

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Chapter 11

Case No. 3:09-bk-07047-JAF

Debtor.

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**NOTICE OF FILING STIPULATION  
BETWEEN DEBTOR TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP. AND FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER FOR COLONIAL BANK**

NOTICE IS HEREBY GIVEN of the filing of the attached *Stipulation Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank*, previously filed as the *Stipulation and Agreed Order Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank* (Doc. No. 202) (the “**Stipulation**”), dated September 11, 2009, and setting forth the terms of the agreement and stipulation resolution reached between the Debtor and the FDIC-Receiver.

DATED: September 14, 2009.

/s/ Russell M. Blain

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**ATTORNEYS FOR DEBTOR**



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that true and correct copies of the foregoing Notice of Filing, together with the attached Stipulation, have been furnished (a) by electronic transmission and (b) by the Court's CM/ECF system or United States Mail to the following persons on this 14<sup>th</sup> day of September, 2009:

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

**In re:**

**TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,**

**Debtor.**

**Chapter 11**

**Case No. 3:09-bk-07047-JAF**

**STIPULATION BETWEEN DEBTOR TAYLOR,  
BEAN & WHITAKER MORTGAGE CORP. AND FEDERAL DEPOSIT  
INSURANCE CORPORATION, AS RECEIVER FOR COLONIAL BANK**

The Debtor and the FDIC-Receiver of Colonial Bank, Montgomery, Alabama.

(“Colonial Bank”), by and through their undersigned counsel, hereby agree and stipulate as follows:

**WHEREAS**, on August 24, 2009 (the “Petition Date”), Taylor, Bean & Whitaker Mortgage Corporation (the “Debtor”), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Florida (the “Bankruptcy Court”); and

**WHEREAS**, the Debtor continues in management and operation of its properties and businesses pursuant to Bankruptcy Code sections 1107 and 1108; and

**WHEREAS**, pre-petition, the Debtor had an extensive banking relationship with Colonial Bank and maintained numerous accounts at Colonial Bank (the “Colonial Accounts”); and

**WHEREAS**, as part of their extensive relationship, Colonial Bank was a mortgage investor under multiple agreements and the Debtor serviced mortgage loans (the “Mortgage Loans”) for Colonial Bank pursuant to the following agreements:

- (a) Mortgage Loan Participation and Sale Agreement (AOT Program – Whole Loan Trades and Private Issue Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the “Private AOT Agreement”); and
- (b) Mortgage Loan Participation and Sale Agreement (AOT Program – Agency Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the “Agent AOT Agreement”, and together with the Private AOT Agreements, the “AOT Agreements”); and
- (c) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program), dated as of December 18, 2007, between the Debtor and Colonial Bank (the “Wet & Dry COLB Agreement”); and
- (d) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 18, 2007, between the Debtor and Colonial Bank (the “Construction COLB Agreement”, and together with the Wet & Dry COLB Agreement, the “COLB Agreements”); and
- (e) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 10, 2008, between the Debtor, Colonial Bank and Seaside National Bank & Trust Corp. (the “Seaside COLB Agreement”); and
- (f) Amended and Restated Master Repurchase Agreement, dated as of June 30, 2009, between the Debtor and Colonial Bank (the “Master Repo Agreement”, and together with the AOT Agreements, the COLB Agreements, the Seaside COLB Agreement, the “Mortgage Purchase Agreements”); and

**WHEREAS**, prepetition both Colonial Bank and the FDIC-Receiver validly terminated the Debtor's right to service the mortgage loans under the Mortgage Purchase Agreements; and

**WHEREAS**, by order of the Alabama State Banking Department, dated August 14, 2009, Colonial Bank was closed and the Federal Deposit Insurance Corporation (the "FDIC-Receiver") was appointed as its receiver and, by operation of law, the FDIC-Receiver succeeded to all rights, title, powers and privileges of Colonial Bank and of any stockholder, member, accountholder, depositor, officer, or director of Colonial Bank with respect to the institution and the assets of the institution pursuant to 12 U.S.C. § 1821(d)(2)(A)(i); and

**WHEREAS**, the FDIC-Receiver has filed a Motion for Relief from the Automatic Stay pursuant to § 362(d) ("Stay Relief Motion"); and

**WHEREAS**, the Debtor has filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues ("Turnover Motion"); and

**WHEREAS**, the Debtor and the FDIC-Receiver desire to resolve the issues raised in the Stay Relief Motion and the Turnover Motion by entering into this stipulation (the "Stipulation"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Debtor and the FDIC-Receiver do hereby agree and stipulate as follows:

