

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

In re:

Chapter 11

HOME AMERICA MORTGAGE, INC.,

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

Debtor.

/

HOME AMERICA MORTGAGE, INC.'S APPLICATION
TO EMPLOY CB RICHARD ELLIS, INC.
AS REAL ESTATE BROKER

Home America Mortgage, Inc., (the "Debtor" or "HAM"), as Debtor and Debtor-In-Possession, hereby files its Application to Employ CB Richard Ellis, Inc., as Real Estate Broker (the "Application"). In support of the Application, the Debtor would show:

BACKGROUND

1. On November 25, 2009, (the "Petition Date"), HAM filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. HAM continues to manage its property as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.
3. No trustee or examiner has been appointed in this case and no official committee has yet been appointed pursuant to Section 1102 of the Bankruptcy Code.
4. HAM is a wholly-owned subsidiary of Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), which filed a bankruptcy petition in this Court on August 24, 2009.

5. On or about January 19, 2010, the Court entered an Order Granting the Motion to Approve Joint Administration of HAM's case with the case of TBW.

6. Prior to the Petition Date, HAM was in the business of originating mortgage loans, which loans were subsequently assigned to TBW.

7. HAM's primary asset is a building and associated real estate located at 950 Grayson Highway, Lawrenceville, GA 30045 (the "Property"). The Property consists of an approximately 24,000 square foot building on approximately 8.2 acres. On information and belief, there are no mortgages on the Property.

RELIEF REQUESTED

8. The Debtor has determined in its business judgment that it should hire a real estate broker to market the sale of the Property.

9. By this Application and pursuant to Section 327 and 328 of the Bankruptcy Code, the Debtor seeks authorization of this Court to retain and compensate CB Richard Ellis, Inc. ("CBRE") with offices in Atlanta, Georgia to provide broker services on the terms and conditions set forth in the Listing Agreement and the Commission Agreement, copies of which are attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Listing Agreement").

10. For its services pursuant to the Listing Agreement, the Debtor desires to pay CBRE a commission of six percent (6%) of the gross sales price of the Property. In addition to the commission, the Debtor desires to reimburse CBRE for expenses in an amount not to exceed \$1,000. The term of the Listing Agreement is approximately seven

(7) months, running from March 1, 2010 through October 31, 2010. The Listing Agreement is subject to approval by this Court.

11. The Debtor believes that the appointment of CBRE pursuant to the terms of this Application and the Listing Agreement is in the best interest of the estate. Additionally, the Debtor submits that it requires the services of a qualified broker to perform services relating to the marketing and locating of potential purchasers for the Property.

12. The Debtor believes that CBRE is eminently qualified to serve in this Chapter 11 case and that the retention of CBRE is in the best interest of the Debtor and its estate creditors and interest holders.


13. As set forth in the Affidavit of Charles Olsen in support of Debtor's Application to Employ CB Richard Ellis as its Real Estate (the "Affidavit"), attached hereto as Exhibit B. CBRE does not represent or hold any interest adverse to the Debtor or to the estate with respect to the matters to which it is to be engaged which would preclude its representation herein, and CBRE has no connections with the Debtor, any creditors of the Debtor, any other party in interest, their respective attorneys and accountants, the Office of the United States Trustee, or any person employed in the office of the United States Trustee.

14. The Debtor believes that CBRE is well qualified to represent it herein and that the retention of said firm is in the best interest of the Debtor and the estate.

WHEREFORE, the Debtor respectfully requests the Court enter an order: (a) authorizing the employment of CBRE for the purposes set forth in the Application and the Listing Agreement, *nunc pro tunc* to March 1, 2010; (b) approving the Listing Agreement and all attachments; (c) authorizing the Debtor to pay CBRE the compensation as set forth in the Listing Agreement without the need for further application to the Court; and (d) providing such other and further relief as is just and proper.

Dated this 4th day of MARCH, 2010

Home America Mortgage, Inc.

