

UNITED STATES BANKRUPTCY COURT
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

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

Applicable Debtor.

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

**DEBTOR TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.'S APPLICATION FOR AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF CROWE
HORWATH LLP AS TAX ADVISORS**

TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as debtor and debtor-in-possession (“TBW” or the “Debtor”), by and through its undersigned counsel, hereby files its Application for an Order Authorizing the Retention and Employment of Crowe Horwath LLP as Tax Advisors (the “Application”) and requests, pursuant to 11 U.S.C. §§ 327 and 328 and Federal Rule of Bankruptcy Procedure 2014, that the Court enter an order authorizing the Debtor’s employment of Crowe Horwarth LLP (“Crowe Horwath”) *nunc pro tunc* to September 16, 2010 for the purpose of providing accounting and tax consulting services to the Debtor. In support of this Application, the Debtor respectfully represents as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. The subject matter of this Application is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408.

2. The statutory predicates for the relief sought in this Application are Sections 105, 327, and 328 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”).

Background

3. On August 24, 2009 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been appointed in this case.

6. On September 11, 2009, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors.

Relief Requested

7. By this Application, the Debtor seeks the authority to employ and retain Crowe Horwath as tax advisors for the purposes of providing tax and accounting services to the Debtor in connection with certain matters set forth below and more fully described in the engagement letter attached hereto as **Exhibit A**. The Debtor executed the engagement letter, subject to this

Court's approval, on September 16, 2010 and thus requests that the engagement be approved as of that date.

Basis for Relief Requested

8. The Debtors, with Official Committee of Unsecured Creditors as a co-proponent, have recently filed (on September 21, 2010) a plan of liquidation ("Plan") and related disclosure statement ("Disclosure Statement"). The Plan contemplates the formation of a liquidating trust as well as the creation of certain reserves and accounts to assist in the administration of TBW's assets amongst its creditors as well as the administration of the assets of TBW's co-debtors.

9. In connection with the above-described activities, TBW will be confronted with numerous tax issues. TBW requires knowledgeable accountants and tax advisors to render the essential professional services regarding these issues. Crowe Horwath has extensive expertise and knowledge in the fields of accounting, financial advisory, and tax consulting and is, therefore, well-suited to serve TBW.

A. Qualifications

10. Crowe Horwath is full-service public accounting and consulting firm with over twenty-five (25) offices and 2,400 staff. The firm provides, among other things, auditing services, accounting advice, financial consulting, forensic services, and tax consulting to clients in a variety of industries.

B. Services to be Rendered

11. TBW requires the retention of Crowe Horwath to provide tax and accounting-related services in two primary areas: (i) tax considerations related to the Plan and Disclosure

Statement and (ii) the formation of the liquidating trust and other potential vehicles with which to administer the Debtor's assets. The services to be rendered by Crowe Horwath include, but are not limited to, the following:

- a. Provide tax consulting services with respect to the Plan and Disclosure Statement;
- b. Provide assistance in the formation of a liquidating trust contemplated by the Plan and/or other trusts, funds, reserves, or accounts to administer the Debtor's estates for a distribution to their creditors;
- c. Provide analysis of federal, state, local, and foreign tax issues in connection with the formation of a liquidating trust, operation of the trust, sale or disposition of trust assets, settlement of claims against the trust, settlement of causes of action against the trust, distribution of trust assets to claimants/beneficiaries and termination of the trust; and
- d. Provide other accounting tasks and financial advisory services as necessary.

C. Compensation

12. Subject to the Court's approval, Crowe Horwath will seek compensation from TBW for its services on an hourly basis in accordance with its ordinary and customary rates for matters of this type in effect on the date such services are rendered, and for reimbursement of all costs and expenses incurred in connection with the provision of such services. The ranges of hourly rates billed by Crowe Horwath for services are currently as follows:

- a. Staff: \$85.00-\$170.00
- b. Senior Staff: \$90.00-\$150.00
- c. Manager: \$100.00-\$240.00
- d. Senior Manager: \$100.00-\$255.00
- e. Other Partners: \$375.00-\$385.00

13. The individuals expected to be directly engaged in providing services to the Debtor, and their hourly rates, are set forth as follows:

- a. David Agler: \$580.00
- b. David Gottlieb: \$575.00
- c. Alan Kahn: \$385.00
- d. Josh Teeple: \$295.00

D. Connections with Parties-in-Interest and Possible Conflicts of Interest

14. Attached hereto as **Exhibit B** is an Affidavit of David Gottlieb Pursuant to Rule 2014 of the Bankruptcy Rules (the "Gottlieb Affidavit").

