

Order of the Bankruptcy Court, any objections to Claims or Interests by the Plan Trustee shall be Filed and served on or before the later of (i) one year after the Effective Date, or (ii) 2 years after the Petition Date, provided that the Plan Trustee may request (and the Bankruptcy Court may grant) extensions of such deadline, or of any Bankruptcy Court approved extensions thereof, by Filing a motion with the Bankruptcy Court without any requirement to provide notice to any party, based upon a reasonable exercise of the Plan Trustee's business judgment. A motion seeking to extend the deadline to object to any Claim shall not be deemed an amendment to this Plan.

### **C. SERVICE OF OBJECTIONS**

An objection to a Claim or Interest shall be deemed properly served on the Holder of such Claim or Interest if the Plan Trustee effects service by any of the following methods: (i) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) to the extent counsel for such Holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or Interest or other representative identified on the Proof of Claim or Interest or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on behalf of such Holder in the Chapter 11 Cases.

### **D. DETERMINATION OF CLAIMS**

Except as otherwise agreed by the Plan Proponents or the Plan Trustee, any Claim as to which a Proof of Claim or motion or request for payment was timely Filed in the Chapter 11 Cases, or deemed timely Filed by Order of the Bankruptcy Court, may be adjudicated or otherwise liquidated pursuant to (i) an Order of the Bankruptcy Court, (ii) applicable bankruptcy law, (iii) agreement of the parties without the need for Bankruptcy Court approval, (iv) applicable non-bankruptcy law, or (v) the lack of (a) an objection to such Claim, (b) an application to equitably subordinate such Claim or (c) an application to otherwise limit recovery with respect to such Claim, Filed by any of the Plan Proponents, the Plan Trustee, or any other party in interest on or prior to any applicable deadline for Filing such objection or application with respect to such Claim. Any such Claim so determined and liquidated shall be deemed to be an Allowed Claim for such liquidated amount and shall be satisfied in accordance with this Plan. Nothing contained in this Article 8 shall constitute or be deemed a waiver of any rights, interests, objections or Causes of Action that any of the Plan Proponents or the Plan Trustee may have against any Person in connection with or arising out of any Claim, including without limitation any rights under 28 U.S.C. § 157.

### **E. NO DISTRIBUTIONS ON DISPUTED CLAIMS PENDING ALLOWANCE**

No payments or Distributions shall be made with respect to all or any portion of a Disputed Claim, including any Distribution of Assets securing such Disputed Claim or as to which there are competing claims of ownership, unless and until (i) all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, (ii) the Disputed Claim has become an Allowed Claim, and (iii) all conflicting Lien or ownership rights in any Assets securing or evidencing such Allowed Claim have been settled

or withdrawn or have been determined by a Final Order; provided, however, that in the event that (a) a portion of such Claim is an Allowed Claim, or (b) a portion of the Assets securing or evidencing any Claim is not subject of conflicting Claims of Lien or ownership rights, the Plan Trustee may, in his discretion, make a Distribution pursuant to the Plan on account of the portion of such Claim that is an Allowed Claim and the portion of such Assets as to which there are no conflicting Claims.

**F. CLAIMS ESTIMATION FOR DISPUTED CLAIMS**

In order to effectuate Distributions pursuant to this Plan and avoid undue delay in the administration of the Chapter 11 Cases, any of the Plan Proponents (if before the Effective Date) and the Plan Trustee (if on or after the Effective Date), after notice and a hearing (which notice may be limited to the Holder of such Disputed Claim), shall have the right to seek an Order of the Bankruptcy Court, pursuant to § 502(c) of the Bankruptcy Code, estimating or limiting the amount of (i) property that must be withheld from or reserved for Distribution purposes on account of any Disputed Claim, (ii) such Claim for Claim allowance or disallowance purposes, or (iii) such Claim for any other purpose permitted under the Bankruptcy Code; provided, however, that the Bankruptcy Court shall determine (i) whether such Claims are subject to estimation pursuant to § 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any.

**G. ALLOWANCE OF CLAIMS SUBJECT TO § 502 OF THE BANKRUPTCY CODE**

Allowance of Claims shall be in all respects subject to the provisions of § 502 of the Bankruptcy Code, including without limitation subsections (b), (d), (e), (g), (h), and (i) thereof.

**ARTICLE 9.**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES;  
EMPLOYEE BENEFIT PLANS**

**A. REJECTION OF UNASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

On the Effective Date, except for any Executory Contract (i) that was previously assumed or rejected by an Order of the Bankruptcy Court or otherwise pursuant to § 365 of the Bankruptcy Code or (ii) that is subject to a pending motion to assume or reject before the Bankruptcy Court, each Executory Contract entered into by any of the Debtors prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, shall be rejected pursuant to §§ 365 and 1123 of the Bankruptcy Code, effective as of the Confirmation Date. The Confirmation Order shall constitute an Order of the Bankruptcy Court approving such rejection pursuant to §§ 365 and 1123 of the Bankruptcy Code as of the Confirmation Date.

## **B. EMPLOYEE BENEFIT PLANS**

Without limiting the generality of Article 9.A above, and for the avoidance of doubt, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their employees, retirees and non-employee directors and the employees and retirees of their subsidiaries, including all savings plans, retirement plans, pension plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life and accidental death and dismemberment insurance plans, shall be deemed and treated as Executory Contracts that are rejected by the Debtors pursuant to the Plan and § 365 of the Bankruptcy Code as of the Effective Date.

## **C. REJECTION DAMAGES BAR DATE**

Except to the extent that another Bar Date applies pursuant to an order of the Bankruptcy Court, any Proofs of Claim with respect to a Claim arising from the rejection of Executory Contracts under this Plan (including Claims under § 365(d)(3) of the Bankruptcy Code) 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, within 30 days after the Effective Date, 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. Nothing in this Plan extends or modifies any previously applicable Bar Date.

## **D. INSURANCE POLICIES**

**1. Assumption or Rejection.** To the extent that any or all of the insurance policies described in the Plan Supplement (the "Designated Insurance Policies") are considered to be Executory Contracts, then notwithstanding anything contained in this Plan to the contrary, this Plan shall constitute a motion to assume the Designated Insurance Policies in connection with this Plan and to assign them to the Plan Trust. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption and assignment pursuant to § 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtors, the Estates, and all parties in interest in the Chapter 11 Cases. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each Designated Insurance Policy. To the extent that the Bankruptcy Court determines otherwise with respect to any Designated Insurance Policy, the Debtors reserve the right to seek rejection of such insurance policy or other available relief. The Plan shall not affect contracts that have been assumed and assigned by Order of the Bankruptcy Court prior to the Confirmation Date.

2. **Vest as Plan Trust Assets.** For the avoidance of doubt, all rights under any Designated Insurance Policy that is not considered to be an Executory Contract, and all rights under any other insurance policies under which the Debtors may be beneficiaries (including the rights to make, amend, prosecute and benefit from claims), shall be preserved and shall vest in the Plan Trust pursuant to Article 6.F.1 hereof and § 1123(a)(5)(B) of the Bankruptcy Code.

## ARTICLE 10.

### EXCULPATIONS AND RELEASES, AND RELATED INJUNCTIONS

#### A. DEBTORS' EXCULPATION AND RELEASE OF CHAPTER 11 PROTECTED PARTIES

Except as otherwise specifically provided in this Plan, pursuant to § 1123(b)(3) of the Bankruptcy Code, as of the Effective Date, the Debtors and their Estates exculpate, release and discharge the following (collectively the "Chapter 11 Protected Parties"): (1) Neil F. Luria, Jeffery W. Cavender, Matthew E. Rubin, William Maloney and R. Bruce Layman, each of whom serves as a current officer or director of one or more of the Debtors, (2) TBW's Creditors' Committee, its members, and their respective directors, officers, employers, employees, and counsel, (3) Navigant, Stichter Riedel, Troutman Sanders, and Berger Singerman, and their respective officers, directors, partners, employees and equity holders. The exculpation, release and discharge by the Debtors and their Estates of the Chapter 11 Protected Parties is from any Claim, obligation, Cause of Action or liability, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law or in equity, which is based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Chapter 11 Cases, except those resulting solely from such Person's gross negligence or willful misconduct, as adjudicated by a Final Order, and including but not limited to acts or omissions in connection with 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 (collectively the "Chapter 11 Released Claims"). The scope of the Debtors' exculpation, release and discharge includes Chapter 11 Released Claims that could have been asserted derivatively on behalf of the Debtors or their Estates, but does not include any Avoidance Action or any prepetition Claim, obligation, Cause of Action or liability based on money borrowed from or owed to the Debtors as set forth in the Debtors' books and records.

#### B. FURTHER EXCULPATION AND RELEASE OF CHAPTER 11 PROTECTED PARTIES

Except as otherwise specifically provided in this Plan, pursuant to § 1123(b)(3) of the Bankruptcy Code, as of the Effective Date, the Chapter 11 Protected Parties shall be exculpated, and released from all Chapter 11 Released Claims by each other, by any

Holder of a Claim or Interest, by any party in interest, and by their respective agents, employees, successors and assigns. Without limiting the generality of the foregoing, each Chapter 11 Protected Party shall be entitled to and granted the protections and benefits of § 1125(e) of the Bankruptcy Code.

### C. RELEASE OF THE FEDERAL DEPOSIT INSURANCE CORPORATION

On and effective as of the Effective Date, (a) the Debtor, the Debtor's Estate, all of the Debtor's creditors, and any other parties in interest, each of their respective subsidiaries and affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively, and (b) the Committee (collectively, the "Non-FDIC Releasors") shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the Federal Deposit Insurance Corporation in its capacity as receiver of Colonial Bank and in its corporate capacity, their respective past or present parent entities, subsidiaries, affiliates, directors, officers, employees, professionals and the predecessors, successors and assigns of any of these (collectively, the "FDIC Releasees") from any and all Claims, demands, rights, liabilities, or Causes of Action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, whether asserted or unasserted, which the Non-FDIC Releasors, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any FDIC Releasee (i) that are released or deemed to be released pursuant to the Plan, (ii) any and all Claims that arise in, relate to or have been or could have been asserted in the Chapter 11 Case, the FDIC Stipulation, the Motion for Relief from the Automatic Stay Pursuant to § 362, filed by FDIC in the Chapter 11 Case on August 28, 2009 (the "Stay Relief Motion"), the Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues, filed by the Debtor in the Chapter 11 Case on August 31, 2009 (the "Turnover Motion" and together with the Stay Relief Motion, the "Actions"), the Plan and the negotiations and compromises set forth in the FDIC Settlement Agreement and the Plan, or otherwise that are based upon, related to, or arise out of or in connection with the Actions or any Claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged or that could have been alleged in the Actions, including, without limitation, any such Claim, demand, right, liability, or Cause of Action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees incurred by the Non-FDIC Releasors arising directly or indirectly from or otherwise relating to the Actions (collectively, the "FDIC Released Claims"). Notwithstanding anything in this Article 10.C to the contrary, (A) the foregoing is not intended to release, nor shall it have the effect of releasing, the FDIC Releasees from the performance of their obligations in accordance with the FDIC Settlement Agreement or the FDIC Stipulation, (B) each Non-FDIC Releasor shall retain the right to assert any and all FDIC Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such Non-FDIC Releasor is sued on any FDIC Released Claim by an FDIC Releasee or any other Person (but solely as a defense against the Claims of such Person and not for purposes of obtaining an affirmative recovery for the benefit of the Non-FDIC Releasor)

and such FDIC Released Claim shall be determined in connection with any such litigation as if the provisions of this Article 10.C were not effective, (C) the foregoing is not intended to release, nor shall it have the effect of releasing, the FDIC Releasees from matters related to Platinum Community Bank, including, without limitation, issues associated with Platinum bank accounts and the Platinum related loans service released after September 4, 2009, (D) the foregoing is not intended to release, nor shall it have the effect of releasing, any releasee or any Person of Claims that may be held or asserted by the Federal Deposit Insurance Corporation in any capacity (including, without limitation, as regulator or as receiver for any failed depository institution other than the Debtor), to the extent that any such Claims are unrelated to the Debtor, its Chapter 11 Case, the Debtor Released Claims (defined below) or the FDIC Released Claims, and (E) the foregoing release is not intended to release, nor shall it have the effect of releasing, any claims filed in the FDIC receivership of Colonial Bank. Notwithstanding anything herein to the contrary, the term FDIC Releasee shall not include, and the release contemplated hereby shall not release, the Federal Deposit Insurance Corporation in its capacity as a receiver of, or in connection with its oversight of, any financial institution other than Colonial Bank.

