The below described is SIGNED.

Dated: October 23, 2013

JOEL T. MARKER
U.S. Bankruptcy Judge

Prepared and Submitted By:
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

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*	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

CASTLE ARCH OPPORTUNITY PARTNERS I, LLC; CASTLE ARCH OPPORTUNITY PARTNERS II, LLC, Debtors.	☒ 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

ORDER GRANTING MOTION PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 AND COURT-APPROVED CONFLICT RESOLUTION PROCEDURES FOR ORDER APPROVING SETTLEMENT AGREEMENT AMONG THE LEGACY TRUST, CAOP I TRUST AND CAOP II TRUST DETERMINING THE TREATMENT OF INTERCOMPANY CLAIMS RELATED TO POST-PETITION MANAGEMENT FEES

The matter before the Court is the *Motion Pursuant to Federal Rule of Bankruptcy Procedure 9019 and Court-Approved Conflict Resolution Procedures for Order Approving Settlement Agreement Among the Legacy Trust, CAOP I Trust and CAOP II Trust Determining the Treatment of Intercompany Claims Related to Post-Petition Management Fees* [Docket No. 793] (the "Motion"), which seeks approval of the Settlement Agreement, attached hereto as Exhibit 1 (the "Settlement Agreement"), entered into by and among the Consolidated Legacy Debtors Liquidating Trust, the Castle Arch Opportunity Partners I, LLC Liquidating Trust and the Castle Arch Opportunity Partners II, LLC Liquidating Trust (collectively, the "Trusts"), with such agreement being recommended and approved by Weston L. Harris, as the duly appointed Conflicts Referee for disputes among the Trusts, as set forth in the *Order Confirming Chapter 11 Trustee's First Amended Chapter 11 Trustee's Plan of Liquidation Dated February 25, 2013 as Modified* [Docket No. 705].

The Motion was served through the Court's CM/ECF system upon all parties that receive electronic notice in this case. In addition, a *Notice of Motion and Notice of Opportunity for Hearing* [Docket No. 796] (the "Notice") that provided for, among other things, notice of the

hearing on the Motion and notice of the deadline of October 21, 2013, for filing responses to the Motion, was properly served on all parties in interest in this case, and no further notice is required. No responses to the Motion have been filed or received by the Trustee or his counsel.

The Court has considered the Motion, the *Declaration of D. Ray Strong in Support of the Motion* [Docket No. 794], the *Declaration of Weston L. Harris, Conflicts Referee, in Support of the Motion* [Docket No. 795], the Notice, the *Certificate of Service* attached to the Notice, and applicable law. Based thereon, and for good cause shown,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**; and

2. The Settlement Agreement, attached hereto as Exhibit 1, is **APPROVED**.

End of Order

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 22nd day of October, 2013, by and between the Consolidated Legacy Debtors Liquidating Trust ("Legacy Trust"), the Castle Arch Opportunity Partners I ("CAOP I Trust"), LLC Liquidating Trust and the Castle Arch Opportunity Partners II, LLC Liquidating Trust ("CAOP II Trust") (collectively, the "Trusts"), through D. Ray Strong, Liquidating Trustee of the Trusts (the "Trustee"), with such Settlement Agreement being approved and acknowledged by Weston L. Harris, Conflicts Referee of the Trusts (the "Referee") as of the date set forth above. All of the foregoing are collectively referred to as the "Parties."

RECITALS

A. On October 17, 2011, Castle Arch Real Estate Investment Company ("CAREIC") filed a Chapter 11 bankruptcy case in the United States Bankruptcy Court for the District of Utah (the "Bankruptcy Court"). On October 20, 2011, six entities affiliated with CAREIC filed Chapter 11 bankruptcy cases in the Bankruptcy Court, including: CAOP Mangers, LLC ("CAOP Managers"), Castle Arch Kingman, LLC ("CAK"), Castle Arch Secured Development Fund, LLC ("CASDF"), Castle Arch Smyrna, LLC ("CAS"), Castle Arch Opportunity Partners I, LLC ("CAOP I") and Castle Arch Opportunity Partners II ("CAOP II") (collectively, the "CAREIC Affiliates"). The respective Chapter 11 cases are jointly administered under Case No. 11-35082.

B. Prior to the respective petition dates, CAREIC managed each of the CAREIC Affiliates. CAOP Mangers was a wholly owned subsidiary of CAREIC and was managed by CAREIC. Although CAOP Managers was technically the manager of CAOP I and CAOP II, CAOP Managers was an alter ego of CAREIC and all management occurred through CAREIC.

