accompanying the Prospectus  
(as the same may be amended or supplemented from time to time, the "Letter of  
Transmittal"). The Letter of Transmittal is to be used by the holders of FNB  
Notes to accept the Exchange Offer, and contains instructions with respect to  
the delivery of FNB Notes tendered in connection therewith. The Exchange Offer  
expires at 5:00 p.m., New York City time, on December 31, 2005, or on such later  
date or time to which FNB Financial Services may extend the Exchange Offer (the  
"Expiration Date"). Subject to the terms and  
  
  
  
conditions set forth in the Prospectus and the Letter of Transmittal, FNB  
Financial Services expressly reserves the right to extend the Exchange Offer  
from time to time by giving notice to the Agent before 9:00 a.m., New York City  
time, on the Business Day following the previously scheduled Expiration Date.  
  
 In consideration of the premises and the mutual agreements hereinafter  
contained, and other valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged, and intending to be legally bound hereby, the  
parties hereto agree as follows:  
  
 ARTICLE I  
  
 RULES OF INTERPRETATION  
  
 Section 1.1 General. Capitalized terms used in this Agreement which are  
not defined herein shall have the meanings assigned to them in the New  
Indenture, unless the context or use indicates another or different meaning or  
intent. Definitions shall be equally applicable to both singular and plural  
forms of any of the words and terms therein or herein defined. The words  
"herein" and "hereof" and words of similar import, without reference to any  
particular article, section or subsection, refer to this Agreement as a whole  
rather than to any particular article, section or subsection hereof.  
  
 Section 1.2 Governing Law. This Agreement shall be governed by, and  
construed in accordance with, the laws of the State of Delaware excluding its  
choice of law principles that would require the application of the laws of  
another jurisdiction.  
  
 ARTICLE II  
  
 REPRESENTATIONS AND WARRANTIES  
  
 Section 2.1 FNB Financial Services Representations and Warranties. FNB  
Financial Services hereby represents and warrants that it has full power and  
authority to execute, deliver and perform its obligations under this Agreement,  
the New Indenture, the New Notes and any other agreements entered into by it and  
related to the New Notes.  
  
 Section 2.2 FNB Representations and Warranties. FNB hereby represents and  
warrants that it has full power and authority to execute, deliver and perform  
its obligations under this Agreement, the FNB Indenture, the New Indenture, the  
FNB Notes, the New Notes and any other agreements entered into by it and related  
to the FNB Notes and the New Notes.  
  
 Section 2.3 Agent Representations and Warranties. The Agent hereby  
represents and warrants that: (i) it has full power and authority to execute,  
deliver and perform its obligations under this Agreement; (ii) its officers and  
employees participating in the Agent's performance of its Duties under this  
Agreement will not be subject to any statutory disqualification from so acting  
under applicable federal and state securities laws, and cannot be or have been  
associated with a securities broker-dealer for the 12-month period immediately  
preceding the execution of this Agreement; and (iii) it has taken all actions  
and made all registrations necessary and appropriate under all applicable  
Federal and state securities laws to permit it to carry out its  
  
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duties and obligations as Paying Agent, Sales Agent and Exchange Agent in  
connection with the offer and sale of the New Notes and the Exchange Offer.  
  
 ARTICLE III  
  
 DUTIES OF THE AGENT  
  
 Section 3.1 Appointment as Paying Agent; Acceptance of New Paying Agent  
Duties. As provided in the New Indenture, FNB Financial Services hereby appoints  
the Agent as Paying Agent for the New Notes and any other Securities issued  
under the New Indenture. The Agent acknowledges that it has received and  
reviewed the New Indenture and hereby accepts such appointment and agrees to  
perform all of the duties and obligations of the Paying Agent (the "New Paying  
Agent Duties") pursuant to the New Indenture, subject to the terms and  
conditions contained in this Agreement. The Paying Agent shall:  
  
 (1) give the Trustee notice of any default by FNB Financial Services or  
FNB (or other obligor upon the New Notes) in the making of any payment of  
principal or interest on the New Notes; and  
  
 (2) at any time during the continuance of any such default, upon the  
written request of the Trustee, forthwith pay to the Trustee all sums held in  
trust by the Paying Agent.  
  
