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This Settlement Agreement and Release (the "Agreement") is made and entered into effective February 19, 2010 ("Effective Date") by and between plaintiff Federal Deposit Insurance Corporation, as Receiver for Ocala National Bank ("FDIC") on the one hand, and defendant The Willoughby's Company ("Willoughby"), on the other. The FDIC and Willoughby are collectively referred to herein as "Settling Parties" or individually as "Settling Party".

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RECITALS

- A. Certain disputes and controversies have arisen between the Settling Parties herein.
- B. Such disputes and controversies are encompassed in the claims, demands, and causes of action set forth in a civil action in the United States District Court of the Middle District of Florida, Tampa Division, entitled Federal Deposit Insurance Corporation, as Receiver for Ocala National Bank v. The Willoughby's Company, a Florida Corporation, bearing the case number 8:09-cv-00942-VMO-EAJ (the "Action").
- C. Settling Parties each desire to settle and terminate the dispute existing between them as outlined in the Action as well as other known or unknown claims they might have concerning the four appraisals performed by Willoughby on the four loans described in the Action.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and conditions contained herein, the Settling Parties agree as follows:

1. Payment to the FDIC

1.1 **Settlement Amount.** Willoughby shall deliver payment in immediately available funds to the FDIC's counsel, payable to "FDIC as Receiver for Ocala National Bank," in the amount of forty thousand dollars and no/100 (\$40,000) ("Settlement Payment") within 15 days of the Effective Date of this Agreement or no later than March 9, 2010.

1.2 **Non-Compliance:** If any Settling Party fails to perform its obligations hereunder the other party may proceed under paragraph 3 hereof.

2. **Release.** Upon receipt of the Settlement Payment, FDIC and Willoughby fully and forever release and discharge the other, and their respective assigns, subsidiaries, transferees, predecessors, and successors in interests, present and former employees, insurance carriers, servants, agents, representatives, independent

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contracted, officers, directors, and present corporations, from and against all known actions, proceedings, causes of action, claims for relief, demands, rights, interests, damages, losses, costs, expenses, disbursements (including attorneys' fees and costs), obligations, liabilities, and other claims of every nature whatsoever (collectively, "Claims") arising from the properties purchased by Willoughby on the four specific properties described in the Action.

3. **Enforcement of Settlement Agreement.** Settlement Parties agree that this Agreement is binding and enforceable. In the event it is necessary to make a request or file an action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this Agreement, plus interest, as determined by the Court. The Settling Parties agree that any action or proceeding to enforce this Agreement or any of its terms shall be commenced in the United States District Court of the Middle District of Florida, Tampa Division, which Settling Parties agree shall be the proper jurisdiction and venue for such an action. Any motion to issue judgment on enforce the Agreement may be heard on abbreviated notice of not less than five (5) court days after service of process.

4. **Dismissal of Action.** Within five (5) days after the FDIC receives both a fully executed copy of this Agreement and the Settlement Payment, the FDIC shall file a fully executed request for dismissal of the Action with prejudice as to the entire Action.

5. **Waiver of Attorneys' Fees and Costs.** Upon execution of this Agreement, the Settling Parties shall bear, in or for by its own attorneys' fees and costs in the Action.

6. **No Admission of Liability.** Neither the existence of this Agreement nor the conduct of the Settling Parties shall constitute or be construed as an admission of liability or any wrongdoing whatsoever on the part of the Parties.

7. **Interpretation.** In the case of any uncertainty or ambiguity regarding any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than be interpreted against the party who caused the uncertainty to exist.

8. **Parties in Interest.** Except as expressly stated in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer third-party beneficiary status or to otherwise confer any rights or remedies on any person or entity (collectively, "Third Party"), other than the Settling Parties. Nor shall any provision benefit afford any Third Party a right of subrogation, indemnity, contribution, set-off or action over and against any party to this Agreement.

9. **Informed Consent.** Each Settling Party acknowledges that it has reflected or been afforded the opportunity to seek, say attorney of its choice to



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review this Agreement and all related matters. Each Settling Party declares that such party has received sufficient information, either through such Settling Party's own legal counsel or other sources of such Settling Party's own selection, so as to be able to make an intelligent and informed judgment to enter into this Agreement. Each party further states that each has read this Agreement in its entirety prior to executing this Agreement, and that each has executed this Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance, and legal effect of this Agreement. By executing this Agreement, it is understood by each party that substantial rights may be compromised and/or waived in their entirety.

10. **Attorneys' Fees.** If any action, motion, or proceeding at law or in equity is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and necessary disbursement, as determined by the court of competent jurisdiction, in addition to any other relief to which any of the Settling Parties may be entitled.

11. **Further Assurances.** The Settling Parties shall execute all documents and perform all acts necessary or appropriate to effectuate the performance of this Agreement.

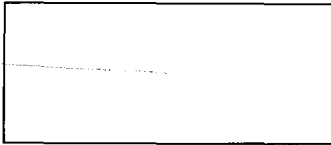
12. **Severability.** It is intended that any portion of this Agreement shall be treated as separate and divisible, and if any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

13. **Complete Instrument.** This Agreement contains the complete understanding made between or among the Settling Parties with respect to the claims being settled and released by this Agreement. This Agreement cannot be amended or modified in any manner except by a writing executed by each of the Settling Parties or by their valid successors(s). Each of the Settling Parties acknowledges that no representations, warranties, covenants, assurances, or other promises not specifically set forth in this Agreement have been made by any party in connection with the subject matter of this Agreement, nor is any party relying on any such conduct in entering into this Agreement. Any negotiations or other communications between the Settling Parties related to the subject matter of this Agreement are of no force or effect and are superseded by this Agreement.

14. **Counterparts.** This Agreement may be signed in counterparts, and each counterpart shall have the same force and effect as though the signatures were contained in a single document. A faxed signature shall be considered an original signature for all purposes under this Agreement.

15. **Time of Essence.** Time is of the essence of each provision of this Agreement wherein time is a factor.

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16. Applicable Law, Jurisdiction, Jury Trial. This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be the federal courts located in Tampa, Hillsborough County, Florida.

17. Successors and Assigns. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the undersigned Parties have executed this Agreement effective as of February 26, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR
FDICIA NATIONAL BANK

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[Redacted Signature Box]

By: Carrie L. Sutherland
Its: Attorney

THE WILLOUGHBY'S COMPANY

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[Redacted Signature Box]

By: Tom Lewis MacNeil
Its: President

APPROVED AS TO FORM AND CONTENT:

THE STEIN LAW GROUP, P.A.

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HENRY A. STEIN, ESQ.
Attorneys for the FDIC,
Receiver of Ocala National Bank

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(b)(6)



ARAM P. MEGERTIAN, ESQ.
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