By: 
Neil F. Luria

Its: Chief Restructuring Officer

EXHIBIT A
LISTING AGREEMENT



EXCLUSIVE SALES LISTING AGREEMENT
CB RICHARD ELLIS, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

1. In consideration of the listing for sale of the real property hereinafter described (the "Property") by CB Richard Ellis, Inc. ("Broker"), and Broker's agreement to use commercially reasonable efforts to effect a sale of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to list for sale the Property for a period commencing March 1, 2010, and ending midnight October 31, 2010 (the "Term"), at a price of _____ or such other terms as Owner may agree.

The Property is situated in the City of Lawrenceville, County of Gwinnett, State of Georgia, and is located at and is further described as 950 Grayson Hwy, Lawrenceville, Georgia 30045. The Property consists of a 24,313 square foot office building on approximately 8.2901 acres.

References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to pay Broker a sales commission in accordance with Broker's Schedule of Sale and Lease Commissions (the "Schedule"), a copy of which is executed by Owner, attached hereto and hereby made a part hereof. This commission shall be earned for services rendered, if, during the Term: (a) the Property is sold to a purchaser procured by Broker, Owner, or anyone else; (b) a purchaser is procured by Broker, Owner, or anyone else who is ready, willing and able to purchase the Property at the price and on the terms above stated, or on any other price and terms agreeable to Owner; (c) any contract for the sale of the Property is entered into by Owner; (d) Owner removes the Property from the market or the Property is transferred due to eminent domain or the threat thereof, foreclosure, or conveyance in lieu of foreclosure; (e) Owner contributes or conveys the Property to a partnership, joint venture, or other business entity; (f) Owner is a corporation, partnership, or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property. Broker is authorized to cooperate with and to share its commission with other licensed real estate brokers, regardless of whether said brokers represent prospective purchasers or assist Broker.
3. As used in this Agreement the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property, in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.
4. Owner further agrees that Owner shall pay Broker a commission in accordance with the Schedule, if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is sold to, or Owner enters into a contract of sale of the Property with, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term. Broker is authorized to continue negotiations with such persons or entities. Broker agrees to submit a list of such persons or entities to Owner no later than fifteen (15) calendar days following the expiration or termination of the Term, provided, however, that if a written offer has been submitted it shall not be necessary to include the offeror's name on the list.
5. Owner further agrees that (a) if a lease of the Property is entered into during the Term by anyone, or (b) if, within one hundred twenty (120) calendar days after the expiration or termination of the Term, the Property is leased to, or Owner enters into a contract to lease the Property with, or negotiations continue, resume or commence and thereafter continue leading to the lease of the Property by any person or entity (including his/her/its successors, assigns or affiliates) with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration or termination of the Term, Owner shall pay Broker a leasing commission in accordance with the Schedule.

6. Commissions shall be payable hereunder when earned or at the earlier of closing, closing of escrow, recordation of the deed, lease execution, or taking of possession by the purchaser or tenant.
7. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Any offer may contain normal and customary contingencies such as those relating to the condition of the Property, title report, and timing of closing.
8. Owner shall reimburse Broker, monthly or upon request, for its direct out-of-pocket expenses reasonably incurred and approved by Owner in the preparation of the offering brochures required for print advertising, and for other activities involved in marketing the Property hereunder. The reimbursement for these expenses shall not exceed the sum of One Thousand Dollars (\$1,000.00). Except as expressly provided in this paragraph, all expenses incurred by Broker in the performance of its service shall be borne by Broker, not Owner.
9. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to refer immediately to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser and to handle it in accordance with the instructions of the parties unless contrary to applicable law. Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Owner and its counsel will be responsible for determining the legal sufficiency of any purchase and sale agreement and other documents relating to any transaction contemplated by this Agreement.
10. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.
11. Owner agrees to disclose to Broker and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, mold, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property. Broker is authorized to disclose any such information to prospective purchasers or tenants.
12. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
13. If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited, in addition to any other rights of Broker pursuant to this Agreement, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.
14. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Owner hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions. Broker is authorized to provide a copy of this Agreement to any escrow or closing agent working on such transaction, and such escrow or closing agent, or tenant, is hereby instructed by Owner to pay Broker's commissions from any such funds or proceeds available. Owner shall remain liable for the entire amount of said commissions regardless of whether Broker exercises its rights under this paragraph.
15. Owner and Broker appoint the individual(s) listed below as the legal agent(s) of Owner (individually or collectively referred to as "Designated Agents"), to the exclusion of all other licensees of Broker. All other licensees of Broker, other than the Designated Agents, shall hereinafter be referred to as the "Non-Designated Agents." Owner acknowledges that Broker is a national brokerage firm and that, in some instances, Broker may represent prospective purchasers or tenants. Owner desires that the Property be presented to such prospective purchasers or tenants, and acknowledges that the representation of prospective purchasers and tenants by Non-Designated Agents shall not result in a dual agency. In the event that the Designated Agents have any potential conflict of interest (such as Designated Agents acting for a potential purchaser or tenant), then Broker shall disclose such conflict to Owner as soon as practicable after such conflict is discovered, and obtain Owner's written consent to such dual agency. Broker shall not disclose the confidential information of one principal to another, and Broker may accept a fee from each

