

UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND

SECURITIES AND EXCHANGE COMMISSION, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 PATRICK CHURCHVILLE, )  
 CLEARPATH WEALTH MANAGEMENT, LLC, )  
 )  
 Defendants, )  
 )  
 and )  
 )  
 CLEARPATH MULTI-STRATEGY FUND I, L.P., )  
 CLEARPATH MULTI-STRATEGY FUND II, L.P., )  
 CLEARPATH MULTI-STRATEGY FUND III, L.P., )  
 HCR VALUE FUND, L.P., )  
 )  
 Relief Defendants. )  
 )

Case No. 15-CV-00191-S-LDA

**ORDER APPROVING RECEIVER’S PETITION FOR INSTRUCTIONS REGARDING  
THE PROPOSED “SETTLEMENT AGREEMENT AND TERMINATION OF THE  
OPERATING AGREEMENT, THE JOINT INVESTMENT AGREEMENT AND THE  
SERVICING AGREEMENT”**

This matter came before the Court on October 29, 2015 on the “Receiver’s Petition for Instructions Regarding the Proposed ‘Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement’” (Document # 35) filed on October 28, 2015 by Stephen F. Del Sesto, as the Court-appointed Receiver for Defendants Patrick Churchville and ClearPath Wealth Management, LLC and Relief Defendants ClearPath Multi-Strategy Fund I, L.P., ClearPath Multi-Strategy Fund II, L.P., and ClearPath Multi-Strategy Fund III, L.P. (collectively “Receivership Entities”). Having considered the Receiver’s Petition and having heard arguments of counsel for the parties,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Receiver's Petition is approved and the settlement set forth in the "Settlement Agreement and Termination of the Operating Agreement, the Joint Investment Agreement and the Servicing Agreement" (hereinafter "Settlement Agreement" and attached as Exhibit A to the Receiver's Petition) is approved as fair, equitable, and in the best interests of the receivership estates.

2. The Receiver is hereby authorized to execute and perform the Settlement Agreement provided however that the Receiver shall not make, nor be deemed to have made, any representations and/or warranties as to his solvency or the solvency of Defendants Patrick Churchville or ClearPath Wealth Management, LLC, and the Receiver shall not be bound to indemnify any counter-parties to the Settlement Agreement.

3. All funds to which the receivership estates are entitled to be paid under the Settlement Agreement shall be paid to the receivership estate without any offset or reduction for legal fees, costs, or other expenses incurred or to be incurred by the "Acrewood Parties" (as defined in the Receiver's Petition).

4. Within seven (7) days of the entry of this Order, the Acrewood Parties may file with this Court a motion for allowance for payment of any legal fees, costs, or other expenses incurred that the Acrewood Parties maintain should be offset against the funds received by the Receiver pursuant to the Settlement Agreement. Other parties and the Receiver may file responses to any motion for allowance within fourteen (14) days thereafter.

IT IS SO ORDERED, this 4<sup>th</sup> day of November, 2015.

  
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Honorable William E. Smith  
UNITED STATES DISTRICT JUDGE