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UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION – LOS ANGELES

SECURITIES AND EXCHANGE COMMISSION.

Plaintiff,

٧.

CHARLES P. COPELAND, COPELAND WEALTH MANAGEMENT, A FINANCIAL ADVISORY CORPORATION, AND COPELAND WEALTH MANAGEMENT, A REAL ESTATE CORPORATION,

Defendants.

CASE NO. 11-cv-08607-R-DTB

ORDER APPROVING SETTLEMENTS WITH CERTAIN LIMITED PARTNERSHIPS AND LIMITED PARTNERS

Date: April 1, 2013 Time: 10:00 a.m. Ctrm: 8, 2nd Floor

Judge: Hon. Manuel L. Real

The Court, having considered the Motion for Order Approving Settlement and supporting documentation by Mulvaney Barry Beatty Linn & Mayers, LLP ("Mulvaney Barry"), counsel for Thomas C. Hebrank ("Receiver"), the court-appointed Permanent Receiver for Copeland Wealth Management, a Financial Advisory Corporation, Copeland Wealth Management, a Real Estate Corporation, and their subsidiaries and affiliates, and any opposition thereto, and good cause appearing therefor,

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IT IS HEREBY ORDERED as follows:

- The settlements by and between the Receiver and Copeland 1. Properties Two, LP ("CP 2"), Copeland Properties Five, LP ("CP 5"), Copeland Properties Seven, LP ("CP 7"), Copeland Properties 16, LP ("CP 16"), and Copeland Properties 17, LP ("CP 17") (collectively "Settling LPs"), evidenced by those certain Settlement Agreements and Mutual Releases ("Settlement Agreements"), attached as Exhibits "A" through "E" to the Declaration of the Receiver in Support of Motion for Order Approving Settlements With Certain Limited Partnerships and Limited Partners, are approved;
- CP 2 and the real property located at 13395 Beach Blvd., La 2. Mirada, California ("CP 2 Property") are no longer part of the Receivership estate and the Receiver abandons any further interest in and to CP 2 and to the CP 2 Property, except as may be more specifically provided in the CP 2 Settlement Agreement.
- 3. CP 5 and the real property located at 1399 Pacific Drive, Auburn Hills, Michigan ("CP 5 Property") are no longer part of the Receivership estate and the Receiver abandons any further interest in and to CP 5 and to the CP 5 Property, except as may be more specifically provided in the CP 5 Settlement Agreement.
- CP 7 and the real property located at 6939 Palm Court, 4. Riverside, California ("CP 7 Property") are no longer part of the Receivership estate and the Receiver abandons any further interest in and to CP 7 and to the CP 7 Property, except as may be more specifically provided in the CP 7 Settlement Agreement.
- CP 16 and the real property located at 1702 Henn Parkway, 5. Lordstown, Ohio ("CP 16 Property") are no longer part of the Receivership estate and the Receiver abandons any further interest in

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and	to	CP	16	and	to	the	CP	16	Property,	except	as	may	be	more	
spec	specifically provided in the CP 16 Settlement Agreement.														

- CP 17 and the CP 2 Property are no longer part of the 6. Receivership estate and the Receiver abandons any further interest in and to CP 17 and its interest in and to the CP 2 Property, except as may be more specifically provided in the CP 17 Settlement Agreement.
- The Receivership estate shall have no further claims against 7. Settling LPs, except as more specifically provided in the Settlement Agreements.
- Any stay arising out of this action with respect to the Settling 4. LPs and the CP 2 Property, CP 5 Property, CP 7 Property, and CP 16 Property (collectively the "Properties") is hereby vacated and lifted.
- The Receiver and the Receivership Estate is hereby 5. released from any and all claims by the Settling LPs, except as more specifically provided in the Settlement Agreements.
- The limited partners retain their claims as investors to the 6. extent that such limited partners are, or were, investors in Receivership Entities other than the Settling LPs.

IT IS SO ORDERED.

Dated: April 8, 2013

Judge, United States District Court

Submitted by:

MULVANEY BARRY BEATTY LINN & MAYERS LLP

/s/ Everett G. Barry, Jr. Attorneys for Thomas C. Hebrank, Permanent Receiver

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