 Section 3.2 Appointment as Sales Agent; Acceptance of New Sales Duties.  
Subject to the limitations of the Securities Exchange Act of 1934, as amended,  
FNB Financial Services hereby appoint the Agent as Sales Agent with respect to  
the offer and sale of the New Notes and any other Securities issued under the  
New Indenture (the "New Offer"). In carrying out its function as Sales Agent,  
the Agent shall be strictly limited to performing the functions, and shall have  
the duties and obligations, set forth in the Prospectus under the heading "Plan  
of Distribution" (the "New Sales Duties" and, together with the New Paying Agent  
Duties, the "New Note Duties"). The Sales Agent shall take such actions as may  
be necessary to cause the representations set forth in Section 2.3(ii) hereof to  
be true and correct at all times during the term of this Agreement.  
  
 Section 3.3 Appointment as Exchange Agent; Acceptance of Exchange Agent  
Duties. FNB Financial Services and FNB hereby appoint the Agent as Exchange  
Agent for the Exchange Offer. The Agent acknowledges that it has received and  
reviewed the Prospectus and Letter of Transmittal, and hereby accepts such  
appointment and agrees to perform all of the duties and obligations of the  
Exchange Agent as specified in Article IV of this Agreement (the "Exchange Agent  
Duties," and together with the New Note Duties, the "New Duties"), subject to  
the terms and conditions contained in this Agreement.  
  
 ARTICLE IV  
  
 EXCHANGE AGENT DUTIES  
  
 Section 4.1 Exchange Agent Instructions. In carrying out its Exchange  
Agent Duties, the Agent is to act in accordance with the following instructions:  
  
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 (1) The Agent will perform such duties, and only such duties, as are  
specifically set forth in the section of the Prospectus captioned "The Exchange  
Offer," the Letter of Transmittal or this Agreement.  
  
 (2) Letters of Transmittal received by the Agent shall be stamped by the  
Agent as to the date of receipt and shall be preserved by the Agent for a period  
of time at least equal to the period of time the Agent preserves other records  
pertaining to the transfer of the New Notes and the FNB Notes (together, the  
"Securities"). The Agent will examine each of the Letters of Transmittal and FNB  
Notes and any other documents received by it from holders of FNB Notes, to  
ascertain whether: (i) on their face the Letters of Transmittal and any such  
other documents are duly executed and properly completed in accordance with  
instructions set forth therein, and (ii) the FNB Notes have otherwise been  
properly tendered. In each case where the Letter of Transmittal or any other  
document has been improperly completed or executed or any of the FNB Notes are  
not in proper form for transfer or some other irregularity in connection with  
the acceptance of the Exchange Offer exists, the Agent will endeavor to inform  
the tendering holder of the need for fulfillment of all requirements, and to  
take any other action as may be necessary or advisable to cause such  
irregularity to be corrected.  
  
 (3) Tenders of FNB Notes may be made only as set forth in the section of  
the Prospectus captioned "The Exchange Offer - Procedures for Tendering FNB  
Notes," and pursuant to properly completed and executed Letters of Transmittal,  
and FNB Notes shall be considered properly tendered only when tendered in  
accordance with the procedures set forth therein. With the approval of an  
authorized officer of Regency Consumer Financial Services Inc., the general  
partner of FNB Financial Services (the "General Partner"), an authorized officer  
of FNB or any other person designated in writing by FNB Financial Services or  
FNB (each a "Designated Officer"), the Agent is authorized to waive any  
irregularities in connection with any tender of FNB Notes pursuant to the  
Exchange Offer. Notwithstanding the provisions of this paragraph, FNB Notes that  
any Designated Officer shall approve as having been properly tendered shall be  
considered to be properly tendered.  
  