15. To the best of TBW's knowledge, and except as set forth herein and in the Gottlieb Affidavit, the partners, staff and associates of Crowe Horwath (i) do not have any connection with TBW, its affiliates, creditors or any other parties-in-interest, or their respective attorneys or accountants; (ii) are "disinterested persons" as that term is defined in section 101(14) of the Bankruptcy Code; and (iii) do not hold or represent any interest adverse to the Debtors or their estates with respect to matters as to which it is to be employed.

16. Bankruptcy Code section 327(a) provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

17. Bankruptcy Code section 328(a) provides, in relevant part, as follows:

The trustee . . . with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . of this title . . . on any

reasonable terms and conditions of employment, including on a retainer, on an hourly basis, or on a contingent basis.

18. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of financial advisors . . . or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee.

19. As more fully set forth in the Gottlieb Affidavit and to the best TBW's knowledge, Crowe Horwath is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, TBW believes that the employment of Crowe Horwath, on the terms and conditions set forth herein, is necessary, essential, and in the best interests of its bankruptcy estate, its co-debtors' bankruptcy estates, creditors and other parties-in-interest.

20. No previous application for the relief sought herein has been made to this or any other court.

21. Notice of this Application has been provided to the Office of the United States Trustee and to the Official Committee of Unsecured Creditors.

WHEREFORE, TBW respectfully requests that the Court enter an order authorizing the retention of Crowe Horwath *nunc pro tunc* to September 16, 2010 as accounting and tax advisors to TBW and providing such other and further relief as the Court deems just.

Dated this 22nd day of September 2010.

[Signatures located on the following page]

/s/ Jeffrey W. Kelley

Jeffrey W. Kelley (GBN 412296)
jeffrey.kelley@troutmansanders.com

TROUTMAN SANDERS LLP

Bank of America Plaza

Suite 5200

600 Peachtree Street, N.E.

Atlanta, Georgia 30308-2216

Telephone No.: (404) 885-3000

Facsimile No.: (404) 885-3900

Special Counsel for Debtor

-and-

Edward J. Peterson, III (FBN 014612)

epeterson@srbp.com

STICHTER, RIEDEL, BLAIN & PROSSER, P.A.

110 East Madison Street, Suite 200

Tampa, Florida 33602

Telephone: (813) 229-0144

Facsimile: (813) 229-1811

Attorneys for the Debtor

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., REO SPECIALISTS,
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Debtor Taylor, Bean, & Whitaker Mortgage Corp.'s Application for an Order Authorizing the Retention and Employment of Crowe Horwath LLP as Tax Advisors* was served electronically upon those persons or entities receiving electronic service of pleadings in the instant case through the Court's CM/ECF system.

on this 22nd day of September 2010.

/s/ Jeffrey W. Kelley
Attorney

EXHIBIT A



Crowe Horwath LLP
Independent Member Crowe Horwath International

15233 Ventura Boulevard, Ninth Floor
Sherman Oaks, California 91403-2250
Tel 818.501.5200
Fax 818.907.9632
www.crowehorwath.com

September 10, 2010

Mr. Neil Luria, Chief Restructuring Officer
Taylor, Bean & Whitaker Mortgage Corp., Its Subsidiaries and Affiliates
C/O Navigant Capital Advisors, LLC
5215 Old Orchard Road, Suite 850
Skokie, IL 60077

Dear Mr. Luria:

We are pleased to be retained by you as accounting and tax consultants and advisors effective the date in which Crowe Horwath LLP ("Crowe") began providing services. We are not currently aware of having a conflict of interest with any of the presently identified parties. We will maintain confidentiality of all information and documentation received in the course of our work and will abide by all court orders regarding the disclosure of information related to this matter.

