

ORIGINAL

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.		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): Deutsche Bank, AG, London Branch		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Gregor J. Schwinghammer Jr., Esq. Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East West Palm Beach, FL 33401 Telephone number: (561) 650-0595 Name and address where payment should be sent (if different from above): c/o Deutsche Bank, New York Branch, 60 Wall Street, New York NY 10005, Att'n: Kevin Tanzer Telephone number: (212) 250-5934		
1. Amount of Claim as of Date Case Filed: \$ <u>Undetermined</u> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> 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.
2. Basis for Claim: <u>Swap confirmation dated as of June 30, 2008</u> (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Cash collateral posted per swap agreement</u> Value of Property: <u>\$5,000,000.00*</u> Annual Interest Rate <u>Variable</u> *plus accrued interest Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>Undetermined</u> Basis for perfection: <u>Control</u> Amount of Secured Claim: \$ <u>Undetermined</u> Amount Unsecured: \$ <u>Undetermined</u>		
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: 06/11/2010	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. <i>[Signature]</i> Steve Haber, MD, Head of Litigation	FOR COURT USE ONLY T, B & W Mortgage Corp. 02926

CLAIM FILED
JUN 14 2010
CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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POWER OF ATTORNEY

BY THIS DEED, DEUTSCHE BANK AKTIENGESELLSCHAFT, a corporation duly organized and existing under the law of the Federal Republic of Germany and having its principal place of business at Theodor-Heuss-Allee 70 in the City of Frankfurt am Main and operating in the United Kingdom under branch number BR000005 at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (the "Company") through its attorneys HEREBY APPOINTS each of the persons set out in Schedule 1 to be its true and lawful attorney (each an "Attorney") any two of which are jointly authorized to execute and deliver on behalf of and in the name of the Company the documents described in Schedule 2 and to do any and all other acts and things as they may deem necessary or incidental in relation thereto AND the Company hereby undertakes to ratify everything which an Attorney shall lawfully do or purport to do in connection therewith. The power conferred herein upon the Attorneys may be rescinded at any time by the Bank and shall cease to have effect from the earlier of (i) the date given in Schedule 3; or (ii) the date upon which any of the Attorneys ceases to be employed by the company described in Schedule 1. The Attorneys are not authorized to sub-delegate to any other person any of the powers or authority granted to them under this Power of Attorney. This Deed shall be governed by and construed in accordance with English law.

Schedule 1

Joseph POLIZZOTTO, Steven HABER and Charlie GAMBINO each of Deutsche Bank AG New York Branch, 60 Wall Street, New York, NY 10005

Schedule 2

To sign and deliver all such documents, including any litigation documents, and to do all such other acts or things as they may in their discretion determine to be necessary or desirable in connection with the Taylor Bean & Whitaker bankruptcy proceeding.

Schedule 3

12 months from the date of this Deed.

IN WITNESS WHEREOF the Company has executed and delivered this Power of Attorney as a Deed on the 11th day of June 2010.

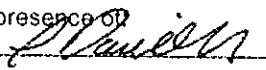
EXECUTED as a DEED for and on behalf of DEUTSCHE BANK AG by its duly appointed attorneys:



NAME: David B. Entwistle

Authorized "A" Signatory


NAME: James LI. Hooper

Authorized "A" Signatory

In the presence of

NAME: MISS FAYE DAVIDSON
ADDRESS: 33B FERNTOWER RD
LONDON N5 2JE


NAME: MISS FAYE DAVIDSON
ADDRESS: 33B FERNTOWER RD
LONDON N5 2JE
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ANNEX I
to
Proof of Claim ("Claim") Filed by Deutsche Bank AG ("Claimant")
Against
Taylor, Bean & Whitaker Mortgage Corp. ("Debtor")
(Case No. 3:09-bk-07047-JAF)

1. This Claim is filed under the compulsion of the bar date established in these chapter 11 proceedings and is filed to protect Claimant from forfeiture of claims by reason of said bar date. Claimant reserves its right to amend and/or supplement this Claim for the purposes and to the extent permitted by applicable law.

2. Claimant reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Claimant by the Debtor, including, without limitation, any rights of setoff and/or recoupment not expressly asserted above. Claimant further reserves all of its rights as against the other debtors in these chapter 11 proceedings.

3. Claimant further reserves all rights accruing to it, and the filing of this Claim is not and shall not be deemed or construed as: (i) a waiver, release, or limitation of Claimant's rights against any person, entity, or property (including, without limitation, the Debtor or any other person or entity that is or may become a debtor in this case or any other case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release, or limitation of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release, or limitation of Claimant's right to have any and all final orders in any and all non-core

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matters or proceedings entered only after *de novo* review by a U.S. District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; or (viii) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).



