



<b>UNITED STATES BANKRUPTCY COURT <u>MIDDLE DISTRICT OF FLORIDA</u></b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>TAYLOR, BEAN &amp; WHITAKER MORTGAGE CORP.</b>		Case Number: <b>09-07047-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>Bank of America, N.A.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number:</b> _____ <i>(If known)</i>  Filed on: _____
Name and address where notices should be sent: <b>Cynthia A. Grim</b> <b>Bank of America, N.A.</b> <b>100 North Tryon Street</b> <b>Charolott, NC 28204</b>  Telephone number: <b>(980) 386-5484</b>		
Name and address where payment should be sent (if different from above):   Telephone number: _____		<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.  <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>\$ Contingent, Unliquidated</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.		
2. Basis for Claim: <u>See Attached</u> (See instruction #2 on reverse side.)		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 \$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).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <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).  <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 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
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 type="checkbox"/> 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: \$ _____		
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: <b>06/11/2010</b>	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 address above. Attach copy of power of attorney, if any. <b>Cynthia A. Grim, Senior Vice President</b> <b>Bank of America, National Association</b> 	
		<b>FOR COURT USE ONLY</b>  03061

**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**

**INFORMATION**

**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.

**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.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

In re

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Debtor.

Chapter 11

Case No. 3:09-bk-07047-JAF

**ATTACHMENT A TO PROOF  
OF CLAIM FILED BY BANK OF AMERICA, N.A.**

Bank of America, National Association (the "Claimant") hereby files this Proof of Claim against Taylor, Bean & Whitaker Mortgage Corp., the debtor in the above-captioned case (the "Debtor").

**1. CLAIM AND GROUNDS FOR LIABILITY**

The Claimant, successor by merger to LaSalle Bank National Association, acts as Indenture Trustee, Collateral Agent, Custodian and Depositary Agent, as those terms are defined in the documents related to the Notes (collectively, the "Facility Documents"), with respect to certain short term notes and subordinated notes (collectively, the "Notes") issued by Ocala Funding, LLC ("Ocala"). Ocala is a special purpose entity owned and managed by the Debtor. The Claimant acts on behalf of Ocala and the Secured Parties, as defined in the Facility Documents, with respect to the transactions effected under the Facility Documents (the "Ocala Funding Facility").

The Ocala Funding Facility is a financing facility under which Ocala periodically purchased residential mortgage loans from the Debtor. Ocala granted the Claimant a security interest in, among other things, its mortgage loans and the proceeds thereof for the purposes set

out in that certain *Second Amended and Restated Security Agreement* by and among Ocala and the Claimant (as Indenture Trustee and Collateral Agent), dated June 30, 2008, one of the Facility Documents. Ocala initially financed its mortgage loan purchases with the proceeds from issuance of the Notes, and Ocala financed subsequent mortgage loan purchases with the proceeds from sales of the mortgage loans that it previously purchased and sales of the securities for which those mortgage loans were exchanged. As seller, the Debtor arranged Ocala's mortgage loan purchases and caused the legal files for the related mortgage loans to be delivered to the Claimant. As Ocala's manager and agent, the Debtor directed the Claimant in the use of proceeds from Note issuances and sales of mortgage loans and related securities by Ocala. The Debtor also serviced Ocala's mortgage loans and, as Servicer, collected principal and interest on the mortgage loans, sold the mortgage loans and related securities for Ocala, directed the buyers of those mortgage loans and related securities where to make their purchase price payments and directed the Claimant in delivering the legal files for Ocala's mortgage loans to the Debtor as servicer, to the related buyers or to others designated by the Debtor or the buyers.

Upon information and belief, the Debtor:

(a) arranged for Ocala to purchase mortgage loans, delivered the legal files for those mortgage loans to the Claimant, caused the Notes to be issued by Ocala and directed that the proceeds of the Notes and subsequent sales of the mortgage loans and related securities be used to pay for the purchased mortgage loans in accordance with the Debtor's instructions without causing all related liens and other encumbrances known to exist by the Debtor to be satisfied;

(b) deposited principal and interest collections on Ocala's mortgage loans into fiduciary, custodial and/or general accounts maintained at Colonial Bank, Platinum Community Bank or other banks and converted certain of those collections for the benefit of itself or others;

(c) deposited the proceeds from Note issuances and the sales of mortgage loans and related securities by Ocala into fiduciary, custodial and/or general accounts maintained at Colonial Bank, Platinum Community Bank or other banks and converted certain of those proceeds for the benefit of itself or others;