 (4) If requested by FNB Financial Services or FNB, the Agent shall advise  
by facsimile transmission or telephone, and promptly thereafter confirm in  
writing to such person or persons as FNB Financial Services and FNB may request,  
daily (and more frequently during the week immediately preceding the Expiration  
Date), as to the aggregate principal amounts by series, maturities and account  
numbers, of FNB Notes which have been tendered pursuant to the Exchange Offer  
and the items received by the Agent pursuant to this Agreement, separately  
reporting and giving cumulative totals as to items properly received and items  
improperly received. In addition, the Agent will also inform, and cooperate in  
making available to FNB Financial Services and FNB, upon oral request made from  
time to time on or prior to the Expiration Date, such other information as FNB  
Financial Services or FNB reasonably requests. Such cooperation shall include,  
without limitation, the granting by the Agent to FNB Financial Services and FNB,  
and any person as FNB Financial Services and FNB may reasonably request, of  
access to those persons on the Agent's staff who are responsible for receiving  
tenders, in order to ensure that immediately prior to the Expiration Date, FNB  
Financial Services and FNB shall have received information in sufficient detail  
to enable them to decide whether or not to extend the Exchange Offer. The Agent  
shall prepare a final list of all persons whose tenders were accepted, the  
aggregate principal amount by series, maturities and account  
  
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numbers, of FNB Notes tendered, and the aggregate principal amount by series,  
maturities and account numbers, of FNB Notes accepted, and deliver said lists to  
FNB Financial Services and FNB promptly after the Expiration Date.  
  
 (5) Upon satisfaction or waiver of all of the conditions to the Exchange  
Offer, FNB Financial Services will immediately notify the Agent of its  
acceptance of, and will promptly exchange all, FNB Notes properly tendered for  
corresponding New Notes. The Agent, on behalf of FNB Financial Services and FNB,  
will exchange such FNB Notes for New Notes provided to the Agent by or on behalf  
of FNB Financial Services, and cause such FNB Notes to be canceled. Each New  
Note delivered on behalf of FNB Financial Services by the Agent to a tendering  
holder of an FNB Note shall be in the exact principal amount and of the  
particular series and both the original and remaining maturities of New Note  
directly corresponding to the principal amount and series and both the original  
and remaining maturities of FNB Note so tendered; provided, however, that in all  
cases, FNB Notes tendered pursuant to the Exchange Offer will be exchanged only  
after timely receipt by the Agent of such FNB Notes, a properly completed and  
duly executed Letter of Transmittal (or facsimile thereof), and any other  
required documents.  
  
 (6) Tenders pursuant to the Exchange Offer are irrevocable, subject to the  
terms and upon the conditions set forth in the Prospectus and the Letter of  
Transmittal. The Agent shall advise FNB Financial Services and FNB with respect  
to any FNB Notes received subsequent to the Expiration Date, and accept their  
instructions with respect to disposition of such FNB Notes.  
  
 (7) If, pursuant to the Exchange Offer, FNB Financial Services does not  
accept for exchange all or part of the FNB Notes tendered because of an invalid  
tender, the occurrence of certain other events set forth in the Prospectus under  
the caption "The Exchange Offer - Conditions to the Exchange Offer" or  
otherwise, the Agent shall promptly return those FNB Notes not accepted for  
exchange, together with any related required documents and the Letters of  
Transmittal relating thereto in the Agent's possession, to the FNB Note holders  
who tendered them. All unaccepted FNB Notes, and New Notes issued in exchange  
for FNB Notes, shall be forwarded by first class, certified mail, return receipt  
requested or other appropriate means as determined by the Agent in its  
discretion.  
  