#### **D. RELEASE BY THE FEDERAL DEPOSIT INSURANCE CORPORATION**

On and effective as of the Effective Date, the FDIC in its capacity as Receiver of Colonial Bank and its subsidiaries and affiliates and the predecessors, successors and assigns of any of them and any other person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively (collectively, the “FDIC Releasers”), shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the Debtor, the Debtor’s Estate, the Debtor’s current directors, officers, employees and professionals, the Creditors’ Committee, and the Creditors’ Committee’s professionals (collectively, the “Debtor Releasees”) from any and all Claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, whether asserted or unasserted, which the FDIC Releasers or any of them, or anyone claiming through them, on their behalf or for their benefit have or may have or claim to have, now or in the future, against any Debtor Releasee (i) that are released or deemed to be released pursuant to the Plan, (ii) any and all Claims that arise in, relate to or have been or could have been asserted in the Chapter 11 Case, the FDIC Stipulation, the Actions, the Plan and the negotiations and compromises set forth in the FDIC Settlement Agreement and the Plan, or otherwise are based upon, related to, or arise out of or in connection with any of the Debtor’s assets or any assets to be received by the Debtor as provided in the FDIC Settlement Agreement, or otherwise are based upon, related to, or arise out of or in connection with the Actions or any Claim, act, fact, transaction, occurrence, statement or omission in connection with, or alleged or that could have been alleged in the Actions, including, without limitation, any such Claim, demand, right, liability, or cause of action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees incurred by the FDIC Releasers arising directly or indirectly from or otherwise relating to the Actions (collectively, the “Debtor Released Claims”). Notwithstanding anything contained in this Article 10.D or elsewhere to the contrary, (i) the foregoing is not intended to release, nor shall it have the effect of releasing, (a) the Debtor Releasees from the performance of their obligations in accordance with the FDIC Settlement Agreement,

(b) any Claims against any former (*i.e.*, not current) officers, directors, employees, agents, fiduciaries, subsidiaries, accountants, auditors, attorneys, appraisers, joint tortfeasors, or contractors of TBW, including without limitation Lee Farkas, Desiree Brown, Paul Allen, Delton DeArmas, or their insurers, based upon alleged conduct that caused the damages set forth in the FDIC Proof of Claim, (c) any Claims against Bank of America, N.A., and Bank of America, N.A., as successor by merger to LaSalle Bank, N.A. and LaSalle Global Trust Services, Ocala Funding, LLC, any Person to which TBW or any of its employees, officers, directors, or subsidiaries transferred any asset or interest in any asset, or their insurers, (d) any Claims or prospective Claims which may be asserted by an insurer of Colonial Bank, including without limitation Federal Insurance Company, by way of subrogation or assignment pursuant to any insurance policy or financial institution bond, including those Claims arising out of conduct described in the Proof of Loss submitted to Federal Insurance Company on February 1, 2010 or (e) any Claims described in Section 1.3(b)(i) of the FDIC Settlement Agreement. Further, notwithstanding anything contained in this Article 10.D or elsewhere to the contrary, (ii) each FDIC Releasor shall retain the right to assert any and all Debtor Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such FDIC Releasor is sued on any Debtor Released Claim by a Debtor Releasee or any other Person (but solely as a defense against the Claims of such Person and not for purposes of obtaining an affirmative recovery for the benefit of the FDIC Releasor) and such Debtor Released Claim shall be determined in connection with any such litigation as if the provisions of this Article 10.D were not effective.

**E. RELEASE BY PLAN RELEASING PARTIES OF REMIC TRUST RELEASED PARTIES, AND RELATED INJUNCTION**

1. When a REMIC Settlement Agreement becomes effective, then with respect to the corresponding REMIC Securitization, the Debtor, the Debtor's Estate, all the Debtor's Creditors, each of their respective subsidiaries and Affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively, and (b) the Creditors' Committee (collectively, the "Plan Releasing Parties") shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged Wells Fargo, the REMIC Trustee, any REMIC Insurer, the past, present and future REMIC Certificateholders, and the REMIC Trust, their respective past or present parent entities, subsidiaries, affiliates, agents, directors, officers, employees, professionals and the predecessors, successors and assigns of any of these (collectively, the "REMIC Trust Released Parties") from any and all Claims, demands, rights, obligations, liabilities, promises, agreements, damages, actions, suits, losses, expenses (including attorney's fees) or Causes of Action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, now accrued or which may hereafter accrue, whether asserted or unasserted (each a "REMIC Trust Released Claim" and collectively, the "REMIC Trust Released Claims"), which the Plan Releasing Parties or any of them have or may have, or claim to have, now or in the future, against any REMIC Trust Released Party based in whole or in part on any facts, conduct, activities, transactions, events, or occurrences, known or unknown, which have or allegedly have existed, occurred, happened, arisen, or transpired from the beginning of time to the

effective date of the REMIC Settlement Agreement that (i) relate to or arise from or in connection with the Debtor's rights to fees incurred or reimbursement of advances made by the Debtor in connection with the REMIC Trust, in its role as servicer or otherwise, or the termination or attempted termination of the Debtor as servicer by Wells Fargo, or for interest on such fees or advances; (ii) relate to or arise out of the Debtor's failure to perform any of its undertakings, obligations, covenants, representations, warranties, and agreements under the REMIC Servicing Agreement, or to third parties; (iii) relate to or arise under §§ 547 or 548 of the Bankruptcy Code or any other avoiding powers under the Bankruptcy Code or similar federal or state laws which arise out of or are related to any obligations or transfers made to, from, or in connection with the REMIC Trust; (iv) relate to or arise under any other federal or state laws (including common law claims or equitable remedies) which arise out of or are related to any obligations or transfers made to, from, or in connection with the REMIC Trust; or (v) were asserted or could have been asserted by any Plan Releasing Party in or in connection with the Chapter 11 Cases, the REMIC Trust Stipulation (or were reserved in the REMIC Trust Stipulation), the Plan or during the negotiations that preceded the compromises set forth in the REMIC Settlement Agreement (any of the foregoing, individually, a "Debtor Released REMIC Claim", or collectively, the "Debtor Released REMIC Claims"); and all Plan Releasing Parties will be permanently enjoined, except as expressly contemplated by Article 10.E.2 hereto, from taking any of the following actions against any REMIC Trust Released Party or any property of a REMIC Trust Released Party on account of any Debtor Released REMIC Claims: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to any Debtor Released REMIC Claim; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order with respect to any Debtor Released REMIC Claim; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien with respect to any Debtor Released REMIC Claim; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a REMIC Trust Released Party with respect to any Debtor Released REMIC Claim; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the REMIC Settlement Agreement.

2. The Release is not intended to release, nor shall it have the effect of releasing, Wells Fargo, the REMIC Trustee or any REMIC Insurer from the performance of its obligations in accordance with the REMIC Settlement Agreement.

**F. RELEASE BY REMIC CERTIFICATEHOLDERS OF REMIC CERTIFICATEHOLDER RELEASEES, AND RELATED INJUNCTION**

When a REMIC Settlement Agreement becomes effective, then with respect to the corresponding REMIC Securitization, the past, present and future REMIC Certificateholders of the REMIC Trust, each of their respective subsidiaries and affiliates and the predecessors, successors and assigns of any of them and any other Person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively (collectively, the "REMIC Releasing Certificateholders") shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived,



released, acquitted and discharged Wells Fargo, the REMIC Trustee, any REMIC Insurer, and the REMIC Trust, their respective past or present parent entities, subsidiaries, affiliates, agents, directors, officers, employees, professionals and the predecessors, successors and assigns of any of them (each, a **“REMIC Certificateholder Releasee”**), from any and all Claims which the REMIC Releasing Certificateholders or any of them have or may have, or claim to have, now or in the future, against any Certificateholder Releasee based in whole or in part on any facts, conduct, activities, transactions, events, or occurrences, known or unknown, which have or allegedly have existed, occurred, happened, arisen, or transpired from the beginning of time to the effective date of the REMIC Settlement Agreement, that relate to the negotiations and compromises set forth in the REMIC Settlement Agreement; and all REMIC Releasing Certificateholders will be permanently enjoined from taking any of the following actions against any REMIC Certificateholder Releasee or any property of a REMIC Certificateholder Releasee on account of or with respect to any such REMIC Claims released hereunder: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a REMIC Certificateholder Releasee; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the REMIC Settlement Agreement.

**G. RELEASE BY REMIC TRUST RELEASING PARTIES OF PLAN PROPONENT RELEASED PARTIES, AND RELATED INJUNCTION**

1. When a REMIC Settlement Agreement becomes effective, then, with respect to the corresponding REMIC Securitization, Wells Fargo, the REMIC Trustee, any REMIC Insurer, the REMIC Trust, each of the past, present and future REMIC Certificateholders, each of their respective subsidiaries and affiliates and the predecessors, successors and assigns of any of them and any other person that claims or might claim through, on behalf of or for the benefit of any of the foregoing, whether directly or derivatively (collectively, the **“REMIC Trust Releasing Parties”**) shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the Debtor, the Debtor’s Estate, the Debtor’s current directors, officers, employees, agents and professionals, the Creditors’ Committee and the Creditors’ Committee’s professionals (collectively, the **“Plan Proponent Released Parties”**) from any and all Claims which the Trust Releasing Parties or any of them have or may have, or claim to have, now or in the future, against any Plan Proponent Released Party based in whole or in part on any facts, conduct, activities, transactions, events, or occurrences, known or unknown, which have or allegedly have existed, occurred, happened, arisen, or transpired from the beginning of time to the effective date of the REMIC Settlement Agreement, that relate to or arise out of the REMIC Trust, the REMIC Servicing Agreement or the REMIC Pooling Agreement, specifically including but not limited to (i) any post-petition Claims relating thereto, and (ii) the REMIC Damage Claims (individually, a **“REMIC Trust Released Claim”** and collectively, the **“REMIC Trust Released Claims”**); and all REMIC Trust Releasing Parties will be permanently enjoined,

except as expressly contemplated by Article 10.G.2 hereto from taking any of the following actions against any Plan Proponent Released Party or any property of a Plan Proponent Released Party on account of such released REMIC Trust Released Claims: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind with respect to any REMIC Trust Released Claim; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order with respect to any REMIC Trust Released Claim; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien with respect to any REMIC Trust Released Claim; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a Plan Proponent Released Party with respect to any REMIC Trust Released Claim; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the REMIC Settlement Agreement.

2. This release is not intended to release, nor shall it have the effect of releasing, the Debtor or the Creditors' Committee from the performance of their obligations pursuant to, or in accordance with, the REMIC Settlement Agreement. Also, this release is not intended to release, nor shall it have the effect of releasing, the REMIC Initial Purchaser, the REMIC Depositor, or any of their respective past or present parent entities, subsidiaries, affiliates, agents, underwriters, directors, officers, employees, professionals and the predecessors, successors and assigns of any of them and any other Person that might be liable through any of the foregoing, whether directly or derivatively (the "REMIC Transferor Parties"), from any Claims that the REMIC Trust Releasing Parties or any of them have or may have, or claim to have, now or in the future, in their individual or representative capacities or as assignee or subrogee, against the REMIC Transferor Parties either at law, in equity, pursuant to contract, whether arising under and in connection with the REMIC Pooling Agreement, the REMIC Servicing Agreement or otherwise.

