

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 First State Bank, Sarasota, Florida (“FDIC-R”), and Eileen J. Mangano, as Personal Representative of the Estate of Ronald H. Copenhaver, Corey J. Coughlin, Camden Ted French, Robert Wade Harris, John Tzannetakis, Lisa Ulrich, and Michael K. Worthington (collectively the “Settling Defendants”), and Progressive Casualty Insurance Company (“Insurer”) (individually, the FDIC-R, the Settling Defendants and the Insurer may be referred to herein as “Party” and collectively as the “Parties”).

RECITALS

WHEREAS:

Prior to August 7, 2009, First State Bank (“Bank”) was a depository institution organized and existing under the laws of Florida;

On August 7, 2009, the Florida Office of Financial Regulation 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 August 6, 2013, 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 Middle

District of Florida in *FDIC-R v. Copenhaver et al.*, No.: 8:13-cv-02037-VMC-TBM (“D&O Action”). The Settling Defendants have denied liability in the D&O Action.

Insurer issued a director and officer liability policy numbered (“Policy”), (b)(4) which 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 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 the date this Agreement is executed by all Parties, the Insurer, on behalf of the Settling Defendants, agrees to pay the FDIC-R the sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000.00) (“the Settlement Payment”).

B. The Insurer, on behalf of 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. No less than ten (10) days before payment is due, the FDIC-R shall provide the Insurer with full wiring instructions and an executed Form W-9 for the designated account.

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 for the Middle District of 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 and not assert objections, defenses, claims or counterclaims, including any defense based on any statute of limitations that bar any of the FDIC-R's claims, 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. In addition, the FDIC-R shall file a withdrawal of claim with prejudice, in the form attached hereto as Exhibit B, of the FDIC-R's claim in the probate action entitled *In Re the Estate of Ronald Copenhaver* pending in the Circuit Court in and for Pinellas County, Florida, Case Number: 14-001068-ES.

SECTION III: Releases

A. The FDIC-R's Releases.

Upon receipt of the Settlement Payment in full and except as provided in Section III.D., 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, 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 causes of action alleged in the D&O Action.

2. Insurer, its parents, subsidiaries, affiliates and reinsurers, and its 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.

3. All other former directors, officers, and employees of the Bank (collectively, the "Covered Persons") and their respective heirs, executors, trustees, administrators, 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, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank including without limitation the causes of action alleged in the D&O Action. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

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, successors, and assigns, hereby release and discharge:

1. 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 causes of action alleged in the D&O Action.

2. Insurer, its parents, subsidiaries, affiliates and reinsurers, and its 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 Settling Defendants agree that any interest they have under the Policy is extinguished.

3. Each other and each other's respective heirs, executors, trustees, administrators, 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 D&O Action.

C. The Insurer's Release.

Effective simultaneously with the releases granted in Section III.A. above, Insurer, for itself and its successors and assigns, and on behalf of its parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby releases and discharges:

1. The FDIC-R, and its employees, officers, directors, agents, 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 Policy.

2. Each of the Settling Defendants and their respective heirs, executors, trustees, administrators, 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 D&O Action. Nothing in this release shall affect any defense to Coverage Insurer may have with respect to any claim that may be asserted against it in the future, if any, connection with the Policy or otherwise.

D. 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.

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.

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.

SECTION VI: Reasonable Cooperation

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.

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:

Glenn A. Harris
Legal Division, Federal Deposit Insurance Corporation
3501 Fairfax Drive
Arlington, VA 22226
Email address:

If to the Settling Defendants Bileen J. Mangano, as Personal Representative of the Estate of Ronald Copenhaver, Camden Ted French, Robert Wade Harris, and Lisa Ulrich:

(b)(6)

Howard K. Coates, Jr.
McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401

(b)(6) Email address:

If to the Settling Defendant Corey J. Coughlin:

A. George Iglar
Adams and Reese LLP
2457 Care Drive
Tallahassee, FL 32308

(b)(6) Email address:

If to the Settling Defendants John Tzannetakis and Michael Worthington:

Lawrence A. Kellogg
Levine, Kellogg, Lehman, Schneider -- Grossman LLP
201 South Biscayne Boulevard
22nd Floor, Miami Center
Miami, FL 33131

(b)(6) Email address:

If to Insurer:

Lewis K. Loss
Loss, Judge & Ward, LLP
1133 21st Street, N.W.
Washington, DC 20036

(b)(6) Email address:

B. 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 FIRST STATE BANK

(b)(6)

Date: 7-25-14

BY:

TITLE: Counsel

PRINT NAME: Glenn A. Harris

Date: _____

EILEEN J. MANGANO, as Personal Representative
of the Estate of Ronald H. Copenhaver

Date: _____

COREY J. COUGHLIN

BY: _____

TITLE: Attorney in Fact

PRINT NAME:

Date: _____

CAMDEN TED FRENCH

Date: _____

ROBERT WADE HARRIS

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 FIRST STATE BANK

Date: _____

BY: _____

TITLE: Counsel

PRINT NAME: Glenn A. Harris

(b)(6)

