

## **EXHIBIT A**

LOAN SALE AGREEMENT

THIS LOAN SALE AGREEMENT (the "Agreement") is made and entered into as of this 18 day of November, 2010 by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP., a Florida corporation ("Seller") and JUMBO HOLDING, LLC, a Florida limited liability company, or its assigns ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner and holder of a certain loan, note, mortgage and security agreement; and

WHEREAS, the loan is more particularly described in Exhibit A (the "Loan"), which exhibit shows the name of the borrower and principal balance due as of October 8, 2010, and is attached hereto and incorporated herein by this reference; and

WHEREAS, Seller is willing to sell the Loan; and

WHEREAS, Purchaser has had the opportunity to thoroughly review the documentation in Seller's possession or control pertaining to the Loan, including, without limitation, to the extent applicable, all promissory notes, mortgages, and other documents endorsing, securing, guaranteeing or otherwise relating to the Loan, together with all amendments and assignments to any one or more of such documents (collectively the "Loan Documents"); and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Loan, subject to and upon the terms and conditions set forth herein; and

WHEREAS, Seller has filed a Chapter 11 bankruptcy case which is currently pending in the United States Bankruptcy Court for the Middle District of Florida (Jacksonville) ("Bankruptcy Court") and is titled *In Re Taylor, Bean and Whitaker Mortgage Corp.*, Case No.09-07047-JAF ("Bankruptcy Case"); and

WHEREAS, the transaction contemplated by this Agreement will be consummated pursuant to an order to be entered in the Bankruptcy Case under Sections 105, 363 and other applicable provisions of Title 11 of the United States Code (11 U.S.C. §101 *et seq.*), as amended (the "Bankruptcy Code"), and any rules promulgated pursuant hereto (the "Bankruptcy Rules").

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Purchaser and Seller, Purchaser and Seller hereby covenant and agree as follows:

I. PURCHASE AND SALE OF LOAN. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all subject to and upon the terms and conditions set forth in this Agreement, all of Seller's right, title, and interest, including all obligations in, to, and under the Loan. Effective as of the Closing (as hereinafter defined), Purchaser shall accept and assume, without recourse to Seller, all of Seller's duties and obligations under the Loan and Loan Documents. In the event the Bankruptcy Court fails to approve the Sale Motion (as defined below) and enter the Sale Order (as defined below), this Agreement shall be deemed terminated, in which event the Earnest Money (as

defined below) shall be returned to Purchaser and all rights and obligations of the parties hereunder will be of no further force or effect except as otherwise expressly set forth herein.

2. EARNEST MONEY. Immediately upon the execution of this Agreement by Seller and Purchaser, and as a condition precedent to the effectiveness of this Agreement, Purchaser shall deposit with Seller the amount of TWO HUNDRED ONE THOUSAND (**\$201,000.00**), which amount shall be the "**Earnest Money**". The Earnest Money shall be applied to the Purchase Price and paid to Seller at the Closing, or as otherwise set forth in this Agreement. Seller's wiring instructions are attached as **Exhibit E**. Seller shall keep the Earnest Money separate from its other accounts. No interest shall be paid by Seller to Purchaser on the Earnest Money.

3. PURCHASE PRICE. The purchase price for the Loan shall be **TWO MILLION ONE HUNDRED TEN THOUSAND (\$2,110,000.00)** (the "**Purchase Price**"). Purchaser agrees that **Exhibit A** includes a statement of the outstanding principal balance of the Loan as of October 8, 2010. The Seller hereby agrees that any payments of principal made by the borrower with respect to the Loan after the date hereof shall inure to the benefit of the Purchaser, if Closing occurs. Purchaser shall be entitled to all other proceeds, recoveries, and collections with respect to the Loan, whether in respect of or allocable to principal or interest (whenever accrued) or otherwise received by Seller after the date hereof, if Closing occurs.

4. THE CLOSING; CLOSING COSTS.

(a) Purchaser and Seller shall consummate the purchase and sale of the Loan (the "**Closing**") via U.S. Mail or at the offices of Seller's counsel, Troutman Sanders LLP, at 600 Peachtree Street, N.E., Suite 5200, Atlanta, Georgia 30308-2216, or at such other location as may be agreed upon by Purchaser and Seller, not later than five (5) days after entry of the Sale Order (as hereinafter defined).