## H. LIMITATION ON RELEASE

1. Except as provided in Articles 10.A, 10.B, 10.C, and 10.E above, no provision of this Plan, the Disclosure Statement, or the Confirmation Order shall be deemed to act upon or release any Causes of Action or any rights to payment that the Plan Trust, the Estates, or any party in interest may have against any Person for any act, omission, or failure to act that occurred prior to the Petition Date other than the Chapter 11 Released Claims.

2. Notwithstanding any provision herein to the contrary, no provision of the Plan or the Confirmation Order shall (i) discharge or release the Debtor or any other Person from any right, Claim, cause of action, or power or interest held or assertable by the United States Securities and Exchange Commission or (ii) enjoin, impair or delay the United States Securities and Exchange Commission from commencing or continuing any Claims, causes of action, proceedings or investigations against the Debtor or any other Person in any non-bankruptcy forum.

**ARTICLE 11.**

**EFFECT OF CONFIRMATION AND INJUNCTION**

**A. PLAN INJUNCTION**

Except as otherwise expressly provided in this Plan, the documents executed pursuant to this Plan, or the 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) shall be 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, or the Plan Trust, or any of their respective properties: (i) commencing or continuing in any manner any action or other proceeding of any kind; (ii) enforcing, executing, collecting, or recovering in any manner any judgment, award, decree, or order, or attaching any property pursuant to the foregoing; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind; (iv) asserting or effecting any setoff, recoupment, or right of subrogation of any kind against any Claim or Cause of Action; (v) enjoining or invalidating any foreclosure or other conveyance of a Plan Trust Asset or Asset of any Debtor; and (vi) taking any act, in any manner, in any place whatsoever, that does not conform to, comply with, or that is inconsistent with any provision of this 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. This 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 this Plan or (ii) any party at interest from seeking the interpretation or enforcement of any of the obligations of the Debtors, the Plan Trustee, or the Plan Trust under this Plan. The Confirmation Order also shall constitute an injunction enjoining any Person from enforcing or attempting to enforce any Claim or cause of action against any Debtor, any Estate, any Chapter 11 Protected Party, any Plan Trust Exculpated Party, or the Plan Trust, or any of their respective properties, based on, arising from or related to any failure to pay, or make provision for payment of, any amount payable with respect to any Priority Tax Claim on which the payments due under this Plan have been made or are not yet due.

**B. CONTINUATION OF EXISTING INJUNCTIONS AND STAYS**

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under §§ 105 or 362 of the Bankruptcy Code, this Plan, by Orders of the Bankruptcy Court, or otherwise, and extant 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.

**C. BINDING EFFECT OF PLAN**

Except as otherwise provided in § 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, subject to the occurrence of the Effective Date, the provisions of this Plan shall bind any Holder of a Claim against, or Interest in, the Debtors, the Estates and their respective successors or assigns, whether or not the Claim or Interest of such Holder is impaired under this Plan, whether or not such Holder has accepted this Plan and whether or not the Holder has Filed a Claim. The rights, benefits and obligations of any Person named or referred to in this Plan, whose actions may be required to effectuate the terms of this Plan, shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Person (including, without limitation, any trustee appointed for the Debtors under chapters 7 or 11 of the Bankruptcy Code).

**D. NO EFFECT ON OBJECTIONS TO FEE APPLICATIONS**

Except as provided in Article 3.A.3(ii) hereof, nothing contained in this Plan shall affect the rights of parties in interest to object to Fee Applications or the power of the Bankruptcy Court to issue Orders with respect to Fee Applications.

**ARTICLE 12.**

**CONDITIONS PRECEDENT**

**A. CONDITIONS PRECEDENT TO EFFECTIVE DATE**

This Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below:

**1. Approval of Disclosure Statement.** The Bankruptcy Court shall have approved a disclosure statement pertaining to this Plan in form and substance acceptable to the Plan Proponents.

**2. Approval of Plan Compromises.** The compromises and settlements contained in this Plan shall be approved without material modification by a Final Order in accordance with Bankruptcy Rule 9019 and shall be binding and enforceable against all Holders of Claims and Interests under the terms of this Plan.

**3. Form of Confirmation Order.** The Confirmation Order shall be in form and substance acceptable to the Plan Proponents.

**4. Entry of Confirmation Order.** (a) The Confirmation Order (i) shall have been entered by the Bankruptcy Court, (ii) shall not be subject to any stay of effectiveness, and (iii) shall have become a Final Order, (b) the Confirmation Date shall have occurred, and (c) no request for revocation of the Confirmation Order under § 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

**5. Plan Trust.** The Plan Trust shall have been formed, and all formation documents for the Plan Trust shall have been properly executed and Filed as required by this Plan and applicable law.

**6. Plan Trustee and Plan Advisory Committee.** The appointment of the Plan Trustee and the formation of the Plan Advisory Committee shall have been approved in the Confirmation Order.

**B. REVOCATION, WITHDRAWAL, OR NON-CONSUMMATION OF PLAN**

If, after the Confirmation Order is entered, each of the conditions to effectiveness cannot be satisfied or has not been waived by the Plan Proponents, then upon motion by the Plan Proponents, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the Filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to effectiveness is either satisfied or duly waived before the Bankruptcy Court enters an Order granting the relief requested in such motion. As used in the preceding sentence, a condition to effectiveness may be waived only by a writing executed by the Plan Proponents. If the Confirmation Order is vacated pursuant to this Article 12.B, this Plan shall be null and void in all respects, and nothing contained in this Plan, the Disclosure Statement, or any pleadings Filed in connection with the approval thereof shall (i) constitute a waiver or release of any Claims against or Interests in the Debtors, (ii) prejudice in any manner the rights of the Holder of any Claim against or Interest in the Debtors, (iii) prejudice in any manner the rights of the Debtors or the Creditors' Committee in the Chapter 11 Cases, or (iv) constitute an admission of any fact or legal position or a waiver of any legal rights held by any party prior to the Confirmation Date.

**ARTICLE 13.**

**ADMINISTRATIVE PROVISIONS**

**A. RETENTION OF JURISDICTION**

Pursuant to §§ 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, on and after the Confirmation Date, the Bankruptcy Court shall retain jurisdiction to the fullest extent permitted by 28 U.S.C. §§ 1334 and 157, including jurisdiction for the following purposes: (i) to hear and determine the Chapter 11 Cases and all core proceedings arising under the Bankruptcy Code or arising in the Chapter 11 Cases, including, without limitation, matters concerning the interpretation, implementation, consummation, execution, or administration of the Plan, the Plan Trust Agreement or the Confirmation Order, and (ii) to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to the Chapter 11 Cases. Without limiting the generality of the foregoing, the Bankruptcy Court's post-Confirmation Date jurisdiction shall include jurisdiction:

**1.** over all Causes of Action (including, without limitation, Avoidance Actions) and proceedings to recover Assets of the Estates or of the Plan Trust, wherever located;

2. over motions to assume, reject, or assume and assign executory contracts or unexpired leases, and the allowance or disallowance of any Claims resulting therefrom;
3. over disputes concerning the ownership of Claims or Interests;
4. over disputes concerning any Distribution under this Plan;
5. over objections to Claims, motions to allow late-Filed Claims, and motions to estimate Claims;
6. over proceedings to determine the validity, priority or extent of any Lien asserted against property of the Debtors, the Estates, or the Plan Trust, or property abandoned or transferred by the Debtors, the Estates, or the Plan Trustee;
7. over proceedings to determine the amount, if any, of interest to be paid to Holders of Allowed Unsecured Claims, if any Allowed Unsecured Claims are paid in full pursuant to the terms of this Plan;
8. over matters related to the assets of the Estates or of the Plan Trust, including, without limitation, liquidation of Plan Trust Assets; provided, however, that subject to the terms of the Plan Trust Agreement and any requisite approval of the Plan Advisory Committee, the Plan Trustee shall have no obligation to obtain the approval or authorization of the Bankruptcy Court or file a report to the Bankruptcy Court concerning the sale, transfer, assignment or other disposition of Plan Trust Assets; and provided, further, that the Plan Trustee may seek Orders of the Bankruptcy Court approving the sale, transfer, assignment or other disposition of Plan Trust Assets as appropriate to facilitate such transactions;
9. over matters relating to the subordination of Claims or Interests;
10. to enter and implement such Orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
11. to consider and approve modifications of or amendments to this Plan, to cure any defects or omissions, or to reconcile any inconsistencies in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
12. to issue Orders in aid of execution, implementation, or consummation of this Plan;
13. over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
14. over requests for allowance or payment of Claims entitled to priority under § 507(a)(2) of the Bankruptcy Code and any objections thereto;
15. over all Fee Applications;

16. over matters concerning state, local or federal taxes in accordance with §§ 346, 505, and 1146 of the Bankruptcy Code;

17. over conflicts and disputes between the Plan Trustee, the Plan Trust, the Plan Advisory Committee, and Holders of Claims or Interests;

18. over disputes concerning the existence, nature or scope of a Debtor's liability, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

19. over matters concerning the Debtors' insurance policies, if any, including jurisdiction to re-impose the automatic stay or its applicable equivalent provided in this Plan;

20. to issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with this Plan, the Debtors, the Estates or their property, the Creditors' Committee, the Plan Trust or its property, the Plan Trustee, the Plan Advisory Committee, any Professional, or the Confirmation Order;

21. to enter a Final Decree closing the Chapter 11 Cases;

22. to enforce all Orders previously entered by the Bankruptcy Court; and

23. over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Cases or this Plan.

## **B. GENERAL AUTHORITY**

The Debtors, if before the Effective Date, and the Plan Trustee, if on or after the Effective Date, shall execute such documents, and take such other actions, as are necessary to effectuate the transactions provided for in this Plan.

## **C. FINAL ORDER**

Except as otherwise expressly provided in this Plan, any requirement in this Plan for a Final Order may be waived by the Plan Proponents (if prior to the Effective Date) or the Plan Trustee (if after the Effective Date) upon written notice to the Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order.

## **D. AMENDMENTS AND MODIFICATIONS**

The Plan Proponents may modify this Plan at any time prior to the Confirmation Hearing in accordance with § 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to "substantial consummation" (as such term is defined in § 1101(2) of the

Bankruptcy Code) of this Plan with respect to any Debtor, the Plan Proponents or the proposed Plan Trustee, as appropriate, may modify this Plan in accordance with § 1127(b) of the Bankruptcy Code by Filing a motion on notice to only the Persons listed on the service list established by the Bankruptcy Court pursuant to Bankruptcy Rule 2002, and the solicitation of all Creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court.

**E. PAYMENT DATE**

Whenever any Distribution or payment to be made under this Plan shall be due on a day other than a Business Day, such Distribution or payment shall instead be made, without interest, on the immediately following Business Day.

**F. WITHHOLDING AND REPORTING REQUIREMENTS**

In connection with this Plan and all instruments issued in connection therewith and Distributions thereon, the Debtors (if before the Effective Date) or the Plan Trustee (if on or after the Effective Date) shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority.

**G. NO WAIVER**

The failure of the Plan Proponents or any other Person to object to any Claim for purposes of voting shall not be deemed a waiver of the Debtors' or the Plan Trust's right to object to or examine such Claim, in whole or in part.