C. From the respective petition dates through April 30, 2012, CAREIC and the CAREIC Affiliates were operated as debtors in possession in the jointly administered Chapter 11 cases. On April 30, 2012, the Bankruptcy Court ordered the appointment of a Chapter 11 trustee for CAREIC, and on May 3, 2012, the Bankruptcy Court entered an Order appointing the Trustee as the Chapter 11 trustee for CAREIC.

D. Pursuant to an Order of the Bankruptcy Court, CAREIC Affiliates CAOP Managers, CAK, CASDF and CAS, as well as a non-debtor entity, Castle Arch Star Valley, LLC, were held to be CAREIC's alter egos and substantively consolidated with CARIEC as of CAREIC's petition date. CAREIC and these consolidated entities are referred to in the bankruptcy case as the "Consolidated Legacy Debtors."

E. The Bankruptcy Court has entered an Order Confirming Trustee's First Amended Plan of Liquidation Dated February 25, 2013, as Modified [Docket No. 703] (the "Confirmation

Order") for the Consolidated Legacy Debtors, CAOP I and CAOP II (the "Plan"). As part of the confirmation of the Plan, the Bankruptcy Court approved the Liquidating Trust Agreements for each of the Trusts (collectively, the "Liquidation Trust Agreements"), appointed the Trustee for each of the Trusts, and appointed Weston L. Harris as the Conflicts Referee under each of the Liquidating Trust Agreements (the "Conflicts Referee"). Confirmation Order ¶¶2 & 6-7. The Effective Date of the Plan and each of the Liquidating Trust Agreements was July 22, 2013.

F. The estate of the Consolidated Legacy Debtors has claims against CAOP I and CAOP II related to CAREIC's management during 3 distinct periods: (1) the pre-petition period (the "Pre-Petition Management Fees"), (2) the period during with the debtors were being managed as debtors in possession – October 17, 2011, the date of the initial Chapter 11 bankruptcy filing, through April 30, 2012, when the Bankruptcy Court ordered the appointment of a trustee (the "DIP Management Fees"), and (3) the period commencing May 1, 2012, the day after the entry of the Bankruptcy Court's Order appointing a Chapter 11 Trustee through July 22, 2013, the Effective Date of the Plan (the "Trustee Period Management Fees"). These claims are included as "Intercompany Claims" preserved under the Plan and transferred to the Trusts for resolution by the Conflicts Referee in accordance with the Conflict Resolution Procedures set forth in Article 4 of the Liquidation Trust Agreements. Plan, §§ 6.2, 6.5, 6.8 & 6.9; Liquidating Trust Agreements, Arts. 1, 3 & 4; Confirmation Order ¶ 7.

G. In accordance with Article VI, §§ 6.5.2 and 6.5.3 of the Plan, on or about September 5, 2013, information about Intercompany Claims for the DIP Management Fees and the Trustee Period Management Fees was presented to the Conflicts Referee, together with a proposed resolution of disputes related to those Intercompany Claims that had been negotiated in good faith and at arms' length by counsel for each of the Trusts in accordance with the Conflict Resolution Procedures.

H. Thereafter, on September 13, 2013, in accordance the Conflict Resolution Procedures, the Conflicts Referee convened a meeting with the Trustee and counsel for each of the Trusts to discuss the information that had been presented to him related to the DIP Management Fees and the Trustee Period Management Fees and the appropriateness of the proposed resolution given the facts and the applicable law.

I. In reaching the present Settlement Agreement related to the Intercompany Claims for DIP Management Fees and Trustee Period Management Fees, the Parties considered the following information:

1. CAREIC, through its alter ego CAOP Managers, provided necessary management services to CAOP I and CAOP II during the periods relevant to this Settlement Agreement—all periods after the Debtors' respective petition dates. From the petition dates through April 30, 2012, these services were provided by debtors in possession, and after April 30, 2012, these services were provided by the Trustee.

2. As of the respective petition dates, there was a written Management Agreement between CAOP Managers and CAOP I. It provided that CAOP Managers would "receive an Annual Fee compensation in the form of management fees based on

percentage of grossed dollars invested into [CAOP I] of 2%." CAOP I Management Agreement ¶ 4. No other written management agreements have been identified between CAREIC, CAOP Managers or the other CAREIC Affiliates.

