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CONDITIONAL RELEASE AGREEMENT

This CONDITIONAL RELEASE AGREEMENT (the "Release") is entered into this 22nd day of July, 2010, between Wells Fargo Bank, National Association as successor by merger to Wachovia Bank, National Association ("Wells Fargo") and Ruden, McClosky, Smith, Schuster & Russell, P.A. ("Ruden McClosky"). Wells Fargo and Ruden McClosky are herein sometimes collectively referred to as, the "Parties").

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties have agreed as follows:

1. This Release is entered into concurrently with the execution and delivery of the Settlement Agreement (the "Settlement Agreement") between the Waters Edge Liquidation Trust and the Ruden Entities (as defined in the "Settlement Agreement"), dated as of the date hereof, with respect to the lawsuit styled Waters Edge One, L.L.C. v. Ruden, McClosky, Smith, Shuster, & Russell, P.A. and Mark Grant, Pinellas County, Florida Circuit Court Case Number 08-012052-CI-020 (the "Lawsuit" or "Litigation").

2. Subject to the provisions of Paragraph 3 of this Conditional Release Agreement and Paragraph 8 of the Settlement Agreement and Exhibit E thereto, Wells Fargo hereby releases any and all claims, demands or actions which it now has, or ever had, of any type whatsoever against Ruden McClosky and its attorneys, employees, officers, predecessors, successors, and assigns, arising out of the delivery of that certain opinion letter dated November 2, 2005 by Ruden McClosky to Wachovia Bank, National Association with respect to the "Waters Edge" condominium project in Clearwater, Florida in connection with that certain Construction Loan Agreement dated October 26, 2005 between the syndication agent, Wachovia Bank, Wachovia Capital Markets, Waters Edge One L.L.C. and Opus South Corporation, including all amendments and modifications thereto ("the Subject Loan" and the "Subject Claims," respectively). This Release and those given by other lenders ("Lender Releases") shall be expressly conditioned upon receipt by the Liquidation Trust of the unencumbered Settlement Payment of $23,000,000.00 as defined in the Settlement Agreement, and shall be of no force or effect until both of the following have occurred: (a) the Liquidation Trustee shall have received the Settlement Payment, and (b) the all Settlement Payment funds have been released from any escrow or any similar account, and are available for immediate distribution pursuant to the terms of the Liquidation Trust Agreement. The Ruden Entities hereby agree to toll the applicable statutes of limitations period for any of the Subject Claims that may be held by the Lenders from April 27, 2010 until Lender Releases become effective under the terms set forth above, provided however, that in the event Ruden seeks protection from its creditors under any federal or state insolvency laws, at set forth below, the statute of limitations shall be tolled until any required disgorgement as set forth below. The Lenders hereby agree and covenant not to bring any of the Subject Claims against the Ruden Entities during the period in which the applicable statutes of limitations periods are tolled as set forth herein.

3. Voidability of Obligations Hereunder. Notwithstanding anything to the

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contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Wells Fargo, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Wells Fargo Bank, National Association,
as successor by merger to Wachovia Bank,
National Association

By: Natalie Anderson
Natalie Anderson
Vice President

Ruden, McClosky, Smith,
Schuster & Russell, P.A.

By: _____

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contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Wells Fargo, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Wells Fargo Bank, National Association,
as successor by merger to Wachovia Bank,
National Association

By:_____

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
N/K/A Ruden McClosky P.A.

By: _____
BRUCE D. GOODLAND, Vice Pres.

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CONDITIONAL RELEASE AGREEMENT

This CONDITIONAL RELEASE AGREEMENT (the "Release") is entered into this 22nd day of July, 2010, between Bank of America, N.A. ("Bank of America"), and Ruden, McClosky, Smith, Schuster & Russell, P.A. ("Ruden McClosky"). Bank of America and Ruden McClosky are herein sometimes collectively referred to as, the "Parties").

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties have agreed as follows:

1. This Release is entered into concurrently with the execution and delivery of the Settlement Agreement (the "Settlement Agreement") between the Waters Edge Liquidation Trust and the Ruden Entities (as defined in the "Settlement Agreement"), dated as of the date hereof, with respect to the lawsuit styled Waters Edge One, L.L.C. v. Ruden, McClosky, Smith, Shuster, & Russell, P.A. and Mark Grant, Pinellas County, Florida Circuit Court Case Number 08-012052-CI-020 (the "Lawsuit" or "Litigation").

