UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:	Chapter 11 Case
TAYLOR, BEAN & WHITAKER MORTGAGE CORP., REO SPECIALISTS, LLC, and HOME AMERICA MORTGAGE, INC.,	Case No. 3:09-bk-07047-JAF Case No. 3:09-bk-10022-JAF Case No. 3:09-bk-10023-JAF
Debtors.	Jointly Administered Under Case No. 3:09-bk-07047-JAF
_____/	
In re:	
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,	Case No. 3:09-bk-07047-JAF
Applicable Debtor.	
_____/	

ORDER GRANTING MOTION TO APPROVE SETTLEMENT AGREEMENT BETWEEN NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. AND THE TAYLOR, BEAN & WHITAKER PLAN TRUST

THIS MATTER came before the Court upon Plan Trustee's *Motion to Approve Settlement Agreement Between National Union Fire Insurance Company of Pittsburgh, Pa. and the Taylor, Bean & Whitaker Plan Trust* (the "Motion") [D.E. 6980]. The Court, having considered the Motion, the objection [D.E. 7067] filed by Lee Farkas[1] and the objection ("Objection") [D.E. 7062] filed by the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Platinum Community Bank, finding good cause for the granting of the Motion, and being otherwise fully advised in the premises, does thereupon

ORDER as follows:

1. The Motion is GRANTED.

[1] The Court previously entered an order [D.E. 7099] overruling the objection to the Motion filed by Mr. Farkas.

2. The Agreement[2] between the Plan Trustee and National Union, as set forth in the Motion, is APPROVED.

3. The Plan Trustee and National Union are authorized to execute all documents and take all actions necessary to effectuate the Agreement.

4. The Agreement, the Motion and this Order are not admissible against the Debtors, the Plan Trustee or the Plan Trust, in any case, court, arbitration in regard to any other insurance policy and any other matter, as an admission of the Debtor, Plan Trustee, Committee or Plan Trust, or for any other purpose, except as permitted by paragraph 6 hereof.

5. The Plan Trustee and National Union stipulate and agree that the Agreement and this Order shall not affect the rights, if any, under the Policy of the FDIC as Receiver for Platinum Community Bank (the "FDIC-R") regarding any Claims made by the FDIC-R nor shall it affect the rights, if any, of any Insureds against whom the FDIC-R has made Claims, regarding such Claims. This Order shall not preclude the FDIC-R and the Insureds from asserting that the Policy provides coverage for Claims made against the Insureds by the FDIC-R nor shall it preclude National Union from asserting all defenses to coverage, including, but not limited to, the defense that the Policy is void with regard to Claims made against the Insureds by the FDIC-R.

6. Neither the Agreement nor this Order approving the Agreement shall be cited as evidence that the Policy is void, or for any other purpose except to enforce the terms of paragraphs 5 and 6 hereof, in any dispute, litigation, or other proceeding regarding the FDIC-R or any Insureds against whom Claims have been made by the FDIC-R, regarding such Claims. Nothing contained in this Order shall be construed to constitute a submission by the FDIC-R to

[2] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the jurisdiction of this Court with respect to the Agreement and/or the Policy, and all rights of the FDIC-R with respect to such jurisdictional issues are expressly reserved.

7. The Court retains jurisdiction to enforce the terms of the Agreement between the Parties or third parties, and the Parties are directed to comply with the terms and conditions of the Agreement.

DATED this 18 day of April 2013, in Jacksonville, Florida.

Jerry A. Funk
United States Bankruptcy Judge