

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS that Federal Deposit Insurance Corporation, as Receiver for **Century Bank, FSB**, Sarasota, Florida ("FDIC"), Plaintiff, in that certain case now pending in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, Case No.: 2008-CA-00416-NC (hereinafter sometimes referred to as Releasor), in consideration of the payment by **First Charlotte Appraisals, Inc.**, (hereinafter sometimes referred to as Releasees) of the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), the receipt of which FDIC hereby acknowledges, does hereby release, acquit and forever discharge the following:

1. Defendant, First Charlotte Appraisals, Inc.;
2. Each parent and subsidiary corporation of First Charlotte Appraisals, Inc., their officers, directors, appraisers, agents, servants and employees and their assigns, trustees and successors in interest; and insurers of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, demands and liability whatsoever, in law or in equity, including but not limited to any and all administrative claims, which against said Releasees or any of them FDIC ever had, now has, or may have in the future arising on account of or in connection with the appraisal prepared by First Charlotte Appraisals, Inc., that was the subject of Case No.: 2008-CA-00416-NC (the "First Charlotte Appraisal"), for monetary or compensatory damages, and the consequences thereof, which were raised or could have been raised in Case No.: 2008-CA-00416-NC .

FDIC further understands and agrees that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part

of the party or parties hereby released by whom liability is expressly denied.

FDIC and Releasees further understand and agree that no promise or agreement not herein expressed has been made to and that this Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

It is expressly understood that this agreement does not in any way impair or infringe on the rights of Releasor to continue to receive any and all benefits to which it is entitled under any existing insurance policy or any other provider of similar benefits, because this agreement does not purport to release any such provider of such benefits.

The Releasor further states that while it hereby releases any and all claims against Releasees for both past and future losses resulting from the First Charlotte Appraisal, the necessity for future expenses incurred therein is speculative and unknown at this time and, therefore, as a result, Releasor does not deem the settlement herein made to fully satisfy its damages in the event future expense is incurred. As a result, Releasor reserves its right to pursue and recover all future expenses from any person, firm or organization who may be responsible for payment of such expenses, including any insurance coverage, but such reservation does not include the Releasees, its insurers, appraisers, agents, or employees.

Dated: April 20<sup>th</sup>, 2012.

TOMCHIN & O'ROURKE, P.A.

[Redacted Signature]

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Kenneth A. Tomchin,  
Florida Bar No. 724955  
Attorney for Federal Deposit Insurance Corporation  
as Receiver for First Charlotte Appraisals

STATE OF FLORIDA        )  
  ) ss.  
COUNTY OF DUVAL        )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kenneth A. Tomchin, for and as attorney for Federal Deposit Insurance Corporation, as Receiver for Century Bank, FSB, Sarasota, Florida, known to me to be the person described in and who executed the foregoing Release, and who acknowledged before me that they executed the same for the purposes therein expressed.

2012.

I have hereunto set my hand and affixed my official seal this 20<sup>th</sup> day of April,



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Notary Public, State of Florida

Affiant is personally known to me.