(d) used its power and authority to control principal and interest collections on Ocala's mortgage loans, and to direct buyers of mortgage loans and related securities sold by it for Ocala in where to make their purchase price payments and direct the Claimant in the use of proceeds from Note issuances and the sales of mortgage loans and related securities by Ocala, to convert certain of those collections and other proceeds for the benefit of itself or others;

(e) used its power and authority to service and administer, and to direct the Claimant in delivering the legal files for, Ocala's mortgage loans and related securities to convert those mortgage loans and related securities for the benefit of itself or others;

(f) as seller, manager, servicer and otherwise, committed fraud, breach of contract, negligence, breach of fiduciary duties and other wrongdoing against Ocala, the Claimant and the Secured Parties, causing them to suffer damages;

(g) conspired with third parties (including, without limitation, Colonial Bank) in fraud or other wrongdoing committed by fraud;

(h) received assets, through constructive or actual fraud, from entities which are debtors to the Claimant; and

(i) potentially created liability to the Claimant, thus creating a claim for contribution and similar types of claims.

Although the Claimant expressly and unequivocally denies any liability in connection with the performance of its duties and obligations under the Facility Documents, the Claimant

has been and in the future may be subject to claims in connection with the losses suffered by the Secured Parties or other parties related to the Ocala Funding Facility. The Claimant may incur damages or be required to pay fees and costs in the event that it is sued or suffers any adverse judgments or other determinations in connection with any lawsuits brought by the Secured Parties or any other parties against the Claimant, including, but not limited to, the following pending actions: (1) that certain lawsuit captioned as *BNP Paribas Mortgage Corp. and BNP Paribas v. Bank of America, N.A.*, Civil Action No. 09-cv-9783-RWS, currently pending in the United States District Court for the Southern District of New York; (2) that certain lawsuit captioned as *Deutsche Bank AG v. Bank of America, N.A.*, Civil Action No. 09-cv-9784-RWS, currently pending in the United States District Court for the Southern District of New York; and (3) that certain lawsuit captioned as *Natixis Financial Products Inc. v. Bank of America, N.A.*, Civil Action No. 10-cv-3656-RWS, currently pending in the United States District Court for the Southern District of New York. To the extent the Secured Parties or any other parties incurred any losses related to the Ocala Funding Facility, the Claimant believes that such losses are attributable (in whole or in part) to the Debtor's misconduct and other fraudulent activity. Therefore, in the event the Claimant incurs fees or costs, or is found to have any liability, in the above-described lawsuits—or any other actions that may be commenced in the future relating to Ocala—such liability would give rise to certain claims and/or causes of action for contribution, indemnification, and other similar rights against the Debtor that exist under applicable law and at equity.

The Claimant also has certain contractual rights of indemnification against the Debtor arising under the Facility Documents, including, but not limited to, the following: (1) rights under that certain *Second Amended and Restated Mortgage Loan Purchase and Servicing*

*Agreement* by and between Ocala (as Purchaser) and the Debtor (as Seller and Servicer), dated June 30, 2008 (the “MLPSA”); and (2) rights under that certain *Second Amended and Restated Custodial Agreement* by and among Ocala (as Issuer), the Debtor (as Seller and Servicer), and the Claimant (as Custodian and Collateral Agent), dated June 30, 2008 (the “Custodial Agreement”). Section 9.1 of the MLPSA provides that the Debtor agrees to indemnify the Claimant for “any and all claims, losses, penalties, fines, forfeitures, reasonable legal fees and related costs, judgments, and any other costs, fees and expenses” incurred by the Claimant to the extent attributable to the Debtor’s “gross negligence, fraudulent conduct or willful misconduct in the performance of its duties” under the MLPSA. Section 18 of the Custodial Agreement provides that the Debtor agrees to indemnify the Claimant against “any and all claims, losses, liabilities, obligations, damages, payments, costs and expenses (including, without limitation, reasonable legal fees and expenses arising in connection therewith)” with respect to the Claimant’s performance of its duties under the Custodial Agreement. Both contractual provisions survive any termination of the respective agreements.