3. The Private Placement Memorandum for CAOP I, dated March 15, 2009, at p. 24 anticipated a 4% management fee. Accounting records located by the Trustee show that for a period of time CAREIC was receiving a 4% management fee.

4. The Private Placement Memorandum for CAOP II, dated October 1, 2009, anticipated at p. 24 that "[o]ur manager CAOP Mangers, L.L.C. is paid compensation in the form of management fees based on 4% of gross dollars invested into the Company."

5. CAREIC, as debtor in possession, booked DIP Management Fees for CAOP I and CAOP II, which at the time of the Trustee's appointment total led $198,620.35 and $75,204.29, respectively. Generally, these DIP Management Fees were accrued, but only a total of approximately $20,000 each was actually paid by CAOP I and CAOP II on account of such booked fees during the debtor in possession period.

6. CAOP I and CAOP II sought approval from the Bankruptcy Court to pay CAOP Managers management fees, but these requests were not ruled on by the Bankruptcy Court prior to the appointment of the Trustee.

7. CAOP I and CAOP II determined that is was not in the best interest of their respective bankruptcy estates to assume pre-petition Management Agreements, to the extent that they existed, including any agreements anticipated by their respective Private Placement Memoranda. To the extent that these agreements existed and can be said to be executory contracts, such contracts were rejected by the Debtors under the confirmed Plan at Art. VIII, §8.1.

8. The amount of the DIP Management Fees is subject to dispute because the methodology for calculating these Fees (irrespective of how they were actually booked by former management) is open to debate given the above background.

9. The amount of the Trustee Period Management Fees is also subject to dispute. Although the Bankruptcy Court authorized the Trustee to charge on behalf of the Consolidated Legacy Debtors and pay on behalf of CAOP I and CAOP II management fees for this period in the amount of $13,000 per month pursuant to its Order Granting Motion by D. Ray Strong, Chapter 11 Trustee or Castle Arch Real Estate Development Company, LLC, Seeking Approval of Proposed Cash Management Plan (the "Cash Management Order"), "True Up Claims" have been preserved under the Plan to allow for the estate of the Consolidated Legacy Debtors to make claims against CAOP I and CAOP II respective estates for amounts in excess of $13,000 per month actually incurred by the Trustee in his management of CAOP I and CAOP II.

10. Pursuant to the Cash Management Order, CAOP I and CAOP II have paid estimated management fees of $13,000 per month since the appointment of the Trustee.

11. The Trustee has conducted a detailed analysis of the billing records of himself and his professionals, and determined that the management services actually provided to CAOP I and CAOP II from his appointment until the Effective Date of the Plan were greater than the estimated $13,000 monthly fee approved as part of the Cash Management Order. Thus, the claim of the Consolidated Legacy Debtors for Trustee Period Management Fees must be "trued up" and the Parties agree based on the Trustee's analysis of the actual fees and expenses incurred, that there exist "True Up Claims" as anticipated and provided for in the Plan. The amount of these True Up Claims should be based on the actual and necessary services provided by the Trustee to CAOP I and CAOP II.

12. The Trustee and his professionals incurred certain fees and expenses related to litigation with Longview Financial Group and Longview Holdings (the "Longview Litigation") which the Parties acknowledge was, in part, provided for the benefit of CAOP I and CAOP II. Management Fees allowed by the Bankruptcy Court under the Cash Management Order do not account for fees and expenses that were incurred by the Trustee and his professionals on behalf of CAOP I and CAOP II in the Longview Litigation (the "Longview Fees"). Based on the Trustee's analysis of actual fees and costs incurred by him in the Longview Litigation, the Trustee has determined that Longview Fees in the total amount of $48,114.89 were incurred by the Trustee and his professionals on behalf of CAOP I and Longview Fees in the total amount of $12,030.63 were incurred on behalf of CAOP II. The Parties anticipate that the Longview Fees will be paid by the Debtors' insurer pursuant to a settlement agreement approved by the Bankruptcy Court related to the Longview Litigation (the "Longview Settlement Agreement").

J. Pursuant to Art. X of the Plan and § 4.8 of the Liquidating Trust Agreements, the Bankruptcy Court has retained jurisdiction over the resolution of the Intercompany Disputes provided for herein.

