


<b>UNITED STATES BANKRUPTCY COURT</b> Middle-District of Florida		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Taylor, Bean &amp; Whitaker Mortgage Corp.</b>		Case Number: <b>3:09-bk-07047-JAF</b>
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Federal Deposit Insurance Corporation as Receiver for Colonial BANKSONVILLE, FLORIDA</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>Thomas R. Califano DLA Piper LLP (US), 1251 Avenue of the Americas. New York, New York 10020-1104</b>		Court Claim Number: _____ (If known)
Telephone number: <b>(212) 335-4500</b>		Filed on: _____
Name and address where payment should be sent (if different from above): <b>Federal Deposit Insurance Corporation Attention Arthur Cook, Receiver in Charge 1601 Bryan Street, Dallas, Texas 75201</b>		<input type="checkbox"/> 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.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ See attached.</u>		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.
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.		
2. Basis for Claim: <u>See attached.</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: <u>N/A</u>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
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:  Value of Property: \$ <u>See attached</u> 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: \$ <u>See attached</u> Amount Unsecured: \$ _____		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
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:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority:  \$ _____
Date: <b>06/15/2010</b>		<b>FOR COURT USE ONLY</b>  T, B & W Mortgage Corp.  03020
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.  <b>Executed by Arthur Cook, Receiver in Charge, FDIC as Receiver for Colonial</b>		

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.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Addendum to Proof of Claim  
The Federal Deposit Insurance Corporation, as  
Receiver for Colonial Bank, Montgomery, Alabama

A. Introduction

1. This proof of claim is submitted pursuant to 11 U.S.C. § 501 and Bankruptcy Rule 3001 by the Federal Deposit Insurance Corporation, as receiver (the "FDIC-Receiver") for Colonial Bank, Montgomery, Alabama ("Colonial Bank"). On August 3, 2009, Taylor, Bean & Whitaker Mortgage Corp ("TBW", or the "Debtor") and Colonial Bank's Mortgage Warehouse Lending group located in Orlando, FL were simultaneously raided by the FBI, Department of Justice and Office of the Inspector General. On August 14, 2009 (the "Closing Date"), the Alabama State Banking Department closed Colonial Bank and the FDIC-Receiver was appointed as its Receiver. On August 24, 2009 (the "Petition Date"), TBW commenced this voluntary case under chapter 11 of the Bankruptcy Code.

2. Pursuant to 12 U.S.C. § 1821(d)(2), the FDIC-Receiver succeeds by operation of law to the rights, titles, powers, and privileges, including legal claims, of Colonial Bank and of any stockholder, member, accountholder, depositor, officer or director of Colonial Bank. In its capacity as receiver, the Federal Deposit Insurance Corporation acts to protect insured depositors and creditors of failed depository institutions. The claims set forth herein arise out of Colonial Bank's contractual rights pursuant to certain contracts and lending agreements entered into between Colonial Bank and TBW.

3. On the Closing Date, the FDIC-Receiver and the Federal Deposit Insurance Corporation (the "FDIC"), in its corporate capacity, entered into that certain Purchase and Assumption Agreement, Whole Bank All Deposits, Among FDIC-Receiver, FDIC, and Branch Banking & Trust Company, Winston-Salem, North Carolina ("BB&T"), under which BB&T

purchased certain assets and assumed certain liabilities of Colonial Bank from the FDIC-Receiver.

B. Claims<sup>1</sup>

4. Prior to the Petition Date, Colonial Bank was a mortgage investor under multiple agreements (collectively, the "TBW Agreements") and the Debtor serviced mortgage loans pursuant to those agreements. Specifically, these agreements consisted of the following: (i) Colonial Bank's purchase of 99% participation interests in certain individual single family residential mortgage loans and construction loans under two related agreements (the "COLB Agreements"); (ii) Colonial Bank's purchase of 99% participation interests in pools of mortgage loans under two related agreements (the "AOT Agreements"); and (iii) Colonial Bank's financing of the repurchase of non-compliant loans from certain investors (the "Overline Agreement"). The Agreements are too voluminous to be attached hereto, but can be provided upon request.

