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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

Defendants.

Case No. 11-08607-R-DTB

ORDER APPROVING AGREEMENT  
BETWEEN RECEIVER AND  
CREDITOR REGARDING  
DISPOSITION OF CERTAIN  
COMMERCIAL PROPERTY WITHIN  
JURISDICTION OF RECEIVER

Date: November 26, 2012  
Time: 10:00 a.m.  
Ctrm: 8, 2nd Floor  
Judge: Hon. Manuel L. Real

1           The Court having considered the Motion of Creditor U.S. Bank National  
2 Association, as Trustee, successor in interest to Bank of America, National  
3 Association, as successor by merger to LaSalle Bank National Association, as Trustee  
4 for Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-  
5 Through Certificates, Series 2006-TOP22 (“Movant”) for an Order approving the  
6 agreement reached with the Receiver appointed by this Court with respect to the  
7 release of the commercial property located at 455 Park Place, Lexington, Kentucky,  
8 which is more particularly described in **Exhibit A** attached hereto (the “Property”),  
9 from the jurisdiction of the Receiver and Permanent Injunction entered in this case,  
10 and all papers in support of and opposition to the Motion, and good cause appearing  
11 therefor, hereby orders as follows:

12           1.     The Motion is GRANTED.

13           2.     Within seven (7) days of entry of this Order, Movant shall pay to the  
14 Court-appointed receiver Thomas C. Hebrank (the “Receiver”) a total of  
15 \$46,913.27 (the “Payment”). The Order shall not take effect until the Payment is  
16 received by the Receiver (the “Effective Date”). Movant's payment of the Payment  
17 shall fully satisfy its obligations, if any, to the Receiver and/or the Borrower, or any  
18 of their affiliates or subsidiaries, including but not limited to, to refund, return, or  
19 pay any sums for any alleged overpayments or deposits to impounds or reserves.

20           3.     The Property shall temporarily remain in the possession and under the  
21 management of the Receiver until the earlier of (i) receipt of written notice from the  
22 Movant of appointment of a new receiver under the loan documents, or (ii) ninety  
23 (90) days from the Effective Date of the Order, at which time the Property shall be  
24 transferred to the newly appointed receiver or, if no receiver is appointed within  
25 that time, abandoned by the Receiver.

26           4.     The Receiver shall use all rents, issues and/or profits from the Property  
27 received from September 12, 2012 until the Property is released from the Receiver's  
28 jurisdiction (the “Interim Period”) toward the reasonable and customary costs and

1 expenses of the Property (including the expense of \$3,750 per month in  
2 receivership fees from the Effective Date of the Order until the Property is released  
3 as set forth above). Movant shall be responsible, according to proof, to fund to the  
4 Receiver any deficit for the payment of such costs and expenses during the Interim  
5 Period (including the payment of receivership fees set forth above).  
6 Notwithstanding the foregoing, the Receiver is holding approximately \$8,000 as of  
7 the date of the agreement, and does not have to use such amount towards the costs  
8 and expenses of the Property

9 **IT IS SO ORDERED**

10  
11 Dated: Nov. 29, 2012

  
\_\_\_\_\_  
Judge, United States District Court

14 Submitted by:

15 PERKINS COIE LLP

16  
17 By: /s/ Jeffrey S. Goodfried

18 Jeffrey S. Goodfried

19 Attorneys for creditor U.S. Bank  
20 National Association, as Trustee,  
21 successor in interest to Bank of  
22 America, National Association, as  
23 successor by merger to LaSalle Bank  
24 National Association, as Trustee for  
25 Bear Stearns Commercial Mortgage  
26 Securities Inc., Commercial Mortgage  
27 Pass-Through Certificates, Series  
28 2006-TOP22