

## UNITED STATES BANKRUPTCY COURT

## 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):  
RBC BANK (USA)Name and address where notices should be sent:  
c/o James W. Carpenter, Esq.  
515 East Las Olas Boulevard, Suite 850  
Fort Lauderdale, Florida 33301Telephone number:  
(954) 766-9930CLAIM FILED  
JACKSONVILLE, FLORIDA  
AUG 01 2011☐ Check this box to indicate that this claim amends a previously filed claim.Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
CLERK, U.S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 1,750,000.00

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

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

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Allowed Rejection Claim of 315 N.E. 14th  
(See instruction #2 on reverse side.) Street Ocala, LLC

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

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

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

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

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

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

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

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:

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

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$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).☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).☐ 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).☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

Amount entitled to priority:

\$ \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

Date:  
07/29/2011

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.

as Attorney in Fact

T, B &amp; W Mortgage Corp.



03456

**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.

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re Taylor Bean & Whitaker Mortgage Corp.,

Case No. 3:09-bk-7047-JAF

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(c)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

RBC BANK (USA), ITS SUCCESSOR +/or  
Name of Transferee assigns

315 N.E. 14th Street Ocala, LLC  
Name of Transferor

Name and Address where notices to transferee should be sent:

James W. Carpenter, Esq.  
515 E. Las Olas Blvd., Ste. 850  
Ft. Lauderdale, FL 33301

Court Claim # (if known):  
Amount of Claim: 1,750,000.00  
Date Claim Filed: \_\_\_\_\_

Phone: 954-766-9930  
Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_  
Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

515 E. Las Olas Blvd., Ste. 850  
Ft. Lauderdale, FL 33301

Phone: \_\_\_\_\_  
Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Wendy Chapman  
Transferee/Transferee's Agent  
Vice President, RBC Bank (USA)

Date: 7/12/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Case No.: 3:09-BK-07047-JAF  
Chapter 11

Debtor.

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**EVIDENCE OF TRANSFER OF CLAIM**

TO: United States Bankruptcy Court ("Bankruptcy Court")  
Middle District of Florida Jacksonville Division  
Attn: Clerk

AND TO: Taylor, Bean & Whitaker Mortgage Corp. ("Debtor")  
Case No.: 3:09-bk-07047-JAF

Claim No: N/A

315 N.E. 14<sup>th</sup> STREET OCALA, LLC, its successors and assigns ("Assignor"), for good and valuable consideration the receipt and sufficiency of which has been acknowledged, has unconditionally and irrevocably sold, transferred and assigned unto:

**RBC BANK (USA)**  
c/o James W. Carpenter, Esq.  
Angelo & Banta, P.A.  
SunTrust Center, Suite 850  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

its successors and assigns ("Assignee"), all rights, title and interest in and to the claim of Assignor, being in part that certain Allowed Rejection Claim of Assignor identified in para. 1 (iv) under the Settlement Agreement ("Settlement Agreement") between the debtor, Taylor, Bean and Whitaker ("TBW") and Assignor, which Settlement Agreement and terms thereof were approved by the Court under Order dated January 12, 2011 ("Order"), in the principal amount of \$1,750,000.00 ("Assigned Allowed Rejection Claim") against the Debtor in Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor. This assignment and transfer was effected under that certain Second Amendment and Ratification of Loan Agreement and Other Loan Documents ("Assignment") between Assignee and Assignor dated as of January \_\_, 2011, and included the Assigned Allowed Rejection Claim of Assignor in

the estate against TBW, as identified under para. 4. at page 3 of the Assignment. Copies of the Settlement Agreement, Order and Assignment are attached in support hereof.

Assignor has waived any objection to the transfer of the Assigned Allowed Rejection Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and waived to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor has acknowledged, understood, agreed and stipulated that an order of the Bankruptcy Court may be entered without further notice of Assignor transferring to Assignee the Assigned Allowed Rejection Claim of Assignor in the estate against TBW and recognizing the Assignee as the sole owner and holder of this Assigned Allowed Rejection Claim. You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Assigned Allowed Rejection Claim of Assignor in the estate against TBW to Assignee.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated July \_\_, 2011.

**ASSIGNOR**

**ASSIGNEE**

**SIGNATURE AND AUTHORITY OF  
ASSIGNOR IS EVIDENCED  
UNDER ASSIGNMENT ATTACHED**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** Wendy m. Nelson

**Name:** Wendy m. Nelson

**Title:** Vice President, EBL Bank (USA)

**Date:** 7/12/11

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT dated as of December \_\_, 2010 (this "Agreement"), is by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("TBW") and 315 N.E. 14<sup>th</sup> STREET OCALA, LLC ("Landlord" together with TBW, the "Parties").

WHEREAS, TBW is a debtor and debtor-in-possession in a pending chapter 11 bankruptcy case, In re: Taylor, Bean & Whitaker Mortgage Corp., et al., Case No. 09-07047-JAF, United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court") (the "Bankruptcy Case");

WHEREAS, on or about June 12, 2008, TBW, as tenant, and Landlord, as landlord, entered into that certain Lease Agreement (as amended, the "Lease") for the lease of TBW's headquarters located at 315 N.E. 14<sup>th</sup> Street, Ocala, Florida (together with any and all real property and/or buildings or improvements leased by TBW pursuant to the Lease, the "Premises"), for a term of 20 years;

WHEREAS, on or about March 17, 2010, TBW and Landlord entered into that certain Addendum to Lease Agreement (the "Lease Addendum"), whereby Landlord agreed to reduce rent due on the Premises for the period from April 1, 2010 to December 31, 2010, and TBW agreed to prepay rent in one lump sum through December 31, 2010;

WHEREAS, by order dated April 22, 2010 [Doc. No. 1322], the Bankruptcy Court approved the Lease Addendum and, based upon agreement of the Parties, granted Landlord an allowed unsecured claim for rejection damages in the amount of \$3,500,000 (the "Allowed Rejection Claim") in the event that TBW rejects the Lease;

WHEREAS, TBW desires to vacate the Premises by December 31, 2010 and reject the Lease pursuant to § 365 of Title 11 of the United States Code; and

WHEREAS, the Parties desire to finally settle and resolve all disputes between them regarding the Lease, the Lease Addendum, the Premises, the Allowed Rejection Claim, and certain furniture, fixtures, equipment, art, and other property located at the Premises.