(b) Seller shall be responsible for its attorneys' fees and expenses. Purchaser shall be responsible for all other costs and expenses in connections with this Agreement and the transaction contemplated hereunder including, but not limited to, Purchaser's attorneys' fees and expenses, any title examination, insurance, endorsement or any other title company expenses, recording fees, documentary fees, transfer taxes and all of Purchaser's inspection and due diligence costs.

(c) From and after the Closing, Purchaser shall be solely responsible with respect to all federal and state tax reporting requirements applicable to the holder of the Loan for calendar year 2010 and afterwards, including reporting requirements with respect to Form 1099.

5. ITEMS TO BE DELIVERED.

(a) At Closing, Seller agrees to execute and deliver to Purchaser the following documents:

(i) Original, if available, or photocopies if any originals are not available, of each of the Loan Documents, with each promissory note endorsed by Seller in the following manner, which endorsement(s) shall be by allonge (collectively, the "**Allonge**");

"Pay to the order of JUMBO HOLDING, LLC, a Florida limited liability company, without recourse or warranty.

Taylor, Bean & Whitaker Mortgage Corp.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

In the event any of the originals of the foregoing Loan Documents cannot be made available, Seller shall provide lost loan document affidavits.

(ii) An Assignment and Assumption of Loan Documents for the Loan, substantially in the form of **Exhibit B**, attached hereto and incorporated herein by this reference (the "**Assignment of Loan Documents**");

(iii) A letter to the borrower to notify the borrower that the Loan has been purchased by the Purchaser and directing that all sums due and payable on the Loan from and after the Closing should be made to Purchaser, which letter shall be substantially in the form of **Exhibit C**, attached hereto and incorporated herein by this reference (the "**Goodbye Letter**");

(iv) Assignment(s) of each Mortgage and any amendments thereto, in the form of **Exhibit D**, attached hereto and incorporated herein by this reference (collectively, the "**Assignment of Mortgage**");

(v) Assignments of the financing statements, if applicable, for the Loan, assigned by Seller to Purchaser without recourse or warranty (the "**UCC Assignments**"); and

(b) The Allonge, the Assignment of Mortgage, the Assignment of Loan Documents, the UCC Assignments, and the Goodbye Letter are referred to herein as the "**Transfer Documents**."

(c) At Closing, the Earnest Money will be applied by Seller to the Purchase Price. Purchaser also agrees to execute and deliver any of the Transfer Documents to be signed at Closing requiring the execution thereof by Purchaser, and such other documents and instruments as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement.

(d) At Closing, each of Purchaser and Seller agree to execute and deliver such other documentation as may be required by the Bankruptcy Court.

(e) In regard to that certain Joint Venture Agreement dated February 13, 2007 between Seller and Digvijay Gaekwad, if Purchaser, on behalf of Seller and at Purchaser's sole cost and expense, satisfies all transfer requirements with respect to Seller's interests under such agreement, then Seller agrees to execute and deliver such documentation necessary to transfer Seller's interest in Jumbolair Joint Venture to Purchaser for no additional consideration, such documentation being in form and substance mutually satisfactory to Purchaser and Seller. Seller will transfer such interest "as is" with no representations or warranties of any kind. Purchaser must submit to Seller a written request for such transfer together with reasonable evidence that (i) Purchaser has complied with said transfer requirements, (ii) Digvijay Gaekwad has expressly waived any right of first refusal or other right to buy Seller's interest, (iii) Digvijay Gaekwad has expressly released Seller in writing from all liabilities and obligations under the Joint Venture Agreement and will look solely to Purchaser, and (iv) Purchaser has obtained consent from all other interested parties, including without limitation parties to that certain Amended and Restated Shareholders Agreement dated August 27, 2008 among Jeremy Thayer, Jennifer Thayer, Seller and Jumbolair, Inc. In no event shall Seller be required to incur any expense (other than de minimis expense) with respect to such transfer. This subparagraph 5(e) will survive Closing.

6. INTENTIONALLY DELETED.

7. DEFAULTS.

(a) In the event Seller breaches or fails to perform or comply with any of its covenants, duties, agreements or obligations set forth in this Agreement prior to Closing, Purchaser shall, as its sole right and remedy therefor, be entitled to terminate this Agreement by giving written notice thereof to Seller, in which event Seller shall deliver the Earnest Money to Purchaser and this Agreement shall terminate and be of no further force or effect, and neither Purchaser nor Seller shall have any further rights, liabilities, duties or obligations hereunder, except with respect to the provisions of this Agreement that expressly survive the termination of this Agreement.

