THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re:	§	
	§	Case No: 8:09-bk-15106
GREGORY C. BREUNICH,	§	
	§	Chapter 11 J.B. Vol 15, Page 2133
Debtor.	§	
	§	

AGREED ORDER AND JUDGMENT

GREGORY CHARLES BREUNICH, a resident of Sarasota County, Florida ("Debtor"), and **GULF INVESTMENTS, LLC, CRESTED BUTTE INVESTMENTS, LLC, COASTAL INVESTMENTS, LLC**, and **FLORIDA INVESTMENTS, LLC**, each an Indiana limited liability company, (collectively, "Investment Group") enter into this Agreed Order Judgment on the last date executed by a party and agree as follows:

RECITALS

A. Coastal Investments, LLC, Florida Investments, LLC, and Crested Butte Investments, LLC filed a lawsuit in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida against numerous persons and entities (Case No. 09-CA-965-K) (the "Florida Civil Action"). One or more of the defendants in the Florida Civil Action alleged defenses to the claims that, if proven, could support nondischargable claims against Debtor. Debtor is not a party to the Florida Civil Action.

B. On 15 July 2009, Debtor filed a voluntary petition for relief under the provisions of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), initiating Case No. 8:09-bk-15106 in the United States Bankruptcy Court, Middle District of Florida (the "Bankruptcy Court").

C. On 1 October 2009, Gulf Investments, LLC timely filed an unsecured claim against the Debtor in the amount of $1,087,500.00, which is identified on the Debtor's Claims Register as Claim No. 22 (the "Gulf Investments Claim").

D. On 1 October 2009, Crested Butte Investments, LLC timely filed an unsecured claim against the Debtor in the amount of $4,500,000.00, which is identified on the Debtor's Claims Register as Claim No. 23 (the "Crested Butte Investments Claim").

E. On 1 October 2009, Coastal Investments, LLC timely filed an unsecured claim against the Debtor in the amount of $9,000,000.00, which is identified on the Debtor's Claims Register as Claim No. 24 (the "Coastal Investments Claim").

F. On 1 October 2009, Florida Investments, LLC timely filed an unsecured claim against the Debtor in the amount of $7,162,530.00, which is identified on the Debtor's Claims Register as Claim No. 25 (the "Florida Investments Claim").

G. Debtor has filed a Chapter 11 Plan of Reorganization in the Bankruptcy Case (Docket Number 74) (as amended, the "Plan") which Plan proposes certain treatment of the Debtor's debts and disposition of certain real estate and other estate assets, and to which proposed Plan the Investment Group filed an objection and voted against.

H. Debtor disputes the validity of the Gulf Investments Claim, the Crested Butte Investments Claim, the Coastal Investments Claim and the Florida Investments Claim, as well as the bases for them and the allegations made concerning Debtor in the Florida Civil Action.

I. In the interests of avoiding further court proceedings, Debtor and Investment Group have agreed to compromise and resolve all claims, controversies and defenses, now existing or which could be asserted, between them arising from or related to the Gulf

Investments Claim, the Crested Butte Investments Claim, the Coastal Investments Claim and the Florida Investments Claim, and any and all issues related to them.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, promises and obligations set forth below, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound, the parties agree as follows:

1. Incorporation of Recitals.

The above recitals are true and correct and incorporated herein by reference as if fully set forth at length.

2. Allowed Unsecured Nondischargeable Claims.

Debtor and the Investment Group agree and it is hereby ordered that:

(i) Crested Butte Investments, LLC has an Allowed Claim (as defined in the Plan) against Debtor and his bankruptcy estate in the amount of $59,895.00, which is not subject to discharge pursuant to 11 U.S.C. § 523(a)(2), 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 727;

(ii) Coastal Investments, LLC has an Allowed Claim (as defined in the Plan) against Debtor and his bankruptcy estate in the amount of $119,790.00, which is not subject to discharge pursuant to 11 U.S.C. § 523(a)(2), 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 727; and

(iii) Florida Investments, LLC has an Allowed Claim (as defined in the Plan) against Debtor and his bankruptcy estate in the amount of $95,315.00, which is not subject to discharge pursuant to 11 U.S.C. § 523(a)(2), 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 727.