Deutsche Bank AG London
 Winchester House
 1 Great Winchester St,
 London EC2N 2DB
 Telephone: +44 (0)20 7545 8000

**CONFIRMATION FOR U.S. DOLLAR RATE SWAP TRANSACTION
 UNDER 1992 MASTER AGREEMENT**

TO: Taylor, Bean & Whitaker Mortgage Corp. ("Party B")
 315 NE 14th Street
 Ocala, FL 34470
 Attention: Paul Allen
 Facsimile No.: (352) 690-0512

FROM: Deutsche Bank, AG, London Branch ("Party A")
 Winchester House
 1 Great Winchester Street
 London EC2N 2DB
 Attention: Michael Zoccoli (DBSI -- Securitized Products Group)
 Facsimile No.: (212) 797-5150

Date: June 30, 2008

Our Reference No. C2030033M

The purpose of this letter agreement is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below (the "Swap Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Definitions") and the defined terms set forth in the Reference Transaction (as defined below), to the extent used but not defined herein, are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and the provision of this Confirmation, this Confirmation will govern. Each party represents and warrants to the other that (i) it is duly authorized to enter into this Swap Transaction and to perform its obligations hereunder and (ii) the person executing this Confirmation is duly authorized to execute and deliver it.

<p>Chairman of the Supervisory Board: Clemens Borsig Management Board: Josef Ackermann (Chairman), Hugo Banziger, Anthony Di Iorio, Stefan Krause, Hermann-Josef Lambert</p>	<p>Deutsche Bank AG is authorised under German Banking Law (competent authority BaFin -- Federal Financial Supervising Authority) and regulated by the Financial Services Authority for the conduct of UK business; a member of the London Stock Exchange. Deutsche Bank AG is a joint stock corporation with limited liability incorporated in the Federal Republic of Germany HRB No 30 000 District Court of Frankfurt am Main; Branch Registration in England and Wales BR000005; Registered address Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank Group online: http://www.deutsche-bank.com</p>
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1. This Confirmation evidences a complete and binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. In addition you and we agree to use all reasonable efforts to negotiate, execute and deliver an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) (New York law version) including an ISDA Credit Support Annex (Bilateral Form - New York law version) (together, the "ISDA Form") with such modifications as you and we will in good faith agree (the "Agreement"). Upon the execution by you and us of such Agreement, this Confirmation will supplement, form a part of, and be subject to the Agreement. All provisions contained, or incorporated by reference, in the Agreement upon its execution will govern this Confirmation except as expressly modified below. Until the time that we both execute and deliver that agreement, this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") and confirming transactions (each a "Transaction") entered into between us (notwithstanding anything to the contrary in a Confirmation) shall supplement, form part of, and be subject to an agreement in the form of the ISDA Form as if we had both executed an agreement in such form on the Trade Date of the first such Transaction between us (A) with the Schedule thereto (i) specifying that (a) the governing law is New York Law; (b) the Termination Currency is U.S. Dollars; (ii) incorporating the definition of "Indemnifiable Tax" contained in (page 48 of) the "Users Guide to the 1992 ISDA Master Agreements"; and (iii) specifying the Additional Termination Events set forth in Annex A attached hereto and (B) with Paragraph 13 of the Credit Support Annex containing the modifications and elections set forth in Annex B attached hereto. All provisions contained or incorporated by reference in that agreement will govern this Confirmation and in the event of any inconsistency between the terms of this Confirmation and the terms of that agreement, this Confirmation will prevail for the purposes of this Transaction.

2. The terms of the Swap Transaction to which this Confirmation relates are as follows:

Notional Amount:	The Notional Amount (as defined in the Reference Transaction), subject to adjustment as and when occurring under the Reference Transaction.
Trade Date:	June 30, 2008
Effective Date:	June 30, 2008
Termination Date:	The earliest to occur of (a) the Termination Date of the Reference Transaction, (b) an Early Termination Date (as defined in the Agreement referred to in the Reference Transaction) with respect to the Reference Transaction (a "Reference Transaction Early Termination Date") and (c) the effective date of the transfer of Party A's rights and obligations under the Reference Transaction to a Successor Counterparty (as defined in the Reference Transaction) or replacement of the Reference Transaction with a substantially similar transaction with a Successor Counterparty pursuant to the terms of the Reference Transaction (a "Swap Counterparty

Replacement").

