

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

LAND RESOURCE, LLC, *et al*

Debtors,

Case No. 6:08-bk-10159-ABB

(Jointly Administered under
Chapter 7)

Hearing Requested: June 29, 2010
@ 10:00 a.m.

**CHAPTER 7 TRUSTEE'S (i) MOTION FOR APPROVAL AND NOTICE
OF GLOBAL COMPROMISE AND SETTLEMENT OF CONTROVERSIES¹
BETWEEN LEIGH R. MEININGER, TRUSTEE AND KEYBANK NATIONAL
ASSOCIATION, AS AGENT AND LENDER, AND WACHOVIA BANK, NATIONAL
ASSOCIATION, AS LENDER, AND (ii) MEMORANDUM OF LAW IN SUPPORT
THEREOF**

This motion is filed by Leigh R. Meininger, Chapter 7 Trustee for the jointly
administered cases² (the "Trustee"). Pursuant to Rules 2002(a)(3), 7041 and 9019(a) of

¹ This Settlement resolves pending disputes between the litigants in the adversary cases styled *Leigh Richard Meininger v. Chicago Title Insurance Company, et. al.*, Adversary Case No. 6:09-ap-00665-ABB and *Leigh Richard Meininger v. Earthwise Designs, Inc. et. al.*, Adversary Case No. 6:10-ap-00013-ABB, and is being filed simultaneously in those actions.

² The jointly administered cases are:

LAND RESOURCE, LLC,
LAND RESOURCE GROUP, INC.,
LAIRD POINT BROKERAGE, LLC
LR BUFFALO CREEK, LLC,
LR RIVERSEA, LLC,
BLUE MIST FARMS, LLC,
LAIRD POINT, LLC,
LRC HOLDINGS, LLC,
BRIDGE POINTE AT JEKYLL SOUND, LLC,
LAKEMONT ADVERTISING, LLC,
LRC REALTY, LLC,
CLARKS HILL LAKE, LLC,
LAND RESOURCE GROUP OF NORTH
CAROLINA, LLC,
COASTLINE PROPERTIES, LLC,
LAND RESOURCE MEIGS COUNTY, LLC,
ROARING RIVER HOLDING COMPANY, INC.,
CUMBERLAND HARBOUR REALTY, LLC,
LAND RESOURCE ORCHARDS, LLC
HICKORY BLUFF MARINA CLUB, INC.,

Case No. 6:08-bk-10159-ABB
Case No. 6:08-bk-10160-ABB
Case No. 6:08-bk-10161-ABB
Case No. 6:08-bk-10162-ABB
Case No. 6:08-bk-10163-ABB
Case No. 6:08-bk-10164-ABB
Case No. 6:08-bk-10165-ABB
Case No. 6:08-bk-10166-ABB
Case No. 6:08-bk-10167-ABB
Case No. 6:08-bk-10168-ABB
Case No. 6:08-bk-10169-ABB
Case No. 6:08-bk-10170-ABB

Case No. 6:08-bk-10171-ABB
Case No. 6:08-bk-10172-ABB
Case No. 6:08-bk-10174-ABB
Case No. 6:08-bk-10175-ABB
Case No. 6:08-bk-10176-ABB
Case No. 6:08-bk-10177-ABB
Case No. 6:08-bk-10178-ABB

the Federal Rules of Bankruptcy Procedure, the Trustee asks the Court to enter an Order approving this Chapter 7 Trustee's (i) *Motion for Approval and Notice of Global Compromise and Settlement of Controversies between Leigh R. Meininger, Trustee and KeyBank National Association, as agent and lender, and Wachovia Bank, National Association, as lender, and (ii) Memorandum of Law in Support thereof*. This Motion is supported by the argument set forth herein, the Settlement Agreement³ attached hereto as Exhibit "A" (hereinafter referred to as the "Settlement"), the entire record before this Court in the Chapter 11 cases and in these Chapter 7 cases as well as the adversary proceedings referenced in footnotes 4 and 5. The Trustee reserves the right to submit additional evidence in support of the Motion.

I. FACTUAL AND PROCEDURAL BACKGROUND

1. On October 30, 2008 (the "Petition Date"), the Debtors identified in Footnote 2, filed voluntary petitions under Chapter 11, thereby commencing the above-captioned case.

ROARING RIVER, LLC,
 LAND RESOURCE SATILLA RIVER, LLC,
 HICKORY BLUFF MARINA, LLC,
 RUSH CREEK LAND COMPANY, INC.,
 LAIRD BAYOU BROKERAGE, LLC,
 LAND RESOURCE WATTS BAR, LLC,
 SOUTHERN HOA MANAGEMENT, LLC,
 LAIRD BAYOU, LLC
 STILLWATER COVES, LLC,
 LANDFIRST MORTGAGE, LLC,
 LR BAYTREE LANDING, LLC,
 THE RIDGES AT MORGAN CREEK, LLC,
 LANDFIRST TITLE, LLC,
 VILLAGES AT NORRIS LAKE, LLC,
 LRC AVIATION COMPANY, LLC
 POINT PETER, LLLP, Case No. 6:08-bk-10173-ABB, which case remains in Chapter 11.

Case No. 6:08-bk-10179-ABB
 Case No. 6:08-bk-10180-ABB
 Case No. 6:08-bk-10181-ABB
 Case No. 6:08-bk-10182-ABB
 Case No. 6:08-bk-10183-ABB
 Case No. 6:08-bk-10184-ABB
 Case No. 6:08-bk-10185-ABB
 Case No. 6:08-bk-10186-ABB
 Case No. 6:08-bk-10187-ABB
 Case No. 6:08-bk-10188-ABB
 Case No. 6:08-bk-10189-ABB
 Case No. 6:08-bk-10190-ABB
 Case No. 6:08-bk-10191-ABB
 Case No. 6:08-bk-10192-ABB
 Case No. 6:08-bk-11675-ABB; Specifically excluding

³ Though a substantive settlement has been reached between the parties to the Settlement Agreement, the Settlement Agreement attached hereto is in draft form and is subject to further revisions by each of the parties thereto. At or prior to the hearing on this Motion, the parties to the Settlement Agreement will file with the Court a final, executed Settlement Agreement.