**H. TAX EXEMPTION**

Pursuant to § 1146 of the Bankruptcy Code, the issuance, transfer or exchange of any security, or the execution, delivery or recording of an instrument of transfer on or after the Confirmation Date shall be deemed to be made pursuant to and under this Plan, including, without limitation, any such acts by the Debtors, if before the Effective Date, and the Plan Trustee, if on or after the Effective Date (including, without limitation, any subsequent transfers of property by the Plan Trust or the Plan Trustee), and shall not be taxed under any law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental authority in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order and the Plan, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

**I. NON-SEVERABILITY**

Except as specifically provided herein, the terms of this Plan constitute interrelated compromises and are not severable, and no provision of those Articles may be stricken, altered, or invalidated, except by amendment of the Plan by the Plan Proponents.



## **J. REVOCATION**

The Plan Proponents reserve the right to revoke and withdraw this Plan prior to the Confirmation Date in whole or in part as to any one or more of the Debtors. Without limiting the foregoing, if the Plan Proponents withdraw this Plan as to either Debtor/REO Specialists or Debtor/HAM, then TBW and any remaining co-Debtor, with the consent of the Creditors' Committee, may proceed to seek confirmation of the Plan as to them. If the Plan is revoked or withdrawn for all the Debtors, this Plan shall be null and void. If the Plan is null and void as to any or all of the Debtors, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors, the Creditors' Committee, or any other Person or to prejudice in any manner the rights of the Debtors, the Creditors' Committee, or any other Person in any further proceedings involving the Debtors, or be deemed an admission by the Debtors or the Creditors' Committee, including with respect to the amount or allowability of any Claim or the value of any property of the Estates.

## **K. CONTROLLING DOCUMENTS**

**1.** In the event and to the extent that any provision of this Plan or the Plan Trust Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan or Plan Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of this Plan is inconsistent with any provision of the Plan Trust Agreement (including any amendments thereto), the Plan Trust Agreement shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of this Plan or the Plan Trust Agreement, the provisions of the Confirmation Order shall control and take precedence.

**2.** In the event and to the extent that any provision of this Plan or the FDIC Settlement Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan or the FDIC Settlement Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of this Plan is inconsistent with any provision of the FDIC Settlement Agreement, the FDIC Settlement Agreement shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of this Plan or the FDIC Settlement Agreement, the provisions of the Confirmation Order shall control and take precedence.

**3.** In the event and to the extent that any provision of this Plan or any REMIC Settlement Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan or the REMIC Settlement Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of this Plan is inconsistent with any provision of the REMIC Settlement Agreement, the REMIC Settlement Agreement shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of this Plan or the REMIC Settlement Agreement, the provisions of the Confirmation Order shall control and take precedence.

**L. GOVERNING LAW**

Except to the extent that a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless specifically stated, the rights, duties, and obligations arising under this Plan, any agreements, documents, and instruments executed in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control) and, with respect to the Debtors' corporate governance matters shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to conflicts of law principles.

**M. NOTICES**

Any notices to or requests of the Debtors, the Creditors' Committee or the Plan Trust by parties in interest under or in connection with the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

**If to the Debtors:**

**Stichter, Riedel, Blain & Prosser, P.A.**

110 East Madison Street  
Suite 200  
Tampa, FL 33602  
Telephone (813) 229-0144  
Attn: Russell M. Blain  
Edward J. Peterson

- and

**Troutman Sanders LLP**

600 Peachtree Street  
Suite 5200  
Atlanta, GA 30308  
Telephone (404) 885-3000  
Attn: Jeffrey W. Kelley  
J. David Dantzler, Jr.

**If to the Creditors' Committee:**

**Berger Singerman, P.A.**

200 S. Biscayne Boulevard  
Suite 1000  
Miami, FL 33131  
(305) 714-4343  
Attn: Paul Steven Singerman

- and

350 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, FL 33301  
(954) 627-9901  
Attn: James L. Berger

**If to the Plan Trust or the Plan Trustee:**

Neil F. Luria.  
Navigant Capital Advisors LLC  
15900 South Park Boulevard  
Cleveland, Ohio 44120

**N. FILING OF ADDITIONAL DOCUMENTS**

On or before “substantial consummation” (as such term is defined in § 1101(2) of the Bankruptcy Code) of this Plan, the Plan Proponents may File with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to further evidence the terms and conditions of this Plan.

**O. DIRECTION TO A PARTY**

From and after the Effective Date, the Plan Proponents or the Plan Trustee may apply to the Bankruptcy Court for entry of an Order directing any Person to execute or deliver or to join in the execution or delivery of any instrument or document reasonably necessary or reasonably appropriate to effect a transfer of properties dealt with by this Plan, and to perform any other act (including satisfaction of any Lien or security interest) that is reasonably necessary or reasonably appropriate for the consummation of this Plan.

**P. SUCCESSORS AND ASSIGNS**

The rights, benefits, duties, and obligations of any Person named or referred to in this Plan, including all Creditors, shall be binding on, and shall inure to the benefit of, the successors and assigns of such Person.

**Q. FINAL DECREE**

Once any of the Estates has been fully administered, as referred to in Bankruptcy Rule 3022, the Plan Trust or another party, as the Bankruptcy Court shall designate in the Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case of the applicable Debtor(s).

**ARTICLE 14.**

**CONFIRMATION REQUEST**

The Plan Proponents hereby request confirmation of this Plan as a Cramdown Plan with respect to any Impaired Class that does not accept this Plan or is deemed to have rejected this Plan. If confirmation in the case of REO Specialists and Home America Mortgage or both is denied, confirmation is requested with respect to TBW and any Debtor as to which confirmation is not denied.

**ARTICLE 15.**

**BANKRUPTCY RULE 9019 REQUEST**

Pursuant to Bankruptcy Rule 9019, the Debtors hereby request approval of all compromises and settlements included in this Plan.

Dated: November 12, 2010

[Signatures on following page]

Respectfully submitted,

**TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.  
REO SPECIALIST, LLC  
HOME AMERICA MORTGAGE, INC.**

By: /s/ Neil F. Luria

Neil F. Luria  
Chief Restructuring Officer

**OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS**

By: /s/ Sheryl L. Newman

Sheryl L. Newman  
Chairperson

/s/ Jeffrey W. Kelley

Jeffrey W. Kelley (GA Bar No. 412296)

jeff.kelley@troutmansanders.com

J. David Dantzler, Jr. (GA Bar No. 205125)

david.dantzler@troutmansanders.com

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CORP.**

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Facsimile No.: 305-714-4340

**COUNSEL FOR THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.**

## **DEFINITIONS ANNEX**

The following terms used in the Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors (defined below as the “Plan”) and the accompanying Disclosure Statement (defined below as the “Disclosure Statement”) shall have the meanings set forth below. Each term used in the Plan or the Disclosure Statement and not defined herein shall have the meaning given to such term in the Bankruptcy Code.

“**Accelerated Reimbursement Amount**” means the sum of \$1,300,000, which Wells Fargo, in its capacity as master servicer and successor servicer, advanced to the Debtor on or about October 15, 2009 pursuant to the REMIC Trust Stipulation to assist the Debtor with the expenses of its Chapter 11 Case.

“**ACH**” means an automated clearing house transfer from a domestic bank.

“**Administrative and Priority Claims Reserve**” means the reserve established in accordance with Article 7.B.2 of the Plan for the payment of Administrative Expense Claims, Priority Tax Claims, and Priority Claims, which reserve may be augmented by the Plan Trustee as set forth in the Plan and the Plan Trust Agreement.

“**Administrative Expense Claim**” means a Claim for costs and expenses of administration that is allowable and entitled to priority under §§ 503, 507(a)(2) and/or 507(b) of the Bankruptcy Code, including, without limitation, any post-petition tax claims, any actual and necessary expenses of preserving the Estate of any of the Debtors, any actual and necessary expenses of operating the business of any of the Debtors, all Professional Claims, and any fees or charges assessed against the Estate of any of the Debtors under 28 U.S.C. § 1930.

“**Administrative Expense Claim Bar Date**” means the date or dates fixed by the Bankruptcy Court as the last date for filing a request for payment of an Administrative Expense Claim (excluding any Professional Claim), as set forth in Article 3.A.2 of the Plan, that is not subject to any other Bar Date Orders or any other Order that establishes the last date for filing such Administrative Expense Claim. The Plan does not affect or extend any Administrative Expense Claim deadline established by any other Order and the earliest Administrative Expense Claim deadline applicable to any Administrative Expense Claim shall govern and control.

“**Administrative Expense Claim Objection Deadline**” shall mean ninety (90) days after the Administrative Expense Claim Bar Date, or as extended pursuant to Article 3.A.2(b) of the Plan.

“**Administrative Freeze**” means the freeze put on all of TBW’s accounts on or about August 5, 2009, in which Colonial refused to honor checks, receive wire transfers, or permit disbursements.

“**Affiliate**” means any Person that is an “affiliate” of any of the Debtors within the meaning of § 101(2) of the Bankruptcy Code.

**“Allowed”** when used with respect to a Claim against a Debtor or property of a Debtor, means a Claim: (a) which has been listed on the Schedules of any of the Debtors as other than disputed, contingent or unliquidated and as to which no Proof of Claim or objection has been timely filed; (b) as to which a Proof of Claim has been timely filed, or deemed timely filed by Order of the Bankruptcy Court, and either (i) no objection thereto has been timely filed, or application to subordinate or otherwise limit recovery has been made or (ii) the Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (c) which has been allowed under the provisions of the Plan; (d) which is a Professional Claim for which a fee award amount has been approved by Final Order of the Bankruptcy Court; or (e) which is allowed pursuant to any stipulation of amount and nature of Claim executed by the Plan Trustee and Holder of the Claim on or after the Effective Date. To the extent the term “Allowed” is used in the Plan with respect to a specified Class of Claims or an unclassified category of Claims (*i.e.*, “Allowed [Class designation/unclassified Claim category] Claim”), the resulting phrase shall mean an Allowed Claim of the specified Class or unclassified category of Claims.

**“AOT/Cole Taylor Facility”** means the mortgage loan participation facility in which Colonial purchased participation interests on behalf of and as agent for Cole Taylor Bank, and evidenced by the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) dated as of July 30, 2009 among TBW, as Seller, and Colonial and Cole Taylor Bank, as Purchasers, and Colonial, as Administrative Agent and Custodian.

**“AOT Documents”** means (i) the Mortgage Loan Participation Sale Agreement (AOT Program – Agency Securities) dated as of April 1, 2007 between TBW, as Seller, and Colonial, as Purchaser (used for take-out buyers and banks or private securities dealers) and (ii) the Mortgage Loan Participation Sale Agreement (AOT Program – Whole Loan Trades and Private Issue Securities) dated as of April 1, 2007 between TBW, as Seller, and Colonial, as Purchaser (used for take-out buyers and banks or private securities dealers), and all transaction documents related thereto.

**“AOT Facility”** means the financing facilities established under the AOT Documents, which was documented as a loan participation facility but in practice operated as a secured line of credit.

**“AOT Loans”** means the residential mortgage loans that are assigned to the AOT Facility and are listed on Exhibit F to the FDIC Settlement Agreement.

**“AOT REO”** means the REO related to the AOT Facility and listed on Exhibit J to the FDIC Settlement Agreement.

**“AOT Reserve”** means a \$10 million reserve established under the FDIC Settlement Agreement to fund Corporate Advances, fees and costs related to the AOT Loans, as reduced from time to time to reflect reductions in the UPB on the AOT Loans.

**“AOT/USAmeriBank Facility”** means the mortgage loan participation facility in which Colonial purchased participation interests on behalf of and as agent for USAmeriBank, and evidenced by the Mortgage Loan Participation Sale Agreement (AOT Program – Agency



Securities) dated as of June 30, 2009 among TBW, as Seller, and Colonial and USAmeriBank, as Purchasers, and Colonial, as Administrative Agent and Custodian.