- Business Day:** As specified in the Reference Transaction.
- Business Day Convention:** As specified in the Reference Transaction.
- Calculation Period:** With respect to each Payment Date (as defined in the Reference Transaction), the period from and including the prior Payment Date to but excluding such current Payment Date, except that in each case, (a) the initial Calculation Period will commence on, and include, the Effective Date and (b) the final Calculation Period will end on, and include, the Termination Date; provided, however, that for purposes of calculating Party A Retained Amount, the Calculation Period shall be the period from and including the day after the prior Payment Date to and including such current Payment Date.
- Accrued Interest Payment Date:** Any Business Day on which Party A owes any Party A Accrued Interest Payment (as defined in the Reference Transaction).
- Party B Reduction Amount:** With respect to any date of determination and the related Calculation Period, the amount, if any, by which the Party B First Floating Rate Amount is reduced on such date by operation of the first proviso in the definition of Party B First Floating Rate Amount.
3. **Floating Amounts:**
- (a) Party A Floating Amounts
- Party A First Floating Rate Amounts:** Any Party B Floating Amount, Party B Interim Floating Amount, Party B Second Floating Amount and Party B Third Floating Amount actually received by Party A under and pursuant to the Reference Transaction.
- Party A First Floating Rate Amount Payment Dates:** Each day on which Party A receives such payment under the Reference Transaction if such payment is received by Party A before 1:00 P.M. Eastern Standard Time on such day, or, if such payment is received after 1:00 P.M. Eastern Standard Time on such day, on the following Business Day.

Party A Retained Amount:

Prior to the occurrence of an automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, a declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, an occurrence and continuation of any Short Term Note Amortization Event, or an occurrence and continuation of any Cease Purchase Event, on any Party A First Floating Rate Amount Payment Date occurring during a Calculation Period, Party A may retain during such Calculation Period an amount equal to any unpaid Party B Reduction Amount incurred on any date occurring during such Calculation Period and not otherwise retained by Party A as a Party A Retained Amount from any Party A First Floating Rate Amount received by Party A during such Calculation Period under and pursuant to the Reference Transaction; *provided*, that in no event may Party A retain any Party A Retained Amount if the Party B Net Payments as of any Payment Date exceed 10% of the sum of (x) the average of the Outstanding Purchase Price of the Series 2008-1 Mortgage Loans and, without duplication, the Series 2008-1 Securitization Securities, owned by the Reference Counterparty on each day during the applicable Calculation Period and (y) the average of cash and Eligible Investments held by the Reference Counterparty in the Collateral Account and allocated to the Series 2008-1 Program on each day during the applicable Calculation Period. For the avoidance of doubt, (x) Party A shall only be permitted to retain during any Calculation Period any Party A Retained Amount from any Party A First Floating Rate Amount received by Party A during such Calculation Period for any unpaid Party B Reduction Amount incurred during such Calculation Period and not otherwise retained by Party A as a Party A Retained Amount, (y) Party A shall not retain during any Calculation Period any Party A Retained Amount from any Party A First Floating Rate Amount received by Party A during any other Calculation Period, and (z) Party A shall not retain during any Calculation Period any Party A Retained Amount in respect of any Party B Reduction Amount incurred during any other Calculation Period. On the Business Day that Party A retains any Party A Retained Amount, Party A shall give Party B written notice of such Party A Retained Amount.

(b) Party B Floating Amounts and Fixed Amounts

Party B First Floating Rate
Amounts:

Any and all amounts due from Party A to the Reference Counterparty under and pursuant to the Reference Transaction (excluding costs and fees relating to a Swap Counterparty Default (as defined below)); *provided, however,* that prior to the occurrence of an automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, the declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, an occurrence and continuation of any Short Term Note Amortization Event, or an occurrence and continuation of any Cease Purchase Event, any amount payable by Party B on any Interim Payment Date in respect of any Party A Interim Floating Amount (as defined in the Reference Transaction) payable by Party A under the Reference Transaction shall be equal to the lesser of (i) the Party A Interim Floating Amount payable by Party A under and pursuant to the Reference Transaction on such Interim Payment Date and (ii) 10% of the aggregate Outstanding Purchase Price of the Terminated Loans considered in the calculation of the Party A Interim Floating Amount and Party B Interim Floating Amount (as defined in the Reference Transaction) on such Interim Payment Date (immediately before becoming a Terminated Loan); *provided, further,* that, after the occurrence of an automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, the declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, an occurrence and continuation of any Short Term Note Amortization Event, or an occurrence and continuation of any Cease Purchase Event, the sum of the Party B First Floating Rate Amounts payable after the occurrence of such automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such occurrence and continuation of any Short Term Note Amortization Event, or such occurrence and continuation of any Cease Purchase Event shall not exceed 10% of the sum of (x) the aggregate Outstanding Purchase Price of the Series 2008-1 Mortgage Loans and, without duplication, the Series 2008-1 Securitization Securities, owned by the Reference Counterparty on the date of

