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IT IS SO ORDERED.



Charles M. Caldwell
Charles M. Caldwell
United States Bankruptcy Judge

Dated: March 29, 2013

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: § CASE NO. 11-57191
§
IRWIN MORTGAGE CORPORATION, §
§
§ Chapter 11
§ Chief Judge Caldwell
Debtor and §
Debtor-in-Possession. §

**ORDER CONFIRMING FIRST AMENDED PLAN OF LIQUIDATION PROPOSED BY
IRWIN MORTGAGE CORPORATION (Doc. 641)**

This matter comes before the Court upon the *Plan Of Liquidation Proposed By Irwin Mortgage Corporation Dated January 4, 2013* (doc. 605) and the subsequent modifications thereto as set forth in the *First Amended Plan Of Liquidation Proposed By Irwin Mortgage Corporation* (doc. 641), *Debtor's Filing Of Exhibit D To The Plan* (doc. 668), and *Debtor's Notice Of Amendment Of Exhibit D To The Plan* (doc. 696)(collectively, the "Plan"). The Plan was submitted by Irwin Mortgage Corporation (the "Debtor"). Additionally, the Debtor filed a disclosure statement for the Plan (doc. 606), as modified in a disclosure statement for the First



Amended Plan (doc. 606) (collectively, the “Disclosure Statement”). On March 28, 2013, the Debtor filed *Debtor’s Submission of Executed FFB Settlement Agreement* (doc. 723), which included the Executed FFB Settlement Agreement and Release among First Financial Bank, N.A., the Debtor and Irwin Reinsurance Corporation (the “FFB Settlement Agreement”). The FFB Settlement Agreement is in conformity with the Plan.

The Disclosure Statement was approved by the Court pursuant to the Order and Notice (1) Approving Disclosure Statement for First Amended Plan of Liquidation Proposed by Irwin Mortgage Corporation and Ballot; (2) Scheduling Confirmation Hearing; and (3) Fixing Deadline for Receipt of Ballots and for Filing Objection to Confirmation (doc. 649)(“Order and Notice Approving Disclosure”). The Order and Notice Approving Disclosure, the Plan, Disclosure Statement, and Ballot were transmitted to all parties as required by Rule 3017(d) of the Federal Rules of Bankruptcy Procedure. (docs. 650, 668).

The Court held a confirmation hearing on March 7, 2013. Upon consideration of the foregoing, the proffer of counsel at the hearing on confirmation, a review of the record, and the Court being apprised that there were no objections to confirmation, the Court finds and concludes as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § § 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2).
2. The requirements of 11 U.S.C. § 1129(a) for confirmation of the Plan have been satisfied.
3. The Court may properly retain jurisdiction over the matters set forth in Article XI the Plan and in § 1142 of the Bankruptcy Code.

4. The Plan is hereby confirmed pursuant to § 1129 of the Bankruptcy Code. In accordance with the Plan, the Settlement Agreement and the comments of counsel at the confirmation hearing, all conditions to effectiveness of the Plan, including Vermont Approval (as defined in the FFB Settlement Agreement), if necessary, shall be satisfied or waived for the Plan to become effective. The Effective Date shall be the date set forth in Section 1.30 of the Plan.
5. The FFB Settlement Agreement is hereby approved. The Liquidating Trust¹ shall be bound by the FFB Settlement Agreement as fully as if the Liquidating Trust had executed the FFB Settlement Agreement.
6. The releases and injunctions provided in Article XII of the Plan are approved and are authorized in their entirety as fair, equitable, reasonable, in the best interest of the Debtor and its estate.
7. The Debtor shall pay to the United States Trustee the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6) on the Effective Date, if any, and shall continue to make timely payments to the United States Trustee for all periods up to the date the case is converted, dismissed, or closed by Court order.
8. The Court shall, after the Effective Date, retain such jurisdiction over the bankruptcy case and the Debtor with respect to all matters related to the bankruptcy case, the Debtor, the Plan, and this confirmation order as is legally permissible, including, but not limited to, those matters identified in the Plan, which include among other things sales of assets and settlements of claims and controversies.
9. So long as such action does not materially and adversely affect treatment of holders of claims pursuant to the Plan, the Debtor may institute proceedings in this Court to

¹ Capitalized terms not otherwise defined in this Order shall have the meaning assigned to them in the Plan.

remedy any defect or omission or reconcile any inconsistencies in the Plan or in this Order, with respect to such matters as may be necessary to carry out the purposes and affects of the Plan.

10. Subject to any applicable provision of the Plan, and notwithstanding any otherwise applicable law, immediately upon the entry of this Order, the terms of the Plan and this Order are deemed binding upon the Debtor, any and all holders of claims or equity interests (irrespective of whether such claims or equity interests are allowed, disallowed, unsubordinated, contingent or impaired under the Plan, or whether such holders of claims or equity interests accepted, rejected, or deemed to have accepted or rejected the Plan), and the respective heirs, executors, administrators, successors and assigns, if any, of the foregoing.
11. Failure to specifically include a reference, particular sections or provisions of the Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or provisions, it being the intent of this Order of the Court that the Plan be confirmed and such related agreements, including the FFB Settlement Agreement, be approved in their entirety.
12. The Court further finds that the amendment to Exhibit D to the Plan is not a material change and that the notice of the amendment of Exhibit D was appropriate and no further notice is necessary.
13. In accordance with Section 5.2 of the Plan, the Court hereby approves and authorizes the appointment of Development Specialists, Inc. as Plan Trustee on the terms set forth in the Plan and the Liquidating Trust Agreement. Further, in accordance with Section 5.2 of the Plan, the Court hereby approves and authorizes the appointment of Fred C. Caruso, Margaret Good and Richard Szekelyi as Members of the Liquidating Trust

Oversight Committee on the terms set forth in the Plan and the Liquidating Trust Agreement.

14. As of the Effective Date, except as expressly provided in the Plan, all entities shall be precluded from asserting against the Debtor, the Liquidating Trust and the Plan Trustee, or their successors or their property, any and all Claims, debts, rights, Causes of Action or liabilities based upon any act, omission, transaction or other activity of any nature that occurred prior to the Effective Date. In accordance with, and as further described in, Article XII of the Plan, all such Claims, debts, rights, Causes of Action or liabilities, obligations, suits, judgments, arbitrations, damages, rights, or liabilities which were or could have been asserted against the Debtor, the Liquidating Trust, the Plan Trustee or the Post-Acquisition Parties are hereby enjoined. The injunction pursuant to Article XII of the Plan does not limit the application of the automatic stay which, as provided in 11 U.S.C. § 362(c), shall continue until the earliest of (1) the time the case is closed or (2) the time the case is dismissed.

15. All actions to be performed pursuant to the provisions of the Plan on the Effective Date shall be timely if performed as reasonably practicable after the effective date as possible.

IT IS SO ORDERED.

Copies to: Eighteenth Master Service List as of March 5, 2013

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