principal for its services. Owner and Broker agree that all Non-Designated Agents shall be considered "Cooperating Brokers" for purposes of this Agreement.

Designated Agent(s): Stuart Pendley, GA License # 282189
Jim Bob Taylor, GA License # 131216

16. Broker agrees to comply with Georgia's Brokerage Relationships in Real Estate Transactions Act (BRRETA), O.C.G.A. § 10-6A-1, *et seq*
17. Georgia statutory law requires Designated Agent(s) to keep confidential all information received by Designated Agent(s) during the course of the engagement and which is made confidential by an express request or instruction from Owner, unless Owner permits such disclosure by subsequent word or conduct, or such disclosure is required by law. However, disclosures between Designated Agent(s) and any affiliated licensees assisting Designated Agent(s) in representing Owner are not in breach of this duty of confidentiality.
18. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and shall promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to terminate this Agreement upon said notice.
19. In the event that the Property becomes the subject of foreclosure proceedings prior to the expiration of this Agreement, then Broker may, in its sole and absolute discretion (i) suspend this Agreement until such time as Broker may elect, in its sole and absolute discretion, to reinstate this Agreement, or (ii) terminate this Agreement and be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.
20. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.
21. In the event that Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the lesser of twelve percent (12%) per year or the maximum rate permitted in the State of Georgia.
22. In the event that Owner lists the Property with another broker after the expiration or termination of this Agreement, Owner agrees to provide in the subsequent listing agreement that a commission will not be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker under this Agreement. Owner's failure to do so, however, shall not affect Owner's obligations to Broker under this Agreement.
23. Each signatory to this Agreement represents and warrants that (s)he has full authority to sign this Agreement on behalf of the party for whom (s)he signs and that this Agreement binds such party.
24. This Agreement, the Schedule, and any exhibits to this Agreement or the Schedule, constitute the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. Owner and Broker each represent and warrant to the other that in entering into this Agreement, they are not relying upon any discussions, representations, understandings or agreements, other than the matters specifically stated herein. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors, and assignees of the parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.
25. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, Property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

26. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to conflict of law principles.
27. By signing this Agreement, Owner acknowledges having received a copy of the Agency Relationships Policy attached hereto as Exhibit A.
28. This Agreement is subject to approval by the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, and shall be null and void if a final order approving the Agreement is not entered on or before the date that is sixty (60) days after the date of execution of the Agreement.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

Accepted :

CB Richard Ellis, Inc.
Georgia Real Estate License No. 7800

Owner:

By: 

By: _____

Name: Charles Olsen
Sr. Managing Director

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Date: _____

Date: _____

Designated Agents' Name(s) and License Number(s):

Stuart Pendley 282189
Jim Bob Taylor 131216

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Exhibit A

AGENCY RELATIONSHIPS POLICY

Effective January 1, 1994, Georgia adopted the Brokerage Relationships in Real Estate Transaction Act ("BRRETA"), O.C.G.A. § 10-6A-1 *et seq.*, which requires each licensed broker to develop and enforce a brokerage relationships policy, to provide a copy of that policy to all prospective clients and to make certain disclosures to each prospective client before entering into a brokerage engagement relationship. For purposes of BRRETA, a "client" is defined as a person who has entered into a brokerage engagement with a real estate broker and a "customer" is defined as a person who has not entered into a brokerage engagement with a real estate broker, but for whom such broker may perform ministerial acts in a real estate transaction. A "brokerage engagement" means an express written or oral contract wherein a client promises to pay the real estate broker valuable consideration or agrees that a real estate broker may receive valuable consideration from another in consideration of the broker producing a seller, buyer, tenant, or landlord ready, willing and able to sell, buy or rent real property or an interest therein.

