


<b>UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION</b>		<b>PROOF OF CLAIM</b>	
In re: <b>TAYLOR, BEAN &amp; WHITAKER MORTGAGE CORP.</b>		Case Number: <b>3:09-bk-07047-JAF</b>	
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.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: <small>the person or other entity to whom the debtor owes money or property. If necessary, please cross out pre-printed address and file in change of address.</small>		<b>CLAIM FILED</b> JACKSONVILLE, FLORIDA <b>SEP 09 2011</b> CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA	
Jeffery W. Cavender 4806 Cross Creek Court Kennesaw, GA 30152		<b>THIS SPACE IS FOR COURT USE ONLY</b>	
Creditor Telephone Number (770 429-4884) <input checked="" type="checkbox"/> Check box if address is where Notice is to be sent.		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on: _____	
Payment Telephone Number ( )		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. AMOUNT OF CLAIM AS OF DATE CASE FILED</b> \$ <u>425,000.00</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.			
<b>2. BASIS FOR CLAIM:</b> <u>Damages resulting from rejection of Employment Contract</u>		<b>3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:</b> 3a. Debtor may have scheduled account as: _____	
<small>(See instructions #2 and #3a on reverse side.)</small>			
<b>4. SECURED CLAIM</b> (See Instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information <b>Nature of property or right of setoff:</b> Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ _____ <b>DO NOT</b> include the priority portion of your claim here. Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case filed included in secured claim, _____			
<b>5. PRIORITY CLAIM</b> <input type="checkbox"/> 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. Unsecured Priority Claim Amount: \$ _____ Include <b>ONLY</b> the priority portion of your unsecured claim here. <b>You MUST specify the priority of the claim:</b> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( _____ ). <small>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>			
<b>6. CREDITS:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
<b>7. SUPPORTING DOCUMENTS:</b> <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain. <b>DATE-STAMPED COPY</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b>			
The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).		<b>THIS SPACE FOR COURT USE ONLY</b>	
By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317	
T, B & W Mortgage Corp.  03479			
DATE <u>9/8/11</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. <u>Jeffery W. Cavender, Jeffery W. Cavender</u>		

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571.

## Rejection Damage Claim Calculation

Pursuant to the terms of the attached employment contract, which was rejected pursuant to the terms of Taylor, Bean & Whitaker Mortgage Corp.'s confirmed Third Amended and Restated Joint Plan of Liquidation, Claimant was entitled to receive severance in the form of continued payment of all compensation at the rate then in effect and all benefits, including insurance benefits, for a period of twenty-four (24) months from the date of termination. Pursuant to 11 U.S.C § 502(b)(7), because such claim is the claim of an employee for damages resulting from the termination of an employment contract, such claim may not exceed "(A) the compensation provided by such contract, without acceleration, for one year following the earlier of – (i) the date of the filing of the petition; or (ii) the date on which the employer directed the employee to terminate, or such employee terminated, performance under such contract; plus (B) any unpaid compensation due under such contract, without acceleration, on the earlier of such dates. Pursuant to such provision, Claimant is entitled to the compensation capped at the amount payable for one year following the date of the filing of the petition. At the time of the commencement of Taylor, Bean & Whitaker Mortgage Corp.'s Chapter 11 case, Claimant's annual salary totaled \$425,000, and Claimant's rejection damage claim cannot exceed that amount.



## **Taylor, Bean & Whitaker**

*Mortgage Corp.*  
101 N.E. 2<sup>nd</sup> Street  
Ocala, Florida 34470  
Bus. (352) 351-1109  
Fax (352) 867-1190

March 9, 2006

Mr. Jeffery Cavender  
McKenna Long & Aldridge LLP  
Suite 5300, 303 Peachtree Street  
Atlanta, Georgia 30308

Dear Jeff:

Taylor, Bean & Whitaker Mortgage Corp. is pleased to offer you the position of General Counsel. As discussed, your anticipated start date will be May 1, 2006.

As General Counsel, you will have responsibility for all duties within that capacity, including but not limited to, compliance and litigation management. You will be a senior level officer of the company, as well as member of the Executive Committee and the Board of Taylor, Bean & Whitaker.

Your compensation will be equivalent to an annual rate of \$350,000.00, paid bi-weekly in accordance with the Company's regular payroll practices.

Consistent with our senior management benefit offerings, you will be eligible for insurance benefits effective your first day with the company. This includes all existing and future executive level programs or benefits packages.

Your office will be located in Atlanta and you will be allowed to hire required staff at your discretion.

