

Exhibit A

Settlement Agreement

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT dated as of November 15, 2010 (this "Agreement"), is by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("TBW"), REO SPECIALISTS, LLC, a Florida limited liability company ("REO"), and ROBERT B. SILLIMAN, as the duly qualified and acting Chapter 7 Trustee ("Trustee") of the bankruptcy estate of United Funding Mortgage Corp. (the "UFM Bankruptcy Estate"). TBW, REO, and Trustee are, collectively, the "Parties."

WHEREAS, TBW is a debtor and debtor-in-possession in a pending chapter 11 bankruptcy case, In re: Taylor, Bean & Whitaker Mortgage Corp., et al., Case No. 09-07047-JAF, United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division (the "Jacksonville Bankruptcy Court") (the "TBW Bankruptcy Case");

WHEREAS, REO is a debtor and debtor-in-possession in a pending chapter 11 bankruptcy case, In re: REO Specialists, LLC, Case No. 09-10022-JAF, pending in the Florida Bankruptcy Court, which case is being jointly administered with the TBW Bankruptcy Case;

WHEREAS, UFM is a debtor in a pending chapter 7 bankruptcy case, In re: United Funding Mortgage Corp., Case No. 10-83213-JB, United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Atlanta Bankruptcy Court") (the "UFM Bankruptcy Case");

WHEREAS, the UFM Bankruptcy Estate holds record title to real properties located at (i) 1205 West Conway Drive, NW, Atlanta, Georgia ("1205 W. Conway") and (ii) 501 Spring Lake Road, Ocala, Florida ("501 Spring Lake"), along with 1205 W. Conway, each a "Property", and collectively, the "Properties";

WHEREAS, TBW and REO have claims against the Properties including, without limitation, claims for fraudulent conveyance and constructive trust arising from the misappropriation of TBW and REO funds used by or on behalf of United Funding Mortgage Corp. to purchase and improve the Properties;

WHEREAS, Trustee has entered into a Purchase and Sale Agreement dated September 18, 2010, to sell 1205 W. Conway to Paul Bontempo and Janice Bontempo for a purchase price of \$750,000 with a closing date of November 29, 2010 (as amended, the "Bontempo Sales Agreement");

WHEREAS, Trustee has filed in the UFM Bankruptcy Case its Motion for an Order Approving Sale of 1205 W. Conway Drive, N.W., Atlanta, Georgia Free and Clear of Liens, Claims, and Encumbrances (Doc. No. 48 in the UFM Bankruptcy Case) (the "Sale Motion") seeking approval of the sale of 1205 W. Conway pursuant to Section 363 of Title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, pursuant to the Sale Motion, Trustee proposes to pay certain fees, taxes, expenses, and reimbursements from the proceeds of the sale of 1205 W. Conway so that the net

proceeds to the UFM Bankruptcy Estate will be approximately \$679,200.00 (the "Bontempo Net Proceeds"); and

WHEREAS, the Parties desire, in lieu of litigating the claims of TBW and REO at great expense to the estates of TBW, REO, and UFM, to settle the claims held by TBW and REO against the Properties pursuant to the terms of this Agreement.

THEREFORE, for valuable consideration, including the mutual agreements hereinafter set forth, the Parties agree as follows:

1. TBW shall not oppose the Sale Motion or the Bontempo Sales Agreement. The Parties agree that the Trustee shall continue to market and attempt to sell the Properties (including 1205 W Conway if the Bontempo Sales Agreement does not close) or that, if he so elects, the Trustee may ask TBW to assume the role of marketing and selling the Properties for the UFM Bankruptcy Estate upon such terms and conditions as the Trustee and TBW may agree.

2. At the closing of a sale of either Property, including without limitation the closing of the Bontempo Sales Agreement, Trustee shall distribute to TBW sixty (60%) percent the proceeds of such sale, less any taxes, costs, fees, or expenses owed on the Property or incurred by Trustee in the marketing or sale of such Property (the "Net Proceeds") and retain the remaining 40% of the Net Proceeds for the benefit of the UFM Bankruptcy Estate.

3. Effective upon receipt by TBW of 60% of the Net Proceeds of the sale of both Properties, (i) TBW and REO, on behalf of themselves, their affiliates and their respective successors and assigns hereby irrevocably release, waive, and forever relinquish all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which TBW or REO have, may have, or might assert at the time of execution of this Agreement, or in the future, against the UFM Bankruptcy Estate or Trustee, and Trustee's attorneys, directly or indirectly, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Properties; and (ii) Trustee, on behalf of itself, the UFM Bankruptcy Estate, and their respective successors and assigns hereby irrevocably releases, waives, and forever relinquishes all right of setoff, recoupment, claims, demands, obligations, liabilities, and causes of action of whatever kind or nature, whether known or unknown, which Trustee or the UFM Bankruptcy Estate has, may have, or might assert at the time of execution of this Agreement, or in the future, against TBW and REO and each of their present officers, directors and attorneys, directly or indirectly, which occurred, existed, was taken, permitted, or begun prior to or on the date of this Agreement, arising out of, based upon, or in any manner connected with the Properties.

4. Subject to approval by the Jacksonville Bankruptcy Court, TBW and REO hereby represent and warrant that (i) the person signing this Agreement has the authority to act on behalf of TBW and REO, (ii) this Agreement has been duly authorized, executed and delivered by TBW and REO and is the valid and binding obligation of TBW and REO enforceable against TBW and REO in accordance with its terms and (iii) no material consent of any third party is required for its execution, delivery, and performance of this Agreement by TBW and REO.

5. Subject to approval by the Atlanta Bankruptcy Court, Trustee hereby represents and warrants that (i) the person signing this Agreement has the authority to act on behalf of Trustee and the UFM Bankruptcy Estate, (ii) this Agreement has been duly authorized, executed and delivered by Trustee and is the valid and binding obligation of Trustee and the UFM Bankruptcy Estate enforceable against Trustee and the UFM Bankruptcy Estate in accordance with its terms and (iii) no material consent of any third party is required for its execution, delivery, and performance of this Agreement by Trustee and the UFM Bankruptcy Estate.

6. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof.

7. This Agreement may be executed in counterparts, each of which will be deemed an original and can be delivered by fax or email.

8. This Agreement shall, in all respects, be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia, without reference to any choice or conflict of law provisions.

9. Venue for any action arising under or relating to this Agreement lies in the United States Bankruptcy Court for the Northern District of Georgia or the Middle District of Florida, and the parties agree to consent to such Courts' jurisdiction to enforce the terms of this Agreement.


10. The terms of this Agreement are subject to approval by final order of this Agreement by both the Jacksonville Bankruptcy Court and the Atlanta Bankruptcy Court. This Agreement shall become null and void if it is not approved by both the Jacksonville Bankruptcy Court and the Atlanta Bankruptcy Court on or before February 1, 2011; provided that such date may be extended by mutual agreement of the Parties.

[signatures on following page]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.

ROBERT B. SILLIMAN, as Trustee for
United Funding Mortgage Corp.

By: 
Name: Neil Linn
Title: CRO

REO SPECIALISTS, LLC


By: 
Name: Neil Linn
Title: _____

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TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.

ROBERT B. SILLIMAN, as Trustee for
United Funding Mortgage Corp.

By: _____



Name: _____

Title: _____

REO SPECIALISTS, LLC

By: _____

Name: _____

Title: _____