Date: 7/12/14



EILEEN J. MANGANO, as Personal Representative of the Estate of Ronald H. Copenhaver

Date: _____

COREY J. COUGHLIN

BY: _____

TITLE: Attorney in Fact

PRINT NAME:

Date: _____

CAMDEN TED FRENCH

Date: _____

ROBERT WADE HARRIS

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 FIRST STATE BANK

Date: _____

BY: _____

TITLE: Counsel

PRINT NAME: Glenn A. Harris

Date: _____

EILEEN J. MANGANO, as Personal Representative
of the Estate of Ronald H. Copenhaver

Date: 7/12/14

(b)(6)

COREY J. COUGHLIN *AA*

BY:

~~TITLE: Attorney in Fact~~

PRINT NAME:

Date: _____

CAMDEN TED FRENCH

Date: _____

ROBERT WADE HARRIS

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 FIRST STATE BANK

Date: _____

BY: _____

TITLE: Counsel

PRINT NAME: Glenn A. Harris

Date: _____

EILEEN J. MANGANO, as Personal Representative
of the Estate of Ronald H. Copenhaver

Date: _____

COREY J. COUGHLIN

BY: _____

TITLE: Attorney in Fact

PRINT NAME: _____

(b)(6)

Date: 7-16-14

CAMDEN TED FRENCH

Date: _____

ROBERT WADE HARRIS

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 FIRST STATE BANK

Date: _____

BY: _____

TITLE: Counsel

PRINT NAME: Glenn A. Harris

Date: _____

EILEEN J. MANGANO, as Personal Representative
of the Estate of Ronald H. Copenhaver

Date: _____

COREY J. COUGHLIN

BY: _____

TITLE: Attorney in Fact

PRINT NAME:

Date: _____

CAMDEN TED FRENCH

(b)(6)

Date: 7-20-2014

ROBERT WADE HARRIS

(b)(6)



Date: 7/17/14

JOHN TZANNETAKIS

Date: _____

LISA ULRICH

Date: _____

MICHAEL K. WORTHINGTON

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: _____

BY: _____

TITLE:

PRINT NAME:

Date: _____

JOHN TZANNETAKIS

(b)(6)

Date: 7/16/14



LISA ULRICH

Date: _____

MICHAEL K. WORTHINGTON

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: _____

BY: _____

TITLE:

PRINT NAME:

Date: _____

JOHN TZANNETAKIS

Date: _____

LISA ULRICH

(b)(6)

Date: 7/14/14

MICHAEL K. WORTHINGTON

PROGRESSIVE CASUALTY INSURANCE COMPANY

Date: _____

BY: _____

TITLE:

PRINT NAME:

Date: _____

JOHN TZANNETAKIS

Date: _____

LISA ULRICH

Date: _____

MICHAEL K. WORTHINGTON

PROGRESSIVE CASUALTY INSURANCE COMPANY

(b)(6)

Date: *7/10/14*

BY: *[Signature]*

[Redacted Signature Box]

TITLE: *Claims Specialist Sr.*

PRINT NAME: *Lawrence D. Leaders*

Exhibit “A”

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FIRST STATE BANK,

Plaintiff,

Case No.: 8:13-cv-02037-VMC-TBM

v.

EILEEN J. MANGANO, as Personal
Representative of the Estate of
RONALD H. COPENHAVER, COREY J.
COUGHLIN, CAMDEN TED FRENCH a/k/a
C. TED FRENCH, ROBERT WADE HARRIS
a/k/a R. WADE HARRIS, JOHN
TZANNETAKIS, LISA ULRICH, and
MICHAEL K. WORTHINGTON,

Defendants.

_____ /

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff, the Federal Deposit Insurance Corporation as Receiver for First State Bank (“Plaintiff” or “FDIC-R”), and Defendants, Eileen J. Mangano, as personal Representative of the Estate of Ronald H. Copenhaver, Corey J. Coughlin, Camden Ted French, Robert Wade Harris, John Tzannetakis, Lisa Ulrich, and Michael K. Worthington (collectively, “Defendants”) (Plaintiff and Defendants shall hereinafter be collectively referred to as “Parties”) hereby stipulate to the dismissal of this matter, with prejudice, with all Parties to bear their own costs and attorneys’ fees.

The Parties respectfully request that the Court enter an Order dismissing this matter with prejudice and retaining jurisdiction to enforce the terms of the Settlement and Release Agreement entered into by the Parties on or about _____, 2014.