5. On the Closing Date, the value of Colonial Bank's total investments under the TBW Agreements totaled \$3,215,213,824. Colonial Bank's interests under the TBW Agreements were separated into three portfolios based on funding methodology: the COLB Loan portfolio, the AOT Loan portfolio and the Overline Loan portfolio. The COLB Loan portfolio totaled \$1,725,215,560, the AOT Loan portfolio totaled \$1,473,868,367 and the Overline Loan portfolio totaled \$16,129,897.

6. Soon after the Petition Date, 3,839 mortgage loans with an unpaid principal balance of \$827,058,800 under the COLB Agreements were transferred from the Debtor to the

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<sup>1</sup> The FDIC-Receiver's claims set forth herein are in addition to its claim arising out of that certain Sixth Amended and Restated Servicing Facility Loan and Security Agreement dated as of May 15, 2009, between the Debtor and Sovereign Bank, as set forth in detail in Sovereign Bank's proof of claim filed in this case.

FDIC-Receiver's interim servicer, RoundPoint Mortgage Servicing Corporation ("RoundPoint") and 3,303 mortgage loans with an unpaid principal balance of \$489,575,345 under the AOT Agreements were transferred from the Debtor to Roundpoint. Moreover, the amount outstanding under the Overline Agreement is fully secured by 82 mortgage loans with an unpaid principal balance of \$18,895,931 advanced upon by Colonial and 523 loans with an unpaid principal balance of \$75,067,416 that are pledged to secure the Overline facility. Lists of the mortgage loans described in this paragraph are too voluminous to be attached hereto, but can be made available upon request.

7. Thus, subject to reduction for any recovery obtained by the FDIC-Receiver related to the mortgage loans transferred by the Debtor to Roundpoint pursuant to the COLB and AOT Agreements and the mortgage loans securing the Overline Agreement, the FDIC-Receiver possesses a claim for \$3,215,213,824, representing the full amount funded by Colonial to the Debtor under the TBW Agreements. The FDIC-Receiver will amend this proof of claim to reflect its recovery based upon the mortgage loans described above.

8. In the event that it is determined the FDIC-Receiver does not possess an ownership interest in the mortgage loans under the COLB and AOT Agreements, the FDIC-Receiver hereby asserts that the amounts funded under the COLB and AOT Agreements are secured by perfected, first-priority security interests in the mortgage loans described above based upon UCC-1 financing statements and by possession of said mortgage loans.

9. Prior to the Petition Date, TBW was a customer of Colonial Bank's Orlando-based Mortgage Warehouse Lending Division ("MWL Division"). The MWL Division provided short-term, secured credit facilities to mortgage originators and brokers including TBW. Lee Farkas was at all relevant times the Chairman of TBW and Desiree Brown was its Treasurer.

Pursuant to a fraudulent scheme involving Farkas, Brown, and possibly other TBW employees, TBW used Colonial Bank as a means to fund fictitious, sub-par, worthless, double-pledged and undocumented residential loans and pools of loans and engaged in a shell game or loan kiting scheme to create the false appearance that it was worthy of receiving additional funds from Colonial Bank. The FDIC-Receiver hereby makes a claim for any damages that are determined to have arisen as a result of this fraudulent scheme.

10. The FDIC-Receiver also possesses a claim for \$383,656.86 against TBW as a result of a warehouse clearing account transaction charges including legal fees arising under the COLB Agreements and other related expenses Colonial Bank was required to pay on behalf of TBW and for which Colonial Bank was not reimbursed.

11. The FDIC-Receiver also possesses a claim for \$328,855.44 against TBW as a result of funds that were sent to TBW to pay off a loan that was advanced by Colonial. TBW was required to send these funds to Colonial Bank but failed to do so.

12. The FDIC-Receiver also possesses a claim for \$27,421,801 against TBW which represents unpaid interest payments and collateral processing file fees TBW owed to Colonial Bank on TBW's warehouse accounts.