THEREFORE, for valuable consideration, including the mutual agreements hereinafter set forth, the Parties agree as follows:

1. Subject to and upon entry of a final order by the Bankruptcy Court approving this Agreement:
  - i. To the extent it has not already done so, TBW shall vacate and relinquish to Landlord the Premises no later than December 31, 2010;
  - ii. Subject to a final walkthrough by Landlord on or before December 27, 2010 (the "Walkthrough"), effective on December 31, 2010, TBW hereby conveys, transfers, and assigns, to Landlord, on an "as-is" basis, all of TBW's interest in

the furniture, fixtures, equipment, art, and other personal property located at the Premises and listed on the attached Schedule 1 (the "FF&E") free and clear of all liens, claims, and encumbrances to the extent permitted by § 363 of Title 11 of the United States Code; provided that TBW shall not be responsible for removing from the Premises, storing, or otherwise disposing of any of the FF&E. Landlord shall advise TBW via email addressed to Neil Luria at [nluria@navigantcapitaladvisors.com](mailto:nluria@navigantcapitaladvisors.com) by no later than 5:00 p.m., Eastern time, on December 28, 2010 of any issues arising from the Walkthrough, and in such event TBW shall have the option of terminating this Agreement if the issues cannot be resolved by further agreement between the parties. If Landlord fails to advise TBW of any issues arising from the Walkthrough by such date and time, it shall be presumed that there are no such issues;

- iii. Effective on December 31, 2010, the Lease, the Lease Addendum, and any and all other amendments to the Lease or the Lease Addendum shall be deemed rejected by TBW pursuant to § 365(a) of Title 11 of the United States Code;
- iv. The Allowed Rejection Claim shall be reduced and allowed in the amount of \$1,750,000, and Landlord shall not file or assert any further claims or administrative expenses related to (a) the rejection of the Lease or the Lease Addendum, (b) the Premises, or (c) the FF&E.

2. Effective immediately upon the occurrence of the events described in above paragraph 1 of this Agreement, (i) TBW, on behalf of itself, its affiliates and their respective successors and assigns hereby irrevocably releases, waives, and forever relinquishes all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which TBW has, may have, or might assert at the time of execution of this Agreement, or in the future, against Landlord and/or against Landlord's affiliates and each of their respective officers, directors, employees, agents, attorneys, accountants, consultants, successors, and assigns, directly or indirectly, each acting in such capacity, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Lease, the Lease Addendum, the Premises, or the FF&E; (ii) Landlord, on behalf of itself, its affiliates and their respective successors and assigns hereby irrevocably releases, waives, and forever relinquishes all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which Landlord has, may have, or might assert at the time of execution of this Agreement, or in the future, against TBW and/or against TBW's affiliates and each of their respective officers, directors, employees, agents, attorneys, accountants, consultants, successors, and assigns, directly or indirectly, each acting in such capacity, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Lease, the Lease Addendum, the Premises, or the FF&E, including, without limitation, any and all claims (x) regarding any damage to the Premises or the FF&E or (y) arising out of or related to state law landlord's liens; provided, however, that nothing in the foregoing release shall affect the validity of the Allowed Rejection Claim, as reduced in paragraph 1(iv) of this Agreement, or Landlord's ability or right to recover on the Allowed Rejection Claim in accordance with any plan of liquidation confirmed by the Bankruptcy Court.

3. Subject to approval by the Bankruptcy Court, TBW hereby represents and warrants that (i) the person signing this Agreement has the authority to act on behalf of TBW, (ii) this Agreement has been duly authorized, executed and delivered by TBW and is the valid and binding obligation of TBW enforceable against TBW in accordance with its terms, and (iii) no material consent of any third party is required for the execution, delivery, and performance of this Agreement by TBW. TBW makes no other representations or warranties with respect to this Agreement, and specifically makes no representations or warranties with respect to (x) the condition or value of the Premises or the FF&E or (y) the value of any claim of Landlord for rejection of the Lease.

4. Subject to approval by the Bankruptcy Court, Landlord hereby represents and warrants that (i) the person signing this Agreement has the authority to act on behalf of Landlord, (ii) this Agreement has been duly authorized, executed and delivered by Landlord and is the valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, and (iii) no material consent of any third party is required for the execution, delivery, and performance of this Agreement by Landlord.

5. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof.

6. The Parties agree that this Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with each of the Parties' representative competent legal counsel.

7. This Agreement may be executed in counterparts, each of which will be deemed an original and can be delivered by fax or email.

8. This Agreement shall, in all respects, be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without reference to any choice or conflict of law provisions.

9. Venue for any action arising under or relating to this Agreement lies in the United States Bankruptcy Court for the Middle District of Florida, and the parties agree to consent to such Court's jurisdiction to enforce the terms of this Agreement.

10. The terms of this Agreement are subject to approval by final order of this Agreement by the Bankruptcy Court. This Agreement shall become null and void if it is not approved by the Bankruptcy Court on or before February 1, 2011; provided that such date may be extended by mutual agreement of the Parties. In the event this Agreement is not approved by the Bankruptcy Court, or in the event the Agreement is terminated by TBW due to issues arising from the Walkthrough, Landlord agrees to provide TBW access to the Premises in order to remove the FF&E.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.



TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.

315 N.E. 14<sup>th</sup> STREET OCALA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Victor Benater

Title: OWNER 12/14/10

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

In re:	Chapter 11
TAYLOR, BEAN & WHITAKER MORTGAGE CORP., REO SPECIALISTS, LLC, and HOME AMERICA MORTGAGE, INC.,	Case No. 3:09-bk-07047-JAF Case No. 3:09-bk-10022-JAF Case No. 3:09-bk-10023-JAF
Debtors.	<i>Jointly Administered Under Case No. 3:09-bk-07047-JAF</i>


**ORDER APPROVING SETTLEMENT  
AGREEMENT BETWEEN TAYLOR, BEAN &  
WHITAKER MORTGAGE CORP AND 315 N.E.  
14<sup>TH</sup> STREET OCALA, LLC**