occurrence of such automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such occurrence and continuation of any Short Term Note Amortization Event, or such occurrence and continuation of any Cease Purchase Event and (y) any cash and Eligible Investments held by the Reference Counterparty in the Collateral Account and allocated to the Series 2008-1 Program on the date of occurrence of such automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such occurrence and continuation of any Short Term Note Amortization Event, or such occurrence and continuation of any Cease Purchase Event; *provided finally, however*, that if a Swap Counterparty Default shall have occurred, it shall be a condition precedent to the payment of any Party B First Floating Rate Amounts that Party A shall have actually paid such amount under the Reference Transaction.

Notwithstanding the above, prior to the occurrence of such automatic Termination Event pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such declaration of a Termination Event by the Issuer pursuant to Section 11.2 of the Mortgage Loan Purchase Agreement, such occurrence and continuation of any Short Term Note Amortization Event, or such occurrence and continuation of any Cease Purchase Event, in no event may the Party B Net Payments as of any Payment Date or Accrued Interest Payment Date exceed 10% of the sum of (x) the average of the Outstanding Purchase Price of the Series 2008-1 Mortgage Loans owned by the Reference Counterparty on each day during the applicable period and (y) the average of cash and Eligible Investments held by the Reference Counterparty in the Collateral Account and allocated to the Series 2008-1 Program on each day during the applicable period.

Party B First Floating Rate Amount
Payment Dates:

Each Payment Date, Interim Payment Date (each as defined in the Reference Transaction) and Accrued Interest Payment Date.

Party B Net Payments:

(A) With respect to any Payment Date, the excess of (x) the amounts paid by Party B hereunder during the period from and including the third preceding Payment Date to and including such Payment Date, over (y) the amounts paid by Party A hereunder during the period from and including the third preceding Payment Date to and including such Payment Date, and (B) with respect to any Accrued Interest Payment Date, the excess of (x) the amounts paid by Party B hereunder during the period from and including the date three calendar months preceding such Accrued Interest Payment Date to and including such Accrued Interest Payment Date, over (ii) the amounts paid by Party A hereunder during the period from and including the date three calendar months preceding such Accrued Interest Payment Date to and including such Accrued Interest Payment Date.

Party B Second Fixed Rate Amounts:

Party B shall pay on each Party B Second Fixed Rate Amount Payment Date a fixed amount equal to the product of (i) the Notional Amount for the related Calculation Period multiplied by (ii) 0.75% multiplied by (iii) a fraction, the numerator of which is the actual number of days in the Calculation Period and the denominator of which is 360; *provided, however*, that in the event of any termination of this Swap Transaction prior to June 30, 2009 (other than by reason of a Swap Counterparty Default or Party A's failure to agree to an extension of this Swap Transaction), Party B shall pay to Party A on the Termination Date (in addition to any other amounts payable by Party B under this paragraph) an amount equal to the product of (i) the Maximum Notional Amount multiplied by (ii) 0.50% multiplied by (iii) a fraction, the numerator of which is the actual number of days from the Termination Date through and including June 30, 2009 and the denominator of which is 360.

Accounting Treatment Change:

Notwithstanding anything to the contrary herein or in the Agreement, the parties hereto agree that Party A shall have the right (in its sole discretion) to increase the rate used to calculate the Party B Second Fixed Rate Amounts (such adjustment not to exceed .50% per annum) at any time following the day that is 90 calendar

days after the occurrence of an "Accounting Treatment Change" (as defined below). Within 10 Local Business Days of the occurrence of an Accounting Treatment Change, if Party A determines it shall increase such rate, Party A shall provide notice to Party B concerning such Accounting Treatment Change, identifying the date of occurrence of such Accounting Treatment Change and identifying the effective date of such increase in this rate. Following the occurrence of any Accounting Treatment Change and notice thereof by Party A to Party B, each party shall in good faith use commercially reasonable efforts to identify a willing and appropriate replacement swap counterparty (acceptable to both parties) and to assign Party A's rights and obligations under this Swap Transaction and the Reference Transaction to such replacement swap counterparty; *provided, however*, that following the occurrence of any Accounting Treatment Change and notice thereof by Party A to Party B, the Reference Counterparty may designate an Early Termination Date with regard to this Transaction and the Reference Transaction without such replacement swap counterparty upon satisfaction of the following conditions: (x) the Reference Counterparty shall have received Rating Agency Confirmation, (y) the excess of (i) the then-current Program Size (as defined in the Mortgage Loan Purchase Agreement) (before giving effect to any reduction made in connection with the designation of such Early Termination Date) over (ii) the sum of the aggregate outstanding principal amount of the Notes (as defined in the Reference Transaction) is greater than or equal to the Maximum Notional Amount of the Reference Transaction and (z) before designation of such Early Termination Date, the Program Size (as defined in the Mortgage Loan Purchase Agreement) shall be reduced by an amount equal to or greater than such Maximum Notional Amount. Notwithstanding Section 6(e) of the Agreement, upon the designation of an Early Termination Date pursuant to this paragraph, no termination payments shall be payable under Section 6(e) by either party, except (A) each party shall make all payments pursuant to this Confirmation through and including such Early Termination Date; and (B) without duplication of the amounts payable pursuant to the foregoing clause (A), Party A shall pay to Party B the Unpaid Amounts owing to Party B by Party A as of the Early Termination Date and Party B shall pay to Party A

