

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 and Debtors in
Possession.

Chapter 11

Case No. 3:09-bk-07047-JAF
Case No. 3:09-bk-10022-JAF
Case No. 3:09-bk-10023-JAF

Jointly Administered Under
Case No. 3:09-bk-07047-JAF

**NOTICE OF ENTRY OF ORDER CONFIRMING THIRD AMENDED
AND RESTATED JOINT PLAN OF LIQUIDATION OF THE DEBTORS
AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS;
EFFECTIVE DATE OF PLAN; BAR DATES FOR ADMINISTRATIVE
CLAIMS AND OTHER CLAIMS; AND OTHER MATTERS**

**TO: ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE
ABOVE-REFERENCED DEBOTRS, AND ALL OTHER PARTIES IN INTEREST**

**THIS NOTICE CONTAINS IMPORTANT INFORMATION, INCLUDING NOTICE OF
BAR DATES FOR ADMINISTRATIVE CLAIMS, PROFESSIONAL COMPENSATION
CLAIMS, AND CLAIMS FOR DAMAGES ARISING FROM THE DEBTORS'
REJECTION OF UNEXPIRED LEASES OR EXECUTORY CONTRACTS, AND
SHOULD BE READ CAREFULLY.**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. On July 21, 2011, the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the *Third Amended and Restated Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors* dated June 22, 2011, as amended (the "Plan"), in the jointly administered Chapter 11 bankruptcy cases of debtors and debtors-in-possession Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), REO Specialists, LLC ("REO"), and Home America Mortgage, Inc. ("HAM" together with TBW and REO, the "Debtors").

Unless otherwise defined in this Notice, capitalized terms used but not defined herein shall have the meanings given to them in the Plan.

2. Effective Date of the Plan. The Effective Date of the Plan is **August 10, 2011**.

3. No Discharge of Claims. Pursuant to Section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan does not discharge any Claims against the Debtors, but no Holder of a Claim against or Interest in the Debtors may, on account of such Claim or Interest, seek or

receive any payment or other distribution from, or seek recourse against, the Debtors or any the Debtors' Estates other than Distributions pursuant to the Plan¹

4. Exculpation. As set forth in Article 10.A and B of the Plan and in paragraph 39 of the Confirmation Order, none of the Chapter 11 Protected Parties shall have or incur any liability to any Holder of any Claim or Interest or any other party in interest (including any Governmental Unit) for, *inter alia*, any act or omission on or prior to the Effective Date in connection with, or arising out of or related to the commencement and administration of the Chapter 11 Cases, the Investigation, the sale of assets, the arranging for postpetition financing, the prosecution and defense of contested matters and adversary proceedings, the settlement of Claims and the disbursement of funds, the administration of TBW'S ESOP, and the promulgation of the Plan and solicitation of acceptances thereto; provided, however, that the foregoing provisions shall have no effect on the liability of any Chapter 11 Protected Party that results from any act or omission that is determined in a Final Order to be solely attributable to such Chapter 11 Protected Party's own gross negligence or willful misconduct. As used in the Plan, the term "Chapter 11 Protected Parties" means, collectively, (1) the Debtors' officers and directors during the Chapter 11 Case; (2) TBW's Creditors' Committee, its members, and their respective directors, officers, employers, employees, counsel; and (3) Navigant, Stichter Riedel, Troutman Sanders, and Berger Singerman, and their respective officers, directors, partners, employees and equity holders.

5. Term of Bankruptcy Stays. As set forth in Section 11.B of the Plan and in paragraph 55 of the Confirmation Order, except as otherwise provided for in the Plan or Confirmation Order, all stays provided for in the Chapter 11 Case under Section 105 or Section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date shall remain in full force and effect until the later of (i) entry of the Final Decree or (ii) the dissolution of the Plan Trust.

6. Plan Injunction. As set forth in Article 11.A of the Plan and in paragraph 56 of the Confirmation Order, except as otherwise expressly provided in the Plan, the documents executed pursuant to the Plan, or this Confirmation Order, on and after the Effective Date, all Persons who have held, currently hold, or may hold Claims against or Interests in the Debtors or the Estates that arose prior to the Effective Date (including all Governmental Authorities) are permanently enjoined from, on account of such Claims or Interests, taking any of the following actions, either directly or indirectly, against or with respect to any Debtor, any Estate, any Chapter 11 Protected Party, any Plan Trust Exculpated Party, the Plan Trust, any Plan Trust Entity or any of their respective properties:

- a. commencing or continuing in any manner any action or other proceeding of any kind;
- b. enforcing, attaching, executing, collecting, or recovering in any manner any judgment, award, decree, or attaching any properties pursuant to the foregoing;

¹ In no event shall any summary contained in this Notice of any provisions of the Plan or Confirmation Order be deemed to amend or otherwise modify the Plan or the Confirmation and, in the event of any conflict, the applicable provisions of the Plan or Confirmation Order shall govern and control.