This matter came before the Court for hearing on January 7, 2010, upon the Motion to Approve Settlement [Dkt. No. 2276] (the "Motion") filed by Taylor, Bean & Whitaker Mortgage Corp. ("TBW" or "Debtor") to approve the Settlement Agreement (the "Settlement Agreement"), which is attached to the Motion, between TBW and 315 N.E. 14<sup>th</sup> Street Ocala, LLC (the "Landlord"). All capitalized terms used by not otherwise defined herein shall have the meaning ascribed to them in the Motion. For the reasons stated in the Motion and presented at the hearing, and for the reasons stated on the record, which shall constitute the decision of the Court, and there being no objections to the Motion filed or raised at the hearing, the Court finds that the granting of the Motion and the approval of the Settlement Agreement are in the best interests of TBW's bankruptcy estate. Accordingly, it is hereby

ORDERED that:

1. The Motion is GRANTED.
2. The Settlement Agreement is approved, and TBW is authorized to take all steps necessary to consummate and perform the terms of the Settlement Agreement.
3. The Lease is deemed rejected as of December 31, 2010, pursuant to § 365 of the Bankruptcy Code.
4. The FF&E is transferred as of December 31, 2010, to the Landlord pursuant to 11 U.S.C. § 363(f), free and clear of all liens, claims, encumbrances, and interests of any kind or nature whatsoever.
5. All objections to the granting of the Motion and the approval of the Settlement Agreement are overruled.

DATED this 12<sup>th</sup> day of January, 2011, at Jacksonville, Florida.

  
JERRY A. FUNK  
United States Bankruptcy Judge

**SECOND AMENDMENT AND RATIFICATION OF LOAN AGREEMENT  
AND OTHER LOAN DOCUMENTS**

THIS SECOND AMENDMENT AND RATIFICATION OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS (this "Agreement") is entered into on January 24, 2011, by 315 NE 14TH STREET OCALA, L.L.C., a Florida limited liability company (the "Borrower") and RBC BANK (USA) (the "Bank").

**RECITALS**

A. Borrower requested and Bank agreed to make a \$10,000,000.00 loan to Borrower (the "Loan"), as evidenced by that certain Commercial Promissory Note dated as of June 12, 2008, from Borrower in favor of Bank in the original principal amount of \$10,000,000.00 (the "Original Note"). In connection with the execution of the Original Note, Borrower and Bank entered into that certain Loan Agreement dated as of June 12, 2008 (the "Loan Agreement").

B. The Original Note is secured, in part, by (i) that certain Mortgage dated as of June 12, 2008, from Borrower in favor of Bank, recorded in Official Records Book 5051, at Page 1758, of the Public Records of Marion County, Florida (the "Mortgage"), (ii) that certain Assignment of Leases, Rents and Profits dated as of June 12, 2008, from Borrower in favor of Bank, recorded in Official Records Book 5051, at Page 1771, of the Public Records of Marion County, Florida (the "Assignment"), and (iii) that certain Security Agreement dated as of June 12, 2008, from Borrower in favor of Bank (the "Security Agreement").

C. Borrower subsequently requested and Bank agreed to modify the Loan and to bifurcate the Loan into two loans (as modified and bifurcated, the "Loan"), as evidenced by (i) that certain Amended and Restated Bifurcated Promissory Note dated as of April 23, 2010, from Borrower in favor of Bank in the principal amount of \$5,000,000.00 (as the same may be amended, restated, modified or replaced from time to time, the "\$5,000,000.00 Note"), and (ii) that certain Amended and Restated Bifurcated Promissory Note dated as of April 23, 2010, from Borrower in favor of Bank in the principal amount of \$4,113,324.00 (as the same may be amended, restated, modified or replaced from time to time, the "\$4,113,324.00 Note"). The \$5,000,000.00 Note and the \$4,113,324.00 Note amended, restated, modified, replaced, bifurcated and superseded the Original Note in its entirety. In connection with the execution of the \$5,000,000.00 Note and the \$4,113,324.00 Note, Borrower and Bank entered that certain Amendment and Ratification of Loan Agreement dated as of April 23, 2010 (the "First Amendment to Loan Agreement").

D. The \$5,000,000.00 Note and the \$4,113,324.00 Note are secured, in part, by: (i) the Mortgage, as modified by that certain Mortgage Modification Agreement dated as of April 23, 2010, recorded in Official Records Book 5354, at Page 1082, of the Public Records of Marion County, Florida (the "Mortgage Modification"), (ii) the Assignment, as modified by the Mortgage Modification, and (iii) the Security Agreement, as modified by that certain Amendment and Ratification of Security Agreement dated as of even date herewith (the "Amendment of Security Agreement").

E. Borrower has now requested and Bank has agreed to modify certain terms of the Loan, as evidenced by this Agreement.

F. The Loan Agreement, as modified by the First Amendment to Loan Agreement and this Agreement, is hereinafter referred to as the "Loan Agreement". The Mortgage, as modified by the Mortgage Modification, is hereinafter referred to as the "Mortgage". The Assignment, as modified by the Mortgage Modification, is hereinafter referred to as the "Assignment". The Security Agreement, as

modified by the Amendment of Security Agreement, is hereinafter referred to as the "Security Agreement". The \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement, the Mortgage, the Assignment, the Security Agreement and all other documents and instruments executed in connection with the Loan, as the same may be amended or modified from time to time, are hereinafter referred to, individually and/or collectively, as the "Loan Documents".

G. Bank is willing to modify the terms of the Loan pursuant to the terms hereof, subject to Borrower giving Bank the representations, assurances and other agreements hereinafter set forth.