The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

SERVICES

We will perform the following services on your behalf:

- 1) Provide tax consulting services with respect to the drafting of the Taylor Bean & Whitaker Mortgage Corp.'s (and related debtors) Plan of Liquidation and the related Disclosure Statement (the "Plan");
- 2) Provide assistance in formation of a liquidating trust contemplated by the Plan (the "Liquidating Trust"), including disputed ownership fund(s) and/or other trusts, funds, reserves and accounts to administer the estate's assets for creditors;
- 3) Analysis of federal, state, local and foreign tax issues in connection with the formation of the Liquidating Trust, including issues related to operation of the Trust, sale or disposition of Trust assets, settlement of claims against the Trust, settlement of causes of action against the Trust, distribution of Trust assets to claimants/beneficiaries and termination of the Trust;
- 4) Such other accounting tasks and financial advisory services that may be required.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Mr. Neil Luria
c/o Navigant Capital Advisors, LLC
September 10, 2010
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Crowe has performed services for several creditors in the past and has disclosed their names and services provided on Exhibit 1 to this letter. Crowe believes that it is disinterested within the meaning of the Bankruptcy Code.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us.

FEES

Fees for the services described above, which are adjusted at least annually, are based on the amount of time expended by our personnel at hourly rates for this type of work plus reasonable expenses as incurred. Travel will be billed at standard hourly rates. The hourly rates for the professionals working on this matter are attached hereto.

Our billings for services requested and out of pocket expenses incurred will be submitted in conjunction with fee applications to the United States Bankruptcy Court, Middle District of Florida, at such time as other professionals seek compensation. We will present our invoices with detailed time entries which will also be summarized by category, by professional and by month and time of services.

You agree to be responsible to: make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee our services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

You should be aware that certain information discussed with members of Crowe who are federally authorized tax practitioners or their agents for the purpose of obtaining our advice on tax matters may be privileged from disclosure in any non-criminal tax matters before the Internal Revenue Service and in non-criminal proceedings in Federal court that stem from matters before the Internal Revenue Service, if the United States is a party to the proceedings. Because you are solely responsible for managing the recognition, establishment and maintenance of the confidentiality privilege, you must notify Crowe if you wish to invoke the confidentiality privilege and we will cooperate with your reasonable and proper instructions relating to the confidentiality privilege. Circumstances may arise under which you may wish to divulge or have Crowe divulge privileged information to other parties. You should be aware that such disclosure might result in a waiver of the privilege. Accordingly, if you wish Crowe to divulge such information, we shall require you to provide Crowe in advance with written authority to do so. In addition, if it is ultimately determined that a significant purpose of the tax matter was to avoid or evade any U.S. federal income tax, you should be aware that the privilege under Section 7525 of the Internal Revenue Code will not apply to any communications between you and Crowe.

In the event that Crowe receives a request from a third party, including the IRS, (including a subpoena, summons or discovery demand or request) calling for the production of privileged information, Crowe will notify you and will follow your reasonable instructions regarding any third party requests for such material before we will disclose same as may be required under applicable laws or rules. You hereby undertake to hold Crowe harmless from and be responsible for any expenses (including attorney's fees, court costs, costs incurred by outside advisors and any other cost imposed whether by way of penalty or otherwise) incurred by Crowe as a result of your assertion of the privilege, your direction to Crowe to assert the privilege on your behalf or in the event that Crowe shall determine that it is required by applicable law or rules to assert the privilege without having received a direction from you.

* * * * *

Mr. Neil Luria
c/o Navigant Capital Advisors, LLC
September 10, 2010
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This engagement letter and the attached Crowe Engagement Terms reflect the entire agreement between us relating to the services covered by this letter. The headings included in this letter are to assist in ease of reading only; the letter and attachment are to be construed as a single document, with the provisions of each section applicable throughout. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter. The agreements of ~~The Bank~~ and Crowe contained in this engagement letter shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. This agreement shall be interpreted and construed under, and governed by the internal laws of the State of California, without regard for choice of law principles.

