

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation as Receiver for Peoples First Community Bank, Panama City, Florida ("FDIC-R"), and Greg M. Brudnicki, Joseph F. Chapman, III, Harry Clayton Futrell, Philip W. Griffiths, John Robert Middlemas, Rodney C. Morris, Raymond E. Powell, and John Stephen Wilson (collectively the "Settling Defendants"), (individually, the FDIC-R, the Settling Defendants may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

Prior to December 18, 2009, Peoples First Community Bank, Panama City, Florida ("Bank") was a depository institution organized and existing under the laws of the United States;

On December 18, 2009, the Office of Thrift Supervision ("OTS") closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

Among the assets to which the FDIC-R succeeded were all of the Bank's claims, demands, and causes of action against its former directors, officers, and employees arising from the performance, nonperformance, and manner of performance of their respective functions, duties and acts as directors, officers, and employees of the Bank;

On December 17, 2012, the FDIC-R filed a complaint for money damages against the Settling Defendants, each of whom served at various times as a director and/or officer of the Bank. Those claims for damages are now pending in the United States District Court for the Northern District of Florida in *FDIC-R Peoples First Community Bank v. Brudnicki, et al.*, Case No. 5:12-cv-00398-RS-GRJ ("D&O Action"). The Settling Defendants have denied any and all allegations of negligence, gross negligence, or liability in the D&O Action.

The Bank's insurer ("Insurer") issued a director and officer liability policy for the period July 15, 2007, to July 15, 2010 ("Policy"), that insured the directors and officers of the Bank according to the terms, provisions, and conditions of the Policy. The Settling Defendants asserted claims for coverage under the Policy. Insurer has reserved its rights to deny coverage under the Policy for claims asserted by FDIC-R against the Settling Defendants.

The undersigned Parties acknowledge this is a settlement of disputed claims and defenses and deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

SECTION I: Payment to FDIC-R

A. As an essential covenant and condition to this Agreement, on or before thirty (30) calendar days following April 14, 2014, the Settling Defendants and Insurer, jointly and severally, agree to pay the FDIC-R the sum of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) ("the Settlement Payment").

B. The Settling Defendants shall deliver the Settlement Payment to the FDIC-R by direct wire transfer into an account designated by FDIC-R by notice to the attorneys for the Settling Defendants and Insurer.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subsection A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest) to:

1. Extend the period of time for the Settlement Payment, including interest accruing from the date determined by subsection A above, through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(a)(3); or
2. Enforce this Agreement, in which event the Settling Defendants and

Insurer agree to jurisdiction in United States District Court in Florida and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement, move to vacate any dismissal order, to which the Settling Defendants and Insurer agree to consent, and re-institute an action on the FDIC-R's claims. The Settling Defendants and Insurer further agree to waive any defense based on any statute of limitations that would bar any of the FDIC-R's claims and waive all objections, defenses, claims or counterclaims, and covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed; and/or

4. Seek any other relief available to it in law or equity.

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4 at any time prior to receipt of Settlement Payment (including all accrued interest) in full.

SECTION II: Stipulation and Dismissal

Within ten business days after the latter of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the Settlement Payment, plus any accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit A, in the D&O Action.

SECTION III: Releases

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

1. The Settling Defendants and their respective heirs, executors, trustees, administrators, representatives, insurers, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance,

or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank including without limitation the claims alleged, or that could have been alleged, in the D&O Action.

2. Insurer, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy. As part of this release of the Insurer, the FDIC-R agrees that any interest it may have under the Policy is extinguished.

B. The Settling Defendants' Release.

Effective simultaneously with the release granted in Section III.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, insurers, successors, and assigns, hereby release and discharge the FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions as officers and/or directors of the Bank including without limitation the claims alleged, or that could have been alleged, in the D&O Action.

C. Exceptions from Releases by FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action:

a. Against the Settling Defendants or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as

successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement; and

c. Against any person or entity arising under, excluded from, or relating to the settlement agreement dated November 15, 2013, by and between FDIC-R and Peoples First Properties, Inc. ("PFP") (the "Tax Refund Settlement Agreement").

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person.