**“Asset Reconciliation”** means that certain reconciliation performed by the Debtor in accordance with the terms of the FDIC Stipulation relating to competing claims of ownership with respect to certain mortgage loans, as more particularly described in the Reconciliation Report.

**“Assets”** means with respect to any Debtor, collectively, any and all property of such Debtor or its Estates, of every kind and character, wherever located, whether real or personal, tangible or intangible, and including, without limitation: (i) Cash (including, without limitation, the residual balance of any reserves established under the Plan), (ii) Causes of Action (including, without limitation Avoidance Actions and Designated Causes of Action), (iii) stock membership, partnership, or beneficial interests in such Debtor or any non-Debtor entity, (iv) mortgage loans and servicing rights, (v) mortgage-backed securities and any residual interest therein, or any securitization trust issuing such securities, and (vii) all files, books, and records relating to such Debtor’s business, the Plan Trust, or the administration of the Plan, including without limitation, the product of any analysis or investigation by such Debtor or the Creditors Committee. Unless the context otherwise requires, all references to Assets means the Assets of the Debtors, collectively.

**“Avoidance Action”** means all Claims and Causes of Action arising or brought under §§ 522, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

**“Ballot”** means a ballot for acceptance or rejection of the Plan for Holders of Impaired Claims entitled to vote to accept or reject the Plan.

**“Bank of America”** means Bank of America, N.A., either in its individual capacity or in its capacity as trustee, as the context shall require.

**“Bank of America Securities”** means Bank of America Securities, L.L.C.

**“Bankruptcy Code”** means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.

**“Bankruptcy Rules”** means, as the context requires, the Federal Rules of Bankruptcy Procedure applicable to these Chapter 11 Cases and/or the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.

**“Bar Date”** means any date set forth in the applicable Bar Date Order for filing Administrative Expense Claims, Professional Claims, rejection damages, or Proofs of Claim by non-Governmental Authorities and Governmental Authorities.

**“Bar Date Orders”** means any Order setting a bar date for Administrative Expense Claims, Professional Claims, rejection damages, or Proofs of Claim by non-Governmental Authorities and Governmental Authorities.

**“Bayview”** means Bayview Financial Trading Group, L.P.

**“Bayview Servicing”** means Bayview Loan Servicing, LLC.

**“Bayview Securitization Documents”** means the transaction documents evidencing the Bayview /U.S. Bank Securitizations.

**“Bayview Securitizations”** means the mortgage loan securitization transactions described as Series 2003-6, 2004-1, 2007-13, 2007-13(1), 2007-13(2), 2007-13(3), 2007-13(4) and 2007 NP, established under the Bayview Securitization Documents, as more particularly described in Section IV.C.2.a of the Disclosure Statement.

**“BB&T”** means Branch Banking & Trust Company.

**“BB&T Funds”** means TBW’s corporate operating accounts on deposit at BB&T, Winston-Salem, North Carolina.

**“Beneficiaries”** means the Holders of Allowed Claims of the Debtors (whether such Claims are Allowed as of or subsequent to the Effective Date), each of which is a beneficiary of the Plan Trust as provided for in the Plan Trust Agreement.

**“Berger Singerman”** means Berger Singerman P.A.

**“Best Interests Test”** has the meaning given to such term in Section X.A of the Disclosure Statement.

**“BMC”** means BMC Group, Inc., the Debtors’ claims, notice, and balloting agent.

**“BNP Paribas”** means BNP Paribas Securities Corp.

**“Breach Determination Date”** means, with respect to a given pool of loans, (a) the date such loans were purchased from a Debtor or (b) for loans purchased from a non-Debtor entity, the date the claimant obtained rights to enforce a Debtor’s sale representations and warranties with respect to such pool of loans.

**“Breach of Warranty Claim”** means a Claim (other than an EPD Claim) for breach of a representation or warranty arising under any provision or provisions of a loan purchase agreement with respect to a given loan.

**“Business Day”** means any day that is not a Saturday, a Sunday or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).

**“Cash”** means cash or cash equivalents, including but not limited to, wire transfers, checks and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks.

**“Cause”** means any of the following actions or omissions of the Plan Trustee in connection with his serving in his capacity as Plan Trustee for the Plan Trust: (i) the commission of an act of fraud, misappropriation, dishonesty, embezzlement, gross negligence or willful misconduct which is materially injurious to the Plan Trust or any Beneficiary; (ii) criminal felony indictment; or (iii) the continuing and/or willful failure to perform the duties or obligations of the Plan Trustee as set forth in the Plan Trust Agreement, if such failure is not cured within fifteen (15) days after written notice from the Plan Advisory Committee.

**“Causes of Action”** means, except as provided otherwise in the Plan, the Confirmation Order or any document, instrument, release or other agreement entered into in connection with the Plan, all Claims, actions, choses in action, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party claims, counterclaims and cross claims of the Debtors and/or their Estates, the Creditors’ Committee or the Plan Trustee, as successor to the Debtors and/or their Estates or the Creditors’ Committee, including without limitation, an action that is or may be pending on the Effective Date or instituted by the Plan Trustee after the Effective Date against any Person based on law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, including, without limitation, Designated Causes of Action and Avoidance Actions; provided, however, that any affirmative defense or crossclaim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.

**“Chapter 11 Cases”** means case number 3:09-bk-07047 (TBW), case number 3:09-bk-10023 (HAM), and case number 3:09-bk-10022 (REO), pending in the Bankruptcy Court and as to which Jerry A. Funk is the presiding bankruptcy judge.

**“Chapter 11 Protected Parties”** has the meaning given to such term in Article 10.A of the Plan.

**“Chapter 11 Released Claims”** has the meaning given to such term in Article 10.A of the Plan.

**“Claim”** means “claim” as such term is defined in § 101(5) of the Bankruptcy Code, including, without limitation, (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and including, without limitation, any Claim, which any Affiliate may have against another Affiliate.

**“Claims Administrator”** means BMC.

**“Claims Objection Deadline”** means the date by which objections to Claims must be Filed and served on the Holders of such Claims.

**“Claims Register”** means, with respect to any Debtor, the claims register for such Debtor maintained by the Claims Administrator.

**“Class”** means a category of Holders of Claims or Interests as set forth in Article 2 of the Plan pursuant to § 1122 of the Bankruptcy Code.

**“COLB Documents”** means (i) the Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program) dated December 18, 2007 between TBW, as Seller, and Colonial, as Buyer, and (ii) the Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 18, 2007, between TBW, as Seller, and Colonial, as Buyer, and all transaction documents related thereto.

**“COLB Facility”** means the loan participation facilities established under the COLB Documents.

**“COLB Loans”** means the residential mortgage loans that are assigned to the COLB Facility and are listed on Exhibit E to the FDIC Settlement Agreement.

**“COLB/Seaside Bank Facility”** means the mortgage loan participation facility in which Colonial purchased participation interests on behalf of and as agent for Seaside Bank, and evidenced by the Amended and Restated Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program) dated December 10, 2008 among TBW, as Seller, and Colonial and Seaside Bank, as Buyers, and Colonial, as Agent and Custodian.

**“Colonial”** means Colonial Bank, an Alabama banking corporation, f/k/a Colonial Bank, N.A., a national banking association.

**“Colonial BancGroup”** means Colonial BancGroup, Inc., the holding company of Colonial.

**“Colonial Bank Receivership”** means the receivership estate of Colonial for which the FDIC was appointed as receiver in accordance with the statutory receivership process provided for in 12 U.S.C. §1821 *et seq.*

**“Confirmation”** means the entry of the Confirmation Order by the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

**“Confirmation Date”** means the date on which the Bankruptcy Court enters the Confirmation Order on its docket.

**“Confirmation Hearing”** means the hearing or hearings before the Bankruptcy Court pursuant to § 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b) to consider confirmation of the Plan.

**“Confirmation Order”** means the Order of the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code, as such Order may be amended, modified or supplemented.

**“Corporate Advances”** means all customary, reasonable and necessary “out of pocket” costs and expenses incurred in the performance by TBW, as servicer, of its servicing obligations.

**“Cramdown Plan”** means the Plan if confirmed by the Bankruptcy Court pursuant to § 1129(b) of the Bankruptcy Code.

**“Credit Suisse”** means Credit Suisse First Boston Mortgage Securities Corp.

**“Creditor”** means “creditor” as defined in § 101(10) of the Bankruptcy Code and shall refer to any Holder of a Claim against any Debtor or Holder of any Claim against property of any Debtor as defined in § 102(2) of the Bankruptcy Code.

**“Creditors’ Committee”** means the Official Committee of Unsecured Creditors of the Debtor.

**“Creditors’ Committee’s Counsel”** means Berger Singerman PA.

**“CRO”** means Neil Luria, a Managing Director of Navigant, in his capacity as Chief Restructuring Officer of TBW.

**“Custodial Funds Clearing Account”** means TBW’s Account No. 8037152645 at Colonial.

**“Debt”** means liability on a Claim.

**“Debtor”** means, unless otherwise specified, TBW as a Debtor in these Chapter 11 Cases.

**“Debtor/HAM”** means Home America Mortgage as a Debtor in these Chapter 11 Cases.

**“Debtor Released Claims”** has the meaning given to such term in Article 10.D of the Plan.

**“Debtor Released REMIC Claim”** has the meaning given to such term in Article 10.E.1 of the Plan.

**“Debtor Releasees”** has the meaning given to such term in Article 10.D of the Plan.

**“Debtor/REO”** means REO Specialists as a Debtor in these Chapter 11 Cases.

**“Debtors”** means, collectively, TBW, Home America Mortgage and REO Specialists as Debtors in these Chapter 11 Cases.

**“Debtors’ Chapter 11 Counsel”** means Troutman Sanders LLP and Stichter, Reidel, Blain & Prosser, P.A.

**“Debtors in Possession”** means the Debtors in the capacity and with the status and rights conferred by §§ 1107 and 1108 of the Bankruptcy Code.

**“Deficiency Claim”** means, with respect to a Claim that is partially secured by a Lien on, or security interest in, property of any of the Debtors, or that has the benefit of partial rights of setoff under § 553 of the Bankruptcy Code, the amount by which the Allowed amount of such Claim exceeds the value of the property of the Debtors securing such Claim or the amount subject to setoff, as applicable, as determined by the Bankruptcy Court pursuant to §§ 506(a), 553, and/or 1129(b)(2)(A)(i)(II) of the Bankruptcy Code.

**“Deloitte”** means Deloitte & Touche LLP, the Debtors’ certified public accountants and auditors.

**“De Minimis Distribution”** means any Distribution (other than a Distribution on an Allowed Secured Claim) in an amount less than \$50.

**“Designated Causes of Action”** has the meaning given to such term in Section VI.K.1 of the Disclosure Statement.

**“Designated Insurance Policy”** has the meaning given to such term in Article 9.D.1 of the Plan, which policies are to be identified in an exhibit to the Plan Supplement.

**“Designated Non-Executory Insurance Policy”** means any insurance policy to which any Debtor is a party that is not executory in nature within the meaning of § 365 of the Bankruptcy Code, which policies are to be identified in an exhibit to the Plan Supplement.

**“Deutsche Bank”** means Deutsche bank AG.

**“DIP Facility”** means the debtor-in-possession financing facility provided by Selene Residential, created pursuant to the terms of the debtor-in-possession financing agreement attached as Exhibit A to Docket # 498.

**“DIP Facility Claim”** means any claim held by the DIP Lender under the DIP Facility.

**“DIP Financing Motion”** means the *Motion of the Debtor Seeking Order: (A) Authorizing the Debtor to Obtain Postpetition Financing From the DIP Lender on a Final Basis Pursuant to §§ 105 and 364 of the Bankruptcy Code; (B) Providing Liens, Security Interests and Superpriority Claims to the DIP Lender; and (C) Approving The Form and Method of Notice Thereof* [Docket # 498].