If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. If you have any questions, please contact David Gottlieb at 818-501-5200.

Crowe Horwath LLP



By: David K. Gottlieb

I have reviewed the arrangements outlined above and in the attached Crowe Engagement Terms, and I accept on behalf of Taylor, Bean & Whitaker Mortgage Corp., Its Subsidiaries and Affiliates.

Signature:



Printed Name:

Neil F. Luria

Title:

Chief Accounting Officer

Date:

9/16/10

Crowe Engagement Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us timely with the information we request and to make your employees available for our questions. You will also provide our personnel with access to the Internet (if available). The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay.

If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or withdrawing from the engagement.

THIRD PARTY PROVIDER - We may use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information. The terms of our engagement letter and these engagement terms shall apply to any third party provider.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. You agree not to disclose any confidential material you obtain from us without our prior written consent, except to the extent such disclosure is an agreed objective of this engagement. Your use of our work product shall be limited to its stated purpose and to your business use only. We retain the right to use the ideas, concepts, techniques, industry data, and know-how we use or develop in the course of the engagement. You agree to the use of fax, email, and voicemail to communicate both sensitive and non-sensitive matters; provided, however, that nonpublic personal information regarding your customers or consumers shall not be communicated by unencrypted email.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

PUBLICATION - You agree to obtain our specific permission before using our report or our firm's name in a published document, and you agree to submit to us copies of such documents to obtain our permission before they are filed or published.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of Crowe to you shall not include any special, indirect, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

LIMIT OF LIABILITY - The provisions of this section establishing a limit of liability will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. With respect to any services or work product or this engagement in general, the liability of Crowe and its personnel shall not exceed the fees we receive for the portion of the work giving rise to liability. A claim for a return of fees paid shall be the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This limitation of liability shall also apply after termination of this agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS - The provisions of this section for indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, you agree to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This indemnification shall also apply after termination of this agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS - No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS - In no event shall any action against you or Crowe, arising from or relating to this engagement letter or the services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS - If we are requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you and we are not a named party to the proceeding, you will reimburse us for our professional time, plus out-of-pocket expenses, as well as reasonable attorney fees we incur in responding to such request.

MEDIATION - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between you or any of your affiliates or principals, and Crowe, and if the dispute cannot be settled through negotiation, you and Crowe agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. The results of mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation shall be shared equally by both parties.

JURY TRIAL - In the unlikely event that differences concerning our services or fees arise between us that are not resolved by mutual agreement or mediation, you and we agree to waive a trial by jury to facilitate judicial resolution and save the time and expense of both parties.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

AFFILIATES - Crowe Horwath LLP is a member of Horwath International Association, a Swiss association (Horwath). Each member firm of Horwath is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Horwath or any other member of Horwath and specifically disclaim any and all responsibility or liability for acts or omissions of Horwath or any other member of Horwath. Horwath does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

BILLING RATES

David Agler	580.00
David Gottlieb	575.00
Alan Kahn	385.00
Josh Teeple	295.00
Staff	85.00 – 170.00
Senior Staff	90.00 – 150.00
Manager	100.00 – 240.00
Senior Manager	100.00 - 255.00
Other Partners	375.00 - 385.00