1. Reconciliation of Bank Accounts and Borrower Payments: The Debtor and FDIC-Receiver agree that, in accordance with the terms of this Stipulation and such other procedures as may be mutually agreed upon by the parties hereto, the Debtor shall perform a full and complete “Servicing Reconciliation” of: (a) all bank accounts maintained by the Debtor at Colonial Bank as of August 6, 2009; (b) all borrower payments received by and currently held in the Colonial Bank lock box; (c) all borrower payments received by and currently under the control of the Debtor; and, (d) payments received from parties other than borrowers that are related to the mortgage servicing activities of the Debtor (e.g., tax and insurance refunds) (the “Servicing Reconciliation”). The Debtor shall use its best efforts to complete this Servicing Reconciliation no later than October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver.

2. Transfer of Mortgage Servicing: The Debtor shall, as soon as reasonably practicable, but no later than October 1, 2009, transfer all servicing to RoundPoint Mortgage Servicing Corporation (“RoundPoint”) for all mortgage loans owned by Colonial Bank under the Mortgage Purchase Agreements, in its individual capacity or as agent for other participants, pursuant to the terms of the AOT and COLB warehouse participation facilities. With respect to any mortgages about which there are questions or disputes regarding ownership, the parties will work in good faith with the applicable investors/claimants to develop a mutually agreeable method for RoundPoint to provide servicing for such mortgages. The Debtor will turnover to RoundPoint all electronic files and data, loan files and trailing documents required for servicing of all transferred

mortgages in a commercially reasonable timeframe no later than October 1, 2009. The transfer of mortgage servicing is without prejudice to or limitation of the rights of the Debtor, the FDIC-Receiver or any other party regarding the ultimate determination of the ownership of the mortgage assets or the value and recovery of the mortgage servicing rights.

3. Colonial Lock Box Payments: The FDIC-Receiver shall, as soon as reasonably practicable, deliver to the Debtor all undeposited borrower payment checks and deposited electronic payments in the possession of the FDIC-Receiver. Upon receipt of these checks, the Debtor shall: (a) record all information necessary to perform the Servicing Reconciliation of borrower payments; (b) allocate and segregate the checks by “Mortgage Investor” (i.e., Colonial Bank, Freddie Mac, Ginnie Mae, Bank of America, Wells Fargo, etc. (collectively, and with all other investors, the “Mortgage Investors”)); (c) endorse the checks and deliver them to the successor servicer for Mortgage Investors if mortgage servicing has been transferred; and, (d) deposit all remaining checks (i.e. checks not clearly due and owing to a designated successor servicer) into the Regions Bank clearing account established by the Debtor for the purpose of accomplishing the Servicing Reconciliation and allocation activities that are the subject of this Stipulation.

4. Colonial Bank Account Reconciliation: Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the preliminary injunction (the “Preliminary Injunction”) entered by Judge Jordan of the District Court for the Southern District of Florida<sup>1</sup> against the FDIC-Receiver as Receiver for Colonial Bank, the FDIC-Receiver

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<sup>1</sup> The Case Number is 09-22394-CIV-JORDAN.



shall provide the Debtor with all borrower payment detail, along with transactions and other information regarding the bank accounts previously maintained by the Debtor at Colonial Bank, so that the borrower payments can be reconciled and allocated to the appropriate Mortgage Investor custodial accounts and other accounts at Colonial Bank as part of the Servicing Reconciliation. Additionally, the FDIC-Receiver shall provide the Debtor with account level detail for all account activity for all Debtor bank accounts at Colonial Bank since August 4, 2009 as soon as practicable, but in, in any event, not later than October 1, 2009.

5. Regions Bank Account Reconciliation and Allocation: The Debtor has established post-petition bank accounts at Regions Bank, the majority of which are intended to replicate the Debtor's Colonial bank accounts (though on a smaller scale) to be used in the Servicing Reconciliation and allocation described herein (the "Regions Reconciliation Accounts"). The Debtor is expressly authorized to deposit borrower checks, as well as other monies, into the Regions Reconciliation Accounts, and Regions is authorized to accept such deposits in accordance with and subject to the provisions and limitations of this Stipulation, as well as agreements with other Mortgage Investors or orders of this Court. Additionally, Regions is authorized to place customary holds of up to eleven (11) days on checks deposited into the Regions Reconciliation Accounts and holds of up to ninety (90) days on ACH transfers, and is authorized to require the Debtor to maintain a minimum balance in the Regions operating account of \$250,000, which requirement will be eliminated sixty (60) days after the final deposit is made. The Debtor has made and is making deposits and transfers into the Regions Reconciliation Accounts