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §§ 3322 and 3663 *et. seq.*, if appropriate.

SECTION IV: Waiver of Dividends and Proceeds from Litigation

To the extent, if any, that Settling Defendants are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in

connection with the Bank, its conservatorship, or receivership, Settling Defendants hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds; except that the assignment to FDIC-R provided in this paragraph shall not apply to any dividend, payment, or other distribution to any Settling Defendant from the Bank or its holding company, PFP, or any affiliate, of any amounts received by PFP under the Tax Refund Settlement Agreement.

SECTION V: Representations and Acknowledgements

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

C. Financial Disclosure Representation. Each Settling Defendant has submitted financial information to the FDIC-R including sworn Personal Financial Statements provided to FDIC-R on various dates in March and April 2014, and herein affirms that his financial information was true and accurate as of the date of submission, and further affirms that there has been no material change since the date of submission, to the date of this agreement. Each Settling Defendant expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Defendants. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If the FDIC-R establishes via a final adjudication in an appropriate judicial forum that a Settling Defendant failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Settling

Defendant agrees to cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of the Settling Defendant's undisclosed material interest in such asset(s), or (2) the amount of unpaid damages alleged against that Settling Defendant.

SECTION VI: Reasonable Cooperation

A. The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to conclude the D&O Action, and to otherwise perform the terms of this Agreement.

B. The Settling Defendants agree to cooperate fully with the FDIC-R in connection with any action required under this Agreement. Such cooperation shall consist of:

1. Producing all documents requested by the FDIC-R, without the necessity of subpoena, as determined by the FDIC-R, in its sole discretion, to be relevant to the Bank;
2. Appearing as requested by the FDIC-R at reasonable times and places for interviews regarding facts, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank;
3. Testifying as requested by the FDIC-R, without the necessity of a subpoena, in any matter relevant to the Bank, as determined by the FDIC-R;
4. Signing truthful affidavits, regarding any matter, as determined by the FDIC-R in its sole discretion, to be relevant to the Bank.

SECTION VII: Other Matters

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Execution in Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Parties subscribed thereto upon the execution by all Parties to this Agreement.

C. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Florida.

D. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R: Barbara Slott Pegg, Counsel
Federal Deposit Insurance Corporation
3501 N. Fairfax Dr. B7062
Arlington, VA 22226

(b)(6) _____
Telephone: (703) 516-5273

If to the Settling Defendants: Charles Wachter
Holland & Knight, LLP
100 N. Tampa St., Suite 4100
Tampa, Florida 33602-3644

(b)(6) _____
Telephone: (813) 227-8500

If to Insurer: R. Stacy Lane
Bailey Cavaleri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215-3422

(b)(6) _____
Telephone: (614) 229-3203

E. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other

representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS
RECEIVER FOR PEOPLES FIRST COMMUNITY
BANK, PANAMA CITY, FLORIDA:

(b)(6)

Date: 4/19/14

BY:

TITLE: Counsel, Legal Division

PRINT NAME: B. Vert Legy

SETTLING DEFENDANTS: 1-1

(b)(6)

Date: 4/10/14

BY:

Greg M. Brudnicki

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____

As Attorney-in-Fact with Power of Attorney
on behalf of Joseph F. Chapman, III

PRINT NAME: _____

Date: _____

BY: _____

Harry Clayton Futrell

TITLE: _____

PRINT NAME: _____

representative(s).

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FEDERAL DEPOSIT INSURANCE CORPORATION AS
RECEIVER FOR PEOPLES FIRST COMMUNITY
BANK, PANAMA CITY, FLORIDA:

(b)(6)

Date: 4/9/2014

BY:
TITLE: Counsel, Legal Division
PRINT NAME: B. Jott Regy

SETTLING DEFENDANTS:

Date: _____

BY: _____
Greg M. Brudnicki
TITLE: _____
PRINT NAME: _____

(b)(6)

Date: 4/9/2014

BY:
As Attorney-in-Fact with Power of Attorney
on behalf of Joseph F. Chapman, III
PRINT NAME: David Chapman

Date: _____

BY: _____
Harry Clayton Futrell
TITLE: _____
PRINT NAME: _____

representative(s).

