

recover from the other Party its costs and expenses incurred in connection with such action (including fees, disbursements and expenses of attorneys and costs of investigation).

15.11 *No Waiver.* No failure, delay or omission of or by any Party in exercising any right, power or remedy upon any breach or Default of any other Party shall impair any such rights, powers or remedies of the Party not in breach or Default, nor shall it be construed to be a waiver of any such right, power or remedy, or an acquiescence in any similar breach or Default; nor shall any waiver of any single breach or Default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any provisions of this Agreement must be in writing and be executed by the Parties to this Agreement and shall be effective only to the extent specifically set forth in such writing.

15.12 *Remedies Cumulative.* All remedies provided in this Agreement, by law or otherwise, shall be cumulative and not alternative.

15.13 *Entire Contract.* This Agreement and the documents and instruments referred to herein constitute the entire contract between the parties to this Agreement and supersede all other understandings with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, Acquired Corporation and BancGroup have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

ATTEST:

/s/ JOHN D. ADAMS

By: John D. Adams
Its: Secretary

(CORPORATE SEAL)

ATTEST:

/s/ TERESA R. SKIPPER

By:
Its: Assistant Secretary

(CORPORATE SEAL)

FORT BROOKE BANCORPORATION

/s/ RICHARD H. EATMAN

By: Richard H. Eatman
Its: President and Chief Executive Officer

THE COLONIAL BANCGROUP, INC.

/s/ W. FLAKE OAKLEY

By:
Its: Chief Financial Officer