2. On March 20, 2009, this Court entered its *Order Converting Cases to Proceedings Under Chapter 7 of the Bankruptcy Code* (DE# 441), converting virtually all of the Debtors' cases to separately administered cases under Chapter 7.

3. On June 30, 2009, this Court entered an additional *Order Converting Case from Chapter 11 to Chapter 7* (DE# 503). That Order converted the case of the parent company, Land Resource, LLC (Case No. 6:08-bk-10159-ABB) to Chapter 7.

4. Prior to the conversion of the cases to Chapter 7, the Debtors' cases were previously jointly administered in Chapter 11 pursuant to this Court's November 4, 2008 *Corrected Order Directing Joint Administration* (DE# 17).

5. On July 21, 2009, this Court entered its *Order Directing Joint Administration* (DE# 523), again directing the joint administration of the cases listed in Paragraphs 2 and 3 above during the pendency of the Chapter 7.

6. On March 31, 2009, the Trustee filed an Adversary Complaint⁴ against Chicago Title Insurance Company, KeyBank National Association, and Land Resources LLC.

7. On January 26, 2010, the Trustee filed an Adversary Complaint⁵ against Earthwise Designs, Inc., AB Sitework, Inc., Taylor and Murphy Construction Co., Inc., LCE Engineers, Inc., Shamburger Design Studio, PC, Azimuth Control, Inc., Sailors Engineering Associates, Inc., and Hickory Nut Construction, Inc., as well as Land Resource, LLC, KeyBank National Association, and Chicago Title Insurance Company, as nominal interested parties, to determine validity, priority and amount of liens on certain real property.

⁴ *Leigh Richard Meininger v. Chicago Title Insurance Company, et al.*, Adversary Case No. 6:09-ap-00665-ABB.

⁵ *Leigh Richard Meininger as Trustee v. Earthwise Designs Inc. et al*, Adversary Case No. 6:10-ap-00013-ABB.

8. The Trustee has entered into the Settlement, utilizing his business judgment to resolve certain disputes and claims among the parties, and to avoid the costly and protracted litigation which would otherwise ensue concerning the indebtedness and related matters. The Trustee believes that the Settlement is in best interest of the estates. Accordingly, the Trustee asks that it be approved according to its terms.

II. TERMS OF SETTLEMENT

9. Parties are directed to read the attached Settlement Agreement. By overview only, KeyBank National Association, as agent and lender, and Wachovia Bank, National Association, as lender, and the Trustee shall split the proceeds of the remaining real estate assets 65% / 35% and agree to cooperate in the Point Peter, LLLP Chapter 11 case.

III. LEGAL ARGUMENT

10. The Bankruptcy Court has jurisdiction to grant the relief requested in this Motion, and is substantively authorized to do so pursuant to the applicable statutory provisions which include, without limitation, 28 U.S.C. §§1334 and 157(b), and 11 U.S.C. §105.

A. Standards for Approval of Settlement Agreements

11. Pursuant to 11 U.S.C. §105 of the United States Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure, a bankruptcy court has the authority to approve settlement agreements in a bankruptcy case. The bankruptcy court may approve not only settlements of pending lawsuits, but also settlements of all controversies affecting the estate. See *In re Winn Dixie Stores, Inc.*, 356 B.R. 239, 249 Bankr. M.D. Fla. 2006) (approving a proposed settlement in connection with a plan of reorganization).

Settlements are favored in bankruptcy proceedings where the benefit to the estate in litigating claims is uncertain. *In re Gallagher*, 283 B.R. 342, 347 (Bankr. M.D. Fla. 2002). Settlements allow debtors-in-possession to avoid the risks and expenses associated with litigation. See *Winn Dixie*, 356 B.R. at 250 (“if this case were to proceed to litigation ... the protracted litigation could wipe out the estate.”).

12. The Eleventh Circuit has set forth standards for bankruptcy courts to apply in analyzing proposed settlements:

When a bankruptcy court decides whether to approve or disapprove of a proposed settlement, it must consider: (a) The probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; (d) the paramount interest of creditors and a proper deference to their reasonable views in the premises.

Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.), 898 F.2d 1544, 1549 (11th Cir. 1990), cert. denied, 498 U.S. 959 (1990). In considering these factors, the ultimate question is whether the proposed compromise is fair and equitable and in the best interests of the bankruptcy estate. See *Winn Dixie*, 356 B.R. at 251 (overruling certain objections to a proposed compromise and concluding that the settlement was in best interest of the debtors’ estate); *Gallagher*, 283 B.R. at 346 (“[T]he bankruptcy court must determine whether the proposed compromise is fair and equitable and in the best interests of the bankruptcy estate.”).

13. In the present case, the Settlement should be approved under this standard because it is in the best interests of the Debtors’ estate.

B. The Settlement Should be Approved

14. The Trustee entered into the Settlement in a reasonable and prudent exercise of its business judgment, subject to this Court's approval. As evidenced by the following facts, the Trustee respectfully submits that the Settlement is fair and equitable, and in the best interests of the Debtors' estate:

(a) Through the Settlement, the Trustee will settle existing disputes pending in two separate adversary cases. Absent the Settlement, the Trustee would engage in extensive, uncertain and costly litigation with the other parties to the Settlement Agreement. The Debtors' estate will benefit by avoiding the administrative expense and delay which would be associated with such significant litigation; and

(b) The Trustee asserts that the Settlement meets the standards for approval of a settlement agreement as described above, and should be approved by the Court.

