

## RELEASE OF ALL CLAIMS

This Indenture Witnesseth that I, Rick Harty, President, on behalf of the Key West Botanical Garden Society, Inc., for good and valuable consideration, to wit: a settlement agreement between the City of Key West, Monroe County, and Key West Botanical Garden Society, Inc. involving soil contamination and the City of Key West's payment toward the resolution of said issue in excess of \$24,000.00, do hereby for my heirs, personal representatives and assigns, release and forever discharge Gallagher Bassett Services, Inc., Employer's Mutual Inc., The City of Key West, and all other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time, and particularly on account of all property damages, loss or damages of any kind sustained or that I may hereafter sustain in consequence of the removal and disposition of soil from the Key West Botanical Garden Society site that occurred on or about the month of June, 2008, at or near 5210 College Road located in Key West, FL.

To procure payment of said sum, I thereby declare: that I am more than 18 yrs of age; that no representation about the nature and extent of said damages made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced me to make this settlement; that in determining said consideration there has been taken into consideration not only the ascertained damages, but also the possibility that the damages sustained may be uncertain and indefinite, so that consequences not now anticipated may result from the removal of said soil described herein.

The Undersigned enters into this agreement as an authorized representative of the Key West Botanical Garden Society, Inc; said authority being granted to the undersigned at a meeting of its Board of Directors held on 01/21/2011.

The Undersigned agrees, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated damages resulting from the removal of said soil described herein, as well as to those now disclosed.

I understand that the parties hereby released admit no liability of any sort by reason of said removal of soil described herein and that said consideration and settlement in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives or other representatives the Key West Botanical Garden Society, Inc., might hereafter assert because of said removal.

Signed and sealed this 1st day of July, 2011.

Rick Harty  
Rick Harty

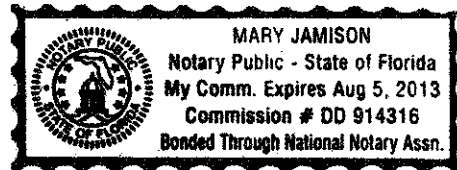
NOTARY:

Seal-

On July 1, 2011, before me personally appeared Rick Harty, to me known to be the person who executed the forgoing instrument, and acknowledged that Rick Harty executed same as a free act and deed.

Mary Jamison  
Notary Public

My commission expires Aug 5, 2013



PERSONALLY KNOWN

IDENTIFICATION PROVIDED :