BROKERAGE POLICY

CB Richard Ellis, Inc. and its affiliated licensees represent (1) sellers, landlords, buyers and tenants and (2) both sellers and buyers and landlords and tenants under disclosed dual agency for intra-company real estate transactions (for purposes of this Policy, reference to "landlord" or "tenant" includes "sublandlord" and "subtenant", if applicable). In addition, in a specific disclosed transaction, CB Richard Ellis, Inc. and its affiliated licensees may act as a transactional broker for and perform ministerial acts [i.e., acts which do not involve the exercise of its discretion or judgment pursuant to BRRETA § 10-6A-3 (a) (11)] for both seller/landlord and buyer/tenant, without creating an agency relationship with either party.

CB Richard Ellis, Inc. is a full-service national brokerage firm and in some instances CB Richard Ellis, Inc., through one or more of its affiliated licensees, may represent both the seller and buyer or the landlord and tenant in a specific transaction. Such dual agency is permitted under Georgia law if both clients consent. As a result, CB Richard Ellis, Inc. shall provide to each prospective client a dual agency disclosure and consent agreement/letter in order to obtain each client's written consent to the transaction in which it is acting as a dual agent and make such other disclosures as are required by BRRETA § 10-6A-12. In dual agency transactions, CB Richard Ellis, Inc. may, but is not obligated to, assign one of its affiliated licensees to each client in the transaction.

OTHER BROKERAGE RELATIONSHIPS

Prospective client acknowledges that CB Richard Ellis, Inc. is a national full-service brokerage firm and that CB Richard Ellis, Inc. represents a variety of other clients under existing or subsequent brokerage relationships with respect to the sale, purchase or lease of their real property or acquisition or lease of specific real property. At times, another client may wish to purchase or lease property that a prospective client offers for sale or lease. Alternatively, a prospective client may wish to purchase or lease property that another CB Richard Ellis, Inc. client offers for sale or lease. At times, another client may wish to buy or lease the same property that a prospective client wishes to buy or lease, or another client may offer for sale or lease property similar to the property that a prospective client offers for sale or lease. CB Richard Ellis, Inc. will not disclose the confidential information of one of its clients to any other of its clients or customers, except to the extent required by applicable law.

Under Georgia law, when a seller or landlord is a client, CB Richard Ellis, Inc. and its affiliated licensees may still show alternative properties not owned by the client to prospective buyers or prospective tenants. In addition, when a buyer or tenant is a client, CB Richard Ellis, Inc. and its affiliated licensees may still show properties in which the buyer or tenant is interested to other prospective buyers or prospective tenants.

COMMISSION ARRANGEMENTS

CB Richard Ellis, Inc.'s compensation in representing a seller or landlord or when acting as a dual agent in a particular transaction will generally be paid by such sellers or landlords, pursuant to an agency listing agreement or commission agreement. Where CB Richard Ellis, Inc. represents buyers or tenants, CB Richard Ellis, Inc.'s compensation for services rendered to such buyers or tenants will generally be paid by the applicable seller or landlord or its agent, unless specifically agreed to the contrary in writing between CB Richard Ellis, Inc. and the buyer or tenant. CB Richard Ellis, Inc. will advise its clients of its compensation payable in connection with a specific transaction and further will advise and obtain the consent of all parties in the event of compensation from more than one party to a specific transaction.