(b) In the event Purchaser breaches or fails to perform or comply with any of its covenants, duties, agreements or obligations set forth in this Agreement, Seller shall, as its sole right and remedy therefor, be entitled to retain the Earnest Money as liquidated damages, whereupon, this Agreement shall terminate and be of no further force or effect, and neither Purchaser nor Seller shall have any further rights, liabilities, duties or obligations hereunder, except with respect to the provisions of this Agreement that expressly survive the termination of this Agreement. Seller and Purchaser agree that the actual damages for any such breach by Purchaser are now and probably in the future will be impossible to ascertain with certainty, and the foregoing liquidated damages provision represents a reasonable estimate of the probable extent of such damages and is not intended as a penalty.

8. NO BROKER. Purchaser hereby represents to Seller that it has not discussed this Agreement or the subject matter thereof with any broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman, to claim a commission, fee or other compensation with respect to the conveyance of the Loan. Purchaser hereby agrees to indemnify and hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including attorneys' fees and costs of litigation, Seller shall ever suffer or incur because of any claim by any agent or broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or the sale and purchase of the Loan and arising out of the acts or agreements of Purchaser. This Paragraph 8 shall survive the Closing or any earlier termination of this Agreement.

9. BANKRUPTCY COURT APPROVAL.

(a) Purchaser acknowledges and agrees that this Agreement is subject to Bankruptcy Court approval and is subject to the receipt by Seller of higher and better offers for the Loan during the Bankruptcy Court approval process.

(b) Seller shall promptly file with the Bankruptcy Court a motion, including a copy of this Agreement (the "Sale Motion"). The Sale Motion shall seek, among other things, the entry of the Sale Order (as defined below), approving this Agreement and the transaction contemplated hereby. The term "Sale Order" shall mean an order by the Bankruptcy Court which, among other things, shall: (a) authorize the sale and conveyance of the Loan, pursuant to the terms and conditions of this Agreement and Sections 363(b) and (f) and to the extent, if necessary, Section 105 of the Bankruptcy Code, free and clear of all claims, liens and other interests in the Loan; (b) provide that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof; (c) provide that this Agreement, and the transactions and instruments contemplated hereby, shall specifically be performable and enforceable against and binding upon, not subject to rejection or avoidance by, Seller, or any Chapter 7 or Chapter 11 trustee for Seller, its estate or any other party acting on its or their behalf; (d) include or be accompanied by findings of fact and conclusions of law, which, among other things, shall determine: (i) that Purchaser is a good faith purchaser for purposes of Section 363(m) of the Bankruptcy Code and, as such, is entitled to the protection afforded thereby; (ii) this Agreement was negotiated in good faith and from an arm's length bargaining position; (iii) neither Seller

nor Purchaser has engaged in any conduct that would permit this Agreement to be voided under Section 363(n) of the Bankruptcy Code; and (iv) that Seller timely and properly complied with its notice obligations under the Bankruptcy Code and Bankruptcy Rules.