Your employment at Taylor, Bean & Whitaker is "at will". As such, this letter does not constitute a contract of employment for a specified period of time. "Notwithstanding the "at will" nature of your employment, in the event your employment is terminated for any reason by the Company, you shall be entitled to receive severance in the form of continued payment of all compensation at the rate then in effect and all benefits, including insurance benefits, for a period of twelve (12) months from the date you receive a notice of termination from the Company.

In the event (i) Lee B. Farkas ceases to be the chairman or majority shareholder of the Company, or (ii) the Company or all or substantially all of the Company's assets or stock are the subject of a sale, merger, or other disposition, and you voluntarily elect to terminate your employment with the Company or your employment is terminated for any reason by the Company, you shall be entitled to receive severance in the form of continued payment of all compensation at the rate then in effect and all benefits, including insurance benefits, for a period of twenty-four (24) months from the date of termination."

Once again, I would like to welcome you to the Taylor, Bean & Whitaker Team!

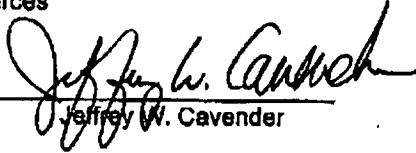
Please sign this letter in acceptance and return to me via fax at 352-690-0507 or mail to the address above. Feel free to contact me at 352-671-0007 should you have any questions.

Sincerely,



Robb Young  
Director - Human Resources

Accepted and agreed:

  
Jeffrey W. Cavender

3/16/06  
Date



**Taylor Bean & Whitaker**  
**MORTGAGE CORP.**

Banking  
Consulting  
Insurance  
Mortgage Lending  
Servicing

December 23, 2008

Mr. Jeffery Cavender  
5150 Stilesboro Road  
Kennesaw, Georgia 30152

Re: Amendment to your Employment Agreement dated March 9, 2006

Dear Jeff:

This letter will amend the terms of your employment agreement with the Company, effective January 1, 2009. Please sign and return one copy of this letter to signify your agreement to these terms.

The severance payments to which you may become entitled under the agreement following termination of your employment shall be triggered only if you incur a "Separation from Service" with the Company. A "Separation from Service" means a termination of employment in accordance with the Company's policies and procedures; provided, however, that we reasonably anticipate that no further services will be performed after the termination date or that the level of bona fide services you will perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period.

You are entitled to continued insurance benefits for a period of 24 months after your termination in certain circumstances. Such benefits shall be provided, as determined by the Company (and its successor), either under the Company's (or any successor's) group health plan and/or under an individual policy purchased by the Company (or any successor). The benefits provided during the period during which you would be entitled to continuation coverage under the Company's group health plan under COBRA are intended to qualify for the exception from deferred compensation as a medical benefit provided in accordance with the requirements of Treas. Reg. § 1.409A-1(b)(9)(v)(B), and the benefits provided during any subsequent period are intended to satisfy the in-kind benefit and reimbursements requirements of Treas. Reg. § 1.409A-3(i)(1)(iv). The COBRA health care continuation coverage period under Code Section 4980B shall run concurrently with the period of continued health coverage following the date of termination of employment, so that this coverage shall not increase the total period of Company funded medical benefits beyond twenty-four (24) months from the date of termination.

If, upon termination of employment, you are a "specified employee" (as such term is defined and determined under Section 409A(a)(2)(B)(i) of the Code, to the extent

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required by Section 409A only, your severance pay will be deferred and paid to you on the first business day after the six-month anniversary of your termination of employment.

To the extent applicable, it is intended that this Agreement comply with the provisions of Section 409A of the Internal Revenue Code. This Agreement shall be construed, administered, and governed in a manner consistent with this intent.

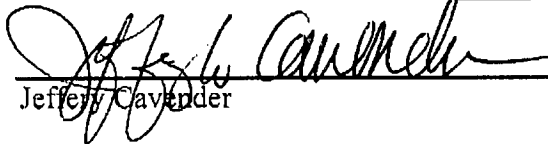
Please contact me with any questions.

Yours very truly,



Karey Holland  
Human Resources Director

ACCEPTED AND AGREED, this 31<sup>st</sup> day of December, 2008.



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Jeffrey Cavender

**JEFFERY W. CAVENDER**  
**4806 Cross Creek Court**  
**Kennesaw, GA 30152**

September 8, 2011

**VIA FEDERAL EXPRESS**

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


**Re: Taylor, Bean & Whitaker Mortgage Corp., Case No. 09-07047-JAF**  
**United States Bankruptcy Court, Middle District of Florida,**  
**Jacksonville Division**

Dear Sir or Madam :

Enclosed for filing are an original and one copy of a Proof of Claim with reference to the above-captioned matter. Please file same and return our copy stamped "filed" in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

  
Jeffery W. Cavender

Enclosures