13. The FDIC-Receiver also possesses a claim for \$5,744,885 for the escrow shortfalls in TBW's Colonial Bank bank accounts related to the COLB Loans, the AOT Loans and the Overline Loans, whereby TBW's Book balance was less than the Cash Balance on deposit.

14. The FDIC-Receiver also possesses a claim for \$1,092,897 due to funds TBW possessed in its impound account that rightfully belongs to the mortgagors whose loans were released to Colonial Bank.

15. The FDIC-Receiver also possesses a claim for \$1,063,270 against TBW which represents unpaid Trust fees TBW owed to Colonial Bank associated with security work performed through TBW security agreements with FHLMC, GNMA and other security holders.

16. The FDIC-Receiver also possesses a claim for an as yet undetermined loss of value on certain notes that TBW failed to transfer to Colonial Bank.

17. Finally, TBW possesses a claim for \$2,373,321 for amounts advanced by Colonial Bank under the COLB Agreement that were returned to TBW. TBW was obligated to return these funds to Colonial Bank and failed to do so.

C. Fraudulent Transfers/Dividends

18. The FDIC-Receiver may avoid and recover fraudulent transfers within five years before the receivership under federal and state law. See 12 U.S.C. § 1821(d)(17); R.C.W. §§ 19.40.011, et seq.; 6 Del. C. §§ 1301, et seq. The FDIC-Receiver reserves all rights to recover property transferred, or the value of such property from the initial transferee, the institution-affiliated party, or the person for whose benefit the transfer was made, or from any immediate or mediate transferee of any such initial transferee. The FDIC-Receiver's rights under section 1821(d)(17) are superior to any rights of a trustee or any other party (other than any party which is a federal agency) under title 11 or the Debtors in these bankruptcy cases. See 12 U.S.C. § 1821(d)(17).

D. Reservation of Rights

19. As set forth above, the FDIC-Receiver is entitled to the statutory protections provided under its governing statute, including without limitation 12 U.S.C. § 1821(d)(13)(D) and the exclusive receivership claims process set forth in 12 U.S.C. § 1821(d). This proof of

claim is filed solely to protect the FDIC-Receiver against a claim of waiver in the Debtor's bankruptcy case and does not alter or waive the foregoing statutory provisions in any respect.

20. Neither this proof of claim nor any subsequent appearance, pleading, claim, document, suit, motion nor any other writing or conduct, shall constitute a waiver by the FDIC-Receiver of any: (a) right of the FDIC-Receiver to assert a defense of sovereign immunity; (b) right to have any and all final orders entered only after appropriate administrative procedures and/or de novo review by a United States district court; (c) right to elect a trial by jury in any matters so triable; (d) right to have the reference of this matter withdrawn by the United States district court in any matter or proceeding subject to mandatory or discretionary withdrawal; or (e) other rights, claims, actions, defenses, setoffs, recoupments or other matters to which the FDIC-Receiver is entitled under any agreements, at law or in equity or under the United States Constitution. All of the above rights are expressly reserved and preserved without exception and with no purpose of conceding jurisdiction in any way by this filing or by any other participation in this matter. The FDIC-Receiver expressly reserves all rights to assert the preemption of the Bankruptcy Court's jurisdiction and the exclusive jurisdiction provided under title 12.

21. The identification or enumeration of the FDIC-Receiver's rights and remedies set forth in this proof of claim is not intended to be exhaustive. In addition, the FDIC-Receiver's investigation and review of the books and records of Colonial Bank is ongoing, and the FDIC-Receiver and its professional advisers have not yet had a sufficient opportunity to evaluate and determine all claims that the FDIC-Receiver may have against the Debtor. The FDIC-Receiver reserves the right to further amend, revise or supplement this proof of claim in any respect, and to file such additional claims and requests for payment. Without limiting the foregoing, the FDIC-Receiver reserves the right to assert specific claims or counterclaims for as-yet



unliquidated, unmatured or contingent claims currently known or unknown, including without limitation, claims for indemnification, contribution, subrogation or reimbursement from the Debtor for any claims of third parties that may be asserted against the FDIC-Receiver or payments made by or on behalf of the FDIC-Receiver for which the Debtor is responsible.