 Section 4.2 Agent Responsibilities. The Agent:  
  
 (1) shall have no duties as Exchange Agent other than those specifically  
set forth in the section of the Prospectus captioned "The Exchange Offer," the  
Letter of Transmittal or this Agreement, or as may be subsequently agreed to in  
writing by the Agent and FNB Financial Services or FNB;  
  
 (2) will be regarded as making no representations and having no  
responsibilities as to the validity, sufficiency, value or genuineness of any of  
the Securities deposited with the Agent or issued pursuant to the Exchange  
Offer, and will not be required to and will make no representation as to the  
validity, value or genuineness of the Exchange Offer, the Letter of Transmittal  
or any other disclosure materials delivered in connection therewith;  
  
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 (3) shall not be obligated to take any legal action hereunder, unless it  
shall have been furnished with an indemnity satisfactory to it;  
  
 (4) may rely on, and be fully authorized and protected in acting or  
failing to act, upon any certificate, instrument, opinion, notice, letter,  
telegram, telex, facsimile transmission or other document or security delivered  
to the Agent and believed by the Agent to be genuine and to have been signed by  
the proper party or parties;  
  
 (5) may reasonably act upon any tender, statement, request, agreement or  
other instrument whatsoever not only as to its due execution and the validity  
and effectiveness of its provisions, but also as to the truth and accuracy of  
any information contained therein, which the Agent shall in good faith believe  
to be genuine or to have been signed or represented by a proper person or  
persons, unless otherwise properly waived;  
  
 (6) may rely on, and shall be authorized and protected in acting or  
failing to act upon, the written, telephonic and oral instructions with respect  
to any matter relating to the Agent acting under this Agreement (or  
supplementing or qualifying any such actions) of officers of either the General  
Partner or of FNB;  
  
 (7) may consult with counsel satisfactory to the Agent, including counsel  
for FNB Financial Services or FNB, with respect to any questions relating to the  
Agent's duties and responsibilities, and the advice or opinion of such counsel  
shall be full and complete authorization and protection in respect of any action  
taken, suffered or omitted to be taken by the Agent hereunder in good faith and  
in accordance with the advice or opinion of such counsel, provided that the  
Agent shall promptly notify FNB Financial Services and FNB of any action taken  
or omitted by the Agent in reliance upon such advice or opinion; and  
  
 (8) shall not pay or offer any concessions, commissions or solicitation  
fees to any broker, dealer, bank or other persons or engage or use any third  
person to solicit tenders or sales of Securities.  
  
 ARTICLE V  
  
 EXPENSES; ABSENCE OF COMPENSATION; INDEMNIFICATION  
  
 Section 5.1 Payment of Fees and Expenses; Absence of Compensation. The  
Agent shall be responsible for the payment all fees, charges and out-of-pocket  
expenses incurred by FNB Financial Services and FNB in connection with the New  
Offer and the Exchange Offer, and by the Agent in performing its New Duties;  
provided, however, that the Agent may be reimbursed by FNB Financial Services or  
FNB for such fees, charges and out-of-pocket expenses as FNB Financial Services  
or FNB and the Agent may agree from time to time. The Agent shall not be  
compensated for its services and the performance of the New Duties hereunder.  
  
 Section 5.2 Indemnification of Agent. FNB Financial Services and FNB shall  
indemnify and hold harmless the Agent against any and all losses, claims,  
damages, liabilities and expenses (or actions in respect thereof) that arise (i)  
out of, or are based upon, any untrue statement or alleged untrue statement of  
any material fact as set forth in the Prospectus, or (ii) out  
  
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of an omission or alleged omission from the Prospectus of any statement or  
information necessary to make the statements therein not misleading, and FNB  
Financial Services and FNB shall further reimburse any legal or other expenses  
reasonably incurred by the Agent in connection with investigating or defending  
any such loss, claim, damage, liability or action; provided, however, that  
neither FNB Financial Services nor FNB will be liable in any such case to the  
extent that any such loss, claim, damage, liability or expense arises out of  
or-is based upon any untrue statement or alleged untrue statement made or  
furnished in reliance upon and in conformity with written information furnished  
by the Agent specifically for use therein; and provided, further, that this  
indemnity agreement with respect to any untrue statement or omission in the  
Prospectus shall not inure to the benefit of the Agent on account of any loss,  
claim, damage or liability arising from the sale of New Notes by the Sales Agent  
or the exchange of New Notes for FNB Notes to any person if a copy of the  
Prospectus shall not have been sent or given by or on behalf of the Sales Agent  
to such person at or prior to the written confirmation of the sale of New Notes  
to such person or the exchange of New Notes for FNB Notes of such person. The  
indemnity agreement contained in this Section will be in addition to any  
liability which FNB Financial Services or FNB may otherwise have.  
  