VI. CONCLUSION.

Based on all of the foregoing, the Trustee respectfully requests that the Court enter an Order approving this Settlement in its entirety and granting such other and further relief as the Court deems just and proper under the circumstances of this case.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served with Exhibits by either CM/ECF noticing or U.S. Mail upon Attorney for the Association: Ellsworth Summers, Esq., Rogers Towers, P.A., 1301 Riverplace Blvd., Suite 1500, Jacksonville, FL 32207; Leigh R. Meininger, Chapter 7 Trustee, Post Office Box 1946, Orlando, FL 32802-1946; Buyer, Catalyst Development, LLC, 3153 Butler Bay Drive, Windermere, FL 34786; Debtors, 5337 Millenia Lakes Boulevard, Suite 121, Orlando, FL 32839; Attorney for Debtors: Jordi Guso, Esquire, Berger Singerman P.A., 200 S. Biscayne Blvd., Suite 1000, Miami, FL 33131-5308; and to United States Trustee, 135 West Central Boulevard, Room 620, Orlando, Florida 32801 and the all creditor matrix attached hereto as well as all parties in the adversary cases identified in footnote 1 and

more specifically identified in the adversary matrices attached hereto this 17th day of June 2010.

BROAD AND CASSEL
Attorneys for Chapter 7 Trustee
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Phone: (407) 839-4200
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/s/ Roy S. Kobert

By: _____
Roy S. Kobert, P.A.
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SETTLEMENT AGREEMENT

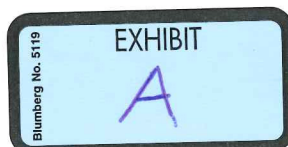
THIS SETTLEMENT AGREEMENT (this "Agreement") is entered into as of this ____ day of June, 2010 (the "Effective Date"), by and between Leigh Richard Meininger, in his capacity as the duly appointed Chapter 7 Trustee (the "Trustee") for Land Resource, LLC ("Land Resource"), and the individual debtors in the jointly administered cases¹ (Land Resource and each of the individual debtors in the jointly administered cases are referred to as a "Debtor", and collectively, as the "Debtors"); KeyBank National Association ("KeyBank" or "25.2M DIP Facility Lender"), as agent and lender; and Wachovia Bank, National Association ("Wachovia"), as lender (KeyBank and Wachovia are collectively referred to as the "42M DIP Facility Lenders") (the 42M DIP Facility Lenders and the 25.2M DIP Facility Lender are collectively referred to as the "DIP Lenders") (each of the foregoing are referred to as a "Party" and are collectively referred to as the "Parties").

¹ LAND RESOURCE, LLC,
 LAND RESOURCE GROUP, INC.,
 LAIRD POINT BROKERAGE, LLC
 LR BUFFALO CREEK, LLC,
 LR RIVERSEA, LLC,
 BLUE MIST FARMS, LLC,
 LAIRD POINT, LLC,
 LRC HOLDINGS, LLC,
 BRIDGE POINTE AT JEKYLL SOUND, LLC,
 LAKEMONT ADVERTISING, LLC,
 LRC REALTY, LLC,
 CLARKS HILL LAKE, LLC,
 LAND RESOURCE GROUP OF NORTH
 CAROLINA, LLC,
 COASTLINE PROPERTIES, LLC,
 LAND RESOURCE MEIGS COUNTY, LLC,
 ROARING RIVER HOLDING COMPANY, INC.,
 CUMBERLAND HARBOUR REALTY, LLC,
 LAND RESOURCE ORCHARDS, LLC
 HICKORY BLUFF MARINA CLUB, INC.,
 ROARING RIVER, LLC,
 LAND RESOURCE SATILLA RIVER, LLC,
 HICKORY BLUFF MARINA, LLC,
 RUSH CREEK LAND COMPANY, INC.,
 LAIRD BAYOU BROKERAGE, LLC,
 LAND RESOURCE WATTS BAR, LLC,
 SOUTHERN HOA MANAGEMENT, LLC,
 LAIRD BAYOU, LLC
 STILLWATER COVES, LLC,
 LANDFIRST MORTGAGE, LLC,
 LR BAYTREE LANDING, LLC,
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 Case No. 6:08-bk-10190-ABB
 Case No. 6:08-bk-10191-ABB
 Case No. 6:08-bk-10192-ABB
 Case No. 6:08-bk-11675-ABB;

Specifically excluding POINT PETER, LLLP, Case No. 6:08-bk-10173-ABB, which case remains in Chapter 11.



WITNESSETH:

WHEREAS, on October 30, 2008, the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Code"); and

WHEREAS, on December 22, 2008, the United States Bankruptcy Court for the Middle District of Florida, Orlando Division (the "Court") entered its *Final Order (I) Authorizing Post-Petition Secured Superpriority Financing Pursuant to Bankruptcy Code Sections 105(a), 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d), (II) Authorizing the Debtors' Use of Cash Collateral Pursuant to Bankruptcy Code Section 363(c), (III) Granting Adequate Protection Pursuant to Sections 361, 363 and 364 of the Bankruptcy Code, and (IV) Modifying the Automatic Stay (DE #174)*, as supplemented by Orders entered on February 5, 2009 (DE #329), March 20, 2009 (DE #453), and August 20, 2009 (DE #26; Case No. 6:08-bk-10173) (collectively, the "DIP Financing Order"); and