3. Nondischargeable Debt and Judgments Against Debtor.

There is no just reason for delay and, therefore, a nondischargeable final judgment under 11 U.S.C. § 523(a)(2), 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 727 is hereby entered against Debtor and his bankruptcy estate and in favor of (i) Crested Butte Investments, LLC in the amount of $59,895.00, (ii) Coastal Investments, LLC in the amount of $119,790.00, and (iii)

Florida Investments, LLC in the amount of $95,315.00 (collectively, the "Judgments" and individually, a "Judgment"). Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC may record or transfer their respective Judgment, as necessary, to protect their rights.

4. Debtor's Promise to Pay the Nondischargeable Debt and to Satisfy the Nondischargeable Judgments.

Debtor does hereby promise, covenant and agree to satisfy the Judgments (*i.e.*, in favor of (i) Crested Butte Investments, LLC in the amount of $59,895.00, (ii) Coastal Investments, LLC in the amount of $119,790.00, and (iii) Florida Investments, LLC in the amount of $95,315.00) in full, which totals $275,000.00 (collectively, the "Nondischargeable Debt"). In exchange for the Debtor's satisfaction of the Judgments in full, Investment Group hereby releases Debtor from payment and further obligation under the remainder and discharged portion of the Gulf Investments Claim, the Crested Butte Investments Claim, the Coastal Investments Claim and the Florida Investments Claim (collectively, the "Investment Group Claims"), except to the extent that the Investment Group may continue to assert the Investment Group Claims under the Plan, as amended, for purposes of distribution and voting under the Plan consistent with this Agreed Order and Judgment (*see* paragraph 7 below) and Investment Group's rights expressed under paragraphs 6 and 14 below. As set forth in paragraphs 2 and 3 above, Debtor and Investment Group do hereby irrevocably covenant, stipulate, acknowledge and agree that the Nondischargeable Debt is and shall be conclusively and finally deemed to be nondischargeable in this Bankruptcy Case, or in any future bankruptcy case, pursuant to the provisions of 11 U.S.C. § 523(a)(2), 11 U.S.C. § 523(a)(6) and 11 U.S.C. § 727. Notwithstanding the foregoing, provided Debtor is not otherwise in default under the terms of this Agreed Order and Judgment or the Plan, and Investment Group receives timely payments contemplated by paragraph 5 below

and under the Plan, Investment Group shall not undertake any action to collect the Nondischargeable Debt other than as contemplated by the Plan, as amended, and paragraph 5 below; provided, however, if Debtor fails to make any Plan payment or payment under this Agreed Order and Judgment, Investment Group shall be permitted to immediately exercise any and all rights they may have, individually or collectively, as the holder(s) of a judgment under applicable federal and state law without any notice or presentment to the Debtor or any other party-in-interest.

5. Satisfaction of the Nondischargeable Debt and Judgments.

Debtor shall pay the Nondischargeable Debt and satisfy the Judgments as described this paragraph 5. Any funds distributed and received by the Investment Group with respect to the Nondischargeable Debt shall be distributed pro rata as follows: (i) 21.78% to Crested Butte Investments, LLC, (ii) 43.56% to Coastal Investments, LLC and (iii) 34.66% to Florida Investments, LLC. All Plan distributions paid to Investment Group on account of Investment Group's respective Allowed Class 31 Claims commensurately reduce the Nondischargeable Debt. After the Final Decree (as defined in the Plan) is entered and to the extent the Nondischargeable Debt remains outstanding, Debtor shall make payment toward the Nondischargeable Debt within ninety (90) days of the end of each calendar year until Debtor pays the Nondischargeable Debt in full (collectively, the "Post-Plan Payments" and individually, a "Post-Plan Payment"). Each Post-Plan Payment will be calculated as follows:

5% of Debtor's Annual Gross Income between $0.00 and $100,000.00;

7% of Debtor's Annual Gross Income from $100,001.00 to $150,000.00; and

10% of Debtor's Annual Gross Income over $150,001.00.