The Claimant has incurred and continues to incur fees and costs that the Claimant asserts are subject to indemnification by the Debtor. However, the Claimant’s indemnification rights with respect to affirmative liability remain contingent and unliquidated because there have been no adverse judgments or liability determinations against the Claimant at this time. Accordingly, to preserve all rights in law and at equity with respect to exercising its rights for contribution, indemnification, and other similar rights, the Claimant hereby includes in this Proof of Claim both the fees and costs that have been incurred and continue to be incurred as well as any contingent and unliquidated claims. This Proof of Claim is filed with full reservation of rights as set forth herein, including the right to assert additional, amended or supplemental proofs of claim

based on information, testimony and/or documents subsequently discovered or subsequently obtained. The Claimant specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Claimant, whether in its individual capacity or in its representative capacities as described herein, by the Debtor, any other party in interest in its bankruptcy case, or any other person or entity whatsoever.

**2. NO JUDGMENT**

No judgment has been rendered on the Proof of Claim set forth herein as of the date of this filing.

**3. NON-WAIVER AND RESERVATION OF RIGHTS**

This Proof of Claim is filed pursuant to the order (the "Bar Date Order") entered by the United States Bankruptcy Court for the Middle District of Florida requiring certain proofs of claim against the Debtor to be filed by June 15, 2010 (the "Bar Date"). The Claimant is filing this Proof of Claim to protect its rights, claims and interests.

The Claimant specifically reserves the right to amend, modify and supplement this Proof of Claim in any manner whatsoever, including, without limitation, the right to assert administrative claims and priority claims under Bankruptcy Code Sections 503 or 507 (or alternatively, the Claimant hereby asserts such priority to the fullest extent permitted by law), to file separate, additional proofs of claim for additional claims, and to assert, without limitation, any claim to which the Claimant may be entitled, at law or in equity, or to show any further or additional payments, credits or setoffs which may occur or be discovered after the date hereof with respect to the Proof of Claim set forth herein or any other claims. The Claimant further specifically reserves the right to amend and supplement this Proof of Claim to plead additional facts and claims after full disclosure of all relevant facts in this bankruptcy or elsewhere.



The Claimant reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to be and shall not be construed as:

(a) an election of a remedy which waives or otherwise affects any other remedy of the Claimant;

(b) a waiver of any right to have the reference withdrawn with respect to (i) the subject matter of this claim, (ii) any objection or other proceedings commenced with respect thereto, or (iii) any other proceedings commenced in this case against or otherwise involving the Claimant;

(c) a waiver or limitation of any rights, claims or defenses of the Claimant;

(d) a waiver of any of the Claimant's claims against any property or against any other entities or parties liable to the Claimant;

(e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by creditors of the Debtor; or

(f) consent to this Court's jurisdiction over the Claimant's claims against the Debtor.

#### **4. NOTICES**

All notices concerning this Proof of Claim should be sent to:

Cynthia A. Grim  
Bank of America, N.A.  
100 North Tryon Street  
Charlotte, NC 28204  
Tel: (980) 386-5484

with copies to:

Todd J. Rosen, Esquire  
MUNGER, TOLLES & OLSON LLP  
355 South Grand Avenue, 35<sup>th</sup> Floor  
Los Angeles, California 90071  
Tel: (213) 683-9100  
Fax: (213) 687-3702

Dated: June 11, 2010



HUNTON & WILLIAMS LLP  
BANK OF AMERICA PLAZA  
SUITE 3500  
101 SOUTH TRYON STREET  
CHARLOTTE, NORTH CAROLINA 28280

TEL 704 • 378 • 4700  
FAX 704 • 378 • 4890

JOSEPH B. BUONANNO  
DIRECT DIAL: 704 • 378 • 4750  
EMAIL: jbuonanno@hunton.com

FILE NO: 46124.000929

June 14, 2010

*Via Federal Express—Next Morning Delivery*

BMC Group, Inc.  
18750 Lake Drive East  
Chanhassen, Minnesota 55317  
Attn: Taylor Bean & Whitaker Corp.  
Claims Processing

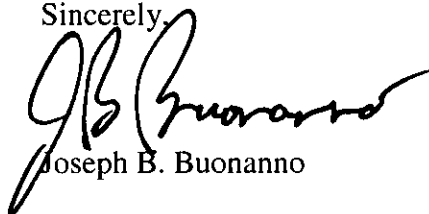
Re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP., Debtor  
Chapter 11 Case No. 3:09-bk-07047-JAF

Ladies and Gentlemen:

With regard to the above-captioned matter, enclosed for filing is an original Proof of Claim executed by creditor Bank of America, National Association. Also provided is a copy of the Proof of Claim. Please date stamp the copy and return it to me in the enclosed self-addressed stamped envelope.

Please contact me at 704-378-4750 with any questions or concerns. Thank you.

Sincerely,



Joseph B. Buonanno

Enclosures