WHEREAS, on March 20, 2009, the Court entered its *Order Converting Cases to Proceedings Under Chapter 7 of the Bankruptcy Code* (DE #441), which, amongst other Debtors, included LR Buffalo Creek, LLC ("LR Buffalo"); and

WHEREAS, on June 30, 2009, the Court entered an additional *Order Converting Case from Chapter 11 to Chapter 7* (DE #503), converting the case of the parent company, Land Resource, to Chapter 7; and

WHEREAS, the Trustee is the duly appointed Chapter 7 Trustee with respect to the cases for the Debtors; and

WHEREAS, the Trustee filed that certain Adversary Proceeding styled *Leigh Richard Meininger, Plaintiff, v. Chicago Title Insurance Company, KeyBank National Association, and Land Resources LLC, Defendants*, Case #6:09-ap-00665-ABB (the "KeyBank Adversary Proceeding"), seeking to avoid that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing in the principal amount of \$7 million dated February 29, 2008 and recorded March 7, 2008 in Book 998, Page 61, Public Records of Rutherford County, North Carolina, and recorded March 12, 2008 in Book 4354, Page 1567, Public Records of Buncombe County, North Carolina, and that certain Assignment of Rents and Leases dated February 29, 2008 and recorded March 7, 2008 in Book 955, Page 320, Public Records of Rutherford County, North Carolina, and recorded March 12, 2008 in Book 4534, Page 1601, Public Records of Buncombe County, North Carolina, all of which have been assigned to KeyBank (collectively, the foregoing documents with any ancillary loan documents, the "7M Deed") affecting certain real property ("GreyRock") owned by LR Buffalo known as GreyRock at Lake Lure as more particularly described in the 7M Deed (but specifically excluding the 2006 HGTV Dream House, which was the subject of that certain *Order Granting Chapter 7 Trustee's Motion to Authorize Private Sale of Real Property Located in Lake Lure, North Carolina, Free and Clear of Liens, Claims, Encumbrances, and Interests Pursuant to 11 U.S.C. §363(f)* (DE #52; 6:08-bk-10162-ABB) (the "Dream House Sale Order")); and

WHEREAS, the Trustee filed that certain Adversary Proceeding styled *Leigh Richard Meininger, Plaintiff, v. Earthwise Designs, Inc.; AB Sitework, Inc.; Taylor and Murphy Construction Co., Inc.; LCE Engineers, Inc.; Shamburger Design Studio, PC; Azimuth Control, Inc.; Sailors Engineering Associates, Inc.; and Hickory Nut Construction, Inc., Defendants, and Land Resource, LLC; KeyBank National Association; and Chicago Title Insurance Company, as nominal interested parties*, Case #6:10-ap-00013-ABB (the "Validity, Priority, and Amount Adversary"), seeking to determine the validity, priority, and amount of the liens other than the 7M Deed affecting GreyRock; and

WHEREAS, based on the information contained in that certain *List of Equity Security Holders* dated October 16, 2008 and signed by the President and Secretary of Point Peter, LLLP under penalty of perjury (DE #3; Case No. 6:08-bk-10173-ABB) (the "Equity Affidavit"), the Trustee, as the successor control person of Land Resource (Case No. 6:08-bk-10159-ABB) and Land Resource Group, Inc. (Case No. 6:08-bk-10160-ABB), asserts that he is the holder of 100% of the equity securities of the Land Resource subsidiary, Point Peter, LLLP, the only Land Resource entity with a case still pending in Chapter 11 of Title 11; and

WHEREAS, as a result of the negotiations, the Parties have resolved their disputes in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants hereinafter contained, and other good and valuable consideration, of which the Parties acknowledge receipt, the Parties, intending to be legally bound, agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and are made an integral part hereof.
2. Undefined Terms. Terms not otherwise defined herein shall have the same meaning ascribed to them in the DIP Financing Order.
3. Approval of Settlement Agreement. The Trustee shall file a motion with the Bankruptcy Court requesting that the Bankruptcy Court enter an order approving this Agreement (the "Approval Order"). This Agreement is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court denies the motion for the Approval Order, this Agreement shall be null and void and of no further force or effect.
4. Resolution of Issues. The Parties intend to resolve any and all claims between the Parties that have been raised or could have been raised in any way related to (i) the KeyBank Adversary Proceeding; (ii) the Validity, Priority, and Amount Adversary; (iii) the DIP Financing Order (and all DIP Loan Documents) and (iv) the Point Peter LLLP bankruptcy cases (collectively, the "Settled Matters"). To the extent this Agreement is inconsistent with any prior order or document, this Agreement shall govern; provided, however, that except as expressly provided herein, nothing in this Agreement shall impair or modify the rights and benefits granted to KeyBank and Wachovia in the DIP Financing Order, including without limitation, the rights and

benefits provided to KeyBank and Wachovia in paragraph 28 of the DIP Financing Order and the waiver of the estate's rights under Section 506(c) of the Bankruptcy Code as set forth in paragraph 23 of the DIP Financing Order.

5. Trustee Acknowledgment. The Trustee acknowledges that there are no further claims, directly or derivatively through the Debtors, that may be asserted against or with respect to KeyBank or Wachovia, and, to the extent any may exist, they are waived and released. The Trustee, as the successor control person of Land Resource and Land Resource Group, Inc., the holder of 100% of the equity securities of Point Peter, LLLP, and as Chapter 7 Trustee of the Debtors, acknowledges and agrees that the DIP Financing Order is binding upon Point Peter, LLLP, the Debtors, and their successors and assigns, including without limitation, any subsequently appointed Chapter 7 Trustee in the Point Peter, LLLP case.