By way of example, if the Debtor's Annual Gross Income is $200,000.00, Debtor would pay Investment Group $13,500.00 for that year, calculated as follows:

$100,000 x 5%	=	$ 5,000.00
$ 50,000 x 7%	=	$ 3,500.00
$ 50,000 x 10%	=	$ 5,000.00
		$13,500.00

"Annual Gross Income" for purposes of this paragraph means total income on Line 22 as reported by Debtor on a jointly filed or separately filed Form 1040, in Debtor's discretion, adjusted as follows:

- plus depreciation expense reported on Schedule E Part 1 line 20;
- plus losses reported on Schedule E Parts II through IV for any entity not owned as of the bankruptcy filing date (a) individually, (b) by the Gregory Charles Breunich Trust, or (c) Caffino Live Roast Loan Trust;
- plus losses reported on Form 1040 line 13 (*i.e.*, Schedule D), line 14 (*i.e.*, Form 4797), and line 21 (other income) for any asset that was not owned as of the bankruptcy filing date;
- plus net operating loss carryforwards or carrybacks; and
- plus tax exempt or tax deferred income (*e.g.*, deferred compensation, installment sales, tax exempt interest).

6. Certain Assets Recovered.

To the extent that the United States Trustee (as defined in the Plan), the Debtor, any creditor, any party-in-interest or any other person or entity discovers (i) any assets as part of the United States Trustee's objection that Debtor understated approximately $2,100,000.00 in assets in the Schedules (as defined in the Plan) as of the Petition Date or (ii) any other pre-Petition Date assets that were not listed on the Schedules and/or are not currently part of the Debtor's bankruptcy estate, Gulf Investments, LLC, Crested Butte Investments, LLC, Coastal

Investments, LLC and Florida Investments, LLC shall have an Allowed Claim (as defined in the Plan) and shall be entitled to payment based upon their respective pro rata shares calculated by using the full amounts of their filed claims (*i.e.*, Claim Nos. 22, 23, 24 and 25, respectively), less any nondischargeable amount set forth in paragraphs 2 and 3 hereof, from such additional assets or otherwise added to the Estate (as defined in the Plan) that were not included in the Schedules as of the Petition Date. Debtor expressly denies any understatement, omission or lack of full and fair disclosure in the Schedules or any other document Debtor has filed with the Bankruptcy Court.

7. **Plan Treatment.**

Only for purposes of voting on the Plan and with respect to distribution rights under Class 31 of the Plan, Gulf Investments, LLC shall have an Allowed Claim in the amount of $315,000.00, Crested Butte Investments, LLC shall have an Allowed Claim in the amount of $1,303,470.00, Coastal Investments, LLC shall have an Allowed Claim in the amount of $2,606,940.00, and Florida Investments, LLC shall have an Allowed Claim in the amount of $2,074,590.00, which foregoing Allowed Claims total $6,300,000.00 (collectively, the "Operational Claims"), and any distributions with respect to the Operation Claims under the Plan shall be distributed pro rata as follows: (i) 5.0% to Gulf Investments, LLC, (ii) 20.69% to Crested Butte Investments, LLC, (iii) 41.38% to Coastal Investments, LLC and (iv) 32.93% to Florida Investments, LLC. As noted above, the purpose of the Operational Claims are solely limited to Investment Group exercising voting rights under the Bankruptcy Code and the Plan and distribution rights under Class 31 of the Plan (*i.e.*, using the Operational Claims to calculate the distribution amounts under Class 31 of the Plan to the Investment Group). Investment Group will not assert the Operational Claims against the Debtor or the Reorganized Debtor (as defined in the Plan) for any other purpose. If Investment Group requests, Debtor shall serve counsel to

Investment Group with a copy of Debtor's personal U.S. income tax return within 30 days of filing each return. Investment Group shall not seek any increase in Plan payments, so long as distributions to Class 31: Unsecured Claims are being made as set forth in this paragraph and under the Plan. Furthermore, the Debtor will offer Plan treatment for Class 31 under substantially the terms outlined below (capitalized terms are defined in the Plan filed on or after 28 September 2010):