the Unpaid Amounts owing to Party A by Party B as of the Early Termination Date, and neither party shall have any further liability in respect of the termination of this Agreement except as set forth in the Schedule and this Confirmation. As used herein, the term "Accounting Treatment Change" shall mean the determination by auditors for Party A that the Mortgage Loans and other assets of Ocala Funding, LLC should be included on the consolidated balance sheet of Party A.

Party B Second Fixed Rate Amount
Payment Dates:

Each Payment Date referred to in the Reference Transaction.

4. Other Provisions:

Calculation Agent:

Party B

Assignment:

This Swap Transaction shall be assigned concurrently with any assignment or transfer of the Reference Transaction pursuant to the terms thereof. The parties acknowledge that any reasonable out-of-pocket costs reasonably incurred by Party B associated with the assignment of this Transaction concurrently with the Reference Transaction shall be reimbursed by Party A as part of the fees paid by Party A to transfer its obligations to a Successor Counterparty pursuant to the Reference Transaction. Party A shall bear its own cost associated with the assignment of this Transaction.

Swap Counterparty Default:

The occurrence of an Event of Default or Termination Event under the Reference Transaction, as to which Party A is the Defaulting Party or sole Affected Party.

Reference Counterparty:

Ocala Funding, LLC

Reference Transaction:

The Swap Transaction between Party A and the Reference Counterparty, dated as of the date hereof, as amended from time to time (Ref. No. C2030033M).

Payment Instructions:

Payments to Party A:

Deutsche Bank Trust Co. Americas,
New York
SWIFT BIC Code: BKTR US 33 XXX
Account No: 04-411-739
FED ABA No: 021001033
CHIPS ABA No: 0103
CHIPS UID No: 096804
Favour Deutsche Bank AG London

Payments to Party B:

LaSalle Bank
ABA # 071000505
LaSalle CHGO/CTR/BNF:/LaSalle Trust
Trust Acct #7225171

Representations

Each party will be deemed to represent to the other party on the date on which it enters into the Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for the Transaction):

(a) *Non-Reliance*

It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of the Transaction.

(b) *Assessment and Understanding*

It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

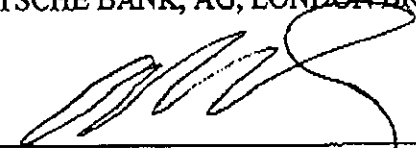
(c) *Status of Parties*

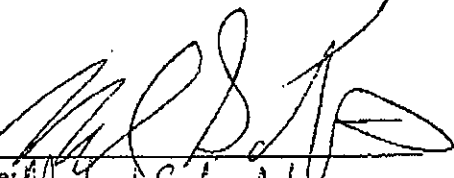
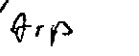
The other party is not acting as a fiduciary for, or an adviser to it in respect of the Transaction.

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning an executed copy of this Confirmation to us.

Yours Sincerely,

 DEUTSCHE BANK, AG, LONDON BRANCH

By: 
Name:
Title:

By: 
Name: Michael Schwartzberg
Title: 

Confirmed and agreed as of the date first written above:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

By: _____
Name:
Title:
Authorized Signatory

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by returning an executed copy of this Confirmation to us.