10. DISCLOSURES; NO WARRANTIES; INDEMNIFICATION; RELEASE

(a) Seller hereby notifies Purchaser, and Purchaser hereby acknowledges receipt of notice of the fact that the Loan is being sold subject to uncertainties, including, without limitation, the occurrences of defaults under the Loan Documents, uncertainty concerning the value of any collateral for the Loan, uncertainty concerning collectability of the Loan, and uncertainty concerning the creditworthiness of the borrower. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER IS ACQUIRING THE LOAN SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF COLLECTABILITY OR OF ANY OTHER KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER. PURCHASER ACKNOWLEDGES THAT NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER OR BY ANYONE ACTING ON ITS BEHALF, PARTICULARLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, NO WARRANTIES OR REPRESENTATIONS REGARDING (I) THE COLLECTABILITY OF ANY LOAN, (II) THE CREDITWORTHINESS OF ANY OBLIGOR, (III) THE VALUE OF ANY COLLATERAL SECURING PAYMENT OF ANY LOAN, (IV) CONDITION OF THE UNDERLYING COLLATERAL OF THE LOAN INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL MATTER OR CONDITION, WHETHER LATENT OR OBSERVABLE, ANY STRUCTURAL, ACCESS, LANDSCAPING, PARKING, SEWAGE OR UTILITY ELEMENTS OF THE COLLATERAL, THE QUALITY OF THE SOILS OR GROUND WATER, THE DEVELOPMENT POTENTIAL OF THE COLLATERAL, OR THE ACCURACY OF ANY PROPERTY DESCRIPTION OR ANY RECORDING INFORMATION RECITED HEREIN, (V) THE EXISTENCE OF ANY DEFENSE OR OFFSET RELATING TO THE LOAN OR THE COMPLIANCE OF THE LOAN WITH ANY LAWS, (VI) THE LEGAL CAPACITY OF ANY OBLIGOR, GUARANTOR OR MAKER, OR (VII) THE HABITABILITY OF THE COLLATERAL OF THE LOAN, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS ZONING OR COMPLIANCE WITH LAWS, OR ITS OPERATION OR MAINTENANCE FROM THE DATE HEREOF TO CLOSING. THE LOAN SOLD TO PURCHASER UNDER THIS AGREEMENT IS SOLD AND TRANSFERRED WITHOUT RECOURSE. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE LOAN IN AN "AS IS" CONDITION, WITH ALL FAULTS, AND THAT PURCHASER HAS HAD AN AMPLE PERIOD OF TIME IN WHICH TO CONDUCT ITS DUE DILIGENCE. PURCHASER REPRESENTS AND WARRANTS THAT IT IS ACQUIRING THE LOAN FOR ITS OWN ACCOUNT WITH ITS OWN FUNDS, AND WITH NO INTENTION OF RESELLING OR DISTRIBUTING THE LOAN AND WITH NO REGISTRATION UNDER ANY SECURITIES ACT OR REGULATION.

(b) Purchaser for itself and its partners, trustees, beneficiaries, shareholders, members, managers, advisors and other agents agree to jointly and severally indemnify, protect, defend, and hold harmless Seller and its officers, partners, trustees, beneficiaries, shareholders, members, managers, advisors, employees, agents, accountants, insurers, attorneys, affiliates and parent and subsidiary entities, predecessors, successors and assigns, and each of their respective current and former partners, trustees, beneficiaries, employees, officers, directors, shareholders, members, managers, advisors, employees, agents, accountants, insurers, attorneys, affiliates, parent and subsidiary entities, predecessors, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) relating to the Loan and which are suffered or incurred by any of the Indemnified Parties as a result of or in

connection with any one or more of the following: (i) provided the Closing occurs, any event or circumstance relating to the Loan, the Loan Documents, or any collateral securing the loan which occurs on or after the Closing; and (ii) any breach by Purchaser of any representation, warranty or covenant set forth in this Agreement or in any document executed by Purchaser in connection with or pursuant to this Agreement.

(c) Notwithstanding anything herein to the contrary set forth in this Agreement, on and after the Closing, in the event that any claim, demand or cause of action of any kind, nature or description, whether arising in law or in equity or upon contract or tort or under any state or federal law or otherwise (collectively, "**Claims**") (i) arises prior to the Closing from Seller's status as lender under the Loan, and (ii) is asserted against a Released Party (as defined in subparagraph (d) below) that is an Indemnified Party, such Released Party shall be entitled to assert and invoke any rights in favor of such Released Party as may exist under the Loan Documents, including, without limitation, the right to invoke any indemnification provisions given by any borrower, guarantor, any subsidiaries of same, or any other obligor under the Loan Documents, but only to the extent such rights would otherwise survive the full performance of borrower's obligations under the Loan. Purchaser shall, provided the Closing occurs, indemnify, protect, defend, and hold harmless any Released Party in accordance with subparagraph (d) below with respect to Claims that arise or accrue due to matters that first occur on or after the Closing.