In consideration of Bank's agreement to modify the Loan and the agreements contained herein, the parties agree as follows:

#### AGREEMENT

1. The Recitals hereinabove contained are true and correct and are made a part hereof.
2. Borrower acknowledges that, as of the date hereof, (i) the outstanding principal balance of the \$5,000,000.00 Note is \$5,000,000.00, and (ii) the outstanding principal balance of the \$4,113,324.00 Note is \$4,117,324.00.
3. The Loan Agreement is hereby amended by deleting the Section entitled "Tax Escrow" in its entirety and substituting the following in lieu thereof:

##### Tax Escrow.

Notwithstanding anything to the contrary in any Loan Document, commencing on January 15, 2011, and continuing on the fifteenth (15<sup>th</sup>) day of each month thereafter, Borrower shall deposit \$10,000.00 into a restricted escrow account number 7540023811 (the "Tax Escrow Account") at Bank; provided, however, so long as no Event of Default has occurred under this Agreement or any of the Loan Documents, Borrower shall not be required to make the payments to the Tax Escrow Account on January 15, 2011, February 15, 2011 and March 15, 2011. Upon demand of Bank, Borrower shall deliver to Bank, within ten (10) days after such demand, such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Bank to pay such real estate taxes when due. Borrower hereby grants Bank a security interest in the Tax Escrow Account. Borrower's failure to timely deposit \$10,000.00 each month into the Tax Escrow Account shall be an immediate Default or Event of Default, as applicable, under the Loan Documents. Borrower hereby irrevocably authorizes Bank to use such amounts held in the Tax Escrow Account to pay Borrower's real estate taxes when due for the property encumbered by the Mortgage. Funds held in the Tax Escrow Account shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Bank, and no interest shall be payable with respect thereto. In case of any Default or Event of Default under any Loan Document, Bank is hereby irrevocably authorized to apply any amount under this Section remaining to Borrower's credit to the reduction of the Obligations, at such times and in such manner as Bank shall determine. Upon the occurrence of an Event of Default under any Loan Document, Bank shall be irrevocably authorized to debit the Tax Escrow Account to pay down any amounts due and payable under the \$5,000,000.00 Note or the \$4,113,324.00

Note or to pay any real estate taxes then due, as Bank may determine in its sole and absolute discretion.

4. Notwithstanding anything to the contrary contained in the \$4,113,324.00 Note or any other Loan Documents, Borrower shall pay to Bank one-hundred percent (100%) of any past due rent or rent settlement or other sums received by Borrower after the date hereof from TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("Taylor Bean"), as well as any other amounts awarded to Borrower in Bankruptcy Case No.: #3:09-bk-07047-JAF, United States Bankruptcy Court (the "Bankruptcy Court") for the Middle District of Florida, Jacksonville Division (the "TBW Case"), including, without limitation, the Allowed Rejection Claim (as said term is defined in that certain Settlement Agreement dated as of December \_\_, 2010), as well as any other amounts awarded to Borrower in the TBW Case, shall be immediately due and payable to Bank upon Borrower's receipt of such sums. Borrower hereby grants Bank a security interest in the Allowed Rejection Claim and all proceeds thereof. The Settlement Agreement, a draft of which is attached as Exhibit "A" hereto, is scheduled to be presented to the Bankruptcy Court for approval on or before February 1, 2011, as that date may be extended by mutual agreement of Borrower and TBW. In the event the Settlement Agreement is not approved by the Bankruptcy Court, this section shall be deemed null and void.

5. Borrower acknowledges, represents and confirms to Bank that (i) the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and the other Loan Documents are valid and binding upon Borrower, as applicable, and enforceable in accordance with the terms thereof; (ii) all of the terms, covenants, conditions, representations, warranties and agreements contained in the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and the other Loan Documents are hereby ratified and confirmed in all respects; (iii) there are no defenses, setoffs, counterclaims, cross-actions or equities in favor of Borrower to or against the enforcement of the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and/or the other Loan Documents; (iv) Bank is under no obligation to further amend or modify the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement or the other Loan Documents; and (v) no default or event of default now exists under the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement or any other Loan Document.

6. Except as amended by this Agreement and all other documents executed in connection herewith, no term or condition of the Loan Agreement or the other Loan Documents shall be modified and the same shall remain in full force and effect; provided, however, if any provision of this Agreement is in conflict with, or inconsistent with, any provision in the Loan Agreement or the other Loan Documents, then the provision contained in this Agreement shall govern and control.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned individually as fully and completely as if all had signed but one instrument so that the joint and several liability of each of the undersigned shall be unaffected by the failure of any of the undersigned to execute any or all of said counterparts.

9. AS A MATERIAL INDUCEMENT FOR BANK TO EXECUTE THIS AGREEMENT, BORROWER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN

EQUITY WHICH BORROWER EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TERMS AND CONDITIONS OF THIS SECTION DO NOT DIMINISH OR EFFECT ANY OF THE BANK'S OBLIGATIONS UNDER THE LOAN DOCUMENTS FROM THE DATE HEREOF.

10. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER BY EXECUTION HEREOF, AND BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS AGREEMENT.

BORROWER AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

11. **WAIVER OF BANKRUPTCY STAY.** BORROWER HEREBY AGREES, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THAT IN THE EVENT THAT BORROWER SHALL FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE UNITED STATES CODE THE AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE UNITED STATES CODE IS WAIVED, AND SUCH WAIVER CONSTITUTES "CAUSE" PURSUANT TO 11 U.S.C. SECTION 362(d)(1) FOR THE IMMEDIATE LIFTING OF THE AUTOMATIC STAY IN FAVOR OF BANK. AND BORROWER HEREBY KNOWINGLY AND IRREVOCABLY WAIVES ALL DEFENSES AND OBJECTIONS TO SUCH LIFTING OF THE AUTOMATIC STAY.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement on January 24, 2011.

**BORROWER:**

315 NE 14TH STREET OCALA, L.L.C., a Florida limited liability company

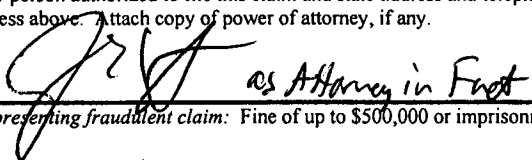
By:   
Victor Benatar, Managing Member

**BANK:**

RBC BANK (USA)

By:   
Wendy Nelson, Vice President



<b>UNITED STATES BANKRUPTCY COURT</b>		<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>RBC BANK (USA)</b>		<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: <b>c/o James W. Carpenter, Esq. 515 East Las Olas Boulevard, Suite 850 Fort Lauderdale, Florida 33301</b>		
Telephone number: <b>(954) 766-9930</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>1,750,000.00</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>Allowed Rejection Claim of 315 N.E. 14th Street Ocala, LLC</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: <u>07/29/2011</u>  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.   as Attorney in Fact		

FOR COURT USE ONLY

**COPY**

**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.

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re Taylor Bean & Whitaker Mortgage Corp.,

Case No. 3:09-bk-7047-JAF

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

RBC BANK (USA), its Successor +/or assigns  
Name of Transferee

315 N.E. 14th Street Ocala, LLC  
Name of Transferor

Name and Address where notices to transferee should be sent:

James W. Carpenter, Esq.  
515 E. Las Olas Blvd., Ste. 850  
Ft. Lauderdale, FL 33301

Court Claim # (if known):

Amount of Claim: 1,758,000.00

Date Claim Filed: \_\_\_\_\_

Phone: 954-766-8930

Last Four Digits of Acct #: \_\_\_\_\_

Phone: \_\_\_\_\_

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

515 E. Las Olas Blvd., Ste. 850  
Ft. Lauderdale, FL 33301

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Wendy H. Nelson  
Transferee/Transferee's Agent  
Vice President, RBC Bank (USA)

Date: 7/12/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Case No.: 3:09-BK-07047-JAF  
Chapter 11

Debtor.