6. Exclusions from Agreement. For the avoidance of doubt, this Agreement only resolves the Settled Matters described in this Agreement and the secured claims held by the DIP Lenders against the assets of the Debtors. The pre-petition unsecured claims held by KeyBank and Wachovia (the "Lenders' Unsecured Claims") have been allowed pursuant to the terms of the DIP Financing Order. Except as modified herein, the post-petition administrative expense claims held by KeyBank and Wachovia (the "Lenders' Administrative Expense Claims") are entitled to the status and priority set forth in the DIP Financing Order. Neither the Lenders' Unsecured Claims nor the Lenders' Administrative Expense Claims shall be included within the definition of Settled Matters as used in this Agreement.

7. Releases. Except for the duties and obligations of the Parties as set forth in this Agreement, each of the Parties hereby mutually acknowledge and agree that any and all claims, disputes, actions, causes of action, liabilities, losses, damages, rights, costs or expenses of any nature whatsoever, which either of them has or may ever have against the other, now or in the future, whether known or unknown absolute or contingent, about, concerning, pertaining to, or arising from the Settled Matters have been and are hereby absolutely and irrevocably settled, satisfied, discharged, disclaimed and forgiven without exception or qualification; provided, however, that nothing contained herein shall constitute a release of the Lenders' Unsecured Claims or the Lenders' Administrative Expense Claims. Each of the Parties, for itself and on behalf of all of its successors, assigns, members and partners, officers, directors, shareholders, agents, representatives (the "Related Parties"), excepting only the duties and obligations as set forth in this Agreement and the Lenders' Unsecured Claims and the Lenders' Administrative Expense Claims, hereby absolutely and unconditionally releases and discharges the other Party, and such other Party's Related Parties, from and with respect to the Settled Matters. It is the agreement and intention of the parties that this Agreement is and shall be an absolute and unconditional release of each of the Parties, and their respective Related Parties, by the other Party, and by their Related Parties, about, concerning, and with respect to the Settled Matters as set forth herein.

8. Resolution of Validity, Priority, and Amount Adversary.

(a) Payment of LR Buffalo 42M DIP Facility Lenders' Administrative Expense Claim. As part of the settlement of the disputes in the Validity, Priority, and Amount Adversary only, and for no other purpose, from the proceeds of the sale of the property owned by LR Buffalo as set forth in the Complaint in the Validity, Priority, and Amount Adversary, the Trustee shall pay the 42M DIP Facility Lenders the sum of \$22,000 in satisfaction of the 42M DIP Facility Lenders' Administrative Expense Claims against LR Buffalo under the DIP Financing Order.

(b) Treatment in KeyBank Adversary Proceeding and Validity, Priority and Amount Adversary. The 7M Deed shall be deemed to be a valid, legal, perfected and enforceable lien against the proceeds realized from the sale of GreyRock. After payment in full of the 42M DIP Facility Lenders' Administrative Expense Claims in the amount of \$22,000 as set forth in paragraph (a) above, and all other superior liens and claims as determined by further order of the Court, the Trustee shall pay sixty-five percent (65%) of the proceeds (net of customary closing fees, costs, taxes, and related charges) to KeyBank, as agent for itself and Wachovia, and the Trustee shall retain the remaining thirty-five percent (35%) of the proceeds for the benefit of the bankruptcy estate. For the avoidance of doubt, any amounts due to the Trustee or his attorney for fees under Section 330 of the Bankruptcy Code or the fee specified in Section 326 of the Bankruptcy Code shall be paid from the Trustee's thirty-five percent (35%) share as provided under this paragraph 8(b) of the Agreement; provided, however, the payment of the 42M DIP Facility Lenders' Administrative Expense Claim in the amount of \$22,000 as set forth in paragraph (a) above shall be paid from the proceeds realized from the sale of GreyRock before making such allocation between the Trustee and KeyBank. For the avoidance of any doubt, the Trustee shall be entitled to retain one hundred percent (100%) any surcharge awarded under Section 506(c) of the Bankruptcy Code with respect to an allowed secured claim superior to the 7M Deed. Except for payment of the \$22,000 in satisfaction of the 42M DIP Facility Lenders' Administrative Expense Claims against LR Buffalo, the Trustee's thirty-five percent (35%) share shall not be subject to or used to pay claims of the DIP Lenders under the DIP Financing Order or the Lenders' Administrative Expense Claims; provided, however, the DIP Lenders shall share pro-rata in any distribution for allowed claims of unsecured creditors.

9. Disposition of Proceeds From Remaining Assets. The Trustee shall pay sixty-five percent (65%) of the proceeds (net of customary closing fees, costs, taxes, and related charges) from the sale of all remaining real estate owned by any of the Debtors (other than LR Buffalo) to KeyBank, as agent for itself and Wachovia in full satisfaction of their pre-petition secured claims against the applicable bankruptcy estate and the Trustee shall retain the remaining thirty-five percent (35%) of the proceeds for the benefit of the applicable bankruptcy estate. For the avoidance of doubt, any amounts due to the Trustee or his attorney for fees under Section 330 of the Bankruptcy Code or the fee specified in Section 326 of the Bankruptcy Code shall be paid from the Trustee's thirty-five percent (35%) share as provided in this paragraph 9. Except as set forth in paragraph 8 above as to proceeds realized from the sale of GreyRock, any amounts due to the DIP Lenders under the DIP Financing Order shall be paid from KeyBank's sixty-five percent (65%) share as provided in this

paragraph 9, and the Trustee's thirty-five percent (35%) share shall not be subject to or used to pay claims of the DIP Lenders under the DIP Financing Order or the Lenders' Administrative Expense Claims; provided, however, the DIP Lenders shall share pro-rata in any distribution for allowed claims of unsecured creditors.