- c. **creating, perfecting, or enforcing any lien or encumbrance of any kind;**
- d. **asserting or effecting any setoff, recoupment, or right of subrogation of any kind against any Claim or Cause of Action;**
- e. **taking any action, in any manner, in any place whatsoever, that does not conform to, comply with, or that is inconsistent with any provision of the Plan.**

Any Person injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages from the willful violator.

The foregoing injunction shall not enjoin or prohibit (i) the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan or (ii) any party in interest from seeking the interpretation or enforcement of any of the obligations of the Debtors, the Plan Trustee, or the Plan Trust under the Plan.

7. Bar Dates.

- a. **Administrative Expense Claims Bar Date.** Any Person who asserts an Administrative Expense Claim, excluding Professional Claims, shall, on or before **September 12, 2011** (the "Administrative Claims Bar Date"), File with the Bankruptcy Court and serve on counsel for the Plan Trustee an application for allowance and payment of such Administrative Expense Claim. **Holders of Administrative Expense Claims (including, without limitation, the Holders of any Claims for federal, state or local taxes, but excluding Professional Claims) that are required to File a request for payment of such Claims and that do not File such requests by the applicable Bar Date shall be forever barred from asserting such Claims against the Debtors.** All objections to allowance of Administrative Expense Claims must be Filed on or before 90 days after the Administrative Expense Bar Date, provided that the Plan Trustee may extend such objection deadline by an additional 90 days upon Filing a notice of such extension with the Bankruptcy Court.
- a. **Professional Claims.** As provided in 3.A.3 of the Plan, all Professionals and other Persons requesting compensation or reimbursement of expenses pursuant to any of §§ 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code, seeking payment for services rendered on or before the Confirmation Date (including any compensation requested by any Professional or Person other than the FDIC for making a substantial contribution in the Chapter 11 Cases) shall File and serve on counsel for the Plan Trustee an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Confirmation Date, no later than **October 11, 2011**. Any Professional Fees

incurred by the Debtors, Fee Claimants or the Creditors' Committee subsequent to the Confirmation Date may be paid by the Debtors or the Plan Trust without application to or Order of the Bankruptcy Court.

- b. **Rejection Damages Bar Date.** As set forth in Article 9.A of the Plan and paragraph 83 of the Confirmation Order, on the Effective Date, except for any executory contract or unexpired lease (i) that was previously assumed or rejected by an Order of the Bankruptcy Court or otherwise pursuant to section 365 or (ii) that is subject to a pending motion to assume or reject before the Bankruptcy Court, each executory contract or unexpired lease entered into by any of the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, is rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, effective as of the Confirmation Date. Except to the extent that another Bar Date applies pursuant to an order of the Court, any Proofs of Claim with respect to a Claim arising from the rejection of Executory Contracts under the Plan (including Claims under section 365(d)(3)) must be filed by (i) regular mail to BMC Group, Inc., Attn: Taylor Bean & Whitaker Mortgage Corp. Claims Processing, P.O. Box 3020, Chanhassen MN 55317-3020 or (ii) by hand, courier, or overnight delivery to BMC Group, Inc., Attn: Taylor Bean & Whitaker Mortgage Corp., Claims Processing, 18750 Lake Drive East, Chanhassen, MN 55317, so as to be received no later than **September 9, 2011**, or such Claim shall not be entitled to a Distribution and shall not be enforceable against the Debtors' Estates, the Plan Trust, the Plan Trustee, their successors, their assigns, or their Assets. Any Allowed Claim arising from the rejection of an Executory Contract shall be treated as a Claim in TBW Class 8, HAM Class 3, or REO Class 3 (General Unsecured Claims), as applicable.

8. Bankruptcy Court Address. For purposes of filing applications for allowance of Administrative Expense Claims and Professional Claims, the address of the Bankruptcy Court is: Clerk's Office, United States Bankruptcy Court, 300 North Hogan Street Suite 3-350, Jacksonville, Florida 32202.

9. Copies of Confirmation Order. Copies of the Confirmation Order may be obtained for no charge from the following website <http://www.bmcgroup.com/tbwmortgage>.

10. Requests for Notices. Any person wishing to receive notice of matters referenced in the Plan or of any matters occurring after the Effective Date must submit a request for such notice in writing to the Plan Trustee and its counsel at the following addresses:

Neil Luria
Plan Trustee
The Taylor, Bean
& Whitaker Plan Trust
4901 Vineland Rd., Suite 120
Orlando, FL 32811

Berger Singerman PA
(Attn: Paul Steven Singerman)
200 South Biscayne Blvd., Suite 1000
Miami, Florida 33131

11. Change of Address of Record. Any Person wishing to change their address of record must submit such change of address in writing to BMC Group at the addresses specified in Paragraph 7(b) above. Any such change of address shall be effective in accordance with the Plan.

Dated: August 11, 2011

/s/ Neil Luria _____

Neil Luria
Plan Trustee for The Taylor, Bean
& Whitaker Plan Trust