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**EVIDENCE OF TRANSFER OF CLAIM**

TO: United States Bankruptcy Court ("Bankruptcy Court")  
Middle District of Florida Jacksonville Division  
Attn: Clerk

AND TO: Taylor, Bean & Whitaker Mortgage Corp. ("Debtor")  
Case No.: 3:09-bk-07047-JAF

Claim No: N/A

315 N.E. 14<sup>th</sup> STREET OCALA, LLC, its successors and assigns ("Assignor"), for good and valuable consideration the receipt and sufficiency of which has been acknowledged, has unconditionally and irrevocably sold, transferred and assigned unto:

**RBC BANK (USA)**  
c/o James W. Carpenter, Esq.  
Angelo & Banta, P.A.  
SunTrust Center, Suite 850  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

its successors and assigns ("Assignee"), all rights, title and interest in and to the claim of Assignor, being in part that certain Allowed Rejection Claim of Assignor identified in para. 1 (iv) under the Settlement Agreement ("Settlement Agreement") between the debtor, Taylor, Bean and Whitaker ("TBW") and Assignor, which Settlement Agreement and terms thereof were approved by the Court under Order dated January 12, 2011 ("Order"), in the principal amount of \$1,750,000.00 ("Assigned Allowed Rejection Claim") against the Debtor in Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor. This assignment and transfer was effected under that certain Second Amendment and Ratification of Loan Agreement and Other Loan Documents ("Assignment") between Assignee and Assignor dated as of January \_\_, 2011, and included the Assigned Allowed Rejection Claim of Assignor in

the estate against TBW, as identified under para. 4. at page 3 of the Assignment. Copies of the Settlement Agreement, Order and Assignment are attached in support hereof.

Assignor has waived any objection to the transfer of the Assigned Allowed Rejection Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and waived to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor has acknowledged, understood, agreed and stipulated that an order of the Bankruptcy Court may be entered without further notice of Assignor transferring to Assignee the Assigned Allowed Rejection Claim of Assignor in the estate against TBW and recognizing the Assignee as the sole owner and holder of this Assigned Allowed Rejection Claim. You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Assigned Allowed Rejection Claim of Assignor in the estate against TBW to Assignee.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated July \_\_, 2011.

**ASSIGNOR**

**ASSIGNEE**

**SIGNATURE AND AUTHORITY OF  
ASSIGNOR IS EVIDENCED  
UNDER ASSIGNMENT ATTACHED**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Wendy m. Nelson

Name: Wendy m. Nelson

Title: Vice President, EBL Bank (USA)

Date: 7/12/11

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT dated as of December \_\_, 2010 (this "Agreement"), is by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("TBW") and 315 N.E. 14<sup>th</sup> STREET OCALA, LLC ("Landlord" together with TBW, the "Parties").

WHEREAS, TBW is a debtor and debtor-in-possession in a pending chapter 11 bankruptcy case, In re: Taylor, Bean & Whitaker Mortgage Corp., et al., Case No. 09-07047-JAF, United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court") (the "Bankruptcy Case");

WHEREAS, on or about June 12, 2008, TBW, as tenant, and Landlord, as landlord, entered into that certain Lease Agreement (as amended, the "Lease") for the lease of TBW's headquarters located at 315 N.E. 14<sup>th</sup> Street, Ocala, Florida (together with any and all real property and/or buildings or improvements leased by TBW pursuant to the Lease, the "Premises"), for a term of 20 years;

WHEREAS, on or about March 17, 2010, TBW and Landlord entered into that certain Addendum to Lease Agreement (the "Lease Addendum"), whereby Landlord agreed to reduce rent due on the Premises for the period from April 1, 2010 to December 31, 2010, and TBW agreed to prepay rent in one lump sum through December 31, 2010;

WHEREAS, by order dated April 22, 2010 [Doc. No. 1322], the Bankruptcy Court approved the Lease Addendum and, based upon agreement of the Parties, granted Landlord an allowed unsecured claim for rejection damages in the amount of \$3,500,000 (the "Allowed Rejection Claim") in the event that TBW rejects the Lease;

WHEREAS, TBW desires to vacate the Premises by December 31, 2010 and reject the Lease pursuant to § 365 of Title 11 of the United States Code; and

WHEREAS, the Parties desire to finally settle and resolve all disputes between them regarding the Lease, the Lease Addendum, the Premises, the Allowed Rejection Claim, and certain furniture, fixtures, equipment, art, and other property located at the Premises.

THEREFORE, for valuable consideration, including the mutual agreements hereinafter set forth, the Parties agree as follows:

- I. Subject to and upon entry of a final order by the Bankruptcy Court approving this Agreement:
  - i. To the extent it has not already done so, TBW shall vacate and relinquish to Landlord the Premises no later than December 31, 2010;
  - ii. Subject to a final walkthrough by Landlord on or before December 27, 2010 (the "Walkthrough"), effective on December 31, 2010, TBW hereby conveys, transfers, and assigns, to Landlord, on an "as-is" basis, all of TBW's interest in

the furniture, fixtures, equipment, art, and other personal property located at the Premises and listed on the attached Schedule 1 (the "FF&E") free and clear of all liens, claims, and encumbrances to the extent permitted by § 363 of Title 11 of the United States Code; provided that TBW shall not be responsible for removing from the Premises, storing, or otherwise disposing of any of the FF&E. Landlord shall advise TBW via email addressed to Neil Luria at [nluria@navigantcapitaladvisors.com](mailto:nluria@navigantcapitaladvisors.com) by no later than 5:00 p.m., Eastern time, on December 28, 2010 of any issues arising from the Walkthrough, and in such event TBW shall have the option of terminating this Agreement if the issues cannot be resolved by further agreement between the parties. If Landlord fails to advise TBW of any issues arising from the Walkthrough by such date and time, it shall be presumed that there are no such issues;

- iii. Effective on December 31, 2010, the Lease, the Lease Addendum, and any and all other amendments to the Lease or the Lease Addendum shall be deemed rejected by TBW pursuant to § 365(a) of Title 11 of the United States Code;
- iv. The Allowed Rejection Claim shall be reduced and allowed in the amount of \$1,750,000, and Landlord shall not file or assert any further claims or administrative expenses related to (a) the rejection of the Lease or the Lease Addendum, (b) the Premises, or (c) the FF&E.