10. Prior Bankruptcy Court Orders.

(a) GreyRock Dream House. On June 19, 2009, the Bankruptcy Court previously approved a \$37,500 carveout as part of the Dream House Sale Order, which carveout shall remain property of the bankruptcy estate.

(b) Holden Beach House. The proceeds from the sale of the property at 386 Ocean Blvd. West, Holden Beach, North Carolina, was previously addressed in the October 16, 2009 *Order Granting Chapter 7 Trustee's Motion to Authorize Private Sale of Real Property Located in Holden Beach, North Carolina, Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. §363(f)* (DE #590) (the "Beach House Sale Order"), remain property of the bankruptcy estate.

11. Payments are in Addition to Carve-Outs. All monies paid to and/or retained by the Trustee hereunder, are in addition to, and not in lieu of, the Carve-Outs.

12. Point Peter LLLP. Trustee will not take any further action to impede or interfere with the pending auction sale of the assets of this estate and will not seek conversion to Chapter 7 or dismissal of this bankruptcy case until June 30, 2011.

13. Cooperation; Dismissal of Litigation. The Parties shall execute in good faith such other and further documents as may be required to effectuate the terms of this Agreement. Within five (5) business days of the Approval Order becoming final and non-appealable, the Trustee shall (i) file a Stipulation of Dismissal of the KeyBank Adversary Proceeding and (ii) dismiss KeyBank as a party defendant in the Validity, Priority and Amount Adversary.

14. Waivers; Amendments. No provision of this Agreement shall be waived, amended or supplemented except by a written instrument executed by all Parties.

15. Participation. Each Party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against any of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

16. Time Periods. Time is of the essence in this Agreement. Any time period provided for herein which ends on any day other than a business day shall be extended to 5:00 p.m. (prevailing Orlando, Florida time) of the next business day.

17. Venue. In the event of litigation arising out of this Agreement, the Parties agree that the exclusive venue shall be in the Bankruptcy Court.

18. Attorneys' Fees. In the event any Party institutes legal action to enforce the provisions of this Agreement, the prevailing Party therein shall be entitled to seek an award by the court for reasonable attorneys' fees, costs and expenses incurred in such action.

19. Headings. The headings contained in this Agreement are included solely for the convenience of the Parties hereto and are not part of this Agreement.

20. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, no Party shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that this entire Agreement shall be null and unenforceable if any Party does not obtain the benefit of all releases provided for herein. The Parties shall endeavor in good faith to negotiate to replace the invalid, illegal and unenforceable provisions with valid provisions, the effect of which shall come as close as possible to that of the invalid, illegal or unenforceable revisions.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and there are no oral or written understandings, representations or commitments of any kind, express or implied, which are not expressly set forth herein. The Agreement may only be modified in writing signed by all Parties.

22. Governing Law. This Agreement shall be governed by and be construed and interpreted in accordance with the law of the State of Florida without giving effect to such jurisdiction's conflict of laws principles.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

KEYBANK NATIONAL ASSOCIATION,
as agent and lender

Leigh Richard Meininger, in his capacity as
Trustee of the named bankruptcy estates
of the Debtors, and in his capacity as the
successor control person of Land
Resource, LLC and Land Resource
Group, Inc., together the holder of 100% of
the equity securities of Point Peter, LLLP,
as set forth in the Equity Affidavit

By: _____
Name: _____
Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION, as lender

By: _____
Name: _____
Title: _____

Label Matrix for local noticing
113A-6
Case 6:08-bk-10159-ABB
Middle District of Florida
Orlando
Thu Jun 17 12:34:04 EDT 2010

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2600 Sea Ray Blvd.
Knoxville, FL 37914-6442

Securities Exchange Commission
175 West Jackson Street
Suite 900
Chicago IL 60604-2908

Shamburger Design Studio, PC
Post Office Box 966
Hendersonville, NC 28793-0966

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314 North Polktown Road
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Shield Engineering, Inc.
4301 Taggart Creek Road
Charlotte, NC 28208-5483

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619 East Washington Street
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246 N Hwy 22A
Panama City FL 32404-6265

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Atlanta, GA 30309-3482

Snelling Walters Inc. Agency
1117 Perimeter Center W
#W101
Atlanta, GA 30338-5449

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Marvin Sparrow
175 N. Main Street
Rutherfordton, NC 28139-2501

State of West Virginia
PO Box 2745
Charleston, WV 25330-2745

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121 Industrial Drive
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Rogers Towers, P.A.
1301 Riverplace Blvd. Suite 1500
Jacksonville, FL 32207-1811

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aka Carlsson Investments, LLC
c/o J. Ellsworth Summers, Jr.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207-9000

TN Dept of Environment & Conservation-WPC
c/o TN Atty General, Bankruptcy Div.
PO Box 20207
Nashville, TN 37202-4015

TN Dept. of Environment & Conservation-Water
c/o TN Atty General, Bankruptcy Div.
PO Box 20207
Nashville, TN 37202-4015

TN Dept. of Revenue
c/o TN Attorney General's Office
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202-4015

TN Dept. of Revenue
c/o TN Atty General, Bankruptcy Div.
PO Box 20207
Nashville, TN 37202-4015

Albert Tam
1448 Rue Avati
San Jose, CA 95131-2549

Tam Bui
c/o Richard L. Robbins, Esq.
999 Peachtree Street NE, Ste 1120
Atlanta, GA 30309-4471

Taylor & Murphy Construction
PO Box 1243
Charlotte, NC 28201-1243

Taylor & Murphy Construction Co. Inc.
c/o Armistead Long
11 N. Market Street
Asheville, NC 28801-2902

Taylor and Murphy Construction Co.
c/o Tom Alexander
PO Box 6215
Ashville, NC 28816-6215