> Each holder of an Allowed General Unsecured Claim shall receive, annually within ninety (90) days of the end of each calendar year during the pendency of this Plan and subject to the limitations set forth below, a Pro Rata Share of the Annual General Unsecured Creditor Distribution.
>
> It shall be a breach of the Plan and the Confirmation Order if any Insider receives a fraudulent transfer of any income to which the Reorganized Debtor should be entitled, or if the Reorganized Debtor fraudulently directs payment of any such income to another party in an effort to avoid making distributions to Holders of Allowed Class 31 Claims under this Plan and Confirmation Order. All proceeds from sales, dividends, distributions and other cash flows otherwise due to the Reorganized Debtor on account of any beneficial interests in the corporations and limited liability companies in which the Debtor had interests as of the Petition Date shall be distributed to Holders of Allowed Class 31 Claims (with the excess of the Total General Unsecured Distribution, if any, paid to the Reorganized Debtor). Within thirty (30) calendar days of the request of any Holder of an Allowed Class 31 Claim, the Reorganized Debtor will assign all beneficial interests in the corporations and limited liability companies in which the Debtor had interests as of the Petition Date to a custodian who is a licensed attorney admitted to the Bankruptcy Court for purposes of collecting all proceeds from sales, dividends, distributions and other cash flows otherwise due to the Reorganized Debtor and, after deducting all costs that the custodian has incurred, plus a reasonable fee the Bankruptcy Court approves, distributing them to Holders of Allowed Class 31 Claims (with the excess of the Total General Unsecured Distribution, if any, paid to the Reorganized Debtor). The custodian, if assigned the beneficial interests, or the Reorganized Debtor, if not, will deliver reports to all Holders of Allowed Class 31 Claims, the U.S. Trustee, and the Reorganized Debtor within thirty (30) calendar days of receiving any cash flows under this paragraph and within thirty (30) calendar days of the Final Decree Date, at which point the beneficial interests will revert back to the Reorganized Debtor in the event that the custodian received the beneficial interests under this paragraph. The reporting requirements under this paragraph are not subject to administrative closure under Section 8.05 and are in addition to the Reorganized Debtor's

reporting requirements to the U.S. Trustee and the Bankruptcy Court, as required under the Bankruptcy Code.

In the event the Reorganized Debtor (or custodian under the prior paragraph) distributes any of the amounts set forth below to Holders of Allowed Class 31 Claims within the timeframe set forth below, the payment shall be deemed to be the Total General Unsecured Distribution and the Reorganized Debtor shall thereafter be deemed to have satisfied all payment requirements to Holders of Allowed Class 31 Claims under the Plan:

- $100,000 total funding to Class 31 within 12 months of entry of the Confirmation Order
- $150,000 total funding to Class 31 within 24 months of entry of the Order Confirming the Plan
- $400,000 total funding to Class 31 within 36 months of entry of the Order Confirming the Plan
- $450,000 total funding to Class 31 within 48 months of entry of the Order Confirming the Plan
- $600,000 maximum funding to Class 31 within 60 months of entry of the Order Confirming the Plan.

Class 31 is Impaired.

8. **Investment Group Plan Vote.**

Investment Group shall vote in favor of confirmation of the Plan modified for treatment of the Investment Group Claims consistent with the terms in paragraph 7 above. Notwithstanding the foregoing, anything in this Agreed Order and Judgment or in the Plan, (i) in the event the Bankruptcy Court does not confirm the Plan (notwithstanding Investment Group's affirmative vote in favor), this Agreed Order and Judgment shall remain binding upon the parties, and (ii) in the event the Bankruptcy Court does not enter this Agreed Order and Judgment or if this Agreed Order and Judgment is entered but does not become a final order or is reversed on appeal, the Investment Group (*i.e.*, Gulf Investments, LLC, Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC), collectively or individually, may commence one or more actions in the Bankruptcy Court or other court of competent jurisdiction to seek to have all or any portion of their respective filed claims

determined to be nondischargeable under any applicable section of the Bankruptcy Code or under any applicable law.

9. Confirmation and Consent.

Together with signing this Agreed Order and Judgment, Debtor will execute the Confirmation and Consent regarding Debtor, GCB Orlando, LLC, GCB Bayshore, LLC and GCB Crested Butte, LLC attached hereto as Exhibit A.