K. Pursuant to § 4.4 of the Liquidation Trust Agreements, this Agreement serves as the Conflict Referree's written resolution of Intercompany Claims pertaining solely to the DIP Management Fees and the Trustee Period Management Fees as expressly set forth below. The resolution of Intercompany Claims related to Pre-Petition Management Fees are not addressed herein and it is the Parties' intent that they are in no way governed by or effected by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Bankruptcy Court Approval Required. This Agreement is conditioned on, and is subject to, the Bankruptcy Court's entry of an Order approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. The Parties will promptly file a joint motion seeking Bankruptcy Court approval of this Agreement, and the Parties each agree to use their best efforts to secure Bankruptcy Court approval of this Agreement in accordance with all applicable law. The date that the Bankruptcy Court enters an Order approving this Agreement shall be referred to herein as the "Entry Date." In the event that the Bankruptcy Court does not issue an Order approving this Agreement and/or if such an Order is appealed and reversed, then: (a) this Agreement shall be null and void and shall be of no force or effect; (b) nothing contained in this Agreement or in any motion or proceeding (including any hearing before the Bankruptcy Court) seeking approval of this Agreement can be used in any manner or in any proceeding (including courts or claims in arbitration) by any of the Parties; and (c) to the degree possible, while acknowledging that time may render appeals moot, the Parties shall be in the same position they were in as though this Agreement had never been executed.

2. DIP Management Fees. DIP Management Fees for each month commencing October 17, 2011 through April 30, 2012, shall be in the amount of $13,450 for CAOP I and $13,350 for CAOP II. Upon the Entry Date, the CAOP I Trust and the CAOP II Trust shall be authorized to pay these DIP Management Fees to the Legacy Trust, less the management fees that were actually paid by CAOP I or CAOP II during this period as set forth on the schedule attached hereto as Exhibit A and incorporated herein by reference. Any claim of the Consolidated Legacy Debtors against either CAOP I or CAOP II in excess of the DIP Management Fees allowed in this ¶ 3 shall be released and disallowed.

3. Trustee Period Management Fees. Trustee Period Management Fees for each month commencing on May 1, 2012 through July 22, 2013, shall be in the amount set forth in the Cash Management Order, plus the Legacy Trust is allowed True Up Claims in the amount of $6,929.94 against CAOP I and $5,038.17 against CAOP II. Upon the Entry Date, the CAOP I Trust and the CAOP II Trust shall be authorized to pay the allowed True Up Claims set forth herein to Legacy Trust. With the exception of True Up Claims related to the Longview Fees discussed in ¶ 5 below which are specifically reserved herein, any claim of the Consolidated Legacy Debtors against either CAOP I or CAOP II in excess of the Trustee Period Management Fees allowed in this ¶ 4, shall be released and disallowed.

4. Longview Fees. The Legacy Trust has an allowed True Up Claim against the CAOP I Trust and against the CAOP II Trust for the Longview Fees attributed to CAOP I and CAOP II respectively as set forth in ¶I(12) above. Thus, upon payment by the insurer, the Longview Fees shall be paid to the Legacy Trust. If the insurer does not pay any portion of the Longview Fees attributed to CAOP I or CAOP II set forth in ¶ I(12) above in full, the CAOP I Trust and the CAOP II Trust shall, upon written notice by the Legacy Trustee, pay the Legacy Trust their respective portions of unreimbursed Longview Fees without further notice or hearing. The amount of unreimbursed Longview Fees shall be determined by the Trustee based on application of the percentages attributed to CAOP I and CAOP II in the Longview Settlement Agreement to the fees and expenses are actually reimbursed by the insurer.

5. No Admissions. It is understood and agreed by the Parties that the execution of this Agreement is a compromise of disputed Intercompany Claims for DIP Management Fees and Trustee Period Management Fees and that neither the execution of this Agreement nor any action taken pursuant to the Agreement or the settlement of such Intercompany Claims as set forth herein shall constitute, be deemed to be, or be used as, an admission of liability on the part of any of the Parties.

6. Voluntary Agreement. Each Party acknowledges that they and their attorneys, to the extent applicable, have made such investigation of facts pertaining to this Agreement and all of the matters pertaining thereto, as deemed necessary. The contents hereof are known and understood by the Parties; and each of the Parties acknowledges that such Party is under no duress or undue influence and that each of the Parties executes this Agreement as its own free and voluntary act.

7. Counterparts. This Agreement may be executed in any number of identical counterparts, whether by facsimile, electronic mail or otherwise, and each of which when so executed and delivered, shall be deemed an original; and all such counterparts together shall constitute one and the same instrument. Delivery by facsimile, encrypted e-mail or e-mail file attachment of any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed agreement or instrument.

