



ORDERED in the Southern District of Florida on October 30, 2014.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge

United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF FLORIDA

WEST PALM BEACH DIVISION

www.flsb.uscourts.gov

IN RE:

Case No.: 12-30081-BKC-EPK

CLSF III IV, INC., *et al.*

Chapter 7

(Substantively Consolidated)

Debtors.

ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT AND RELEASE BETWEEN (I) DEBORAH C. MENOTTE, TRUSTEE; AND (II) MAATSCHAP QI COLLECTIEF

THIS MATTER came before the Court on the 22nd day of October, 2014 at 9:30 a.m., in West Palm Beach, Florida, upon the *Trustee's Motion to Approve Settlement Agreement and Release Between (I) Deborah C. Menotte, Trustee; and (II) Maatschap QI Collectief* (the "Motion") [ECF No. 906] (the "Motion"). The Court, having considered the Motion and the *Settlement Agreement and Release* (the "Settlement Agreement") attached to the Motion as Exhibit "A," having considered the argument of counsel, and being otherwise fully advised in the premises, does thereupon

ORDER as follows:

1. The Motion is **GRANTED**.
2. The Settlement Agreement is **APPROVED** in its entirety.

3. MQIC¹ shall have an allowed Chapter 7 administrative expense claim in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00).

4. MQIC shall have an allowed general unsecured claim in the amount of One Million One Hundred and Fifty Eight Thousand Eight Hundred and Twenty Eight Dollars and Forty Three Cents (\$1,158,828.43). The allowance of this general unsecured claim does not affect the allowance of any other claim filed by MQIC or the ability of the Trustee to object to those claims.

5. Upon this order becoming final and non-appealable, the Trustee shall pay MQIC the sum of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) on account of its allowed Chapter 7 administrative expense claim. The balance of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) will be paid to MQIC at the closing of this Chapter 7 case (the "Case"), in conjunction with the final distribution to creditors. All sums to be paid to MQIC in accordance with the Settlement Agreement and this Order may be paid to MQIC by wire transfer.

6. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from any claims or administrative claims arising only out of or relating to the Administrative Expense Claim Dispute (as defined in the Settlement Agreement) up to and until the execution of the Settlement Agreement,

¹ Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

including but not limited to any administrative claims in relation to MQIC's counsel's previous representation of the Trustee as special counsel. The release provisions as set forth in the Settlement Agreement and herein are not intended to release any claim by MQIC under 11 U.S.C. § 503(b)(3) for an administrative claim arising from the filing of the involuntary proceedings commencing the Case, or any defenses to such a claim by the Trustee.

7. The Parties are directed to comply with the terms and conditions of the Settlement Agreement, and the Court retains jurisdiction to enforce the terms thereof.

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Submitted by:

Leslie Gern Cloyd, Esq.
BERGER SINGERMAN LLP
350 E. Las Olas Boulevard, Suite 1000
Fort Lauderdale, FL 33301
Tel. (954) 525-9900
Fax (954) 523-2872
E-mail: lcloyd@bergersingerman.com

Copies to:

Leslie Gern Cloyd, Esq.
(Attorney Cloyd shall serve a copy of this Order upon all interested parties upon receipt and file a certificate of service.)