10. Release of Investment Group.

In consideration of the promises and agreements contained in this Agreed Order and Judgment, Debtor, for and on behalf of himself, his bankruptcy estate and his heirs, successors, assigns, partners, agents, attorneys, accountants, employees, predecessors, insurers, and legal representatives (including any later Chapter 7 or 11 trustee or other fiduciary in the Bankruptcy Case) does hereby remise, release, and forever discharge Gulf Investments, LLC, Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC and their officers, directors, shareholders, partners, members, managers, agents, employees, insurers, legal representatives, attorneys, accountants, successors, predecessors, heirs, assigns, subsidiaries, and all affiliated or related entities; and Adam G. Probst and all persons or entities who are or might be liable, of and from any and all claims or obligations of any kind or character which Debtor or his bankruptcy estate has or might have against them, whether known or unknown, including, without limitation, all claims for damages, costs, expenses, losses, attorneys' fees, punitive damages, or injuries to persons or property that arise from or relate in any way to the Investment Group Claims, the Bankruptcy Case, or otherwise.

11. Involvement of Counsel and Advisors, Voluntary Execution.

Each party represents and acknowledges that it has been afforded full opportunity to discuss all aspects of this Agreed Order and Judgment with legal counsel, accountants, tax

advisors and/or financial advisors of his/its own choosing, and that he/it executes this settlement agreement without reliance upon any statement or representation of any other party or their representatives, except as set forth herein. The parties further represent and warrant that they have reviewed this Agreed Order and Judgment, fully understand all its provisions, and voluntarily and knowingly sign this Agreed Order and Judgment.

12. No Other Promises or Inducements.

Each party represents and warrants that there have been no inducements, representations or agreements from the other causing, affecting, or in connection with this Agreed Order and Judgment or the transactions contemplated hereby, except as expressly set forth in writing in this Agreed Order and Judgment. Each party has undertaken such independent investigation and evaluation as it deems appropriate with respect to this Agreed Order and Judgment.

13. Consideration Acknowledged.

The parties acknowledge that the covenants contained in this Agreed Order and Judgment provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreed Order and Judgment.

14. Default.

An event of default hereunder shall occur if Investment Group does not receive timely payment required under paragraph 5 above or under the Plan, or Debtor otherwise fails to timely perform any obligation or promise under this Agreed Order and Judgment or under the Plan. Upon an occurrence of any event of default, Investment Group may provide written notice of the default (including a statement allowing Debtor five (5) business days from the date of the notice (the "Cure Period") to cure the default) to Debtor's counsel, Charles PT Phoenix, Esq., by e-mail or facsimile transmission to: Charles PT Phoenix, Esq., Phoenix Law, P.A., 12800 University Drive, Suite 260, Fort Myers, Florida 33907; cptp@corporationcounsel.com; facsimile: (239)

244-1976. Should Debtor fail to cure the default within the Cure Period, then Investment Group shall be entitled, without any further notice, hearing or presentment whatsoever, to pursue collection of the entire Nondischargeable Debt, less only such amounts as have been actually paid to Investment Group by Debtor as required under this Agreed Order and Judgment. Further, notwithstanding anything to the contrary in this Agreed Order and Judgment, in the Plan, in any order confirming the Plan, and/or in any other order by the Bankruptcy Court or any other court of competent jurisdiction, in the event of any default under this Agreed Order and Judgment or under the Plan, the Investment Group (*i.e.*, Gulf Investments, LLC, Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC), collectively or individually, may commence one or more actions in the Bankruptcy Court or other court of competent jurisdiction to seek to have the remaining unpaid amounts of their respective filed claims, which have not already been determined to be nondischargeable under this Agreed Order and Judgment, determined to be nondischargeable under any applicable section of the Bankruptcy Code or under any applicable law.

15. Binding Effect.

This Agreed Order and Judgment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, trustees, directors, officers, shareholders, members, legal representatives (including, without limitation, any Chapter 7 or 11 trustee or other fiduciary in the Bankruptcy Case), successors and assigns. The designation Debtor as used herein shall include said parties, his heirs, successors, agents, legal representatives and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

16. Governing Law.

This Agreed Order and Judgment shall be governed by and interpreted in accordance with the laws of the State of Florida, exclusive of the principles of conflicts of laws contained therein.

17. Further Assurances.

The parties agree that, upon a request of any party, he or it will execute and deliver such further documents and undertake such further actions as may reasonably be required to effect any of the agreements and covenants contained in this Agreed Order and Judgment.

18. Costs, Expenses and Attorneys' Fees.

Each of the parties hereto shall bear his/its own costs, expenses and attorneys' fees incurred in connection with this Agreed Order and Judgment and the Bankruptcy Case.