 Section 5.3 Indemnification of FNB Financial Services and FNB. The Agent  
shall indemnify and hold harmless FNB Financial Services and FNB against any and  
all losses, claims, damages and liabilities arising out of (i) any written  
information set forth in the Prospectus which was furnished by the Agent, (ii)  
the failure of the Agent to deliver a copy of the Prospectus to a purchaser of  
any of the New Notes for cash or through the exchange of FNB Notes for New Notes  
at or prior to written confirmation of the sale of any of the New Notes to such  
purchaser, (iii) the Agent's failure to comply with the "Blue Sky" laws of any  
jurisdiction in which FNB Financial Services or FNB would be liable therefor or  
(iv) the Agent's breach of any representation, warranty or covenant contained  
herein.  
  
 ARTICLE VI  
  
 DUTIES OF FNB FINANCIAL SERVICES  
  
 Section 6.1 Preparation of Forms. FNB Financial Services shall timely  
prepare and distribute to the Holders of the New Notes and the Internal Revenue  
Service (the "IRS"), IRS Forms 1099 and such other forms and reports as may be  
required pursuant to applicable law. All information necessary to prepare such  
forms and reports which is held by the Agent shall be delivered to FNB Financial  
Services in a timely fashion so as not to hinder FNB Financial Services in  
meeting its obligations hereunder.  
  
 Section 6.2 Registration of New Notes; Distribution of Prospectus. FNB  
Financial Services shall be responsible for registering the New Notes under all  
applicable state and federal securities laws. Additionally, FNB Financial  
Services shall deliver to the Sales Agent copies of the Prospectus, together  
with any and all amendments or supplements thereto, for distribution by the  
Sales Agent to prospective purchasers of the New Notes and holders of FNB Notes  
considering the Exchange Offer.  
  
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 ARTICLE VII  
  
 MISCELLANEOUS  
  
 Section 7.1 Term of Agreement. This Agreement shall remain in full force  
and effect until the earlier of (i) such time as the principal of and interest  
on all New Notes outstanding under the New Indenture shall have been paid, and  
(ii) the effective date of the resignation or removal of the Agent in accordance  
with Section 7.4 hereof.  
  
 Section 7.2 Amendments.  
  
 (1) No amendment or modification of any provision of this Agreement shall  
be effective unless the same shall be in writing and signed by all the parties  
hereto.  
  
 (2) The parties agree that they will not amend any provision in the New  
Indenture or any other agreement affecting, in any material respect, the duties  
or rights of the Agent without the prior written consent of the Agent.  
  
 Section 7.3 Notices. Any notices, requests or other communications given  
or made pursuant to the Indentures or any other agreement affecting the duties  
or rights of the Agent shall be made as specified in the New Indenture. All such  
notices, requests or other communications shall be directed to the Agent at its  
administrative office located at 0000 Xxxx Xxxxx Xxxxxx, Xxxxxxxxx, Xxxxxxxxxxxx  
00000. The parties may, by notice given pursuant to this Section, designate any  
different address to which subsequent communications shall be sent.  
  
 Section 7.4 Resignation and Removal. The Agent may resign from, and may be  
removed from, the performance of all of, the New Sales Duties, the New Paying  
Agent Duties and/or the Exchange Agent Duties upon 60 days written notice. No  
such resignation or removal shall take effect until the acceptance of  
appointment of a successor agent for such duties.  
  