2. Subject to the provisions of Paragraph 3 of this Conditional Release Agreement and Paragraph 8 of the Settlement Agreement and Exhibit E thereto, Bank of America hereby releases any and all claims, demands or actions which it now has, or ever had, of any type whatsoever against Ruden McClosky and its attorneys, employees, officers, predecessors, successors, and assigns, arising out of the delivery of that certain opinion letter dated November 2, 2005 by Ruden McClosky to Wachovia Bank, National Association with respect to the "Waters Edge" condominium project in Clearwater, Florida in connection with that certain Construction Loan Agreement dated October 26, 2005 between the syndication agent, Wachovia Bank, Wachovia Capital Markets, Waters Edge One L.L.C. and Opus South Corporation, including all amendments and modifications thereto ("the Subject Loan" and the "Subject Claims," respectively). This Release and those given by other lenders ("Lender Releases") shall be expressly conditioned upon receipt by the Liquidation Trust of the unencumbered Settlement Payment of $23,000,000.00 as defined in the Settlement Agreement, and shall be of no force or effect until both of the following have occurred: (a) the Liquidation Trustee shall have received the Settlement Payment, and (b) the all Settlement Payment funds have been released from any escrow or any similar account, and are available for immediate distribution pursuant to the terms of the Liquidation Trust Agreement. The Ruden Entities hereby agree to toll the applicable statutes of limitations period for any of the Subject Claims that may be held by the Lenders from April 27, 2010 until Lender Releases become effective under the terms set forth above, provided however, that in the event Ruden seeks protection from its creditors under any federal or state insolvency laws, at set forth below, the statute of limitations shall be tolled until any required disgorgement as set forth below. The Lenders hereby agree and covenant not to bring any of the Subject Claims against the Ruden Entities during the period in which the applicable statutes of limitations periods are tolled as set forth herein.

3. Voidability of Obligations Hereunder. Notwithstanding anything to the contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its

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creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Bank of America, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Bank of America, N.A.

By: Bettie Van Tilburg
BETTIE VAN TILBURG
SENEOR VICE PRESIDENT

532239

Ruden, McClosky, Smith,
Schuster & Russell, P.A.

By: _____

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creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Bank of America, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Bank of America, N.A.

By:_____

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
N/K/A Ruden McClosky P.A.

By: V.P.
BRUCE D. GOORLAND, Vice Pres.

532239

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CONDITIONAL RELEASE AGREEMENT

This CONDITIONAL RELEASE AGREEMENT (the "Release") is entered into this 22nd day of July, 2010, between PNC Bank, National Association as successor in interest to National City Bank ("PNC Bank") and Ruden, McClosky, Smith, Schuster & Russell, P.A. ("Ruden McClosky"). PNC Bank and Ruden McClosky are herein sometimes collectively referred to as, the "Parties").

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties have agreed as follows:

1. This Release is entered into concurrently with the execution and delivery of the Settlement Agreement (the "Settlement Agreement") between the Waters Edge Liquidation Trust and the Ruden Entities (as defined in the "Settlement Agreement"), dated as of the date hereof, with respect to the lawsuit styled Waters Edge One, L.L.C. v. Ruden, McClosky, Smith, Shuster, & Russell, P.A. and Mark Grant, Pinellas County, Florida Circuit Court Case Number 08-012052-CI-020 (the "Lawsuit" or "Litigation").

2. Subject to the provisions of Paragraph 3 of this Conditional Release Agreement and Paragraph 8 of the Settlement Agreement and Exhibit E thereto, PNC Bank hereby releases any and all claims, demands or actions which it now has, or ever had, of any type whatsoever against Ruden McClosky and its attorneys, employees, officers, predecessors, successors, and assigns, arising out of the delivery of that certain opinion letter dated November 2, 2005 by Ruden McClosky to Wachovia Bank, National Association with respect to the "Waters Edge" condominium project in Clearwater, Florida in connection with that certain Construction Loan Agreement dated October 26, 2005 between the syndication agent, Wachovia Bank, Wachovia Capital Markets, Waters Edge One L.L.C. and Opus South Corporation, including all amendments and modifications thereto ("the Subject Loan" and the "Subject Claims," respectively). This Release and those given by other lenders ("Lender Releases") shall be expressly conditioned upon receipt by the Liquidation Trust of the unencumbered Settlement Payment of $23,000,000.00 as defined in the Settlement Agreement, and shall be of no force or effect until both of the following have occurred: (a) the Liquidation Trustee shall have received the Settlement Payment, and (b) the all Settlement Payment funds have been released from any escrow or any similar account, and are available for immediate distribution pursuant to the terms of the Liquidation Trust Agreement. The Ruden Entities hereby agree to toll the applicable statutes of limitations period for any of the Subject Claims that may be held by the Lenders from April 27, 2010 until Lender Releases become effective under the terms set forth above, provided however, that in the event Ruden seeks protection from its creditors under any federal or state insolvency laws, at set forth below, the statute of limitations shall be tolled until any required disgorgement as set forth below. The Lenders hereby agree and covenant not to bring any of the Subject Claims against the Ruden Entities during the period in which the applicable statutes of limitations periods are tolled as set forth herein.

3. Voidability of Obligations Hereunder. Notwithstanding anything to the

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contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims PNC Bank, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

PNC Bank, National Association,
as successor in interest to National
City Bank

By: Jennifer Turchi
Jennifer Turchi, Vice President

Ruden, McClosky, Smith,
Schuster & Russell, P.A.

By: _____

532239

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contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims PNC Bank, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

PNC Bank, National Association,
as successor in interest to National
City Bank

By:_____

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
N/K/A Ruden McCloskY P.A.