Yours Sincerely,

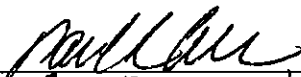
DEUTSCHE BANK, AG, LONDON BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

Confirmed and agreed as of the date first written above:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

By:  _____
Name: PAUL ALLEN
Title: CEO
Authorized Signatory

Annex A

"Additional Termination Event." Each of the following shall constitute an Additional Termination Event with respect to which Party B shall be the sole Affected Party:

- (i) A Change of Control shall occur.
- (ii) A Material Adverse Change shall occur with respect to Party B. A "Material Adverse Change" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of Party B; (b) a material impairment of the ability of Party B to perform its obligations under this Agreement; or (c) a material adverse change in, or a material adverse effect upon, the legality, validity, binding effect or enforceability against Party B of this Agreement.
- (iii) Party B shall exceed a maximum leverage ratio (the ratio of (i) Total Debt to (ii) Tangible Net Worth) of greater than 20:1.
- (iv) The Tangible Net Worth of Taylor, Bean & Whitaker Mortgage Corp. on any annual or interim report shall be less than \$100,000,000.
- (v) The Rolling Two-Quarter Profitability of Taylor, Bean & Whitaker Mortgage Corp. shall be less than \$1.

"Rolling Two-Quarter Profitability" means the net income of Taylor, Bean & Whitaker Mortgage Corp. for the most recently ended two-quarter period.
- (vi) Party B shall fail to pay (after expiration of any applicable grace period) any of its debt obligations in excess of \$20,000,000 in the aggregate and such failure continues unremedied for a period of three (3) Business Days after written notice.

Capitalized terms used in this Annex A but not defined herein shall have the meanings ascribed to them in the Indenture (as defined in the Reference Transaction).

Annex B

Unless otherwise specified, the provisions of the ISDA Credit Support Annex (Bilateral Form – New York law version) (with the modifications and elections set forth below) incorporated by reference herein shall be applicable only with respect to this Transaction. The Valuation Agent shall determine the Delivery Amount, Return Amount, Credit Support Amount and Exposure in respect of this Transaction without taking into account any other transaction or transactions between Party A and Party B.

Elections and Variables

(a) **Security Interest for "Obligations."** The term "Obligations" as used in this Annex B includes the following additional obligations.

With respect to Party A: Inapplicable

With respect to Party B: Inapplicable

(b) **Credit Support Obligations.**

(i) **Delivery Amount, Return Amount and Credit Support Amount.**

(A) "Delivery Amount" has the meaning specified in Paragraph 3(a).

(B) "Return Amount" has the meaning specified in Paragraph 3(b).

(C) "Credit Support Amount" has the meaning specified in Paragraph 3, except that, if an Independent Amount or Independent Amounts are specified for a party, the Credit Support Amount for such party will never be less than the aggregate of all Independent Amounts applicable to that party.

(ii) **Eligible Collateral.** The following items will qualify as "Eligible Collateral" for the party specified:

		<u>[Party A]</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(A)	Cash.	Inapplicable	[X]	100%
(B)	negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of less than one year ("Treasury Bills").	Inapplicable	[X]	98%

	<u>[Party A</u>	<u>Party B</u>	<u>Valuation</u>
	<u>Inapplicable</u>	<u>[X]</u>	<u>Percentage</u>
(C) negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of 1-10 years ("Treasury Notes").	Inapplicable	[X]	95%
(D) negotiable debt obligations issued by the U.S. Treasury Department having a remaining maturity of more than 10 years ("Treasury Bonds").	Inapplicable	[X]	95%
(E) single-class mortgage participation certificates ("FHLMC Certificates") in book-entry form backed by single-family residential mortgage loans, the full and timely payment of interest at the applicable certificate rate and the ultimate collection of principal of which are guaranteed by the Federal Home Loan Mortgage Corporation (excluding Real Estate Mortgage Investment Conduit ("REMIC") or other multi-class pass-through certificates, collateralized mortgage obligations, pass-through certificates backed by adjustable rate mortgages, securities paying interest or principal only and similar derivative securities).	Inapplicable	[X]	92%

	<u>[Party A</u>	<u>Party B</u>	<u>Valuation</u>
	<u>Inapplicable</u>	<u>[X]</u>	<u>Percentage</u>
(F)		[X]	92%
(G)	Inapplicable	[X]	92%

	<u>[Party A]</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(H) Negotiable debt obligations in book-entry form issued by the following agencies: Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Home Loan Bank, Federal Farm Credit Bank, or Student Loan Marketing Association, having an original term to maturity at issuance of not more than 35 years.	Inapplicable	[X]	92%
(I) Negotiable debt obligations in book-entry form which are fully guaranteed as to both principal and interest by the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, (but excluding (i) interest only and principal only securities, and (ii) collateralized mortgage obligations, real estate mortgage investment conduits and similar derivative securities), having an original term to maturity at issuance of not more than 35 years.	Inapplicable	[X]	92%

	<u>[Party A]</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(J) Negotiable debt obligations in book-entry form which are fully guaranteed as to both principal and interest by the Federal Home Loan Banks (excluding real estate mortgage investment conduits or other multi-class pass-through certificates, collateralized mortgage obligations, securities paying interest or principal only, and similar derivative securities), having an original term to maturity at issuance of not more than 35 years.	Inapplicable	[X]	92%
(K) Such other collateral as Party A and Party B may agree.	Inapplicable	[X]	As may be agreed.]