**“DIP Lender”** means Selene Residential, in its capacity as lender under the DIP Loan Agreement, and such other lenders that may be parties to the DIP Loan Agreement.

**“DIP Loan Agreement”** means the Debtor-In-Possession Loan Agreement dated as of October 21, 2009, as amended, supplemented or modified from time to time, by and among TBW and the DIP Lender.

**“DIP Order”** means the *Order (A) Authorizing the Debtor to Obtain Postpetition Financing From the DIP Lender on a Final Basis Pursuant to §§ 105 and 364 of the Bankruptcy Code; (B) Providing Liens, Security Interests and Superpriority Claims to the DIP Lender; and (C) Approving The Form and Method of Notice Thereof* [Docket # 617].

**“Disclosure Statement”** means the disclosure statement Filed with respect to the Plan, either in its present form or as the disclosure statement may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

**“Disputed Claim”** means any Claim other than (i) an Allowed Claim or (ii) a Claim that has been disallowed by the Court under § 502 of the Bankruptcy Code.

**“Disputed Claims Reserve”** means the reserve established in accordance with Article 7.C.3 of the Plan for the payment of Disputed Claims that are Unsecured Claims, which reserve may be augmented by the Plan Trustee as set forth in the Plan and the Plan Trust Agreement.

**“Distribution”** means any distribution to or on account of the Holder of a Claim against a Debtor.

**“Early Payment Default”** or **“EPD”** means a payment default that occurs early in the life of the loan.

**“Early Purchase Facility”** means a mortgage loan participation facility in which Bank of America purchased 100% participation interests in mortgage loans from TBW pursuant to the Mortgage Loan Participation Purchase and Sale Agreement dated March 31, 2009 between TBW, as Seller, and Bank of America, as Purchaser.

**“Effective Date”** means the Business Day on which the Plan becomes effective pursuant to Article 12 of the Plan; provided however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued prior to the date that would otherwise be the Effective Date, the Effective Date shall be the first Business Day after all such stays or injunctions are no longer in effect.

**“Eligible REMIC Funds”** means funds obtained from sources designated in the REMIC Servicing Agreements and/or the REMIC Pooling and Servicing Agreements as permissible sources of reimbursement of Servicing Advances thereunder.

**“Entity”** means an “entity” as defined in § 101(15) of the Bankruptcy Code.

**“ESOP”** means the Taylor Bean & Whitaker Employee Stock Ownership Plan and all amendments thereto.

**“Estate”** means the bankruptcy estate created in the Chapter 11 Cases for each respective Debtor pursuant to § 541 of the Bankruptcy Code.

**“Exclusive Filing Period”** means the exclusivity period during which only the Debtors may file a Chapter 11 plan.

**“Exclusive Solicitation Period”** means the exclusivity period during which the Debtors may solicit acceptances of the Plan.

**“FDIC”** means the Federal Deposit Insurance Corporation. Unless otherwise indicated, all references to the FDIC are to the FDIC in its capacity as receiver for Colonial.

**“FDIC Documents”** means the bills of sale, security agreements, financing statements and any other documents or certificates to be executed and delivered or recorded by the Debtors, if before the Effective Date, or the Plan Trustee, if on or after the Effective Date, on behalf of the Plan Trust pursuant to the FDIC Settlement Agreement to vest title to the COLB Loans in, or grant and perfect a security interest in the AOT Loans or Overline Loans in favor of, the FDIC, a copy of which shall be attached as an exhibit to the Plan Supplement.

**“FDIC GUC Claim”** means the Allowed General Unsecured Claim of the FDIC against TBW in the amount set forth in Section 1.9 of the FDIC Settlement Agreement and referred to therein as the “FDIC-R GUC Claim.”

**“FDIC Released Claims”** has the meaning given to such term in Article 10.C of the Plan.

**“FDIC Releasees”** has the meaning given to such term in Article 10.C of the Plan.

**“FDIC Releasers”** has the meaning given to such term in Article 10.D of the Plan.

**“FDIC Settlement Agreement”** means the Settlement Agreement dated as of August 11, 2010 between the Debtor, the Creditors’ Committee and the FDIC, as amended by the First Amendment to the FDIC Settlement Agreement filed on August 31, 2010, and approved by the Bankruptcy Court on September 14, 2010 [Docket # 1936], a copy of which shall be attached as an exhibit to the Plan Supplement.

**“FDIC Settlement Date”** means September 14, 2010, which is the date the Bankruptcy Court’s Order approving the FDIC Settlement Agreement was entered in these Chapter 11 Cases [Docket # 1936].

**“FDIC Stipulation”** means the written agreement entered into on or about September 10, 2009 between the Debtor and the FDIC [Docket # 222], approved by the Bankruptcy Court on October 16, 2009 [Docket No. 468].

**“FDIC Substantial Contribution Claim”** the claim awarded by the Bankruptcy Court to the FDIC in the amount of \$1.75 million under § 503(b)(3)(D) of the Bankruptcy Code pursuant to the Plan and the FDIC Settlement Agreement.



**“FDIC Trade Carve-out”** means the amount agreed to be paid to the Trade Creditors from the FDIC GUC Claim, as described in Section 1.10 of the FDIC Settlement Agreement, and also referred to as the Trade Creditor Recovery.

**“Feasibility Test”** has the meaning given to such term in Section X.B of the Disclosure Statement.

**“Fee Application”** means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for payment of a Professional Claim.

**“FHA”** means Federal Housing Administration, a government agency that is part of the Department of Housing and Urban Development, which was established for the purpose of encouraging home ownership and which, among other things, provides mortgage insurance on loans made by FHA-approved lenders, mitigating the risk on those loans for the originators.

**“File,” “Filed” or “Filing”** means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

**“Final Decree”** means, with respect to each Debtor, respectively, the decree contemplated under Bankruptcy Rule 3022.

**“Final Order”** means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in any Bankruptcy Case or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which *certiorari* was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

**“Freddie Mac” or “FHLMC”** means the Federal Home Loan Mortgage Corporation, a congressionally chartered corporation that purchases residential mortgages in the secondary market from mortgage bankers, banks, and savings and loan associations and then packages the mortgages into guaranteed securities that are sold to investors in the capital markets.

**“General Bar Date”** means the deadline for both non-Governmental Authorities and Governmental Authorities to submit Proofs of Claim in these Chapter 11 Cases.

**“General Bar Date Order”** means the Order entered by the Bankruptcy Court on February 22, 2010 [Docket # 1067] that established bar dates for filing proofs of claim and approved the form and manner of notice thereof.

**“General Unsecured Claims”** means all Unsecured Claims including the FDIC GUC Claim other than (and excluding) Trade Claims and Subordinated Claims.

**“General Unsecured Claims (Trade Creditors)”** means all Unsecured Claims held by Trade Creditors.

**“Ginnie Mae”** or **“GNMA”** means Government National Mortgage Association, a congressionally chartered corporation that buys mortgages insured by both the Federal Housing and Veterans Administrations and then pools them into a government-guaranteed investment vehicle called a mortgage-backed security.

**“Governmental Authority”** means any federal, state, provincial, municipal, national or other government, governmental department, commission, board, bureau, court, tribunal, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

**“Gross Affected Funds”** means cumulative amount of servicing-related funds affected by TBW’s collapse, as defined in the Servicing Reconciliation.

**“Henley Holdings”** means Henley Holdings LLC, a Delaware limited liability company, and the purchaser under the Henley Holdings Documents.

**“Henley Holdings Documents”** means that certain Mortgage Loan Sales and Servicing Agreement dated October 17, 2007 by and between TBW, Henley Holdings LLC, and TBW Funding III, and all transaction documents related thereto.

**“Holder”** means an Entity holding a Claim or Interest or any authorized agent who has completed, executed and delivered a Ballot in accordance with the applicable voting instructions. All references to Holders of an Interest in the Plan Trust shall mean the Beneficiaries described in the Plan Trust Agreement.

**“Home America Mortgage”** or **“HAM”** means Home America Mortgage, Inc., a Florida corporation, and a wholly-owned subsidiary of TBW.

**“HUD”** mean the U.S. Department of Housing and Urban Development.

**“Impaired”** means “impaired” within the meaning of § 1124 of the Bankruptcy Code.

**“Insider”** means any “insider” of any of the Debtors within the meaning of § 101(31) of the Bankruptcy Code.

**“Intercompany Claim”** means any Claim of a Debtor against another Debtor, whether accruing before or after the Petition Date, (ii) any Claim for reimbursement arising from one Debtor’s (A) payment as guarantor or surety, of the Debt(s) of another Debtor, or (B) payment or other satisfaction of the Debt(s) or expense(s) of another Debtor, and (iii) any Claim for contribution of a Debtor arising from such Debtor’s payment of a disproportionate share of (A) a joint-and-several liability with one or more other Debtor(s) or (B) expenses that were properly allocable between multiple Debtors.

**“Interest”** means, with respect to any Debtor, any “equity security,” as such term is defined in Bankruptcy Code § 101(16). Interests shall also include, without limitation, all stock, partnership, membership interest, warrants, options, or other rights to purchase or acquire any equity interest in any Debtor.

**“Investigation”** means the internal investigation into the accounting practices of TBW, which was undertaken by TBW and conducted by Troutman Sanders in the summer of 2009.

**“IRC”** means Title 26 of the United States Code.

**“IRS”** means the U.S. Internal Revenue Service.

**“LBF Holdings LLC”** means LBF Holdings LLC, a Florida limited liability company that is owned and controlled by Lee Farkas.

**“Lehman Brothers”** means Lehman Brothers Holdings, Inc.

**“Lien”** means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of a Debtor as contemplated by § 101(37) of the Bankruptcy Code.

**“Liquidation Analysis”** means the liquidation analysis annexed to or incorporated into the Disclosure Statement.

**“Liquidation Expenses”** means, with respect to any Allowed Secured Claim, all costs and expenses incurred by or on behalf of the Plan Trust in preserving or disposing of the Assets securing the Allowed Secured Claim, including, in the case of collection of choses in action, the costs and expenses of attorneys, expert witnesses, and consultants employed by the Plan Trust in prosecuting or otherwise resolving such choses in action.

**“Liquidation Value”** has the meaning given to such term in Section X.A of the Disclosure Statement.

**“Manufacturers and Traders Trust”** or **“M&T”** means Manufacturers and Traders Trust Co.

**“Magnolia Funding”** means Magnolia Street Funding, Inc., a Delaware corporation, which is a special-purpose entity that is a wholly-owned subsidiary of TBW, and was the securitization conduit for the Series 2003-6 Bayview Securitization.

**“Magnolia Funding II”** means Magnolia Street Funding II, Inc., a Delaware corporation, which is a special-purpose entity that is a wholly-owned subsidiary of TBW, and was the securitization conduit for the Series 2004-1 Bayview Securitization.

**“Material Decisions”** has the meaning given to such term in the Plan Trust Agreement.

**“Maturity Date”** means, with respect to any Claim arising pursuant to a written agreement, the maturity date of such Claim under such agreement, without acceleration, and determined without reference to any default under such agreement(s).

**“MBS Sale”** means the § 363 sale by TBW to AG Mortgage of TBW’s residual and other interests in seven trusts that issued securities backed by mortgage loans.

**“Mortgage Bankers Bonds”** has the meaning given to such term in Exhibit F to the Disclosure Statement (setting forth Designated Causes of Action).

**“Natixis”** means Natixis Real Estate Capital, Inc., f/k/a IXIS Real Estate Capital, Inc.

**“Natixis Facility”** means the \$133 million revolving credit facility evidenced by the Natixis Loan Agreement.

**“Natixis Loan Agreement”** means the Second Amended and Restated Loan and Security Agreement dated as of November 28, 2008, as amended by Amendment No. 1 and No. 2 thereto.