By: _____ V.P.
BRUCE D. GOODLAND, Vice Pres.

532239

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CONDITIONAL RELEASE AGREEMENT

This CONDITIONAL RELEASE AGREEMENT (the "Release") is entered into this 22nd day of July, 2010, between Regions Bank ("Regions"), and Ruden, McClosky, Smith, Schuster & Russell, P.A. ("Ruden McClosky"). Regions and Ruden McClosky are herein sometimes collectively referred to as, the "Parties").

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties have agreed as follows:

1. This Release is entered into concurrently with the execution and delivery of the Settlement Agreement (the "Settlement Agreement") between the Waters Edge Liquidation Trust and the Ruden Entities (as defined in the "Settlement Agreement"), dated as of the date hereof, with respect to the lawsuit styled Waters Edge One, L.L.C. v. Ruden, McClosky, Smith, Shuster, & Russell, P.A. and Mark Grant, Pinellas County, Florida Circuit Court Case Number 08-012052-CI-020 (the "Lawsuit" or "Litigation").

2. Subject to the provisions of Paragraph 3 of this Conditional Release Agreement and Paragraph 8 of the Settlement Agreement and Exhibit E thereto, Regions hereby releases any and all claims, demands or actions which it now has, or ever had, of any type whatsoever against Ruden McClosky and its attorneys, employees, officers, predecessors, successors, and assigns, arising out of the delivery of that certain opinion letter dated November 2, 2005 by Ruden McClosky to Wachovia Bank, National Association with respect to the "Waters Edge" condominium project in Clearwater, Florida in connection with that certain Construction Loan Agreement dated October 26, 2005 between the syndication agent, Wachovia Bank, Wachovia Capital Markets, Waters Edge One L.L.C. and Opus South Corporation, including all amendments and modifications thereto ("the Subject Loan" and the "Subject Claims," respectively). This Release and those given by other lenders ("Lender Releases") shall be expressly conditioned upon receipt by the Liquidation Trust of the unencumbered Settlement Payment of $23,000,000.00 as defined in the Settlement Agreement, and shall be of no force or effect until both of the following have occurred: (a) the Liquidation Trustee shall have received the Settlement Payment, and (b) the all Settlement Payment funds have been released from any escrow or any similar account, and are available for immediate distribution pursuant to the terms of the Liquidation Trust Agreement. The Ruden Entities hereby agree to toll the applicable statutes of limitations period for any of the Subject Claims that may be held by the Lenders from April 27, 2010 until Lender Releases become effective under the terms set forth above, provided however, that in the event Ruden seeks protection from its creditors under any federal or state insolvency laws, at set forth below, the statute of limitations shall be tolled until any required disgorgement as set forth below. The Lenders hereby agree and covenant not to bring any of the Subject Claims against the Ruden Entities during the period in which the applicable statutes of limitations periods are tolled as set forth herein.

3. Voidability of Obligations Hereunder. Notwithstanding anything to the contrary contained herein or in the Settlement Agreement, if Ruden seeks protection from its

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creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Regions, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Regions Bank

By: Karen Branch
Karen Branch
Vice President

532239

Ruden, McClosky, Smith,
Schuster & Russell, P.A.

By: _____

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creditors pursuant to any state or federal bankruptcy or insolvency law and/or if any court of competent jurisdiction rules that the settlement payments are void or voidable and/or otherwise ordered to be disgorged, then any release provided by the Lenders shall likewise be void and all claims and resulting remedies shall be restored irrespective of the expiration of any statute of limitations period that might otherwise be applicable, and the parties' rights and remedies shall be fully restored to those rights and remedies as of April 27, 2010 pursuant to the terms of the Settlement Agreement, including all claims relating to the November 2, 2005 letter as referenced in the Settlement Agreement. The parties agree that any applicable limitations period under any applicable statute of limitations shall be tolled during the period between April 27, 2010 and the date of a final order through any appeals requiring disgorgement of the Settlement Payment. The applicable statutes of limitations periods shall begin to run again upon the disgorgement of the Settlement Payment.

4. This release shall apply solely to the Subject Claims as defined herein and shall not constitute a release or waiver of any other claims Regions, its predecessors, successors or assigns may have now or in the future.

5. It is expressly understood and agreed that this Release relates solely to the Subject Loan defined above, and has no impact or legal effect whatsoever with respect to any other relationship or transaction between or involving the Parties to this Release.

6. In the event of any controversy, claim, or dispute between the Parties affecting or relating to the performance of this Release, the prevailing party shall be entitled to recover all of its attorneys' fees, expenses and costs.

7. This Release contains all of the terms agreed upon by the Parties and supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written.

8. This Release shall be governed by the laws of the State of Florida.

9. This Release may be executed in counterparts, all of which, taken together, shall constitute the Agreement of the Parties.

Regions Bank

By:_____

Ruden, McClosky, Smith,
Schuster & Russell, P.A.
N/K/A Ruden McCLOSKY P.A.

By: _____ V.P.
BRUCE D. GOODLAND, Vice Pres.

532239