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*Attorneys for D. Ray Strong, Chapter 11 Trustee for Castle Arch Real Estate Investment Company, LLC and Substantively Consolidated Debtors*

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH**

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In re:

CASTLE ARCH REAL ESTATE INVESTMENT COMPANY, LLC; CAOP MANAGERS, LLC; CASTLE ARCH KINGMAN, LLC; CASTLE ARCH SECURED DEVELOPMENT FUND, LLC; CASTLE ARCH SMYRNA, LLC; CASTLE ARCH STAR VALLEY, LLC; *and*

CASTLE ARCH OPPORTUNITY PARTNERS I, LLC; CASTLE ARCH OPPORTUNITY PARTNERS II, LLC,

Debtors.

Case Nos. 11-35082, 11-35237, 11-35243, 11-35242 and 11-35246  
(Substantively Consolidated)

Case Nos. 11-35241 and 11-35240  
(Jointly Administered)

(Chapter 11)  
The Honorable Joel T. Marker

- Affects All Debtors
- Affects Only the Substantively Consolidated Debtors
- Affects only Castle Arch Opportunity Partners I, LLC
- Affects only Castle Arch Opportunity Partners II, LLC

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**NOTICE OF STIPULATION REGARDING TREATMENT OF CLAIM FOR BROADWAY COPY UNDER CONFIRMED PLAN**

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Broadway Copy ("Broadway") and D. Ray Strong, the duly appointed Chapter 11 Trustee (the "Trustee") for the consolidated bankruptcy estates of Castle Arch Real Estate Investment Company, LLC ("CAREIC"), CAOP Managers, LLC, Castle Arch Kingman, LLC, Castle Arch Smyrna, LLC, Castle Arch Secured Development Fund, LLC and Castle Arch Star Valley, LLC (collectively, the "Legacy Debtors"), and in that capacity as Manager for Castle Arch Opportunity Partners I, LLC ("CAOP I") and Castle Arch Opportunity Partners II, LLC (collectively with the Legacy Debtors, the "Debtors"), hereby stipulate to the allowance and treatment of Broadway's filed Proof of Claim. In support hereof, the parties state as follows:

#### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Objection pursuant to 28 U.S.C. § 1334.
2. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

#### **BACKGROUND**

##### *General*

4. On October 17, 2011, CAREIC filed a petition seeking relief under Chapter 11 of the Bankruptcy Code.
5. On October 20, 2011, each of the other Debtors, other than Castle Arch Star Valley, LLC, also filed petitions seeking relief under Chapter 11 of the Bankruptcy Code.
6. On May 3, 2012, the Court entered an Order appointing the Trustee as the Chapter 11 Trustee for CAREIC.

7. On February 8, 2013, the Court entered an Order substantively consolidating the Legacy Debtors [Docket No. 590].

8. On June 7, 2013, the Court entered an Order confirming the *Second Amended Chapter 11 Trustee's Plan of Liquidation Dated February 25, 2013* [Docket No. 701] (the "Plan").

*Broadway's Proof of Claim and the Debtors' Schedules*

9. On December 23, 2011, Broadway filed a proof of claim, designated as Claim No. 42 on CAREIC's claims docket, asserting an unsecured claim against CAREIC in the amount of \$5,763.75 for printing and binding services (the "Broadway POC"). As filed, the Broadway POC constitutes a Class A4 Allowed General Unsecured Claim against the Legacy Debtors under the Plan.

10. The Broadway POC shows that on or about March 11, 2010, CAOP I made a payment on account of Broadway's claim in the amount of \$700.00.

11. CAREIC's Schedules do not list Broadway as having a claim against it.

12. CAOP I's Schedules list Broadway as having an unsecured, undisputed, and non-contingent claim against it in the amount of \$5,063.75.

13. The Trustee and Broadway agree and acknowledge that Broadway's POC is based on services provided by Broadway on behalf of CAREIC or an entity managed by CAREIC, other than CAOP I.

14. On July 30, 2013, the Trustee objected to the Broadway POC [Docket No. 725].

15. On August 28, 2013, Broadway served a letter responding to the Trustee's objection [Docket No. 755].

16. To avoid the costs of litigation, the parties have negotiated in good faith to resolve issues related to the allowance of the Broadway POC as set forth herein.

**STIPULATION**

17. Upon execution of this Stipulation, Broadway and the Trustee agree as follows:

(a) Broadway is allowed a Class A4 Allowed General Unsecured Claim against the Legacy Debtors in the amount of \$5,063.75, which claim will be paid in accordance with the provisions of the Plan.

(b) Regardless of Broadway being listed on CAOP I's Schedules, Broadway will not have a claim against CAOP I.

(c) Except as specifically set forth in subsection (a) above, Broadway releases and forever discharges the Debtors, the Debtors' estates, the Trustee, the Consolidated Liquidation Trust, the Liquidation Trustee, and any one or all of the Trustee and the Liquidation Trustee's associates, affiliates, predecessors, successors, heirs, assigns, managers, subsidiaries, parents, officers, directors, partners, attorneys and agents, as well as the employees, agents, attorneys, representatives, predecessors, successors and assigns thereof (collectively, the "Trustee Release Parties") from any and all manner of actions, causes of action in law or in equity, suits, debts, liens, contracts, liabilities, claims, demands, damages, losses, fees, costs, expenses, set off, or claims for recoupment, of any nature whatsoever, known or unknown, fixed or contingent that Broadway may have against the Trustee Release Parties from the beginning of

time to the date of this Agreement, or which may hereafter accrue against the Trustee Release Parties based upon any claims, acts or omissions occurring prior to the date of this Stipulation, including but not limited to any claims against any of the Debtors, other than the allowed claim against the Legacy Debtors as specifically allowed under this Stipulation.

(d) The Trustee will withdraw his objection to the Broadway POC.


DATED this 30<sup>th</sup> day of August, 2013.

**LEGACY DEBTORS**

  
\_\_\_\_\_  
D. Ray Strong, Estate Representative

DATED this 28 day of August, 2013.

**BROADWAY COPY**

  
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Frank Moran  
Sole Proprietor