(iii) *Other Eligible Support.* The following items will qualify as "Other Eligible Support" for the party specified: Inapplicable

(iv) *Thresholds.*

(A) "Independent Amount" means with respect to Party A: Inapplicable.

"Independent Amount" means with respect to Party B: Inapplicable.

(B) "Threshold" means with respect to Party A: Inapplicable.

"Threshold" means with respect to Party B: Zero.

(C) "Minimum Transfer Amount" means with respect to Party A: \$200,000 provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition with respect to such party.

"Minimum Transfer Amount" means with respect to Party B: \$200,000 provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event

of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition with respect to such party.

- (D) **Rounding.** The Delivery Amount will be rounded up and the Return Amount will be rounded down to the nearest integral multiple of \$10,000.

(c) **Valuation and Timing.**

- (i) **"Valuation Agent"** means: Party A.
- (ii) **"Valuation Date"** means: Any Local Business Day.
- (iii) **"Valuation Time"** means:

- the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;
- the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable;

provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.

- (iv) **"Notification Time"** means 11:00 a.m., New York time, on a Local Business Day.
- (v) **"Exposure"** means, for any Valuation Date or other date of determination, the amount equal to the sum of (A) (i) the Outstanding Purchase Price of the Series 2008-1 Mortgage Loans (excluding Series 2008-1 Mortgage Loans covered by clauses (B) and (C) below) owned by the Issuer minus (ii) the aggregate delivery prices provided for in the Series 2008-1 Qualified Forward Contracts plus (B) in the event that any Series 2008-1 Qualified Forward Contract unwinds (i) the Outstanding Purchase Price of such Series 2008-1 Mortgage Loans minus (ii) the aggregate delivery prices provided for in one or more replacement Series 2008-1 Qualified Forward Contracts for such Series 2008-1 Mortgage Loans plus (C) in the event that any Series 2008-1 Mortgage Loans are not deliverable into a Series 2008-1 Qualified Forward Contract, (i) the Outstanding Purchase Price of the Series 2008-1 Mortgage Loans relating to such Series 2008-1 Qualified Forward Contract minus (ii) the current market value (determined by the Valuation Agent) of such Series 2008-1 Mortgage Loans; *provided, however,* that in no event shall such amount exceed 10% of such Outstanding Purchase Price of such Series 2008-1 Mortgage Loans. Capitalized terms used herein but not defined in this paragraph 13(c)(v) shall have the meanings ascribed to them in the Indenture (as defined in the Reference Transaction).

For as long as this Annex is binding, QRM or any other mutually agreed upon source shall provide Party A with its calculation of Exposure and Party B agrees to pay the fees of QRM or such other mutually agreed upon source under any agreement between Party B and such entity to, provide information in order to

calculate Exposure. To the extent that QRM or such other mutually agreed upon source are unable to provide the calculation of Exposure, the Valuation Agent shall calculate Exposure.

- (d) **Conditions Precedent and Secured Party's Rights and Remedies.** Each Termination Event specified below with respect to a party will be a "Specified Condition" for that party (the specified party being the Affected Party if a Termination Event or Additional Termination Event occurs with respect to that party):

	Party A	Party B
Illegality	[X]	[X]
Credit Event Upon Merger	[X]	[X]
Additional Termination Event	[]	[]
Reference Swap Default	[X]	[]

For purposes of the foregoing, "**Reference Swap Default**" shall mean the occurrence, under the Reference Transaction, of any of the following: an Event of Default with respect to Party A, a Potential Event of Default with respect to Party A, a Termination Event with respect to Party A, or the designation of an Early Termination Date. For purposes of this definition alone the terms "**Event of Default**," "**Potential Event of Default**," "**Termination Event**" and "**Early Termination Date**" shall have the meanings assigned to them in the Reference Transaction.

"**Reference Transaction**" means the 1992 ISDA Master Agreement (including the Schedule thereto and the Transactions thereunder) dated as of the date hereof, between Party A and Ocala Funding, LLC, as amended from time to time.