2. Effective immediately upon the occurrence of the events described in above paragraph 1 of this Agreement, (i) TBW, on behalf of itself, its affiliates and their respective successors and assigns hereby irrevocably releases, waives, and forever relinquishes all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which TBW has, may have, or might assert at the time of execution of this Agreement, or in the future, against Landlord and/or against Landlord's affiliates and each of their respective officers, directors, employees, agents, attorneys, accountants, consultants, successors, and assigns, directly or indirectly, each acting in such capacity, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Lease, the Lease Addendum, the Premises, or the FF&E; (ii) Landlord, on behalf of itself, its affiliates and their respective successors and assigns hereby irrevocably releases, waives, and forever relinquishes all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which Landlord has, may have, or might assert at the time of execution of this Agreement, or in the future, against TBW and/or against TBW's affiliates and each of their respective officers, directors, employees, agents, attorneys, accountants, consultants, successors, and assigns, directly or indirectly, each acting in such capacity, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Lease, the Lease Addendum, the Premises, or the FF&E, including, without limitation, any and all claims (x) regarding any damage to the Premises or the FF&E or (y) arising out of or related to state law landlord's liens; provided, however, that nothing in the foregoing release shall affect the validity of the Allowed Rejection Claim, as reduced in paragraph 1(iv) of this Agreement, or Landlord's ability or right to recover on the Allowed Rejection Claim in accordance with any plan of liquidation confirmed by the Bankruptcy Court.

3. Subject to approval by the Bankruptcy Court, TBW hereby represents and warrants that (i) the person signing this Agreement has the authority to act on behalf of TBW, (ii) this Agreement has been duly authorized, executed and delivered by TBW and is the valid and binding obligation of TBW enforceable against TBW in accordance with its terms, and (iii) no material consent of any third party is required for the execution, delivery, and performance of this Agreement by TBW. TBW makes no other representations or warranties with respect to this Agreement, and specifically makes no representations or warranties with respect to (x) the condition or value of the Premises or the FF&E or (y) the value of any claim of Landlord for rejection of the Lease.

4. Subject to approval by the Bankruptcy Court, Landlord hereby represents and warrants that (i) the person signing this Agreement has the authority to act on behalf of Landlord, (ii) this Agreement has been duly authorized, executed and delivered by Landlord and is the valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, and (iii) no material consent of any third party is required for the execution, delivery, and performance of this Agreement by Landlord.

5. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof.

6. The Parties agree that this Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with each of the Parties' representative competent legal counsel.

7. This Agreement may be executed in counterparts, each of which will be deemed an original and can be delivered by fax or email.

8. This Agreement shall, in all respects, be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without reference to any choice or conflict of law provisions.

9. Venue for any action arising under or relating to this Agreement lies in the United States Bankruptcy Court for the Middle District of Florida, and the parties agree to consent to such Court's jurisdiction to enforce the terms of this Agreement.

10. The terms of this Agreement are subject to approval by final order of this Agreement by the Bankruptcy Court. This Agreement shall become null and void if it is not approved by the Bankruptcy Court on or before February 1, 2011; provided that such date may be extended by mutual agreement of the Parties. In the event this Agreement is not approved by the Bankruptcy Court, or in the event the Agreement is terminated by TBW due to issues arising from the Walkthrough, Landlord agrees to provide TBW access to the Premises in order to remove the FF&E.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.



TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.

315 N.E. 14<sup>th</sup> STREET OCALA, LLC

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Victor Benater  
OWNER 12/14/10

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

In re:  TAYLOR, BEAN & WHITAKER MORTGAGE CORP., REO SPECIALISTS, LLC, and HOME AMERICA MORTGAGE, INC.,  Debtors.	Chapter 11  Case No. 3:09-bk-07047-JAF Case No. 3:09-bk-10022-JAF Case No. 3:09-bk-10023-JAF  <i>Jointly Administered Under Case No. 3:09-bk-07047-JAF</i>
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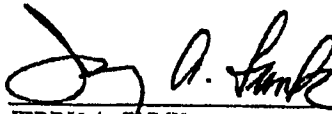
**ORDER APPROVING SETTLEMENT  
AGREEMENT BETWEEN TAYLOR, BEAN &  
WHITAKER MORTGAGE CORP AND 315 N.E.  
14<sup>TH</sup> STREET OCALA, LLC**

This matter came before the Court for hearing on January 7, 2010, upon the Motion to Approve Settlement [Dkt. No. 2276] (the "Motion") filed by Taylor, Bean & Whitaker Mortgage Corp. ("TBW" or "Debtor") to approve the Settlement Agreement (the "Settlement Agreement"), which is attached to the Motion, between TBW and 315 N.E. 14<sup>th</sup> Street Ocala, LLC (the "Landlord"). All capitalized terms used by not otherwise defined herein shall have the meaning ascribed to them in the Motion. For the reasons stated in the Motion and presented at the hearing, and for the reasons stated on the record, which shall constitute the decision of the Court, and there being no objections to the Motion filed or raised at the hearing, the Court finds that the granting of the Motion and the approval of the Settlement Agreement are in the best interests of TBW's bankruptcy estate. Accordingly, it is hereby

ORDERED that:

1. The Motion is GRANTED.
2. The Settlement Agreement is approved, and TBW is authorized to take all steps necessary to consummate and perform the terms of the Settlement Agreement.
3. The Lease is deemed rejected as of December 31, 2010, pursuant to § 365 of the Bankruptcy Code.
4. The FF&E is transferred as of December 31, 2010, to the Landlord pursuant to 11 U.S.C. § 363(f), free and clear of all liens, claims, encumbrances, and interests of any kind or nature whatsoever.
5. All objections to the granting of the Motion and the approval of the Settlement Agreement are overruled.