(d) Except as expressly set forth in this subparagraph below and as related to a breach of any representation or warranty set forth in Paragraph 11 below, Purchaser, for itself and on behalf of its officers, directors, shareholders, members, partners, agents, employees, representatives, heirs, administrators, successors, assigns, and their respective affiliates (such persons and entities other than Purchaser are referred to collectively as the "**Other Purchaser Releasers**"), forever releases and discharges Seller and all other Indemnified Parties (collectively, "**Released Parties**" and each, individually a "**Released Party**") from any and all claims, actions, causes of action, losses, promises, liabilities, agreements, obligations, judgments, debts, demands, rights, damages, costs and expenses (including attorneys' fees and costs) of every kind and nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, liquidated or unliquidated (collectively, "**Claims, Damages and Liabilities**"), which Purchaser and any or all of the Other Purchaser Releasers have or may have, or previously had or may have had, arising out of, based upon, relating to or in any manner connected with any or all of the following: (i) the Loan; (ii) any collateral securing the Loan; or (iii) any act or omission by any or all of the Indemnified Parties occurring prior to the Closing and related to any or all of the matters described in clauses (i), (ii) and/or (iii) of this subparagraph. Notwithstanding anything to the contrary contained in this subparagraph above, the release contained in this subparagraph shall not be deemed to release Seller from any of its obligations under Paragraph 5 of this Agreement. Nothing contained in this subparagraph constitutes or shall be construed as an admission by any or all of the Indemnified Parties of any liability whatsoever.

11. SELLER'S REPRESENTATIONS AND WARRANTIES. As of the Closing, Seller represents and warrants to Purchaser:

- (a) Seller is the legal and beneficial owner and holder of the Loan Documents.
- (b) The outstanding principal balance of the Loan is as shown on **Exhibit A**.
- (c) Seller has not transferred or assigned all or any part of the Loan Documents.

(d) Seller has all right, power, legal capacity and authority to execute and deliver this Agreement and to perform hereunder and under each other agreement that Seller may execute and deliver in connection herewith, subject to Bankruptcy Court approval.

(e) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms and is entered into voluntarily by Seller; the transaction represented hereby is an arms-length transaction for fair value.

12. INDEPENDENT COUNSEL. The parties to this Agreement represent that they have been represented and advised by counsel in connection with the negotiation and preparation of this Agreement, and this Agreement shall be deemed to have been drafted jointly by the parties, notwithstanding that one party or the other may have performed the actual drafting hereof. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions and provisions hereof. Any rule of law, including, but not limited to, any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

13. NOTICES. All notices and other communications permitted or required hereunder shall be in writing and shall be personally delivered, mailed, U.S. certified mail, with return receipt requested, postage or delivery fees prepaid, or emailed or telecopied, addressed as follows:

Taylor, Bean & Whitaker Mortgage Corp.  
315 N.E. 14th St.  
Ocala, FL 34470  
Attn: Mr. Neil Luria, Chief Restructuring Officer  
Facsimile: (801) 751-9537  
Email: [nluria@navigantcapitaladvisors.com](mailto:nluria@navigantcapitaladvisors.com)  
with a copy to: Daniel M. Ludlam, Esq.  
Troutman Sanders LLP  
600 Peachtree Street, N.E., Suite 5200  
Atlanta, GA 30308-2216  
Facsimile No.: (404) 962-66597  
Email: [dan.ludlam@troutmansanders.com](mailto:dan.ludlam@troutmansanders.com)

and to Purchaser at: Jumbo Holding, LLC  
Attn: Daniel Hicks, Manager  
421 S. Pine Avenue  
Ocala, Florida 34471  
Facsimile No.: (352) 351-8054  
Email: [weclose1@danielhickspa.com](mailto:weclose1@danielhickspa.com)

or to such other addresses as the parties hereto may designate to the others by notice as set forth herein. All such notices and other communications shall be deemed received and effective upon delivery, if the same are personally delivered, upon receipt, if by facsimile or email, or two (2) days after the mailing thereof, if mailed as set forth herein.

14. TIME OF ESSENCE. Time is of the essence in this Agreement, and whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and permitted assigns. Purchaser shall not transfer or assign any of its right, title, or interest in and to this Agreement to any party without Seller's prior written consent. Notwithstanding the foregoing, Seller hereby agrees that



Purchaser shall be entitled to assign its right, title, or interest in and to this Agreement to a single purpose entity formed for the purpose of owning the Loan.

16. MULTIPLE COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement; the signature of any party to any counterpart shall be deemed to be a signature of, and may be appended to, any other counterpart hereof. For purposes of delivery of executed agreements, the parties agree to accept exchange of a document via facsimile or e-mail as valid delivery of any executed document.

