

**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.: 2008CA0155NC (hereinafter sometimes referred to as Releasers), in consideration of the payment by **Greber Appraisal Services, Inc., and Liberty Surplus Insurance Corporation**, (hereinafter sometimes referred to as Releasees) of the sum of Ten Thousand Dollars and 00/100 (\$10,000.00), the receipt of which FDIC hereby acknowledges, does hereby release, acquit and forever discharge the following:

1. Defendant, Greber Appraisal Services, Inc.;
2. Liberty Surplus Insurance Corporation;
3. Each parent and subsidiary corporation of Greber Appraisal Services, Inc., their officers, directors, agents, servants and employees and their assigns, trustees and successors in interest; and
4. Each parent and subsidiary corporation of Liberty Surplus Insurance Corporation, their officers, directors, agents, servants and employees and their assigns, trustees and successors in interest;

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, 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 Greber Appraisal Services, Inc., on or about May 2, 2006, which was the subject of Case No.: 2008CA0155NC (the "Greber Appraisal"), for monetary or compensatory damages, and the consequences thereof, which were raised or could have been raised in Case No.: 2008CA0155NC.

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 Greber 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 insureds, its agents, or employees.

Dated: ~~December 21, 2010~~  
January 21, 2011

(b)(6)

MCKAY LAW FIRM, P.A.

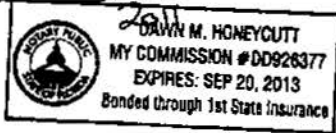
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Scott McKay  
Florida Bar No. 187800  
Attorney for Federal Deposit Insurance Corporation  
as Receiver for Century Bank, FSB, Sarasota, FL  
#10148

STATE OF FLORIDA     )  
  ) ss.  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Scott McKay, 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.

I have hereunto set my hand and affixed my official seal this 21 day of January, 2011.



[Redacted]

(b)(6)

Notary Public  
Print Name \_\_\_\_\_  
Commission Number \_\_\_\_\_

Personally known  OR Produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_