19. Mutual Drafting.

This Agreed Order and Judgment is the result of negotiations between the parties and shall be considered as being mutually drafted by the parties.

20. Frustration of Purpose.

None of the parties to this Agreed Order and Judgment shall take any action to frustrate the purposes of this Agreed Order and Judgment.

21. Integration and Merger.

This Agreed Order and Judgment embodies, merges and integrates all prior and current agreements and understandings of the parties regarding the terms hereof, and may not be clarified, modified, changed or amended, except in writing, signed by each of the parties hereto or their respective successors-in-interest and approved by the Bankruptcy Court.

22. Execution in Counterparts.

This Agreed Order and Judgment may be executed and delivered in multiple counterparts, and all counterparts so delivered and executed shall constitute one and the same instrument and be enforceable as such. Facsimile and .pdf copies of this Agreed Order and Judgment shall be considered originals for all purposes.

23. Entire Agreement.

The parties covenant and agree that this Agreed Order and Judgment contains the entire agreement between the parties hereto, that all agreements and understandings between the parties are embodied and expressed herein.

24. Bankruptcy Court Approval.

It shall be a condition precedent to the effectiveness of the terms hereof that the Bankruptcy Court enter this Agreed Order and Judgment and this Agreed Order and Judgment becomes a Final Order (as defined herein), and authorizing the performance of the terms hereof. The parties hereto shall cooperate to obtain approval of this Agreed Order and Judgment by the Bankruptcy Court, including, without limitation, assisting in preparing and seeking approval of this Agreed Order and Judgment pursuant to Federal Rule of Bankruptcy Procedure 9019, which shall be prepared and filed by Debtor upon execution of this Agreed Order and Judgment. Debtor likewise shall modify the Plan to include provisions consistent with the terms hereof. A "Final Order" for purposes of this settlement agreement shall mean the entry of this Agreed Order and Judgment in the Bankruptcy Case authorizing Debtor's performance of the terms hereof, and from which order all appeals, rights to appeal, or stays pending appeal shall have expired or been exhausted without material modification or reversal.

25. Time of the Essence.

It is expressly agreed by the parties hereto that time is of the essence in the performance of any and all covenants, conditions, requirements and obligations to be performed or satisfied by the parties hereunder.

26. No Oral Modification or Waiver.

This Agreed Order and Nondischargeable Judgment may not be modified, nor any condition herein waived, except in a written document signed by all parties and approved by the Bankruptcy Court or other court of competent jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first set forth above.

DEBTOR:

Gregory Charles Breunich

STATE OF FLORIDA
COUNTY OF SARASOTA

Signed and sworn to (or affirmed) before me this day by Gregory Charles Breunich.

Date: 10/7, 2010

Official Signature of Notary

Jaime Ortiz

Notary's printed or typed name, Notary Public
My commission expires: June 1 2014

(Official Seal)

JAIME ORTIZ
Notary Public - State of Florida
My Comm. Expires Jun 1, 2014
Commission # DD 979641
Bonded Through National Notary Assn.

INVESTMENT GROUP:

GULF INVESTMENTS, LLC, CRESTED BUTTE INVESTMENTS, LLC, COASTAL INVESTMENTS, LLC, and **FLORIDA INVESTMENTS, LLC**, each an Indiana limited company,

By:_____
Adam G. Probst, Manager on behalf of each entity

STATE OF INDIANA
COUNTY OF _____

Signed and sworn to (or affirmed) before me this day by _____.

Date: _____

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires:_____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first set forth above.

DEBTOR:

_____
Gregory Charles Breunich

STATE OF FLORIDA
COUNTY OF SARASOTA

Signed and sworn to (or affirmed) before me this day by Gregory Charles Breunich.

Date. _____, 2010

_____
Official Signature of Notary

(Official Seal)

_____
Notary's printed or typed name. Notary Public
My commission expires._____

INVESTMENT GROUP:

GULF INVESTMENTS, LLC, CRESTED BUTTE INVESTMENTS, LLC, COASTAL INVESTMENTS, LLC, and **FLORIDA INVESTMENTS, LLC**, each an Indiana limited company.