EXHIBIT 1
CREDITORS/RELATED PARTIES FOR WHICH CROWE HAS PERFORMED SERVICES

Name	Description of Services
Bank of America, N.A.	<p>Bank of America provided (and may still provide) a credit facility for Cancer Treatment Centers of America ("CTCA"). The Bank engaged Crowe to perform agreed upon procedures relating to the borrowing base components at CTCA.</p> <p>Crowe is also presently retained by Mayer Brown LLP, a law firm specializing in regional and international transactions and litigation. Crowe is retained with respect to investigation of the use of funds provided by the Bank, as the lead bank in a syndicate of banks, to a real estate developer building a large mixed-use commercial building complex.</p>
Bayview Financial Trading Group, L.P.	Crowe provided limited outsourced internal audit services. Bayview is currently not an active client
Cole Taylor Bank	Crowe provides various risk consulting services, primarily consisting of IT audit outsourcing and loan review services. Crowe also has involvement in various projects as the client directs, consisting primarily of due diligence, regulatory compliance and internal audit services.
Douglas Emmett	Douglas Emmett is not a client, but Crowe's Los Angeles office currently has a landlord-tenant relationship with this real estate management company.
Federal Deposit Insurance Corporation ("FDIC")	<p>Crowe has been contracted to perform a material loss review of Community Bank & Trust of Cornelia, GA, on behalf of the FDIC Office of Inspector General ("OIG"). The OIG has contracted with various firms, including Crowe, to complete such reviews on their behalf, due to a volume and resource issue within the FDIC OIG. Crowe's report was completed and issued earlier this month.</p> <p>Crowe also has a contract with the FDIC to perform work related to loan servicing. Crowe has been awarded three task orders to date, and the banks related to the task orders are AMTrust Bank in Ohio, BankUnited in Florida and Peoples First Bank in Florida. These entities are all failed banking institutions. Work is focused on analysis and testing related to the servicing of mortgage loans by the banks acquiring the assets of these failed institutions and determining if these acquiring institutions are servicing those loans to industry standards. Crowe has a current contract, through a joint venture, with the FDIC to test loan servicing at various institutions on mortgage loans that are either covered by loss share agreements or where the FDIC owns the loan servicing right assets.</p>
Florida Choice Bank	Crowe was engaged for consultation with regards to matters concerning general controls, internet banking issues, and matters concerning the Gramm Leach Bliley Act (GLBA) on development and maintenance of administrative, technical and physical safeguards for protection of customer information.

GE Capital	Pertaining to GE Capital Railcar, Crowe performed an audit of a rent schedule with respect to the leasing of railcars. The audit was related to the calculation of rent under the agreement and the calculation of additional rent. Crowe performed the audit for years 2003 through 2008. Crowe is currently negotiating on an engagement for the period January 2009 through May 31, 2010.
Guaranty Bank	Crowe was engaged to perform outsourced internal audit services through year 2009 for First Guaranty Bank. First Guaranty Bank is no longer an active client.
Harris National Association	Crowe provides assistance with assessment and related documentation of key processes related to various operational functions. These are matters relating to process discovery and documentation for specific lending activities. Crowe also assisted in the past with implementing compliance with BASEL II (Basel Accords – recommendations on banking laws and regulations issued by the Basel Committee on Banking Supervision). Lastly, Crowe provided assistance regarding Harris' automotive auction company client. Crowe evaluated Harris' position and the company's ability to service debt.
Mercantile Bank	For Mercantile Bank Corporation, Crowe provided external audit services and related financial accounting consulting, as well as regulatory compliance consulting. Crowe also currently provides tax return compliance services, and various tax consulting services, including services involving three property tax assessment appeals.
	Crowe also provides agreed upon procedures involving Mercantile Bankcorp, Inc., regarding loan collateral, accounts receivable and inventory.
Taylor Bean & Whittaker Mortgage Corp.	Current recordkeeping services with regards to its employee stock ownership plan.
The Bank of New York Mellon Trust Company, N.A.	Crowe provided internal audit staff augmentation for internal audits of the Bank's trust/wealth management areas. Crowe currently does not have an open engagement.
The Farmers Bank	Crowe is engaged to provide information risk management consulting services with respect to the Bank's use of a computer software application, developed by Crowe.
U.S. Bank National Association	Crowe provides ongoing services in connection with U.S. Bank's dealership loan operations.
UBS Real Estate Securities, Inc.	Crowe was retained by UBS in order to assist with analysis regarding fund advances that the client made to a borrower. Crowe monitored the disposition of their advances and monitored rent and other income and expense items. Crowe completed the project.
USAmeriBank	Crowe performed audit, tax and consulting work for USAmeriBankcorp until approximately July 2010.
Wells Fargo Bank, N.A.	Crowe was retained to assist with matters regarding a small foundation (not-for-profit) of which Wells Fargo is the Administrator. Crowe prepared the foundation's federal and state tax returns for Wells Fargo's client.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER
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**RULE 2014 VERIFICATION OF CROWE HORWATH LLP WITH REGARD TO
THE EMPLOYMENT AS TAX ADVISORS TO TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.**