- (e) **Substitution.**
- (i) "**Substitution Date**" has the meaning specified in Paragraph 4(d)(ii).
 - (ii) **Consent.** If specified here as applicable, then the Pledgor must obtain the Secured Party's consent for any substitution pursuant to Paragraph 4(d): Inapplicable.
- (f) **Dispute Resolution.**
- (i) "**Resolution Time**" means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5 or such earlier time as the parties agree that they are not able to resolve such dispute.
 - (ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support will be calculated as follows: for Cash, the U.S. dollar value thereof, and for each item of Eligible Collateral (except for Cash), an amount in

U.S. dollars equal to the product of (i) either (A) the bid mid-market price for such security quoted on such day by a principal market-maker for such security selected in good faith by the Secured Party or (B) the most recent publicly available bid mid-market price for such security as reported by a quotation service or in a medium selected in good faith and in a commercially reasonable manner by Secured Party, multiplied by (ii) the percentage figure listed in Paragraph 13(b)(ii) hereof with respect to such security.

(iii) *Alternative.* The provisions of Paragraph 5 will apply.

(g) ***Holding and Using Posted Collateral.***

(i) ***Eligibility to Hold Posted Collateral; Custodians.*** Party A and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided* that the following conditions applicable to such Party are satisfied:

(A) Party A is not a Defaulting Party.

(B) Posted Collateral may be held only in the following jurisdictions: Posted Collateral consisting of certificated securities must be held in New York.

Initially the Custodian for Party A is: Deutsche Bank AG New York Branch.

(ii) ***Use of Posted Collateral.*** The provisions of Paragraph 6(c) will apply to Party A.

(h) ***Distributions and Interest Amount.***

(i) ***Interest Rate.*** The "Interest Rate" will be with respect to Eligible Collateral in the form of Cash, for any day, the rate opposite the caption "Federal Funds (Effective)" for such day as published for such day in Federal Reserve Publication H.15(519) or any successor publication as published by the Board of Governors of the Federal Reserve System.

(ii) ***Transfer of Interest Amount.*** The Transfer of the Interest Amount will be made on the first Local Business Day of each calendar month.

(iii) ***Alternative Interest Amount.*** The provisions of Paragraph 6(d)(ii) will apply.

(i) ***Other Eligible Support and Other Posted Support.***

(i) "Value" with respect to Other Eligible Support and Other Posted Support means: Inapplicable

(ii) "Transfer" with respect to Other Eligible Support and Other Posted Support means: Inapplicable

(j) ***Demands and Notices.*** All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, unless otherwise specified here:

Party A: Deutsche Bank AG
60 Wall Street
New York, NY 10005
Attention: Collateral Management and Valuations

Party B: Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, FL 34470
Attention: Paul R. Allen

(k) *Addresses for Transfers.*

Party A: For Cash:

The Bank of New York
ABA: 021000018
Account #: 8900603658
Account name: Deutsche Bank AG NY CM
Further credit:
Account #(12-digit acct #):
Account Name:

For Eligible Collateral:

Fed Eligible Settlements:
Bk of NYC/Cust/604000
Acct: Deutsche Bank AG CMV Group

DTC Eligible Settlements:
DTC# 901
A/c# 604000
Acct: Deutsche Bank AG CMV Group

Euroclear Settlements:
Euroclear # 10104
Ref: Acct: Deutsche Bank AG CMV Group 604000

Canadian Settlements:
Royal Bank of Canada
BIC Code: ROYCCAT2
Acct: Bank of New York, Brussels
Ref: Acct: Deutsche Bank AG CMV Group 604000

Party B: For each Transfer hereunder to Party B, instructions will be provided by Party B for that specific Transfer.

(l) *Other Provisions.*

- (i) This Credit Support Annex is a Security Agreement under the New York UCC.
- (ii) **Limit on Secured Party's Liability.** The Secured Party will not be liable for any losses or damages that the Pledgor may suffer as a result of any failure by the Secured Party to perform, or any delay by it in performing, any of its obligations under this Annex if the failure or delay results from circumstances beyond the reasonable control of the Secured Party or its Custodian, such as interruption or loss of computer or communication services, labor disturbance, natural disaster or local or national emergency.
- (iii) **Agreement as to Single Secured Party and Pledgor.** Party A and Party B agree that, notwithstanding anything to the contrary in the recital to this Annex, Paragraph 1(b) or Paragraph 2 or the definitions in Paragraph 12, (a) the term "Secured Party" as used in this Annex means only Party A, (b) the term "Pledgor" as used in this Annex means only Party B, (c) only Party B makes the pledge and grant in Paragraph 2, the acknowledgment in the final sentence of Paragraph 8(a) and the representations in Paragraph 9 and (d) only Party B will be required to make Transfers of Eligible Credit Support hereunder.
- (iv) **Posted Credit Support as of Closing.** Party A acknowledges and agrees that as of the Effective Date of the Swap Transaction, Party A, as Secured Party, holds Posted Credit Support in an amount equal to \$[5,000,000].