

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

TRIAD GUARANTY INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 13-11452 (MFW)

Related Docket Nos. 5 and 14 #47

**FINAL ORDER GRANTING DEBTOR'S MOTION FOR ENTRY OF  
ORDER (A) AUTHORIZING THE DEBTOR TO CONTINUE USING ITS  
BANK ACCOUNTS AND BUSINESS FORMS AND (B) GRANTING  
RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of Triad Guaranty Inc., as debtor and debtor-in-possession (the "Debtor") for entry of a final order (this "Order") authorizing the debtors to continue using its bank accounts and business forms, and granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. § 1408; and the Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors and other parties in interest;

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<sup>1</sup> The last four digits of the Debtor's federal taxpayer identification number are 8519. The location of the Debtor's headquarters and the Debtor's service address is 1900 Crestwood Blvd., Birmingham, AL 35210

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and notice of the Motion appearing adequate and appropriate under the circumstances; and the Court having found that no other or further notice need be provided; and the Court having reviewed the Motion and having heard statements in support of the Motion at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and the Court having found that relief requested in the Motion is necessary to prevent immediate and irreparable harm; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED THAT:

1. The Motion is granted on a final basis to the extent set forth herein.
2. The Debtor are authorized to (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date; (b) use, in its present form, all correspondence and business forms including, but not limited to, letterhead, purchase orders, and invoices, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtor's status as debtor-in-possession; provided, however, that upon depletion of the Debtor's correspondence and business forms, the Debtor will obtain new business forms reflecting its status as debtor-in-possession; and provided, further, however, that as soon as practicable after the Petition Date, the Debtor will note its status as "debtor-in-possession" on checks that are electronically printed; and (c) treat the Bank Accounts for all purposes as an account of the Debtor as debtor-in-

possession.

3. Except as otherwise expressly provided in the Interim Order, the Bank is authorized to continue to service and administer the Bank Accounts as accounts of the Debtor as debtor-in-possession, without interruption and in the ordinary course, and to receive, process, honor, and pay any and all checks, drafts, wires, and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; provided that the Bank shall be authorized and directed to honor all disbursements from the Disbursement Account without regard to whether such disbursements are made in consideration of payment for obligations accrued before or after the Petition Date; provided, further, however, that the Bank shall not be liable to any party on account of (a) following the Debtor instructions or presentations as to any order of this Court, (b) the honoring of any prepetition checks, drafts, wires, or automatic clearing house transfers in a good faith belief that this Court has authorized such prepetition check, draft, wire, or automatic clearing house transfer, or (c) an innocent mistake made despite implementation of reasonable handling procedures.

4. The Debtor is authorized to open any new bank accounts or close the existing Bank Accounts as it may deem necessary and appropriate in its sole discretion; provided, however, that the Debtor will provide notice to the U.S. Trustee and any official committee appointed in these cases within fifteen (15) days of the opening and closing of any bank accounts; provided, further that the Debtor may only open a new bank account with a bank designated as an Authorized Depository

under the U.S. Trustee Guidelines, unless first obtaining the consent of the U.S. Trustee. Subject to the foregoing, the Bank is authorized and directed to honor the Debtor's requests to open or close, as the case may be, such bank accounts or additional bank accounts effective as of the Petition Date.

5. Within fifteen (15) days of the date of entry of this Order the Debtor shall (a) contact the Bank, (b) provide the Bank with each of the Debtor's employer identification numbers and (c) identify the Bank Accounts as being held by a debtor-in-possession in a bankruptcy case.

6. If the Debtor opens an account at any bank that is not party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware at which the Debtor hold an account, the Debtor shall use good-faith efforts to cause such bank to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days of the date of this Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

7. The Debtor is authorized to direct the Bank, and the Bank is authorized and directed, to pay obligations in accordance with this or any separate order of this Court.

8. Except as otherwise provided in this Order or in a separate order of this Court, any Bank provided with notice of this Order maintaining the Bank

Accounts shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued prior to the Petition Date.

9. The Debtor is granted a 60 day extension of time to comply with the investment and deposit requirements of section 345 of the Bankruptcy Code, which extension is without prejudice to the Debtor's ability to seek a final waiver of those requirements.

10. Except as otherwise provided in this Order or in a separate order of this Court, any Bank provided with notice of this Order maintaining the Bank Accounts shall not honor or pay any bank payments drawn on the Bank Accounts or otherwise issued prior to the Petition Date.

11. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied by the contents of the Motion.

12. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

Dated: July 8, 2013

Mary Walcott  
United States Bankruptcy Judge