8. Effectuation of Agreement. The Parties agree to perform any other or further acts, and execute and deliver any other or further documents, as may be necessary or appropriate to implement this Agreement, including without limitation any documents necessary to obtain approval of this Agreement from the Bankruptcy Court. Except as specifically required by any Order entered by the Bankruptcy Court, documents necessary to effectuate this Agreement may be executed without further notice and hearing.

9. Binding Effect. Pursuant to § 4.5 of the Conflict Resolution Procedures set forth in the respective Trust Agreements, each of the Trusts agrees that the Conflict Referee's written resolution set forth herein is binding on them and that the Trusts have a duty to seek approval of the Agreement from the Bankruptcy Court pursuant to Fede4ral Rule of Bankruptcy Procedure 9019.

10. Bankruptcy Court Jurisdiction. Any claims or causes of action, whether legal or equitable, arising out of or based upon this Agreement or related documents, including but not limited to the interpretation and/or enforcement of this Agreement, shall be commenced in the Bankruptcy Court. The Parties hereby consent to the jurisdiction, venue and process of the Bankruptcy Court.

11. Governing Law. This Agreement is made pursuant to, and shall be governed by, the laws of the State of Utah and, where applicable, federal bankruptcy law.

12. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has

been negotiated by each of the Parties (or, where applicable, their respective counsel), and the language of the Agreement shall not be construed for or against any particular Party.

13. Integration and Amendments. This Agreement set forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties hereto, and specifically state the intent of the Parties to amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

Acknowledged, Recommended and Approved by WESTON L. HARRIS, as CONFLICTS REFEREE:

Weston L. Harris

LEGACY TRUST:

D. Ray Strong, as the Legacy Trustee

CAOP I TRUST:

D. Ray Strong, as CAOP I Trustee

CAOP II TRUST:

D. Ray Strong, as CAOP II Trustee

EXHIBIT A

CASTLE ARCH

Calculation of DIP Management Fees Pursuant to Settlement

	CADPI						CADPII					
	DIP Management Fee Per Settlement	Days	DIP Management Fee Due	DIP Payments Received	Amount Owed to CAREIC Per Settlement		DIP Management Fee Per Settlement	Days	DIP Management Fee Due	DIP Payments Received	Amount Owed to CAREIC Per Settlement
10/31/11	$ 13,450.00	14	$ 6,074.19	$ -	$ 6,074.19	$	13,350.00	14	$ 6,029.03	$ -	$ 6,029.03
11/30/11	13,450.00		13,450.00	-	19,524.19		13,350.00		13,350.00	-	19,379.03
12/31/11	13,450.00		13,450.00	-	32,974.19		13,350.00		13,350.00	-	32,729.03
01/31/12	13,450.00		13,450.00	-	46,424.19		13,350.00		13,350.00	-	46,079.03
02/29/12	13,450.00		13,450.00	-	59,874.19		13,350.00		13,350.00	-	59,429.03
03/31/12	13,450.00		13,450.00	(12,500.00)	60,824.19		13,350.00		13,350.00	(12,500.00)	60,279.03
04/30/12	13,450.00		13,450.00	(7,500.00)	66,774.19		13,350.00		13,350.00	(7,500.00)	66,129.03

DESIGNATION OF PARTIES TO BE SERVED

Service of the foregoing **ORDER GRANTING MOTION PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 AND COURT-APPROVED CONFLICT RESOLUTION PROCEDURES FOR ORDER APPROVING SETTLEMENT AGREEMENT AMONG THE LEGACY TRUST, CAOP I TRUST AND CAOP II TRUST DETERMINING THE TREATMENT OF INTERCOMPANY CLAIMS RELATED TO POST-PETITION MANAGEMENT FEES** (the "Order") shall be served to the parties in the manner designated below:

By Electronic Service: I certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served notice of entry of the Order through the CM/ECF system:

- Gregory J. Adams gadams@mbt-law.com
- Adam S. Affleck asa@pyglaw.com, debbie@princeyeates.com;docket@princeyeates.com
- Troy J. Aramburu taramburu@swlaw.com, jpollard@swlaw.com;docket_slc@swlaw.com
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- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Kim R. Wilson bankruptcy_krw@scmlaw.com
- Brock N. Worthen bworthen@swlaw.com

By U.S. Mail – In addition to the parties receiving notice of the Order through the CM/ECF system, the following parties should be served notice pursuant to Fed R. Civ. P. 5(b): None.