Generally, CB Richard Ellis, Inc. will cooperate with other licensed brokers who are authorized in writing to represent another party in a transaction; however, CB Richard Ellis, Inc. will not recognize such cooperating brokers as subagents of CB Richard Ellis, Inc.'s clients, unless specifically agreed to in writing with its clients and such cooperating brokers. CB Richard Ellis, Inc.'s compensation to and sharing of commissions with cooperating brokers will be set forth in the applicable agency listing agreement or other commission agreement with its clients, who are responsible for compensating CB Richard Ellis, Inc.

DISCLOSURE STATEMENT AND OTHER INFORMATION AND NOTICES

CB Richard Ellis, Inc., through one or more of its affiliated licensees, shall provide a disclosure statement to all parties to a specific transaction prior to execution of a purchase and sale contract, lease/sublease or other documents regarding a transaction involving real property. The disclosure statement will provide disclosures as to whom CB Richard Ellis, Inc. represents and from whom CB Richard Ellis, Inc. shall receive compensation in any specific transaction. In addition, CB Richard Ellis, Inc. provides to each party to any specific transaction, whether client or customer, additional information and notices which appear on the reverse side of the Disclosure Statement.



SCHEDULE OF SALE AND LEASE COMMISSIONS
CB RICHARD ELLIS, INC.
BROKERAGE AND MANAGEMENT

FOR PROPERTY AT 950 Grayson Highway, Lawrenceville, Georgia 30045

A. SALES:

In consideration of the services to be rendered by Broker to and for the benefit of Owner with respect to the listing for sale and procuring of a purchaser for the Property, Owner agrees to pay Broker a commission in an amount equal to 76% of the gross sales price. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. The commission shall be paid when earned or at the close of escrow through escrow, or if there is no escrow, then upon recordation of the deed; provided, however, that if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event Owner contributes or conveys the Property or any interest therein to a joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property, less the value of the interest in the Property retained by or transferred to Owner, as the case may be, and shall be paid at the time of the contribution or transfer. If Owner is a partnership, corporation, or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

B. LEASES OR SUBLEASES:

Commissions shall be payable upon execution of a lease or sublease by Owner and a tenant, in accordance with the following rate:

One month's rent plus 4% of the remaining lease value.

The above rate is subject to the following provisions:

1. Term of Less Than 1 Year:

If a lease term is less than 12 months, then the commission shall be prorated based upon the number of months included in the lease term.

2. Cooperating Broker:

In the event that a lease is executed between Owner and a tenant which is procured by a licensed real estate broker or salesperson other than Owner's Designated Agent(s), then Owner agrees to pay Broker a leasing commission equal to 150% of the leasing commission described herein. In no event shall the Owner's Designated Agent(s)' portion of a commission to be paid by Owner be less than one-half of the commission amount due, payable, or paid, to the cooperating broker.

3. Option(s) or Right(s) of First Refusal to Renew, Extend Lease or Occupy Additional Space:

If a lease for which a commission is payable hereunder contains: (i) an option(s) or right(s) of first refusal to renew or extend, and a lease term(s) is renewed or extended whether strictly in accordance with the terms of such option(s) or right(s) or otherwise and/or (ii) an option(s) or right(s) of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option(s) or right(s) or otherwise, then Owner shall pay a leasing commission in accordance with the provisions of this Schedule on the additional leased space. Said commission shall be earned and payable at the time the extended term commences or the additional space is occupied, as applicable.

4. Purchase of Property by Tenant:

If a lease for which a commission is payable hereunder contains an option, right of first refusal, or similar right, and a tenant, its successors or assignees, or any agent, officer, employee or shareholder of a tenant purchases the Property, whether strictly in accordance with the terms of such option, right of first refusal, similar right or otherwise during (a) the term of the lease, (b) any extension thereof, or (c) within ninety days after the expiration thereof, then a sales commission shall be calculated and paid in accordance with the provisions of Section A above; provided however, that there shall be a credit against such sales commission in the amount of lease commissions previously paid to Broker relating to that portion of the purchaser's lease term which is canceled by reason of such sale. In no event shall such credit exceed the amount of such sales commission.

5. Subleases:

In the event Sublessor is relieved of liability for future rent under the Master Lease, whether by cancellation or otherwise, Broker's commission shall be calculated using the rates/percentages set forth above as applied to the Sublessor's savings or the value of any liability from which the Sublessor is relieved.