I, David K. Gottlieb, hereby declare:

1. I am a certified public accountant, duly licensed to practice in the State of California.

2. I am a partner with the accounting firm of Crowe Horwath LLP (the "Firm"), which maintains an office at 15233 Ventura Boulevard, 9th Floor, Sherman Oaks, California 91403. I submit this verified statement, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure, in support of Debtor Taylor, Bean & Whitaker Mortgage Corp.'s ("TBW") Application for an Order Authorizing the Retention and Employment of Crowe Horwath LLP as Tax Advisors (the "Application").

1 3. I am not a creditor, an equity security holder or an insider.

2
3 4. To the best of my knowledge, neither I nor the Firm nor any member
4 thereof has a pre-petition or other claim against the Debtor.

5
6 5. To the best of my knowledge, neither I nor the Firm nor any member
7 thereof has any connection with any insider of the Debtor.

8
9 6. To the best of my knowledge, neither I nor the Firm nor any member
10 thereof has ever represented the Debtor or any related debtor in a bankruptcy case in this
11 or any other court. Neither I nor the Firm nor any member thereof now represents a
12 related debtor.

13
14 7. I have reviewed the petition and other documents filed by the Debtor. To
15 the best of my knowledge, the Firm has no connections with the U.S. Trustee, or any
16 persons employed by the U.S. Trustee, TBW, TBW's creditors, or other parties in interest,
17 including their respective attorneys or accountants, other than as described in this verified
18 statement, as stated below. Accordingly, at the present time, I believe that the Firm is a
19 "disinterested person" as that term is defined by the Bankruptcy Code.
20

21
22 8. In the spirit of full disclosure and in abundance of caution, I hereby
23 disclose the following relationships:

24
25 a. *Taylor Bean & Whittaker Mortgage Corp.* Current recordkeeping
26 services with regards to its employee stock ownership plan.

27 / / /

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1 b. *Federal Deposit Insurance Corporation ("FDIC")*. The Firm has
2 been contracted to perform a material loss review of Community Bank & Trust of
3 Cornelia, GA, on behalf of the FDIC Office of Inspector General ("OIG"). The OIG has
4 contracted with various firms, including Crowe, to complete such reviews on their behalf,
5 due to a volume and resource issue within the FDIC OIG. The Firm's report was
6 completed and issued earlier this month.

7
8
9 The Firm also has a current contract with the FDIC to perform work
10 related to loan servicing. The Firm has a contract, through a joint venture, to test
11 mortgage loan servicing at various institutions that are either covered by loss share
12 agreements or where the FDIC owns the loan servicing right assets.

13
14 c. *The Bank of New York Mellon Trust Company, N.A.* The Firm
15 provided internal audit staff augmentation for internal audits of the Bank's trust/wealth
16 management areas. The Firm currently does not have an open engagement.

17
18 d. *Mercantile Bank*. For Mercantile Bank Corporation, the Firm
19 provided external audit services and related financial accounting consulting, as well as
20 regulatory compliance consulting. The Firm also currently provides tax return compliance
21 services, and various tax consulting services, including services involving three property
22 tax assessment appeals.

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24
25 The Firm also provides agreed upon procedures involving Mercantile
26 Bankcorp, Inc., regarding loan collateral, accounts receivable and inventory.