Tennessee Department of Revenue
c/o TN Attorney General's Office
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202-4015

Michael A Tessitore
The Tessitore Law Firm, PA
612 E Colonial Drive
Suite 150
Orlando, FL 32803-4650

The 1927 Lake Lure Inn and Spa
625 Oak Street
Green Cove Springs, FL 32043-4313

The Coastal Bank of Georgia
c/o Jason A. Rosenthal
The Rosenthal Law Firm, P.A.
4798 New Broad Street, Suite 310
Orlando, FL 32814-6436

The Coastal Bank of Georgia
PO Box 1024
Brunswick, GA 31521-1024

The Mallory Elizabeth Ward Irrevocable Trust
5277 Isleworth Country Club Drive
Windemere, FL 34786-8964

The Old Orchard Property Owners Association,
c/o J. Ellsworth Summers, Jr.
Rogers Towers, P.A.
1301 Riverplace Blvd.
Ste. 1500
Jacksonville, FL 32207-1811

The Row Boat Company, Inc.
c/o Jason E. Slatkin, Esq.
Slatkin & Reynolds, P.A.
One East Broward Blvd., Suite 609
Fort Lauderdale, FL 33301-1872

The Sarah Caitlin Ward Irrevocable Trust
5277 Isleworth Country Club Drive
Windemere, FL 34786-8964

Steven L Thomas
Kay Casto & Chaney PLLC
Post Office Box 2031
Charleston, WV 25327-2031

Topp Construction Services
Topp Portable Air
900 C Tryens Road
Aston PA 19014-1522

Laura Tran
2551 Edgedale Court
San Jose, CA 95122-4006

Nhung Tran
3177 Apperson Ridge Drive
San Jose, CA 95148-3818

Vinh Tran
5740 Country Club Parkway
San Jose, CA 95138-2222

Trustee Services Inc (KE)
15751 Sheridan Street
Suite 303
Fort Lauderdale, FL 33331-3486

Trustee Services Inc (SM)
8255 West Sunrise Boulevard
Suite 117
Plantation, FL 33322-5403

Tuttle Masonry, Inc.
8050 Martel Road
Lenior City, TN 37772-6036

Unblind, Inc.
11810 Willis Road, #100
Alpharetta, GA 30009-2081

United States Trustee - ORL
135 W. Central Blvd., Suite 620
Orlando, FL 32801-2440

Vaco Orlando, LLC
5410 Maryland Way #460
Bretnwood, TN 37027-5064

Verizon Wireless
PO Box 660108
Dallas, TX 75266-0108

Nicolette Corso Vilmos
Broad and Cassel
390 North Orange Avenue
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999 Peachtree Street NE, Ste 1120
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W & D Investments, Inc.
c/o Robert M. Cunningham
Gilbert, Harrell, Sumerfor, & Martin, PC
P.O. Box 190
Brunswick, GA 31521-0190

W&D Investments, Inc.
c/o Robert M. Cunningham
PO Box 190
Brunswick, GA 31521-0190

W&D Investments, Inc.
c/o Robert F. Higgins, Esq.
215 North Eola Drive
PO Box 2809
Orlando, FL 32802-2809

Wachovia Bank, N.A.
c/o Cynthia C. Jackson, Esq.
225 Water Street, Suite 1800
Jacksonville, FL 32202-5182

Joshua B Walker
Dean Ringers Morgan & Lawton PA
201 East Pine Street
Suite 1200
Orlando, FL 32801-2725

Wayne & Josephine Cox
c/o J. Ellsworth Summers, Jr.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207-9000

Weinstock & Scavo, PC
3405 Piedmont Road, NE # 300
Atlanta, GA 30305-1728

Gilbert Barnett Weisman
Becket & Lee LLP
16 General Warren Blvd
P O Box 3001
Malvern, PA 19355-0701

S Nelson Weston Jr
Richardson Plowden & Robinson PA
1900 Barnwell Street
Columbia, SC 29201-2604

Williams Scotsman Inc
8211 Town Center Dr
Baltimore MD 21236-5904

Windstone LLC
18101 Watercraft Place
Cornelius, NC 28031-7620

XO Communications
14239 Collections Center Drive
Chicago, IL 60693-0001

Roland Yamaguchi
2852 Sugar Pine Court
San Jose, CA 95121-1020

York Bridge Concepts Inc
c/o Jules S Cohen
PO Box 231
Orlando, FL 32802-0231

York Bridge Concepts, Inc.
2420 Brunello Trace
Lutz, FL 33558-7800

York Bridge Concepts, Inc.
1419 W. Waters Avenue
Suite 116
Tampa, FL 33604-2852

Robert L Young
Carlton Fields PA
Post Office Box 1171
Orlando, FL 32802-1171

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Internal Revenue Service
Post Office Box 21126
Philadelphia PA 19114

Nathan Miller
9320 Braquet Lane
Gilroy, CA 95020

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)American Express Bank FSB
c/o Becket and Lee LLP
POB 3001
Malvern PA 19355-0701

(d)Bridge Pointe at Jekyll Sound Community As
c/o Julie Howard
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326-4228

(u)Arthur B. Briskman
Orlando

(u)Cincinnati Insurance Company

(u)Robert Cunningham

(d)Daystar Cleaning, Inc.
1814 Beck Avenue
Panama City, FL 32405-2569

(d)Earl K. Wood, Orange County Tax Collector
c/o Michael A. Paasch, Esq.
Mateer & Harbert, P.A.
P O Box 2854
Orlando FL 32802-2854

(u)Emerson Properties, LLC

(d)Euran Gray Rock Associates, LP
c/o Richard D. Flexner, Esq.
303 Peachtree Street, NE
2800 SunTrust Plaza
Atlanta, GA 30308

