



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: June 17, 2011.

**CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE**

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	CHAPTER 11
	§	
CRESCENT RESOURCES, LLC, et al.,	§	CASE NO. 09-11507-CAG
	§	
Debtors.	§	Jointly Administered

**AGREED ORDER DISALLOWING CLAIMS OF
DONNA J. FELDMAN, P.A.
(CLAIM NOS. 1625, 1626, 1627, 1628, 1629 AND 1630)**


On the 17th day of June, 2011, came on to be heard the Litigation Trustee’s Objection to Claims of Donna J. Feldman, P.A. (Claim Nos. 1625, 1626, 1627, 1628, 1629 and 1630). The Court, having considered the pleadings on file and the agreement of the parties as set forth in the exhibit attached to this order, sustains the Litigation Trustee’s Objection on the terms set forth herein. It is therefore

ORDERED that the Claims of Donna J. Feldman, P.A. (Claim Nos. 1625, 1626, 1627, 1628, 1629 and 1630) are disallowed in their entirety according to the terms of the Compromise Settlement Agreement attached hereto as Exhibit A and incorporated by reference.

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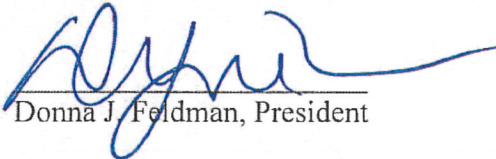
AGREED AS TO FORM AND SUBSTANCE:

MARTINEC, WINN, VICKERS & MCELROY, P.C.
600 Congress Avenue, Suite 500
Austin, TX 78701
(512) 476-0750/FAX (512) 476-0753
martinec@mwvmlaw.com

By: 

Joseph D. Martinec
State Bar No. 13137500
ATTORNEYS FOR DAN BENSIMON,
CRESCENT RESOURCES LITIGATION TRUSTEE

DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North, Suite 600
Clearwater, FL 33764
(727) 536-8003/FAX (727) 536-7270
dfeldman@djflaw.com

By: 

Donna J. Feldman, President

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	CHAPTER 11
	§	
CRESCENT RESOURCES, LLC, et al.,	§	CASE NO. 09-11507-CAG
Debtors.	§	Jointly Administered

COMPROMISE SETTLEMENT AGREEMENT

Whereas, on June 10, 2009 (the “Commencement Date”), each of the Debtors in the above captioned cause filed a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), and by Order of the Court, the Debtors’ chapter 11 cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”);

Whereas, on March 31, 2010, the Debtors (other than Rim Golf Investors, LLC) filed the Debtors’ Revised Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the “Plan”) [Dkt. No. 880];

Whereas, on May 24, 2010, the Court entered an order confirming Debtors’ Revised Second Amended Joint Plan of Reorganization (As Modified) (the “Confirmation Order”) [Dkt. No. 1069] as to the Debtors other than the Remaining Debtors (defined below);

Whereas, the Plan was confirmed as to Brooksville East Developers, LLC; Club Villas Developers, LLC; Hampton Ridge Developers, LLC; Hawk’s Haven Developers, LLC; and Hawk’s Haven Golf Course Community Developers, LLC (collectively, the “Remaining Debtors”) pursuant to the Court’s order dated December 20, 2010 [Dkt. No. 1534];

Whereas, pursuant to Article VIII of the Plan and the Crescent Resources Litigation Trust Agreement, the Crescent Resources Litigation Trust was created on June 9, 2010 (being the

Effective Date of the Plan as to the First Confirmation Order Debtors), and thereafter, the Litigation Trust Board elected Dan Bensimon to serve as Litigation Trustee;

Whereas, the Remaining Debtors joined in the Crescent Resources Litigation Trust effective as of February 23, 2011 (being the Effective Date of the Plan as to the Remaining Debtors);

Whereas, pursuant to the Confirmation Order and §8.7 of the Litigation Trust Agreement, the Litigation Trustee is authorized to investigate, interpose, prosecute or compromise objections to general unsecured claims and avoidance actions assigned to the Litigation Trust under the terms of the Plan, subject only to the direction of the Litigation Trust Board.

For and in consideration of the compromise of claims, transfers of property and covenants set forth below, the parties agree as follows:

1. The parties to this Compromise Settlement Agreement ("Agreement") are Dan Bensimon, Trustee of the Crescent Resources Litigation Trust (the "Litigation Trustee"), Case No. 09-11507-CAG, now pending in the United States Western District of Texas, Austin Division, and Donna J. Feldman, P.A., a Florida corporation ("Transferee").

2. For and in consideration of the withdrawal of Transferee's pre-petition claims (Proofs of Claim Nos. 1625, 1626, 1627, 1628, 1629, and 1630) by the Transferee, and for other consideration as set forth in this Agreement, Litigation Trustee unconditionally releases Transferee and its principals and agents from any and all demands, claims and causes of action brought or which could have been brought or could be brought arising out of or preserved by Chapter 5 of the Bankruptcy Code, or related to pre-petition or post-petition payment of fees

made by the Debtors or any affiliate of the Debtors to the Transferee, including payments made within the ninety (90) day period prior to the June 10, 2009, Commencement Date.

3. In addition to the release set forth above, the Litigation Trustee acknowledges that the Crescent Resources Litigation Trust has no claims against or interest in any of the property or assets of the Transferee.

Additional Terms

4. As further consideration, the parties agree as follows:
Transferee will promptly withdraw all pre-petition claims (Proofs of Claim Nos. 1625, 1626, 1627, 1628, 1629, and 1630), and the Litigation Trustee will promptly dismiss with prejudice the pending Adversary Proceeding styled: Crescent Resources Litigation Trust, by and through Dan Bensimon, Trustee, v. Donna J. Feldman, P.A., Adversary No. 11-1051-cag.

Covenants

5. Each party covenants and agrees that it has not previously conveyed or assigned any interest being released herein and has full authority to enter into this Agreement.


6. Each party agrees that it has engaged or had the opportunity to engage counsel and other advisors of its respective choice in negotiating, reviewing and entering into this Agreement, and enters into this Agreement of its own free will and not under undue force or duress, economic or otherwise, and that no agreements or representations not expressly contained herein have been given by the other party or relied upon in reaching this Agreement.

7. This Agreement is the final expression of the parties' agreement, and may not be altered or modified except by mutual written and signed consent.

8. Initial jurisdiction over any dispute arising from this Agreement is in the U.S. Bankruptcy Court, Western District of Texas, Austin Division.

DATED:

May 25, 2011

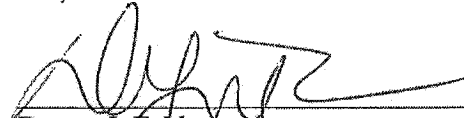


Dan Bensimoh, Trustee of the Crescent
Resources Litigation Trust

TRANSFeree:

Donna J. Feldman, P.A
c/o Donna J. Feldman
19321-C U.S. Highway 19 North, Ste. 600
Clearwater, FL 33764

By:



Donna J. Feldman

Its:

President