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1 e. *Bank of America, N.A.* Bank of America provided (and may still
2 provide) a credit facility for Cancer Treatment Centers of America ("CTCA"). The Bank
3 engaged the Firm to perform agreed upon procedures relating to the borrowing base
4 components at CTCA.
5

6 The Firm is also presently retained by Mayer Brown LLP, a law
7 firm specializing in regional and international transactions and litigation. The Firm is
8 retained with respect to investigation of the use of funds provided by the Bank, as the lead
9 bank in a syndicate of banks, to a real estate developer building a large mixed-use
10 commercial building complex.
11

12
13 f. *USAmeriBank.* The Firm performed audit, tax and consulting work
14 for USAmeriBancorp until approximately July 2010.
15

16 g. *Cole Taylor Bank.* The Firm provides various risk consulting
17 services, primarily consisting of IT audit outsourcing and loan review services. The Firm
18 also has involvement in various projects as the client directs, consisting primarily of due
19 diligence, regulatory compliance and internal audit services.
20

21 h. *The Farmers Bank.* The Firm is engaged to provide information
22 risk management consulting services with respect to the Bank's use of a computer
23 software application, which was developed by the Firm.
24

25 i. *Guaranty Bank.* The Firm was engaged to perform outsourced
26 internal audit services through year 2009 for First Guaranty Bank. First Guaranty Bank is
27 no longer an active client.
28

1 k. *Harris National Association.* The Firm provides assistance with
2 assessment and related documentation of key processes related to various operational
3 functions. These are matters relating to process discovery and documentation for specific
4 lending activities. The Firm also assisted in the past with implementing compliance with
5 BASEL II (Basel Accords – recommendations on banking laws and regulations issued by
6 the Basel Committee on Banking Supervision). Lastly, the Firm provided assistance
7 regarding Harris' automotive auction company client. The Firm evaluated Harris'
8 position and the company's ability to service debt.
9
10

11 l. *Florida Choice Bank.* The Firm was engaged for consultation with
12 regards to matters concerning general controls, internet banking issues, and matters
13 concerning the Gramm Leach Bliley Act (GLBA) on development and maintenance of
14 administrative, technical and physical safeguards for protection of customer information.
15
16

17 m. *UBS Real Estate Securities, Inc.* The Firm was retained by UBS in
18 order to assist with analysis regarding fund advances that the client made to a borrower.
19 The Firm monitored the disposition of their advances and monitored rent and other income
20 and expense items. The Firm completed the project.
21

22 n. *Wells Fargo Bank, N.A.* The Firm was retained to assist with
23 matters regarding a small foundation (not-for-profit) of which Wells Fargo is the
24 Administrator. The Firm prepared the foundation's federal and state tax returns for Wells
25 Fargo's client.
26

27 o. *U.S. Bank National Association.* The Firm provides ongoing
28 services in connection with U.S. Bank's dealership loan operations.

1 p. *Bayview Financial Trading Group, L.P.* The Firm provided limited
2 outsourced internal audit services. Bayview is currently not an active client.

3
4 q. *GE Capital.* Pertaining to GE Capital Railcar, the Firm performed
5 an audit of a rent schedule with respect to the leasing of railcars. The audit was related to
6 the calculation of rent under the agreement and the calculation of additional rent. The
7 Firm performed the audit for years 2003 through 2008. The Firm is currently negotiating
8 on an engagement for the period January 2009 through May 31, 2010.

9
10 r. *Douglas Emmett.* Douglas Emmett is not a client, but the Firm's
11 Los Angeles office currently has a landlord-tenant relationship with this real estate
12 management company.
13

14
15 9. The records upon which the above-described connections were derived are
16 maintained and were created by the Firm in the ordinary course of business, and I believe
17 them to be accurate.

18
19 10. To the best of my knowledge, the Firm does not hold or represent any
20 interest adverse to TBW, its estate, or its creditors, with respect to the matters on which
21 the Firm is to be employed. I have made a reasonable effort to discover the possibility of
22 conflicts. If I discover any information that is contrary to or supplemental to statements
23 made herein, I will promptly disclose such information to the Court and the U.S. Trustee.

24
25 11. The foregoing constitutes the statement of the Firm pursuant to section 327
26 of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure.

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28

1 12. I declare under penalty of perjury that the foregoing is true and correct.
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3 Executed at Sherman Oaks, California on September 15, 2010.
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9 David K. Gottlieb
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