22. The FDIC-Receiver further reserves the right to amend or supplement this proof of claim, including, without limitation, to: cure a defect in the original claim, correct the claim amount or priority status, include additional supporting documents, describe the claim in greater detail, or add additional claims presently unknown to the FDIC-Receiver that, if known, could have affected this claim or resulted in the assertion of additional damages. In addition, nothing herein shall be deemed to waive or otherwise affect the rights of any other person to make claims similar to or parallel with this claim.

23. The FDIC-Receiver reserves all rights to setoff against the Debtor any interests that are subject to setoff under section 553 of the Bankruptcy Code. Accordingly, the FDIC-Receiver asserts and reserves all of its rights, if any, to setoff any sums due to the Debtor against sums due the FDIC-Receiver from the Debtor or their non-debtor subsidiaries.

24. Nothing in this proof of claim describing or in any way relating to property in which the Debtor now or hereafter may assert an interest shall be construed or deemed in any way as evidence that such assets are property of the estate or an admission that the Debtor has any rights in such property. This claim is submitted to assert and preserve the rights of the FDIC-Receiver in the Debtor's pending bankruptcy cases, and neither the submission of this proof of claim nor any provision in it shall be construed or deemed as evidence that FDIC-Receiver has waived or intends to waive any rights or claims afforded it under applicable law. Without limiting the foregoing, the FDIC-Receiver reserves any rights at law or equity that it has

or may have against any other entity, person or persons, including without limitation the insiders, directors or officers of the Debtor, of Colonial Bank or of their affiliated entities, or any of their insurers or indemnitors.

25. This proof of claim is not intended to be, and shall not be construed as: (a) an election of remedies; (b) waiver of any right to the determination or any issue or matter by a jury; (c) a waiver of any defaults; or (d) a waiver or limitation of any rights at law or equity, remedies, claims or interests of the FDIC-Receiver.

K. Notices

26. All notices and requests for documents to the FDIC-Receiver relating to this proof of claim shall be served upon:

Jeffrey E. Schmitt  
Counsel - Legal Division  
Federal Deposit Insurance Company  
Room VS-D-7604  
3501 Fairfax Drive  
Arlington, VA 22226-3500  
jschmitt@fdic.gov

Thomas R. Califano  
Richard F. Hans  
DLA Piper LLP (US)  
1251 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 335-4500  
thomas.califano@dlapiper.com  
richard.hans@dlapiper.com

27. The claims herein include (1) claims to funds that may be held by third parties, (2) claims to funds that are held by the Debtor or subject to express or equitable trust, (3) general unsecured claims, and (4) administrative and priority claims. Based on the state of the records currently available to the FDIC-Receiver, on the fact that many records were not available to the FDIC-Receiver at the time of preparation and filing of this proof of claim, and on information derived from various records reviewed; it is possible that certain assets which the Debtor assert to own in their schedules or otherwise, may in fact be owned by the FDIC-Receiver, and may not be property of the Debtor's estate. The FDIC-Receiver is investigating the circumstances as thoroughly and expeditiously as possible. The FDIC-Receiver hereby asserts its claim to such assets and will submit more specific claims as soon as information is made available in order to evaluate, ascertain and determine specific ownership interests.



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June 14, 2010

VIA FEDERAL EXPRESS

Taylor Bean & Whitaker Mortgage Corp. Claims Processing  
c/o BMC Group Inc.  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: Taylor Bean & Whitaker Mortgage Corp.  
Chapter 11; Case No. 09-07047

Dear Sir or Madam:

Please file the enclosed two (2) proofs of claim on behalf of the Federal Deposit Insurance Corporation as Receiver for Colonial Bank, in the above-referenced case. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink that reads 'William Coleman'.

William Coleman  
Paralegal

Encls.  
cc: William Currie, Esq.