(u)Gulf Atlantic Capital Coporation

(d)Herschel Allen, et al.
c/o J. Ellsworth Summers, Jr., Esq.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207-9000

(u)Howard B. Jones & Sons/Laird Pointe

(d)Human Assets South, Inc.
4315 South Lee Street
Suite 200
Buford, GA 30518-5746

(d)KeyBank National Association
c/o Alan R. Lepene, Esq.
3900 Key Tower
127 Public Square
Cleveland, OH 44114-1217

(d)Lexon Insurance Company
c/o David R McFarlin
Wolff, Hill, McFarlin & Herron, PA
1851 West Colonial Drive
Orlando, FL 32804-7013

(d)Diane L. Mauriello
c/o Kevin A. Reck, Esq.
Foley & Lardner LLP
111 N. Orange Ave., Ste. 1800
Orlando, FL 32801-2386

(d)Leigh R Meininger
Post Office Box 1946
Orlando, FL 32802-1946

(u)R & R Excavating, Inc.

(d)Roaring River Lot Owners Association
c/o Steven L. Thomas, Esq.
Kay Casto & Chaney PLLC
PO Box 2031
Charleston, WV 25327-2031

(u)Rutherford County

(d)Tam Bui
3177 Apperson Ridge Drive
San Jose CA 95148-3818

(d)The Coastal Bank of Georgia
c/o Jason A. Rosenthal
The Rosenthal Law Firm, P.A.
4798 New Broad Street, Suite 310
Orlando, FL 32814-6436

(d)W&D Investments, Inc.
c/o Robert M. Cunningham
PO Box 190
Brunswick, GA 31521-0190

(d)Wachovia Bank, N.A.
c/o Cynthia C. Jackson, Esq.
225 Water Street, Suite 1800
Jacksonville, FL 32202-5182

End of Label Matrix

Mailable recipients	269
Bypassed recipients	24
Total	293

Label Matrix for local noticing
113A-6
Case 6:09-ap-00665-ABB
Middle District of Florida
Orlando
Thu Jun 17 12:35:06 EDT 2010

Chicago Title Insurance Company
c/o officer, managing or general agent
171 North Clark Street
Chicago, IL 60601-3294

Keybank National Association
Attn: Henry L. Mayer, CEO
127 Public Square
Cleveland, OH 44114-1217

Land Resources LLC
c/o officer, managing or general agent
5323 Millenia Lakes Boulevard
Suite 300
Orlando, FL 32839-3395

John H Meininger III
John H Meininger III PA
Post Office Box 1946
Orlando, FL 32802-1946

John Henry Meininger III
Meininger & Meininger, P.A.
Post Office Box 1946
Orlando, FL 32802-1946

Leigh Richard Meininger
Post Office Box 1946
Orlando, FL 32802-1946

Damien H. Prosser
300 South Orange Avenue
Suite 1000
Orlando, FL 32801-5403

Grey Squires-Binford
Killgore Pearlman Stamp Ornstein&Squires
Post Office Box 1913
Orlando, FL 32802-1913

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Arthur B. Briskman
Orlando

End of Label Matrix	
Mailable recipients	8
Bypassed recipients	1
Total	9

Label Matrix for local noticing
113A-6
Case 6:10-ap-00013-ABB
Middle District of Florida
Orlando
Thu Jun 17 12:36:20 EDT 2010

Andrew M. Brumby
Shutts & Bowen LLP
Post Office Box 4956
Orlando, FL 32802-4956

Hickory Nut Construction, Inc.
2975 Memorial Hwy
Lake Lure, NC 28746-9249

LCE Engineers, Inc.
603 Macy Drive
Roswell, GA 30076-6331

Leigh R. Weininger
Orlando
Broad and Cassel
P.O. Box 4961
390 N. Orange Ave., Ste 1400
Orlando, FL 32801-1640

Shamburger Design Studio, PC
Post Office Box 966
Hendersonville, NC 28793-0966

Michael A Tessitore
The Tessitore Law Firm, PA
612 E Colonial Drive
Suite 150
Orlando, FL 32803-4650

AB Sitework
195 Round Bar Drive
Hampton Cove, AL 35763-9301

Chicago Title Insurance Company
c/o officer, managing or general agent
171 North Clark Street
Chicago, IL 60601-3294

KeyBank, N.A.
Henry L. Mayer
127 Public Square, 5th Floor
Cleveland, Oh 44114-1217

Land Resource, LLC
5337 Millenia Lakes Boulevard
Suite 121
Orlando, FL 32839-6302

Damien H. Prosser
300 South Orange Avenue
Suite 1000
Orlando, FL 32801-5403

Marvin Sparrow
175 N. Main Street
Rutherfordton, NC 28139-2501

Maureen A Vitucci
Gray Robinson PA
301 East Pine Street
Suite 1400
Orlando, FL 32801-2798

Azimuth Control, Inc.
362 McMillan Blvd.
Boiling Springs, SC 29316-5731

Earthwise Designs, Inc.
P.O. Box 187
Harris, NC 28074-0187

Roy S Kobert
Post Office Box 4961
Orlando, FL 32802-4961

Patrick T Lennon
MacFarlane Ferguson & McMullen
Post Office Box 1531
Tampa, FL 33601-1531

Sailors Engineering Associates, Inc.
1675 Spectrum Drive
Lawrenceville, GA 30043-5743

Taylor and Murphy Construction Co., Inc.
aka Taylor & Murphy Construction Co. Inc
P.O. Box 1243
Charlotte, NC 28201-1243

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Arthur B. Briskman
Orlando

End of Label Matrix
Mailable recipients 19
Bypassed recipients 1
Total 20