Date: August __, 2014

Respectfully submitted,

/s/ _____
Barbara Viniestra
Florida Bar Number 716901
CONCEPCION MARTINEZ & PUENTE
255 Aragon Avenue, 2nd Floor
Coral Gables, FL 33134
Telephone: (305) 444-6669
Facsimile: (305) 444-3665
E-mail: _____
Counsel for Plaintiff FDIC-R

(b)(6)

/s/ _____
Howard K. Coates, Jr.
Florida Bar Number 714306
Courtney G. Tito
Florida Bar Number 726141
McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401
Telephone: (561) 472-2121
Facsimile: (561) 471-2122
E-mail: _____

(b)(6)

(b)(6)

Counsel for Defendants Eileen J. Mangano, as Personal Representative of the Estate of Ronald H. Copenhaver, C. Ted French, Robert Wade Harris, and Lisa Ulrich

/s/

A. George Igler
Florida Bar Number 279927
Adams and Reese LLP
2457 Care Drive
Tallahassee, FL 32308
Telephone: (850) 878-2411
Facsimile: (850)878-1230

(b)(6) E-mail: [REDACTED]

*Counsel for Defendant
Corey J. Coughlin*

/s/

Robert Jerald Angerer, Jr.
Florida Bar Number 995381
Angerer & Angerer
2903 Royal Isle Dr.
P.O. Box 10468
Tallahassee, FL 32302

(b)(6) E-mail: [REDACTED]

Co-Counsel for Defendant Corey J. Coughlin

/s/

Lawrence A. Kellogg
Florida Bar Number 328601
Jason Kellogg
Florida Bar Number 578401
Levine, Kellogg, Lehman, Schneider +
Grossman LLP
201 South Biscayne Boulevard
22nd Floor, Miami Center
Miami, FL 33131

(b)(6) E-mail: [REDACTED]

(b)(6) [REDACTED]

*Counsel for Defendants John Tzannetakis
and Michael K. Worthington*

CERTIFICATE OF SERVICE

I hereby certify that on August ____, 2014, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/ Barbara Viniegra

SERVICE LIST

Carlos F. Concepcion, Esq.

(b)(6) [Redacted]

(Served via Transmission or Notices of Electronic Filing generated by CM/ECF)

Barbara Viniegra, Esq.

(b)(6) [Redacted]

Concepcion, Martinez & Puente
255 Aragon Ave., 2nd Floor
Coral Gables, FL 33134
Counsel for FDIC-R

Howard K. Coates, Jr., Esq.

(b)(6) [Redacted]

(Served via Transmission or Notices of Electronic Filing generated by CM/ECF)

McDonald Hopkins LLC
505 S. Flagler Drive, Suite 300
West Palm Beach, FL 33401
Counsel for Defendants Ronald H. Copenhaver, C. Ted French, Robert Wade Harris, and Lisa Ulrich

(b)(6) Robert Jerald Angerer, Jr., Esq. (Served via Transmission or Notices of Electronic Filing generated by CM/ECF)
[Redacted]
Angerer & Angerer
2903 Royal Isle Dr.
P.O. Box 10468
Tallahassee, FL 32302
Co-Counsel for Defendant Corey J. Coughlin

(b)(6) A. George Iglar, Esq. (Served via Transmission or Notices of Electronic Filing generated by CM/ECF)
[Redacted]
Adams and Reese LLP
2457 Care Drive
Tallahassee, FL 32308
Co-Counsel for Defendant Corey J. Coughlin

(b)(6) Lawrence A. Kellogg, Esq. (Served via Transmission or Notices of Electronic Filing generated by CM/ECF)
[Redacted]
(b)(6) Jason Kellogg, Esq.
[Redacted]
Levine, Kellogg, Lehman, Schneider + Grossman LLP
201 South Biscayne Boulevard
22nd Floor, Miami Center
Miami, FL 33131
Counsel for Defendants John Tzannetakis and Michael K. Worthington

Exhibit “B”

IN THE 6th JUDICIAL CIRCUIT COURT
FOR PINELLAS COUNTY, FLORIDA

IN RE: ESTATE PROBATE DIVISION
OF
RONALD H. COPENHAVER, Case No: 522014CP001068XXESXX
Division: 4
Deceased.

NOTICE OF FILING VOLUNTARY DISMISSAL OF CLAIM WITH PREJUDICE

To: Clerk of the Court for Pinellas County
Guardianship & Probate (by U.S. Mail)
501 County Building
501 First Avenue North
St. Petersburg 33701

The undersigned, CHARLES VERES, ESQ. and BARBARA VINIEGRA, ESQ., as Co-Counsel for Federal Deposit Insurance Corporation as Receiver for First State Bank, Sarasota, Florida ("FDIC-R"), hereby gives notice of filing voluntary dismissal of its claim with prejudice.

Executed this ____ day of _____, 2014.

CHARLES VERES, ESQ.
Co-Counsel for Claimant FDIC-R
CHARLES VERES, P.A.
9055 S.W. 87 Avenue, Suite 306
Miami, Florida 33176
Tel: 305.665.8696
Fax: 305.665.6577
Florida Bar No: 0391859

(b)(6)



BARBARA VINIEGRA, ESQ.
Co-Counsel for Claimant FDIC-R
Concepcion, Martinez & Puente
255 Aragon Avenue, 2nd Floor
Coral Gables, Florida 33134
Tel: 305.444.6669 ext.192
Fax: 305.444.3665
Florida Bar No. 716901

(b)(6)



CHARLES VERES, P.A.
Attorney at Law