 Section 7.5 Successors. Any corporation or association into which the  
Agent may be converted or merged, or with which it may be consolidated, or any  
corporation or association resulting from any such conversion, merger or  
consolidation to which it is a party, shall be and become successor agent  
hereunder invested with all of the rights, powers, trusts, duties and  
obligations of the Agent hereunder, without the execution or filing of an  
instrument or any further act.  
  
 Section 7.6 Action Due on Saturdays, Sundays and Holidays. If any date on  
which a payment, notice or other action required by this Agreement or the New  
Indenture falls on other than a Business Day, then that action or payment need  
not be taken or made on such date, but may be taken or made on the next  
succeeding Business Day on which the Agent is open for business with the same  
force and effect as if made on such day.  
  
 Section 7.7 Conflicts; Interpretation. If there is any conflict between  
provisions of this Agreement and provisions of the New Indenture, the provisions  
of the New Indenture shall control. Subject to the foregoing, the Agent may  
construe any ambiguous or inconsistent  
  
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provision of this Agreement and any construction of a provision by the Agent  
shall be binding upon FNB Financial Services and FNB.  
  
 Section 7.8 Headings. The headings in this Agreement are for purposes of  
reference only and shall not in any way limit or otherwise affect the meaning or  
interpretation of any of the terms hereof.  
  
 Section 7.9 Remedies. Unless otherwise specified herein, in the event that  
any party breaches or violates any of the obligations contained in this  
Agreement, each other party shall be entitled to exercise any right and seek any  
remedy available to it either at law or in equity, including, without  
limitation, damages and injunctive relief. The exercise of any right or the  
seeking of any remedy shall not preclude the concurrent or subsequent exercise  
of any other right or the seeking of any other remedy, and all rights and  
remedies shall be cumulative.  
  
 Section 7.10 Entire Agreement; Benefit of the Agreement. This Agreement  
constitutes the entire agreement among the parties with respect to the subject  
matter hereof, and any prior agreements or understandings between any of the  
parties to this Agreement relating to such subject matter are hereby superceded  
to the extent inconsistent with this Agreement; provided, however, that for  
purposes of clarity, the Agency Agreement dated as of January 1, 1994 by and  
between FNB and Regency Finance Company, as Agent, shall continue in full force  
and effect except as modified by this Agreement. This Agreement is solely for  
the benefit of the parties hereto and their successors and assigns, and no other  
person shall acquire or have any rights under or by virtue hereof. This  
Agreement shall be binding upon and shall inure to the benefit of the parties  
and respective permitted successors and assigns.  
  
 Section 7.11 No Implied Waivers. The rights of any party under any  
provision of this Agreement shall not be affected by its prior failure to  
require the performance by any other party under such provision or any other  
provision of this Agreement, nor shall the waiver by any party of a breach of  
any provision hereof constitute a waiver of any succeeding breach of the same or  
any other provision or constitute a waiver of the provision of any other  
provision itself or any other provision.  
  
 Section 7.12 Counterparts. This Agreement may be executed in two or more  
counterparts, each of which shall constitute an original but both or all of  
which, when taken together, shall constitute but one instrument, and shall  
become effective when copies hereof which, when taken together, bear the  
signatures of each of the parties hereto, shall be delivered to each of the  
parties hereto.  
  
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 IN WITNESS WHEREOF, the Agent, FNB Financial Services and FNB have each  
caused this Agreement to be duly executed in its name and on its behalf by its  
duly authorized officer as of the date above written.  
  
 F.N.B. CORPORATION, FNB FINANCIAL SERVICES, LP  
 AS GUARANTOR  
 BY: REGENCY CONSUMER FINANCIAL  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SERVICES INC., ITS GENERAL PARTNER  
 Name:  
 Title: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Xxxxxx X. Xxxxxxxx, Xx.  
 Title: President  
  
 REGENCY FINANCE COMPANY,  
 AS AGENT  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Xxxxxx X. Xxxxx  
 Title: President and Chief Executive  
 Officer  
  
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