which include: (a) borrower payments received by the Debtor via check and electronic transfer; (b) checks from parties other than borrowers, which include insurance payments, tax and insurance refunds, and other similar payments; and (c) “consolidated borrower payments” in which a borrower has delivered one check in payment of mortgages held by two or more lenders, such as payment of a first and second mortgage. The Debtor will reconcile and account for all such borrower payments and allocate and transfer the appropriate amounts among other Regions Reconciliation Accounts established for the purpose segregating and maintaining: (i) tax and insurance escrow payments; (ii) principal and interest amounts allocated to specific Mortgage Investors; and, (iii) the Debtor’s servicing fees. Any funds currently held in the Regions Reconciliation Accounts related to loans owned by Colonial Bank that are not claimed or disputed by any other party shall be turned over immediately to the FDIC-Receiver, provided however, that TBW preserves any and all rights or claims that it may have to offset against such funds it may have under applicable law, including as the same may be limited by Title 12 of the United States Code.

6. Tax and Insurance Payments: The FDIC-Receiver and the Debtor acknowledge and agree that the highest near-term priority is the reconciliation of borrower tax and insurance “escrows.” Accordingly, the FDIC-Receiver and the Debtor will cooperate with each other and with successor servicers for Mortgage Investors, to provide information and take all steps necessary to assure the prompt payment of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers as soon as reasonably possible. Notwithstanding anything else in this paragraph six (6), the

FDIC-Receiver shall be empowered to make payments to third parties on behalf of borrower taxes and insurance obligations immediately upon approval of this Stipulation from funds currently in the Colonial Accounts; provided, however, that (i) the FDIC-Receiver shall provide the Debtor with an accounting of all such payments, which will be included in the Servicing Reconciliation; and, (ii) this authorization shall not be deemed to be a waiver of any parties' rights to recover servicing advances as provided for under applicable law. In addition, notwithstanding any other provision of this Stipulation, monies in the Regions Reconciliation Accounts may be disbursed by the Debtor to fund payments of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers or to borrower's new escrow accounts maintained by Mortgage Investors' successor servicers upon: (a) the written consent of the Debtor and the FDIC-Receiver, or (b) an order of the Bankruptcy Court approving such disbursement or use.

7. REO Sales Proceeds: Notwithstanding any other provision or recital, the FDIC-Receiver and the Debtor reserve all rights regarding ownership and administration of REO, as well as entitlement to proceeds from REO sales. Further, the parties acknowledge and agree that they will work together in resolving issues related to that administration, management and disposition of REO assets in a manner consistent with Paragraph 11, below.

8. Asset Reconciliation: In addition to reconciling and allocating bank accounts and borrower payments as provided for above, the Debtor will work with the FDIC-Receiver, as well as other Mortgage Investors and creditors, to resolve and reconcile issues regarding ownership and other rights in mortgages, REO and other

related assets that were serviced, maintained and controlled by the Debtor as of August 3, 2009 ("Asset Reconciliation"). This reconciliation will be performed using transaction detail and other records of activity related to the Debtor's AOT and COLB warehouse funding facilities at Colonial Bank, as well as records obtained from Mortgage Investors or others. Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the Preliminary Injunction, the FDIC-Receiver shall make such records in its possession available to the Debtor in a timely, commercially reasonable manner. The Debtor shall use its best efforts to complete this Asset Reconciliation by October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver. Upon the completion of the Asset Reconciliation, the Debtor agrees to return all such records to the FDIC-Receiver within five (5) business days.

9. Reconciliation Report: Upon completion of the Servicing Reconciliation and Asset Reconciliation efforts described herein, the Debtor shall file a report with this Court, which will include the following information:

- a. The results of the Servicing Reconciliation;
- b. The accounting and payments, if any, of tax and insurance premium payments on behalf of borrowers and advances of escrow amounts by either the FDIC as receiver or the Debtor; and
- c. The results of the Asset Reconciliation.

To the extent that the Debtor's reconciliation and allocation work is not completed by October 30, 2009, the Debtor shall file an interim status report regarding these issues on

that date and file successive interim reports every 30 days thereafter until such work is completed and a final report is filed in accordance with this Paragraph.

10. No Disbursement from Regions Reconciliation Accounts: Except for monies necessary to make tax, insurance and related payments on behalf of (or to) borrowers as set forth above, no monies in the Regions Reconciliation Accounts shall be disbursed or used by the Debtor absent an order of this Court approving such disbursement or use. Nothing in this Paragraph shall limit or restrict the right or ability of the Debtor, the FDIC-Receiver or any other party to move this Court for an order requiring or allowing disbursement or use of monies in the Regions Reconciliation Accounts. To the extent that such funds are agreed by the FDIC-Receiver and TBW to be property of Colonial Bank, or determined as such by a court of competent jurisdiction, they shall be turned over to the FDIC-Receiver without further order of this Court.

