## Exhibit C

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May 27, 2015

Via Email: mail@icelegal.com

Steven J. Brotman ICE LEGAL, P.A. 1015 N. State Road 7, Suite C Royal Palm Beach, FL 33411

Re: Taylor, Bean & Whitaker Mortgage Corp. v. Larry Hess et al., Circuit Court for the 15<sup>th</sup> Judicial Circuit, Palm Beach County, Florida; Case No. 50 2008 CA 012620XXXXMB (the "Foreclosure Action")

Dear Mr. Brotman:

This firm serves as counsel for Taylor, Bean & Whitaker Mortgage Corp. ("TBW") in connection with its Chapter 11 bankruptcy case currently pending in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court") in the matter styled *In re Taylor, Bean & Whitaker Mortgage Corp.*, Case No. 3:09-bk-07047-JAF (the "Bankruptcy Case"). I am writing to you in connection with that certain Judgment and Amended Judgment Awarding Attorney's Fees and Costs to Defendant recently entered by the Court in the above-referenced Foreclosure Action. TBW only recently became aware of the continuing pendency of the Foreclosure Action and the request for, and award of fees to, your client in that matter. As you may or may not be aware, TBW filed a petition for relief under Chapter 11 of the Bankruptcy Code on August 24, 2009 (the "Petition Date"). Shortly after the Petition Date, in October of 2009, the servicing of the loan to your client was

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transferred from TBW to American Home Mortgage. Since that time, TBW has had no continuing involvement of any kind in the loan to Mr. Hess or in the continuing prosecution or dismissal of the Foreclosure Action. Until TBW was provided with a copy of the initial Judgment Awarding Attorney's Fees and Costs to Defendant entered on May 7, 2015, TBW was unaware of any claim for fees asserted against it. Had it been made aware of such, TBW would have advised you and does so by this letter that any such claim or award for attorney's fees and costs is specifically stayed and enjoined pursuant to the terms of TBW's confirmed plan of liquidation in the Bankruptcy Case.

Enclosed herewith is a copy of the Confirmation Order entered by the Bankruptcy Court confirming the Third Amended and Restated Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors (the "Plan") in TBW's bankruptcy case. I specifically direct your attention to Paragraphs 55 and 56 of the Confirmation Order.

Paragraph 55 of the Confirmation Order specifically provides:

Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, the Plan, by Orders of the Bankruptcy Court, or otherwise, and extant on the Confirmation Date, shall remain in full force and effect until the later of (i) entry of the Final Decree or (ii) the dissolution of the Plan Trust.

Additionally, Paragraph 56 of the Confirmation Order specifically provides:

Except as otherwise expressly provided in the Plan, the documents executed pursuant to the Plan, or this Confirmation Order, on and after the Effective Date [which was August 10, 2011], all Persons who have held, currently hold, or may hold Claims against or Interests in the Debtors or the Estates that arose prior to the Effective Date (including all Governmental Authorities) are permanently enjoined from, on account of such Claims or Interests, taking any of the following actions, either directly or indirectly, against or with respect to any Debtor, any Estate, any Chapter 11 Protected Party, any Plan Trust Exculpated Party, the Plan Trust, any Plan Trust Entity or any of their respective properties: (i) commencing or continuing in any manner any action or other proceeding of any kind; (ii) enforcing, attaching, executing, collecting, or recovering in any manner any judgment, award, decree, or attaching any properties pursuant to the foregoing; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind; (iv) asserting or effecting any setoff, recoupment, or right of subrogation of any kind against any Claim or Cause of Action; (v) taking any act, in any manner, in any place whatsoever, that does not conform to, comply with, or that is inconsistent with any provision of the Plan. Any Person injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages from the willful violator.

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Based on the foregoing, your client was and remains enjoined and stayed from asserting any claims against TBW for legal fees and costs. Any such claim for attorney's fees against TBW clearly relates to matters that arose prior to the August 10, 2011 Effective Date of the Plan. As such, TBW requests that you immediately (and on or before May 29, 2015) take steps to advise the Court that the Award and Amended Award for Attorney's Fees and Costs were entered in violation of the terms of TBW's Plan and seek withdrawal of the same. If TBW is required to incur attorney's fees and expenses in enforcing the stay and injunctive provisions of its confirmed Plan, TBW intends to seek recovery of the same from any responsible party, including you and your client. Should you have any questions with respect to any of the above, please do not hesitate to contact me.

Very truly yours,

Edward J. Peterson, Jr.

EJP/rav Enclosure

cc Jeffery Cavender, Esq. (via email)