

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

PROOF OF CLAIM

Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Case Number: 3:09-bk-07047-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Colfax Koehler, LLC

Name and address where notices should be sent:

John R. Stiefel, Jr., Esquire
1 Independent Drive, Suite 2301
Jacksonville, FL 32202-5026

Telephone number: (904) 356-6311

FILED
NOV 23 2009

CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above):

Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 301,760.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

2. Basis for Claim: Rent (see Exhibit A) (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$

Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

CLAIM FILED
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Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 11/23/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

John R. Stiefel, Jr., Attorney

FOR COURT USE ONLY
T, B & W Mortgage Corp.



00341

EXHIBIT "A"

This claim is filed pursuant to 11 USC Section 502(b)(6)(A)
- liquidated damages nonresidential.

The leased property is located at Crowne Point Business
Park, 200 Crowne Point Place Drive, Cincinnati, Ohio 45241
(City of Sharonville).

Rent was calculated as follows:

Rent for one year 10/1/2008-9/30/2009: \$301,760.00

Rent for three years 10/1/2009-9/30/2012: \$951,303.12
times 15%: \$142,695.48

The greater of the amounts is used: \$301,760.00

As of today's date, there is a lot of equipment and
personal property on the premises, and as such the property
has not been formally turned over to the landlord. Upon
formal turnover, when landlord can dispose of personal
property, it will amend the Proof of Claim.

COLFAX KOEHLER LLC
OFFICE BUILDING

AGREEMENT OF LEASE

THIS LEASE made this _____ day of _____, 20____, by and between COLFAX KOEHLER LLC, a New Mexico Limited Liability Company, hereinafter referred to as Lessor, and TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION, a Florida "C" Corporation, that is admitted to do business in the State of Ohio, hereinafter referred to as Lessee.

· W I T N E S S E T H :

The Lessor does hereby lease and let to the Lessee and the Lessee accepts from the Lessor under the terms and conditions of this Lease, the following described Premises:

Approximately 25,600 square feet of office space in the single story office building located within the Crowne Point Business Park and whose address is 200 Crowne Point Place Drive, Cincinnati, Ohio 45241 (City of Sharonville) hereinafter referred to as the Leased Premises. The office space is measured by using the Building Owners and Managers Association International "Standard Method for Measuring Floor Area in Office Buildings" as approved by the American National Standard Institute, Inc. on June 7, 1996. The percentage which the rentable area of said Leased Premises is the total rentable office area of the building is agreed upon as being 100%. In the event that additional areas shall be included under this Lease, or the total rentable office area of the building is changed, said agreed percentage shall be proportionately adjusted.

ARTICLE 1. TERM.

TO HAVE AND TO HOLD unto the Lessee for a term of ten (10) years, commencing on the 1st day of October 2007, and ending on the 30th day of September, 2017, both dates inclusive.

ARTICLE 2. LEASED PREMISES.

The Leased Premises, as shown on the Floor Plan attached hereto as Exhibit A, shall be delivered in accordance with the Improvement Specifications attached hereto as Exhibit B. Such renovations as indicated, shall be at the sole cost and responsibility of the Lessor. Any additional improvements not denoted on Exhibits A and/or B shall be paid by Lessee within thirty (30) days after receipt of Lessor's invoice. The Lessee agrees to provide information for the finish plan and not to cause delays in the completion of the Leased Premises.

If the completion date for construction is other than the first day of the month, Lessee shall pay its prorata share of any rents due for occupancy of the Leased Premises. Lessor shall not be liable for damages because of such delay in occupancy. If the delay in completion is caused by the Lessee, the term shall commence and rent will start irrespective of the Leased Premises not being ready for occupancy.

Lessees taking possession shall be conclusive evidence that the Leased Premises were then in good order and satisfactory condition, except for the completion of punch list items, if any.

ARTICLE 3. RENT.

Section 1. For the twelve (12) month period commencing October 1, 2007 and ending September 30, 2008, Lessee shall pay to the Lessor as Rent for the Leased Premises the sum of TWO HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$294,400.00) which shall be paid in equal monthly installments of TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$24,533.33), due and payable on the first day of each month, in advance, without demand.

For the one (1) year period commencing October 1, 2008 and ending September 30, 2009, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY AND 00/100 DOLLARS (\$301,760.00) which shall be paid in equal monthly installments of TWENTY-FIVE THOUSAND ONE HUNDRED FORTY-SIX AND 67/100 DOLLARS (\$25,146.67), due and payable on the first day of each month, in advance, without demand.

For the one (1) year period commencing October 1, 2009 and ending September 30, 2010, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED AND NINE THOUSAND THREE HUNDRED FOUR AND 00/100 DOLLARS (\$309,304.00) which shall be paid in equal monthly installments of TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 33/100 DOLLARS (\$27,775.33), due and payable on the first day of each month, in advance, without demand. >5,115.33

For the one (1) year period commencing October 1, 2010 and ending September 30, 2011, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED SEVENTEEN THOUSAND THIRTY-SIX AND 60/100 DOLLARS (\$317,036.60) which shall be paid in equal monthly installments of TWENTY-SIX THOUSAND FOUR HUNDRED NINETEEN AND 72/100 DOLLARS (\$26,419.72), due and payable on the first day of each month, in advance, without demand.

For the one (1) year period commencing October 1, 2011 and ending September 30, 2012, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED SIXTY-TWO AND 52/100 DOLLARS (\$324,962.52) which shall be paid in equal monthly installments of TWENTY-SEVEN THOUSAND EIGHTY AND 21/100 DOLLARS (\$27,080.21), due and payable on the first day of each month, in advance, without demand.

For the one (1) year period commencing October 1, 2012 and ending September 30, 2013, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED THIRTY-THREE THOUSAND EIGHTY-SIX AND 58/100 DOLLARS (\$333,086.58) which shall be paid in equal monthly installments of TWENTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 21/100 DOLLARS (\$27,757.21), due and payable on the first day of each month, in advance, without demand.

For the one (1) year period commencing October 1, 2013 and ending September 30, 2014, Lessee shall pay to the Lessor as Annual Rent for the Leased Premises the sum of THREE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED THIRTEEN AND 74/100 DOLLARS (\$341,413.74) which shall be paid in equal monthly installments of TWENTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-ONE AND 15/100 DOLLARS (\$28,451.15), due and payable on the first day of each month, in advance, without demand.