DATED this 12<sup>th</sup> day of January, 2011, at Jacksonville, Florida.

  
JERRY A. FUNK  
United States Bankruptcy Judge

**SECOND AMENDMENT AND RATIFICATION OF LOAN AGREEMENT  
AND OTHER LOAN DOCUMENTS**

THIS SECOND AMENDMENT AND RATIFICATION OF LOAN AGREEMENT AND OTHER LOAN DOCUMENTS (this "Agreement") is entered into on January 24, 2011, by 315 NE 14TH STREET OCALA, L.L.C., a Florida limited liability company (the "Borrower") and RBC BANK (USA) (the "Bank").

**RECITALS**

A. Borrower requested and Bank agreed to make a \$10,000,000.00 loan to Borrower (the "Loan"), as evidenced by that certain Commercial Promissory Note dated as of June 12, 2008, from Borrower in favor of Bank in the original principal amount of \$10,000,000.00 (the "Original Note"). In connection with the execution of the Original Note, Borrower and Bank entered into that certain Loan Agreement dated as of June 12, 2008 (the "Loan Agreement").

B. The Original Note is secured, in part, by (i) that certain Mortgage dated as of June 12, 2008, from Borrower in favor of Bank, recorded in Official Records Book 5051, at Page 1758, of the Public Records of Marion County, Florida (the "Mortgage"), (ii) that certain Assignment of Leases, Rents and Profits dated as of June 12, 2008, from Borrower in favor of Bank, recorded in Official Records Book 5051, at Page 1771, of the Public Records of Marion County, Florida (the "Assignment"), and (iii) that certain Security Agreement dated as of June 12, 2008, from Borrower in favor of Bank (the "Security Agreement").

C. Borrower subsequently requested and Bank agreed to modify the Loan and to bifurcate the Loan into two loans (as modified and bifurcated, the "Loan"), as evidenced by (i) that certain Amended and Restated Bifurcated Promissory Note dated as of April 23, 2010, from Borrower in favor of Bank in the principal amount of \$5,000,000.00 (as the same may be amended, restated, modified or replaced from time to time, the "\$5,000,000.00 Note"), and (ii) that certain Amended and Restated Bifurcated Promissory Note dated as of April 23, 2010, from Borrower in favor of Bank in the principal amount of \$4,113,324.00 (as the same may be amended, restated, modified or replaced from time to time, the "\$4,113,324.00 Note"). The \$5,000,000.00 Note and the \$4,113,324.00 Note amended, restated, modified, replaced, bifurcated and superseded the Original Note in its entirety. In connection with the execution of the \$5,000,000.00 Note and the \$4,113,324.00 Note, Borrower and Bank entered that certain Amendment and Ratification of Loan Agreement dated as of April 23, 2010 (the "First Amendment to Loan Agreement").

D. The \$5,000,000.00 Note and the \$4,113,324.00 Note are secured, in part, by: (i) the Mortgage, as modified by that certain Mortgage Modification Agreement dated as of April 23, 2010, recorded in Official Records Book 5354, at Page 1082, of the Public Records of Marion County, Florida (the "Mortgage Modification"), (ii) the Assignment, as modified by the Mortgage Modification, and (iii) the Security Agreement, as modified by that certain Amendment and Ratification of Security Agreement dated as of even date herewith (the "Amendment of Security Agreement").

E. Borrower has now requested and Bank has agreed to modify certain terms of the Loan, as evidenced by this Agreement.

F. The Loan Agreement, as modified by the First Amendment to Loan Agreement and this Agreement, is hereinafter referred to as the "Loan Agreement". The Mortgage, as modified by the Mortgage Modification, is hereinafter referred to as the "Mortgage". The Assignment, as modified by the Mortgage Modification, is hereinafter referred to as the "Assignment". The Security Agreement, as

modified by the Amendment of Security Agreement, is hereinafter referred to as the "Security Agreement". The \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement, the Mortgage, the Assignment, the Security Agreement and all other documents and instruments executed in connection with the Loan, as the same may be amended or modified from time to time, are hereinafter referred to, individually and/or collectively, as the "Loan Documents".

G. Bank is willing to modify the terms of the Loan pursuant to the terms hereof, subject to Borrower giving Bank the representations, assurances and other agreements hereinafter set forth.

In consideration of Bank's agreement to modify the Loan and the agreements contained herein, the parties agree as follows:

#### AGREEMENT

1. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. Borrower acknowledges that, as of the date hereof, (i) the outstanding principal balance of the \$5,000,000.00 Note is \$5,000,000.00, and (ii) the outstanding principal balance of the \$4,113,324.00 Note is \$4,113,324.00.

3. The Loan Agreement is hereby amended by deleting the Section entitled "Tax Escrow" in its entirety and substituting the following in lieu thereof:

##### Tax Escrow.

Notwithstanding anything to the contrary in any Loan Document, commencing on January 15, 2011, and continuing on the fifteenth (15<sup>th</sup>) day of each month thereafter, Borrower shall deposit \$10,000.00 into a restricted escrow account number 7540023811 (the "Tax Escrow Account") at Bank; provided, however, so long as no Event of Default has occurred under this Agreement or any of the Loan Documents, Borrower shall not be required to make the payments to the Tax Escrow Account on January 15, 2011, February 15, 2011 and March 15, 2011. Upon demand of Bank, Borrower shall deliver to Bank, within ten (10) days after such demand, such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Bank to pay such real estate taxes when due. Borrower hereby grants Bank a security interest in the Tax Escrow Account. Borrower's failure to timely deposit \$10,000.00 each month into the Tax Escrow Account shall be an immediate Default or Event of Default, as applicable, under the Loan Documents. Borrower hereby irrevocably authorizes Bank to use such amounts held in the Tax Escrow Account to pay Borrower's real estate taxes when due for the property encumbered by the Mortgage. Funds held in the Tax Escrow Account shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Bank, and no interest shall be payable with respect thereto. In case of any Default or Event of Default under any Loan Document, Bank is hereby irrevocably authorized to apply any amount under this Section remaining to Borrower's credit to the reduction of the Obligations, at such times and in such manner as Bank shall determine. Upon the occurrence of an Event of Default under any Loan Document, Bank shall be irrevocably authorized to debit the Tax Escrow Account to pay down any amounts due and payable under the \$5,000,000.00 Note or the \$4,113,324.00

Note or to pay any real estate taxes then due, as Bank may determine in its sole and absolute discretion.