11. Cooperation: The Debtor and the FDIC-Receiver shall work cooperatively in the exchange of information and use their best efforts to accomplish the objectives of the reconciliation and allocation provided for herein. Accordingly, the Debtor is authorized to enter into any related or ancillary agreements necessary or required to effectuate this Stipulation without obtaining further Court approval of such related or ancillary agreements. The FDIC-Receiver and the Debtor expressly acknowledge and agree that they will act in good faith and deal fairly with each other in the performance of the activities set forth in this Stipulation and any ancillary agreements, including the negotiation of the nature, structure and amount of fees to be paid to the Debtor for the performance of its obligations under this Stipulation.

12. Limitation on Debtor's Obligations: The Debtor's performance of the Servicing Allocation, Asset Allocation and related activities provided for in this Stipulation are limited by and expressly conditioned upon there being monies available to pay the Debtor's employees and professionals to perform such activities. Nothing in this paragraph twelve (12) shall obligate the FDIC-Receiver to make any payments or to release any funds to the Debtor or on behalf of the Debtor nor shall it preclude the Debtor from seeking payment.

13. FDIC Approval: Representatives of RoundPoint and the FDIC-Receiver shall be present to monitor and advise on all aspects and decisions related to the Servicing and Asset Reconciliations. The FDIC-Receiver shall have the final right to approve or deny each and every decision related to the Servicing and Asset Reconciliations of the Colonial Bank Accounts. . All allocations and transfers of monies between and among the Colonial Bank Accounts by the Debtor require the written approval of the FDIC-Receiver. The FDIC-Receiver also has the sole and unequivocal right to prohibit any individual from participating in any reconciliation activity envisioned by this Stipulation. The FDIC-Receiver consents to the use and participation of employees of Navigant Capital Advisors, LLC and its affiliates in performing the reconciliation activity provided for herein.

14. Liability: The FDIC-Receiver shall be released from any and all liability for any acts done in furtherance of this Stipulation (except for willful misconduct and gross negligence) by the Debtor, all parties with any interest in the Mortgage Loans and all parties that receive notice of this Stipulation. Furthermore, none of the FDIC-

Receiver's professionals, including, advisors, actuaries, accountants, attorneys, financial advisors, investment bankers, consultants, or agents, shall have or incur any liability to any holder of any interest in the Mortgage Loans or any party that received notice of this Stipulation for any act or omission in connection with, related to or arising out of, the Mortgage Loans or any act in furtherance of this Stipulation.

15. No Waiver: No act or failure to act in the course of the accounting, allocation and apportionment of borrower payments is or should be construed to be a release, waiver, limitation or modification of any right, claim or defense that the Debtor, the FDIC-Receiver or any other party may have.

16. Modification: This Stipulation may not be modified, altered or amended except in writing signed by the parties hereto and subject to the approval of the Bankruptcy Court, if required under the Bankruptcy Code or Bankruptcy Rules. The Debtor, the FDIC-Receiver, and any other party may, at any time, seek relief from or modification of this Order on ten (10) business days notice or such other relief as the Bankruptcy Court deems appropriate.

17. Bankruptcy Court Approval: This Stipulation is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court declines to approve this Stipulation, the parties hereto shall return to their respective rights and obligations existing prior to the execution of this Stipulation. Nothing in this Interim Stipulation shall be deemed an admission of the Debtor or the FDIC-Receiver.

18. Reservation of Rights: This Stipulation has been entered into in an effort to resolve disputed issues that were raised in the Stay Relief Motion and the Turnover

Motion. Accordingly, it is entered into and approved without prejudice to the rights of all parties, including the Debtor, the FDIC-Receiver, the Mortgage Investors, the Office of the United States Trustee, any committee of creditors appointed in the Chapter 11 case, or any creditor or party in interest. The rights, if any, of all of the foregoing parties are expressly reserved inter se including, but not limited to, this Bankruptcy Court's jurisdiction over the FDIC-Receiver pursuant to Title 12 of the United States Code or other applicable law.

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Stipulated and agreed to, this 11th day of September, 2009.