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FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA:

(b)(6) Date: 4/9/2014

BY: [Redacted]
TITLE: Counsel, Legal Division
PRINT NAME: B. J. Kelly

SETTLING DEFENDANTS:

Date: _____

BY: _____
Greg M. Brudnicki

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
As Attorney-in-Fact with Power of Attorney on behalf of Joseph F. Chapman, III

PRINT NAME: HARRY P. FUTRELL

(b)(6) Date: 4/11/2014

BY: [Redacted]
Harry Clayton Futrell

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: 4-10-11

BY:

Philip W. Griffiths

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____

John Robert Middlemas

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____

Rodney C. Morris

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____

Raymond E. Powell

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____

John Stephen Wilson, II

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Philip W. Griffiths

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: Apr. 10, 2014

BY: _____
John Robert Middlemas

TITLE: DIRECTOR + LOAN COORD. MEMBER PEOPLE'S FIRST COMMUNITY BANK

PRINT NAME: JOHN ROBERT MIDDLEMAS

Date: _____

BY: _____
Rodney C. Morris

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Raymond E. Powell

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
John Stephen Wilson, II

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Philip W. Griffiths

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
John Robert Middlemas

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: 4-10-2014

BY:
Rodney C. Morris

TITLE: _____

PRINT NAME: Rodney C. Morris

Date: _____

BY: _____
Raymond E. Powell

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
John Stephen Wilson, II

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Philip W. Griffitts

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
John Robert Middlemas

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Rodney C. Morris

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: 4/10/14

BY:
Raymond E. Powell

TITLE: _____

PRINT NAME: Raymond Powell

Date: _____

BY: _____
John Stephen Wilson, II

TITLE: _____

PRINT NAME: _____



Date: _____

BY: _____
Philip W. Griffiths

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
John Robert Middlemas

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Rodney C. Morris

TITLE: _____

PRINT NAME: _____

Date: _____

BY: _____
Raymond E. Powell

TITLE: _____

PRINT NAME: _____

(b)(6)

Date: 4-10-14

BY: _____
John Stephen Wilson, II

TITLE: Director

PRINT NAME: John Stephen Wilson

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
Peoples First Community Bank,

Plaintiff,

vs.

CASE NO.: 5:12-CV-00398-RS-GRJ

GREG M. BRUDNICKI,
JOSEPH F. CHAPMAN, III,
HARRY CLAYTON FUTRELL,
PHILIP W. GRIFFITTS,
JOHN ROBERT MIDDLEMAS,
RODNEY C. MORRIS,
RAYMOND E. POWELL, and
JOHN STEPHEN WILSON, II,

Defendants.

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Federal Deposit Insurance Corporation, as Receiver for Peoples First Community Bank, Panama City, Florida, and Defendants Greg M. Brudnicki, Joseph F. Chapman, III, Harry Clayton Futrell, Philip W. Griffiths, John Robert Middlemas, Rodney C. Morris, Raymond E. Powell, and John Stephen Wilson, II, that the above-captioned action is hereby dismissed with prejudice.

IT IS FURTHER STIPULATED AND AGREED that the parties shall bear their own

EXHIBIT A

attorney's fees, costs, and expenses incurred in this action.

Dated: April ___, 2014

Respectfully submitted,

/s/ Joseph G. Galardi
Joseph G. Galardi
Florida Bar No. 180572

/s/Charles Wachter
Charles Wachter
Florida Bar No. 509418

(b)(6) [REDACTED]
BEASELY HAUSER KRAMER
& GALARDI, P.A.
505 South Flagler Drive, Suite 1500
West Palm Beach, Florida 33401
Telephone: (561) 835-0900
Facsimile: (561) 835-0939
Attorneys for Plaintiff

[REDACTED]
HOLLAND & KNIGHT, LLP
100 N. Tampa St., Suite 4100
Tampa, Florida 33602-3644
Telephone: (813) 227-8500
Facsimile: (813) 229-0134
Attorneys for Defendants

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that on this ___ day of April, 2014, this document was electronically filed with the Clerk of this Court by using the CM/ECF system, which will serve a copy on all counsel of record.

/s/ Joseph G. Galardi
Joseph G. Galardi