The provisions hereof are subject to the terms and provisions of any Exclusive Sales Listing Agreement, Exclusive Leasing Listing Agreement, Exclusive Subleasing Listing Agreement, Exclusive Representation Agreement or other agreement to which this Schedule may be attached and which is executed by the parties hereto.

In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the lesser of twelve percent (12%) per year or the maximum rate permitted in the state in which the office of Broker executing this Schedule is located. If Broker is required to institute legal action against Owner relating to this Schedule or any agreement to which it is attached, the prevailing party in such legal action shall be entitled to recover its expenses, including the costs of any legal proceeding and reasonable attorneys' fees, from the non-prevailing party.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in the Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, including, without limitation, the commission obligations set forth hereinabove, unless the purchaser or transferee assumes all of such obligations in writing. The term "Owner" as used herein shall be deemed to include the owner of the Property, a party under contract to acquire the Property, a tenant under a ground lease and a tenant of the Property wishing to effect a sublease, lease assignment, or lease cancellation. The term "tenant" as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term "lease" shall be deemed to include a sublease or lease assignment.

In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner or Broker's performance hereunder, Owner and Broker agree that such dispute shall be resolved by the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.

This Agreement is subject to approval by the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, and shall be null and void if a final order approving the Agreement is not entered on or before the date that is sixty (60) days after the date of execution of the Agreement.

BROKER:

CB Richard Ellis, Inc.
Georgia Real Estate License No. 7800

By:  _____

Name: **Charles Olsen**
Sr. Managing Director

Title: _____

Address: _____

Telephone: _____

Date: _____

OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Designated Agents' Name(s) and License Number(s):

Stuart Pendley 282189
Jim Bob Taylor 131216

07.01.09

EXHIBIT B

AFFIDAVIT OF
CHARLES OLSEN
PURSUANT TO RULE 2014 OF THE
FEDERAL RULES OF
BANKRUPTCY PROCEDURE

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

In re:

Chapter 11

HOME AMERICA MORTGAGE, INC.,

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

Debtor.

AFFIDAVIT OF CHARLES OLSEN IN SUPPORT OF
HOME AMERICA MORTGAGE, INC.'S APPLICATION TO
EMPLOY CB RICHARD ELLIS, INC. AS REAL ESTATE BROKER

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Charles Olsen with the firm of CB Richard Ellis, Inc., who, being duly sworn, deposes and says:

1. I am Charles Olsen, the Sr. Managing Director of CB Richard Ellis, Inc. ("CBRE") maintaining offices at 3280 Peachtree Road, Ste. 1400, Atlanta, GA 30305. I submit this affidavit in support of the application ("Application") of Home America Mortgage, Inc. (the "Debtor") for entry of an order authorizing the retention of CBRE as its real estate broker.

2. CBRE is a "disinterested person" within the meaning of 11 U.S.C. § 101(14). CBRE has no business, professional or other connection with the Debtor herein or with its attorneys, and does not represent, nor will it represent, an interest adverse to the estate in the matters in which it is to be engaged.

3. That neither I nor CBRE nor any of its officers or directors have any connection to the Debtor, the Debtor's estate, or the U.S. Trustee's Office.

4. CBRE maintains records on all of its clients. CBRE has reviewed such records as well as the entities listed on the Debtor's local rule party in interest list.

5. That I have read the Application of the Debtor regarding the retention and compensation of CBRE and agree to be bound by the terms and conditions represented therein.

6. The property proposed to be marketed and sold will not be sold without order of this Court.

7. That I further understand that the Court, in its discretion, may alter the terms and conditions of employment and compensation as it deems appropriate.

8. This concludes my Affidavit.

CB RICHARD ELLIS, INC.

By: Charles Olsen

Charles Olsen

Its: SMD

SWORN TO AND SUBSCRIBED BEFORE ME this 2nd day of March, 2010, by Charles Olsen, who is personally known to me or produced Georgia license as identification, and who took an oath.

Kira L. Broyard
Notary Public State of Georgia (printed)

Kira L. Broyard
Name (signed)
My Commission Expires