4. Notwithstanding anything to the contrary contained in the \$4,113,324.00 Note or any other Loan Documents, Borrower shall pay to Bank one-hundred percent (100%) of any past due rent or rent settlement or other sums received by Borrower after the date hereof from TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("Taylor Bean"), as well as any other amounts awarded to Borrower in Bankruptcy Case No.: #3:09-bk-07047-JAF, United States Bankruptcy Court (the "Bankruptcy Court") for the Middle District of Florida, Jacksonville Division (the "TBW Case"), including, without limitation, the Allowed Rejection Claim (as said term is defined in that certain Settlement Agreement dated as of December \_\_, 2010), as well as any other amounts awarded to Borrower in the TBW Case, shall be immediately due and payable to Bank upon Borrower's receipt of such sums. Borrower hereby grants Bank a security interest in the Allowed Rejection Claim and all proceeds thereof. The Settlement Agreement, a draft of which is attached as Exhibit "A" hereto, is scheduled to be presented to the Bankruptcy Court for approval on or before February 1, 2011, as that date may be extended by mutual agreement of Borrower and TBW. In the event the Settlement Agreement is not approved by the Bankruptcy Court, this section shall be deemed null and void.

5. Borrower acknowledges, represents and confirms to Bank that (i) the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and the other Loan Documents are valid and binding upon Borrower, as applicable, and enforceable in accordance with the terms thereof; (ii) all of the terms, covenants, conditions, representations, warranties and agreements contained in the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and the other Loan Documents are hereby ratified and confirmed in all respects; (iii) there are no defenses, setoffs, counterclaims, cross-actions or equities in favor of Borrower to or against the enforcement of the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement and/or the other Loan Documents; (iv) Bank is under no obligation to further amend or modify the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement or the other Loan Documents; and (v) no default or event of default now exists under the \$5,000,000.00 Note, the \$4,113,324.00 Note, the Loan Agreement or any other Loan Document.

6. Except as amended by this Agreement and all other documents executed in connection herewith, no term or condition of the Loan Agreement or the other Loan Documents shall be modified and the same shall remain in full force and effect; provided, however, if any provision of this Agreement is in conflict with, or inconsistent with, any provision in the Loan Agreement or the other Loan Documents, then the provision contained in this Agreement shall govern and control.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon each of the undersigned individually as fully and completely as if all had signed but one instrument so that the joint and several liability of each of the undersigned shall be unaffected by the failure of any of the undersigned to execute any or all of said counterparts.

9. AS A MATERIAL INDUCEMENT FOR BANK TO EXECUTE THIS AGREEMENT, BORROWER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN

EQUITY WHICH BORROWER EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER THROUGH THE DATE THAT THIS AGREEMENT IS EXECUTED. BORROWER FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TERMS AND CONDITIONS OF THIS SECTION DO NOT DIMINISH OR EFFECT ANY OF THE BANK'S OBLIGATIONS UNDER THE LOAN DOCUMENTS FROM THE DATE HEREOF.

10. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER BY EXECUTION HEREOF, AND BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS AGREEMENT.

BORROWER AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

11. **WAIVER OF BANKRUPTCY STAY.** BORROWER HEREBY AGREES, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THAT IN THE EVENT THAT BORROWER SHALL FILE WITH ANY BANKRUPTCY COURT OF COMPETENT JURISDICTION OR BE THE SUBJECT OF ANY PETITION UNDER TITLE 11 OF THE UNITED STATES CODE THE AUTOMATIC STAY IMPOSED BY SECTION 362 OF TITLE 11 OF THE UNITED STATES CODE IS WAIVED, AND SUCH WAIVER CONSTITUTES "CAUSE" PURSUANT TO 11 U.S.C. SECTION 362(d)(1) FOR THE IMMEDIATE LIFTING OF THE AUTOMATIC STAY IN FAVOR OF BANK. AND BORROWER HEREBY KNOWINGLY AND IRREVOCABLY WAIVES ALL DEFENSES AND OBJECTIONS TO SUCH LIFTING OF THE AUTOMATIC STAY.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Agreement on January 24, 2011.

**BORROWER:**

315 NE 14TH STREET OCALA, L.L.C., a Florida limited liability company

By: 

Victor Benatar, Managing Member

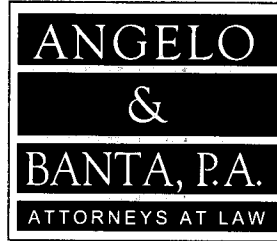
**BANK:**

RBC BANK (USA)

By: 

Wendy Nelson, Vice President





James W. Carpenter, Esquire  
Email: jwc@angelolaw.com

July 29, 2011

**VIA FEDERAL EXPRESS**

BMC Group, Inc.  
c/o TB&W Mortgage Claims Processing  
P.O. Box 3020  
Chanhassen, MN 55317-3020

Re: *In re: Taylor Bean & Whitaker Mortgage Corporation*  
*Case No. 3:09-bk-7047-JAF*

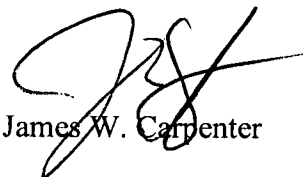
To Whom It May Concern:

Please find enclosed the RBC Bank (USA)'s executed Proof of Claim, including attachments, in the above-referenced bankruptcy matter. Pursuant to the instructions given by the United States Bankruptcy Court for the Middle District of Florida's CM/ECF system, electronic docket filing has been disabled in this matter and all proofs of claim must be filed with the entity addressed herein.

I have enclosed an additional copy of the Proof of Claim, including attachments, and would ask that such copy be stamped "Filed" and returned to my office by you after the filing of same.

Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely,



James W. Carpenter

Enclosures