**“Navigant”** means Navigant Capital Advisors, LLC.

**“Net Affected Funds on Deposit”** has the meaning given to such term in Section IV.H.7 of the Disclosure Statement.

**“Net Distributable Assets”** means, with respect to each Debtor’s respective Estate, the calculation described in Article 7.D.1 of the Plan.

**“Net Proceeds”** means with respect to any asset sale, the cash proceeds paid by the purchaser in such sale, less the reasonable costs, fees and expenses incurred by the seller to negotiate and close such asset sale.

**“Non-FDIC Releasers”** has the meaning given to such term in Article 10.C of the Plan.

**“Ocala Funding”** means Ocala Funding, LLC, a Delaware limited liability company and a wholly-owned subsidiary of TBW, which was a securitization conduit that issued commercial paper backed by the mortgage loans it purchased from TBW.

**“Ocala Funding Facility”** means Ocala Funding’s commercial paper facility that was created in 2005, ultimately expanded to a \$4 billion facility, and was restructured in June 2008 and reduced to a \$1.75 billion facility.

**“Order”** means any order entered by the Bankruptcy Court in connection with the Debtors’ Chapter 11 Cases.

**“Ordinary Course Professionals”** means professionals that TBW employed pre-petition in the ordinary course of its business and retained without having to file formal retention applications with the Bankruptcy Court, in accordance with the terms of the Bankruptcy Court’s Order entered on May 25, 2010 [Docket # 1477].

**“OTS”** means the Office of Thrift Supervision, an office within the U.S. Department of Treasury.

**“Overline Facility”** means the \$19.8 million facility provided by Colonial under (i) the Repurchase Agreement to purchase mortgage loans from TBW and (ii) the REO Line of Credit to fund advances against eligible REO owned by TBW.

**“Overline Loans”** means the mortgage loans assigned to the Overline Facility and listed on Exhibit H to the FDIC Settlement Agreement.

**“Overline REO”** means the REO related to the Overline Facility and listed on Exhibit J to the FDIC Settlement Agreement.

**“P&I Advances”** means all funds paid by TBW, in its capacity as servicer, for principal and interest owed by borrowers on mortgage loans.

**“Person”** means any individual, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Authority, or other Entity.

**“Petition Date”** means August 24, 2009, the date TBW filed its Chapter 11 bankruptcy petition. With respect to HAM and REO, “Petition Date” means November 25, 2009.

**“Plainfield”** means Plainfield Specialty Holdings II Inc., and its successors in interest.

**“Plan”** means the Chapter 11 liquidating plan Filed by the Plan Proponents, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

**“Plan Advisory Committee”** means the post-confirmation committee formed on the Effective Date, selected by the Creditors’ Committee and identified by the Plan Proponents in the Plan Supplement.

**“Plan Liabilities”** means the “Liabilities” as defined in the Plan Trust Agreement.

**“Plan Notice”** means the notice of the Bankruptcy Court setting forth: (i) the deadline for casting ballots either accepting or rejecting the Plan; (ii) the deadline for filing objections to confirmation of the Plan; and (iii) the date, time and location of the Confirmation Hearing [Docket # \_\_\_\_].

**“Plan Proponent Released Parties”** has the meaning given to such term in Article 10.G.1 of the Plan.

**“Plan Proponents”** means the Debtors and the Creditors’ Committee.

**“Plan Releasing Parties”** has the meaning given to such term in Article 10.E.1 of the Plan.

**“Plan Summary Table”** means the summary of classification and treatment of Claims and Interests under the Plan, and is set forth in Section II.B of the Disclosure Statement.

**“Plan Supplement”** means the document to be Filed with the Bankruptcy Court at least three (3) days prior to the Confirmation Hearing, to which shall be attached exhibits that contain, among other things, a list of the members of the Plan Advisory Committee, a copy of the Plan Trust Agreement, and the FDIC Documents.

**“Plan Trust”** means the trust known as “The Taylor, Bean & Whitaker Plan Trust” created pursuant to the Plan Trust Agreement on the Effective Date in accordance with the Plan, the Confirmation Order and the Plan Trust Agreement, the purposes of which include, without limitation: (i) to receive the Assets of each Debtor for the benefit of the Holders of Claims against each of the Debtors under the Plan and otherwise to act as a “liquidating trust” within the meaning of Treasury Regulations § 301.7701-4(d); (ii) to collect and sell, dispose, or otherwise realize value of any kind whatsoever in respect of each Debtor’s Assets; (iii) to preserve and distribute the consideration to be distributed to Holders of Claims against each of the Debtors pursuant to the Plan, the Plan Trust Agreement, the Confirmation Order, and such other Orders as may be entered by the Bankruptcy Court; (iv) to prosecute or settle objections to Disputed Claims against each of the Debtors; (v) to prosecute or settle Causes of Action (including, without limitation, Designated Causes of Action and Avoidance Actions) for the benefit of Creditors of each of the Debtors; and (vi) to perform all other obligations pursuant to the Plan, the Plan Trust Agreement, and any Orders entered by the Bankruptcy Court. For the avoidance of doubt, references in the Plan to “the Plan Trust” may also be construed as “the Plan Trustee, for the benefit of Holders of beneficial interests in the Plan Trust,” as the context requires.

**“Plan Trust Agreement”** means the trust agreement for the Plan Trust, as in effect from time to time.

**“Plan Trust Assets”** means, collectively, (i) the Assets of the Debtors contributed to the Plan Trust in accordance with Article 6.F.1 of the Plan and in accordance with the Plan Trust Agreement, and (ii) any proceeds of any other property to which the Debtors’ Estates are or become entitled pursuant to any settlement, stipulation, Order of the Bankruptcy Court, or otherwise.

**“Plan Trust Exculpated Parties”** has the meaning given to such term in the Plan Trust Agreement.

**“Plan Trust Operating Expense Reserve”** means the reserve established in accordance with Article 7.C.1 of the Plan for the payment of Plan Trust Operating Expenses, which reserve may be augmented by the Plan Trustee as set forth in the Plan and the Plan Trust Agreement.

**“Plan Trust Operating Expenses”** means any and all costs, expenses and other liabilities incurred or anticipated to be incurred in connection with the administration of the Plan Trust and the maintenance, liquidation and Distribution of Plan Trust Assets, including, without

limitation, (1) amounts due to the Plan Trustee and its professionals, agents and advisors, (2) amounts due to the Plan Advisory Committee and its members and their respective professionals, (3) amounts due to any Plan Trust Exculpated Party, and (4) U.S. Trustee fees due under Article 3.C of the Plan or the U.S. Trustee's guidelines, in each case whether incurred or asserted pursuant to the Plan, the Confirmation Order, the Plan Trust Agreement or otherwise.

**"Plan Trust Professionals"** means the Plan Trustee, counsel to the Plan Trustee, and such other professionals retained by the Plan Trustee to assist in the administration and all other duties of the Plan Trust, including, without limitation, commencing and prosecuting the Causes of Action and Claims reconciliation process.

**"Plan Trust Released Claims"** has the meaning given to such term in the Plan Trust Agreement.

**"Plan Trustee"** means Neil F. Luria or any successor appointed to serve as trustee of the Plan Trust in accordance with the terms of the Plan, Confirmation Order and the Plan Trust Agreement.

**"Platinum Bancshares"** means Platinum Bancshares, Inc., an Illinois corporation and a subsidiary of TBW.

**"Platinum Bank"** means Platinum Community Bank, a federally chartered thrift and a wholly-owned subsidiary of Platinum Bancshares.

**"Priority Claim"** means a Claim to the extent that it is of the kind described in, and entitled to priority under § 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim or a Priority Tax Claim.

**"Priority Tax Claim"** means a Claim of a Governmental Authority of the kind specified in § 507(a)(8) of the Bankruptcy Code.

**"pro rata"** means, with respect to any Distribution on account of any Allowed Claim in any Class, the ratio of (a) the amount of such Allowed Claim to (b) the sum of (i) all Allowed Claims in such Class and (ii) the aggregate maximum allowable amount of all Disputed Claims in such Class for which a Reserve must be established under the Plan.

**"Professional"** means any professional employed or to be compensated pursuant to §§ 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.

**"Professional Claim"** means a Claim for compensation for services and/or reimbursement of expenses pursuant to §§ 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 Cases.

**"Professional Claim Bar Date"** means the date or dates fixed by the Bankruptcy Court as the last date for filing a request for payment of a Professional Claim, as set forth in Article 3.A.3 of the Plan, that is not subject to any other Bar Date Orders or any other Order

that establishes the last date for filing such Professional Claim. The Plan does not affect or extend any Professional Claim deadline established by any other Order and the earliest Professional Claim deadline applicable to any Professional Claim shall govern and control.

**“Professional Claim Objection Deadline”** means twenty-five (25) days after the Professional Claim Bar Date, or as extended pursuant to Article 3.A.3(b) of the Plan.

**“Proof of Claim”** means a proof of claim filed in the Chapter 11 Cases pursuant to § 501 of the Bankruptcy Code and/or pursuant to any Order of the Bankruptcy Court, together with supporting documents.

**“Purchased Loan”** means a mortgage loan that was purchased by a buyer under the Repurchase Agreement.

**“Reconciliation”** means collectively the Asset Reconciliation and the Servicing Reconciliation conducted by the Debtor, the results of which are set forth in the Reconciliation Report, as more particularly described in Section IV.H.7 of the Disclosure Statement.

**“Reconciliation Report”** means the Final Reconciliation Report dated July 1, 2010 prepared by the Debtors, as more particularly described in Section IV.H.7 of the Disclosure Statement.

**“Regions”** means Regions Bank.

**“Rejection Orders”** means the Orders of the Bankruptcy Court approving the Debtor’s motions seeking authority to reject certain non-residential real property leases, equipment leases, and/or executory contracts.

**“REMIC”** means a real estate mortgage investment conduit within the meaning of the Internal Revenue Code.

**“REMIC Certificateholder”** means, with respect to each REMIC Securitization, the holders of certificates issued by the applicable REMIC Trust to investors in that securitization.

**“REMIC Certificateholder Releasee”** has the meaning given to such term in Article 10.F of the Plan.

**“REMIC Damage Claims”** means the claim of the REMIC Trusts, the REMIC Trustees, Wells Fargo and the REMIC Insurers, in connection with the REMIC Securitizations, in the aggregate amount of \$10,150,060.

**“REMIC Depositor”** means the Entity that acquired pools of mortgage loans from the REMIC Initial Purchaser and conveyed such loans to the REMIC Trust in connection with a REMIC Securitization. The REMIC Depositors are comprised of BNP Paribas Mortgage Securities LLC, Credit Suisse First Boston Mortgage Securities Corp., Mortgage Asset Securitization Transactions, Inc., and Structured Asset Securities Corp.



**“REMIC Initial Purchaser”** means the Entity that purchased pools of mortgage loans from TBW and conveyed such loans to the REMIC Depositor in connection with a REMIC Securitization. The REMIC Initial Purchasers are comprised of BNP Paribas Mortgage Corp., DLJ Mortgage Capital, Inc., Lehman Brothers Holdings Inc. and UBS Real Estate Securities Inc.

**“REMIC Insurer”** means, with respect to each REMIC Securitization, the Entity that guaranteed payments to any REMIC Certificateholder.

**“REMIC Pooling and Servicing Agreement”** means, with respect to each REMIC Securitization, the pooling and servicing agreement governing such REMIC Securitization, which, among other things, establishes the REMIC Trust, appoints the REMIC Trustee and delineates its duties, rights and responsibilities, appoints Wells Fargo as master servicer, successor servicer and trust administrator and delineates its duties, rights and responsibilities, provides for the issuance of certificates by the REMIC Trust, and provides for the priority of distributions of assets of the REMIC Trust.