**Taylor, Bean & Whitaker Mortgage Corp.,  
Debtor in Possession**

/s/ J. David Dantzer

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:  TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,  Debtor.	Chapter 11  Case No. 3:09-bk-07047-JAF
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**ORDER APPROVING STIPULATION  
BETWEEN DEBTOR TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP. AND FEDERAL DEPOSIT INSURANCE  
CORPORATION, AS RECEIVER FOR COLONIAL BANK**

THIS CASE came before the Court for hearing on September 11, 2009, at 10:00 a.m. upon the *Debtor's Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues* (Doc. No. 83) (the "**Turnover Motion**") and the *Motion of Federal Deposit Insurance Corporation, As Receiver for Colonial Bank* (the "**FDIC-Receiver**"), for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) and Request for Emergency Hearing (Doc. No. 64) (the "**FDIC Stay Motion**"). Prior to the hearing, the Debtor filed with the Court the *Stipulation and Agreed Order Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank* (Doc. No. 202) and subsequently filed the *Stipulation Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank* (Doc. No. 222) (the

“**Stipulation**”), setting forth the terms of the agreement and stipulation reached between the Debtor and the FDIC-Receiver. For the reasons stated in open court that shall constitute the decision of the Court, it is

**ORDERED:**

1. The Stipulation as filed with the Court (Doc. No. 222) and the terms and provisions set forth in the Stipulation are approved, subject to this Order, and such terms and provisions are incorporated into and made a part of this Order.
2. The Stipulation having resolved the issues raised by the motions, the Turnover Motion and the FDIC Stay Motion are denied as moot. Except to the extent necessary to implement the Stipulation as approved by this Order, the automatic stay shall remain in full force and effect.
3. As stated in the Stipulation and as represented by the Debtor and the FDIC-Receiver in open court, the Stipulation and the approval of the Stipulation are without prejudice to the substantive rights of all creditors and parties in interests, which rights are reserved.
4. By agreement between the FDIC-Receiver and the Committee, the Committee shall have 45 days from the date of this Order within which to investigate and, if warranted, to seek a determination as to whether Colonial Bank and the FDIC-Receiver validly terminated the Debtor’s right to service the mortgage loans under the Mortgage Purchase Agreements (as defined and referenced in the recitals portion of the Stipulation).
5. The Stipulation is clarified to reflect that the provision for release from

liability set forth in Paragraph 14 of the Stipulation (a) is intended to constitute a release with respect only to actions taken in furtherance of the Stipulation from the date of its execution, and (b) shall not preclude the Official Committee of Unsecured Creditors (the "Committee") from investigating, and if warranted, from prosecuting any claim or cause of action for conduct, outside the scope of the Stipulation, that has occurred prepetition or postpetition or that may occur hereafter.

6. The Stipulation is further clarified to reflect that the Regions Bank accounts into which borrower checks are deposited are custodial in nature.

7. By agreement among the parties, prior to agreeing to any turnover of funds from the Regions Reconciliation Accounts (as provided for in Paragraph 10 of the Stipulation), the Debtor will give notice and an opportunity to object to counsel listed below. This Court will resolve any dispute or objection regarding the Debtor's proposal to agree to such a turnover of funds.

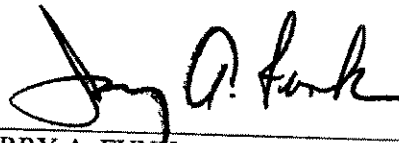
8. The Servicing Reconciliation and the Asset Reconciliation (as defined and referenced in Paragraphs 1 and 8, respectively, of the Stipulation) shall be made available to any creditor or party in interest who requests a copy, unless the Court orders otherwise.

9. Subject to the reservation of rights set forth in Paragraph 18 of the Stipulation and subject to the Preliminary Injunction issued by the United States District Court for the Southern District of Florida (as defined and referenced in Paragraph 4 of the Stipulation), nothing in the Stipulation or this Order shall prevent the Debtor, the FDIC-Receiver, or any other party in interest from requesting this Court to resolve any dispute as to the ownership of assets that are the subject of the Stipulation.

10. This Court granted immediate interim approval of the Stipulation, effective as of September 11, 2009. The Court further determined that this Order be deemed final, without further order of the Court, unless a creditor or party in interest filed a written objection by September 17, 2009. Written objections having been filed (Doc. Nos. 256, 257, 258, 265, 267, and 268), the Court will consider and act upon those objections in due course.

11. To the extent that notice of the Stipulation and of the approval of the Stipulation is required, the Court determines that cause exists to shorten the notice period, and the notice period is shortened, pursuant to F.R.B.P. 9006(c), in accordance with this Order.

DATED: September 29, 2009, in Jacksonville, Florida.



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JERRY A. FUNK  
United States Bankruptcy Judge

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