By:_____
Adam G. Probst, Manager on behalf of each entity

STATE OF INDIANA
COUNTY OF Allen

Signed and sworn to (or affirmed) before me this day by Adam G. Probst

Date: 10-8-10

Kathryn Rogers
Official Signature of Notary

(Official Seal)

KATHRYN ROGERS
Notary's printed or typed name. Notary Public
My commission expires: 6-11-17

ORDER

This matter came before the Bankruptcy Court on the foregoing Agreed Order and Judgment between Debtor and Gulf Investments, LLC, Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC; and the Bankruptcy Court having reviewed the Agreed Order and Judgment and being duly advised in the premises; and the Bankruptcy Court finding that there is no just reason for delay hereby determines that the relief requested in the Agreed Order and Judgment should be and hereby is granted; and the Agreed Order and Judgment is hereby entered as a final order this 15 day of November, 2010.

The Honorable Caryl E. Delano
United States Bankruptcy Court Judge

November 29, 2010

I CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL.
UNITED STATES BANKRUPTCY COURT
LEE ANN BENNETT, CLERK

Susan Miguenes

Exhibit A

CONFIRMATION AND CONSENT

This confirmation and consent is made and executed by Greg Breunich ("Breunich") and GCB Associates, LLC ("GCB Associates"), effective ___ September 2010.

This confirmation and consent is executed in recognition of the fact that Greg Breunich as manager of GCB Orlando, LLC, GCB Bayshore, LLC and GCB Crested Butte, LLC (collectively, the "GCB LLCs") has been unable to take action on the GCB LLCs' behalves while – with Mr. Breunich's knowledge – Hamilton Investments LLC ("Hamilton") has funded efforts to pursue recovery from Dave Clark, Cay Club, their agents and/or their affiliates (collectively, the "Defendants") for their role in the investments made by the GCB LLCs in entities promoted by the Defendants (the "Claims").

Breunich and GCB Associates hereby confirm that Crested Butte Investments, LLC, Coastal Investments, LLC and Florida Investments, LLC (collectively, the "Successor LLCs") have all rights to pursue the Claims on the GCB LLCs' behalf or as successors to the GCB LLCs. Breunich and GCB Associates agree that Adam G. Probst shall have the sole right, power and authority to make any and all decisions relating to the Defendants, the Claims and any counter claims including, without limitation, whether to settle any claims and, if so, the terms and amount of any settlement, and Breunich and GCB Associates agree to and will be bound by any such decision.

Breunich and GCB Associates recognize that Hamilton has undertaken only to fund up to $200,000 in attorneys fees and court costs (in the aggregate and in addition to the funds already expended) in pursuit of recovery from the Defendants. Should fees and costs exceed $200,000, Hamilton will give Breunich, GCB Associates and investors in the Successor LLCs the opportunity to contribute to the effort. If one or more investors choose not to contribute,

Hamilton will have the option to cause the Successor LLCs to dismiss the Claims. Breunich and GCB Associates also acknowledge that recovery from the Defendants is not guaranteed.

The foregoing does not affect GCB Associates' right to receive its proportionate share of any recovery on the Claims, net of all costs and expenses (including the fees and costs referred to in paragraph 1). GCB Associates acknowledges that its proportionate share in each of the GCB LLCs is 10%.

This Agreement is to be interpreted and construed in accordance with the laws of the State of Indiana.

DEBTOR:

Gregory Charles Breunich

STATE OF FLORIDA
COUNTY OF SARASOTA

Signed and sworn to (or affirmed) before me this day by Gregory Charles Breunich.

Date: 10/7, 2010

Official Signature of Notary

(Official Seal)

JAIME ORTIZ
Notary Public - State of Florida
My Comm. Expires Jun 1, 2014
Commission # DD 979641
Bonded Through National Notary Assn.

Jaime Ortiz

Notary's printed or typed name, Notary Public
My commission expires: June 1 2010

[additional signature page follows]

GCB ASSOCIATES, LLC:

Gregory Charles Breunich

STATE OF FLORIDA
COUNTY OF SARASOTA

Signed and sworn to (or affirmed) before me this day by Gregory Charles Breunich.

Date: 10/7, 2010

Official Signature of Notary

JAIME ORTIZ
Notary Public - State of Florida
My Comm. Expires Jun 1, 2014
Commission # DD 979641
Bonded Through National Notary Assn.

(Official Seal)

Jaime Ortiz

Notary's printed or typed name, Notary Public
My commission expires: June 1 2014