**“REMIC Releasing Certificateholders”** has the meaning given to such term in Article 10.F of the Plan.

**“REMIC Securitizations”** has the meaning given to such terms in Section IV.C.2.b of the Disclosure Statement.

**“REMIC Servicing Agreement”** means, with respect to each REMIC Securitization, the servicing agreement between TBW, as servicer, and Wells Fargo, as master servicer, providing for the terms under which TBW serviced the mortgage loans owned by the respective REMIC Trust.

**“REMIC Settlement Agreement”** means, with respect to each REMIC Securitization, the Settlement Agreement dated as of November 11, 2010 between the Debtor, the Creditors’ Committee, Wells Fargo, in its capacities as master servicer, successor servicer and trust administrator, the REMIC Trustee, and the REMIC Insurer, if any, and approved by the Bankruptcy Court on \_\_\_\_\_, 2010 [Docket # \_\_\_\_\_], a copy of which shall be attached as an exhibit to the Plan Supplement. There are twelve REMIC Settlement Agreements, one for each REMIC Securitization.

**“REMIC Transferor Parties”** has the meaning given to such term in Article 10.G.2 of the Plan.

**“REMIC Trust”** means, with respect to each REMIC Securitization, the trust established under the REMIC Pooling and Servicing Agreement for such securitization, the names of which are set forth in footnote 11 to the Disclosure Statement.

**“REMIC Trust Released Claims”** has the meaning given to such term in Article 10.E.1 of the Plan.

**“REMIC Trust Released Parties”** has the meaning given to such term in Article 10.E.1 of the Plan.

**“REMIC Trust Stipulation”** means the Stipulation Between Taylor, Bean & Whitaker Mortgage Corp., Debtor, And Wells Fargo Bank, National Association, Filed with the Bankruptcy Court on October 7, 2009 [Docket # 412], and approved by the Bankruptcy Court by Order entered on October 15, 2009 [Docket # 456].

**“REMIC Trustee”** means, with respect to each REMIC Securitization other than TBW Mortgage-Backed Trust Series 2007-1, U.S. Bank, and with respect to TBW Mortgage-Backed Trust Series 2007-1, The Bank of New York Mellon, in each case in its capacity as trustee under the REMIC Pooling and Servicing Agreement for the related REMIC Trust.

**“REO”** means real estate owned, a term typically used for how an asset was held following foreclosure of the mortgage loan by the record owner of the loan or its agent.

**“REO Line of Credit”** means the committed line of credit provided to TBW by Colonial under the REO Loan and Security Agreement.

**“REO Loan and Security Agreement”** means the Amended and Restated Mortgage Warehouse Loan and Security Agreement (REO Line of Credit), dated as of June 30, 2009 between TBW, as borrower, and Colonial, as Lender.

**“REO Proceeds Clearing Account”** means TBW’s Account No. 8037245423 at Colonial into which proceeds from the sale of REO were deposited and disbursements relating to preservation of REO were made.

**“REO Sale”** means the § 363 bulk sale of approximately 901 REO properties by TBW to Selene REO approved by the Bankruptcy Court pursuant to Orders entered on December 17, 2009 and January 11, 2010.

**“REO Sale Agreement”** means the Real Estate Purchase and Sale Agreement dated October 21, 2009 between TBW and Selene REO.

**“REO Specialists”** means REO Specialists, LLC, a Florida limited liability company, and a wholly-owned subsidiary of TBW.

**“Repo Line”** means the committed mortgage loan purchase facility established under the Repurchase Agreement.

**“Repurchase Agreement”** means the Amended and Restated Master Repurchase Agreement dated as of October 31, 2008 and/or June 30, 2009 between the buyers party thereto, their agent named therein, and TBW, as the seller.

**“Repurchase Facility”** means the facility established under the Repurchase Agreement.

**“Reserves”** means the Plan Trust Operating Expense Reserve, the Administrative and Priority Claims Reserve, and the Disputed Claims Reserve, as the context shall require.

**“Reverse Mortgages”** means the twenty-three reverse mortgages subject to the *Order Approving the Debtor’s Sale of Reverse Mortgages and Granting Related Relief*, entered June 30, 2010 [Docket # 1642].

**“RoundPoint”** means RoundPoint Mortgage Servicing Corporation, a Florida corporation.

**“Schedules”** means, collectively, the Debtors’ respective Statements of Financial Affairs and Schedules of Assets and Liabilities.

**“Seaside”** means Seaside Bank.

**“SEC”** means the United States Securities and Exchange Commission.

**“Secured Claim”** means a Claim that is secured by a Lien on, or security interest in, property of any of the Debtors, or that has the benefit of rights of setoff under § 553 of the Bankruptcy Code, but only to the extent of the value of the Creditor’s interest in the Debtor’s interest in such property, or to the extent of the amount subject to setoff, which value shall be determined by the Bankruptcy Court pursuant to §§ 506(a), 553, and/or 1129(b)(2)(A)(i)(11) of the Bankruptcy Code, as applicable.

**“Selene Finance”** means Selene Finance, LP.

**“Selene REO”** means Selene RMOF REO Acquisition II LLC, a Delaware limited liability company.

**“Selene Residential”** means Selene Residential Mortgage Opportunity Fund, L.P., lender for TBW’s debtor-in-possession financing.

**“Servicing Advance”** “means any P&I Advance, T&I Advance or Corporate Advance.

**“Servicing Fees”** means (i) with respect to any mortgage loan or any subset thereof, the servicing fees and any and all income, revenue, fees, expenses, charges or other moneys permitted to be received, collected, and retained by TBW, as servicer, pursuant to the applicable mortgage loan servicing agreement, and (ii) with respect to residential mortgage loans owned by a non-Debtor Entity but for which one or more Debtors holds the Servicing Rights, the servicing fees and any and all income, revenue, fees, expenses, charges or other moneys permitted to be received, collected, and retained by TBW, as servicer, pursuant to the agreement governing such Servicing Rights.

**“Servicing Reconciliation”** means the reconciliation performed by the Debtor in accordance with the terms of the FDIC Stipulation relating to borrower funds and other servicing related monies that were affected by the collapse of TBW and the failure of Colonial, as more particularly described in the Reconciliation Report.

**“Servicing Rights”** means, (i) with respect to any mortgage loans or any subset thereof, the right to service such mortgage loans, or to designate the servicer of such Mortgage Loans, on substantially the same terms and conditions set forth in the

applicable mortgage loan servicing agreement, and (ii) with respect to residential mortgage loans owned by a non-Debtor Entity, the right to service and/or designate the servicer or sub-servicer of such loans on the terms set forth in the agreement governing the servicing of such loans.

**“Sharing Percentage”** means, with respect to any Allowed Secured Claim against any Debtor, the percentage of the net recovery on such Claim that will be paid to the Plan Trust as compensation for prosecuting, collecting, settling or otherwise monetizing such Claim. The Sharing Percentage will either (a) be agreed to in writing by the Holder of such Claim and the Plan Proponents (if prior to the Effective Date) or the Plan Trustee (if on or after the Effective Date), or (b) set forth by the Plan Proponents in the Plan Supplement. The Sharing Percentage shall be multiplied by the net recovery on such Claim to determine the dollar amount or value of such recovery that is payable to the Plan Trustee. The net recovery on such Claim shall equal the total recovery on such Claim *minus* the Liquidation Expenses applicable to such Claim.

**“Sovereign”** means Sovereign Bank, a Federal Savings Bank, in its capacity as Agent for the Lenders under the Sovereign Facility.

**“Sovereign Facility”** means the \$236 million revolving credit facility evidenced by the Sovereign Loan Agreement.

**“Sovereign Loan Agreement”** means the Sixth Amended and Restated Servicing Facility Loan and Security Agreement dated May 15, 2009 between TBW, as borrower, Sovereign, as agent, and the other lenders party thereto.

**“Stichter Riedel”** means Stichter, Riedel, Blain & Prosser, P.A., a Florida professional association, counsel to the Debtors.

**“Subordinated Claim”** means any Claim that (i) is subordinate in right of payment to another Class of Claims by (a) an agreement that is enforceable pursuant to § 510(a) of the Bankruptcy Code or (b) Order of the Bankruptcy Court pursuant to §§ 509(c) or 510(e) of the Bankruptcy Code, (ii) arises from rescission of a purchase or sale of a security of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement of contribution allowed under § 502 of the Bankruptcy Code on account of such a Claim, or (iii) is for any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Holder of such Claim.

**“T&I Advances”** means advances for taxes and insurance made by TBW as servicer for a mortgage loan.

**“TARP”** means Troubled Asset Relief Program.

**“TBW”** means Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation.

**“TBW REMIC Claims”** means the Debtor’s Claims for reimbursement of Servicing Advances and payment of Servicing Fees owed to it under the REMIC Servicing Agreements.

**“TBW Funding II”** means TBW Funding Company II LLC, a Delaware limited liability company, which is a special-purchase entity that is a wholly-owned subsidiary of TBW and was established as the securitization conduit for certain of the Bayview Securitizations.

**“TBW Funding III”** means TBW Funding Company III, LLC, a Delaware limited liability company, which is a special purpose entity that is a wholly-owned subsidiary of TBW and was established in connection with a transaction with Henley Holdings.

**“TBW Whole Loans”** means the mortgage loans listed on Exhibit K to the FDIC Settlement Agreement.

**“Trade Claims”** has the meaning given to such term in Article 4.H.1 of the Plan.

**“Trade Creditor”** means each Holder of a Trade Claim.

**“Trade Creditor Recovery”** has the meaning given to such term in Section 1.10 of the FDIC Settlement Agreement.

**“Treasury Regulations”** means the regulations promulgated from time to time by the IRS or the Department of the Treasury, as amended, supplemented or modified from time to time.

**“Troutman Sanders”** means Troutman Sanders LLP, a Georgia limited liability partnership, special counsel to the Debtor.

**“UBS”** means UBS Securities, LLC.

**“U.C.C.”** means the Uniform Commercial Code, as enacted in the applicable state.

**“Unanimous Decision”** has the meaning given to such term in the Plan Trust Agreement.

**“Unimpaired”** means, with respect to a Class of Claims, that such Class is not Impaired.

**“Unencumbered”** means, with respect to any Asset or other property, not subject to (i) a Lien or (ii) a charge to use such Asset or other property for a particular purpose to which the Debtors or the Plan Trustee have agreed or are bound.

**“Unsecured Claim”** means a Claim that is not a DIP Facility Claim, Secured Claim, Administrative Expense Claim, Priority Tax Claim, Priority Claim, or Subordinated Claim, and shall include, without limitation, any Deficiency Claim.

**“UPB”** means unpaid principal balance.

**“U.S. Bank”** means U.S. Bank, National Association, in its capacity as trustee under the Bayview Securitization Documents.

**“U.S. Trustee”** means the Office of the United States Trustee for the Middle District of Florida.

**“VA”** means U.S. Department of Veterans Affairs.

**“WARN Act”** means Worker Adjustment Retraining Notification Act, 29 U.S.C. § 2101, *et seq.*

**“Wells Fargo”** means Wells Fargo Bank, N.A., in its capacity as master servicer, successor servicer or trust administrator, as the context shall require.

References to an “Article,” “Section,” “§,” “Exhibit,” or “Annex” shall be to an Article, Section, §, Exhibit, or Annex to the Plan or the Disclosure Statement unless otherwise specifically provided. Any term defined therein may be used in the singular or plural. Thus, for example, the term “Chapter 11 Protected Party” means any of the “Chapter 11 Protected Parties.” The terms “include,” “includes” and “including” shall be deemed to be followed by “without limitation.” All pronouns used therein shall be deemed to cover all genders. Except as otherwise specified or limited therein, references to any Person include the successors and assigns of such Person. References “from” or “through” any date mean, unless otherwise specified, “from and including” or “through and including,” respectively. Unless otherwise specified therein, all payments described or references to “\$” therein shall refer to United States Dollars. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.