17. SURVIVAL. The provisions of subparagraphs 4(b), 4(c) and 5(e) and Paragraphs 7, 8 and 10 of this Agreement shall survive Closing. All other provisions of this Agreement that do not expressly survive the Closing or the termination of this Agreement shall not survive the Closing or the termination of this Agreement and shall merge into the conveyance of the Loan from Seller to Purchaser at Closing or shall terminate upon termination of this Agreement.

18. SOLE AND ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement of Seller and Purchaser regarding the purchase and sale of the Loan. This Agreement supersedes all prior discussions, negotiations, representations, and agreements between Purchaser and Seller with respect to the purchase and sale of the Loan and all other matters related thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and properly signed by Seller and Purchaser.

19. REASONABLE EFFORTS; EXPENSES. Upon the reasonable request of one party, each other party hereto agrees to take any and all actions including, without limitation, the execution of certificates, documents or instruments necessary or appropriate to give effect to the terms and conditions set forth in this Agreement. Each of the parties shall pay its own fees and expenses (including the fees and expenses of its attorneys, accountants, investment bankers, financial advisors, and other professionals) incurred in connection with the negotiation of this Agreement and consummation of the transactions contemplated herein.


20. CHOICE OF LAW; RESOLUTION OF DISPUTES. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be properly executed by their duly authorized officers, as of the day and year first above written.

"SELLER"


TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP., a Florida corporation

By:   
Name: W. E. T. L.  
Title: CEO

(CORPORATE SEAL)

"PURCHASER"

JUMBO HOLDING, LLC, a Florida limited liability  
company

By:   
Name: Daniel Hicks  
Title: Manager

(CORPORATE SEAL)

**EXHIBIT A**

Indebtednesses of Jumbolair, Inc. ("**Borrower**") in the face amount of \$7,360,000, as evidenced by, among other Loan Documents, that certain Renewal and Consolidation Line of Credit Note for Business and Commercial Loans (the "**Note**") dated August 28, 2008, made by Borrower in favor of Seller, which Note is secured by that certain Mortgage Modification Extension and Spreader Agreement (the "**Mortgage**") dated August 28, 2008, together with all mortgages and security agreements referenced therein, which encumber real property, improvements, furnishings and equipment, located in Marion County, Florida (the "**Property**").

Principal balance as of October 8, 2010:                   \$7,360,000.00

**EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS**

TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("**TBW**"), having an address at 101 N.E. Second Street, Ocala, Florida 34470, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by JUMBO HOLDING, LLC, a Florida limited liability company ("**Assignee**"), having an address at 421 S. Pine Avenue, Ocala, Florida 34471, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, assigned and transferred and by these presents does grant, bargain, sell, assign, and transfer to Assignee, its successors and assigns, pursuant to that certain Loan Sale Agreement (the "**Sale Agreement**"), dated November \_\_\_\_, 2010, and expressly subject to the provisions of Paragraph 10 thereof, without recourse or warranty, all of TBW's assignable right, title and interest, including all obligations, in, to and under all other documents, agreements, promissory notes, security deeds, financing statements, surveys, appraisals, insurance endorsements and other documentation in the possession of TBW relating to the Loan (as defined in the Sale Agreement), to the extent assignable.

Assignee hereby assumes all of the obligations of the lender with respect to the Loan and agrees to be bound by terms and conditions of the Loan and Loan Documents from and after the date hereof.

TO HAVE AND TO HOLD all and singular the premises hereby granted and assigned unto Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, TBW has caused this Assignment of Loan Documents to be duly executed as of the \_\_\_\_ day of November, 2010.

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP., a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

By signing below, JUMBO HOLDINGS, LLC, a Florida limited liability company accepts the foregoing assignment.

JUMBO HOLDINGS, LLC, a Florida limited liability  
company

By: \_\_\_\_\_  
Name: Daniel Hicks  
Title: Manager

**EXHIBIT C**

November \_\_\_\_\_, 2010

Jumbolair, Inc.  
1201 N.W. 77<sup>th</sup> Street  
Ocala, Florida 34479

Re: Loan from Taylor, Bean & Whitaker Mortgage Corp. to Jumbolair, Inc.

Ladies and Gentlemen:

On November \_\_\_\_, 2010, the above mortgage loan ("Loan") was sold by Taylor, Bean & Whitaker Mortgage Corp. to Jumbo Holdings, LLC, a Florida limited liability company. In order to receive credit for payments made on the Loan, all payments should be made in accordance with the directions set forth in this letter.

You are hereby irrevocably and unconditionally authorized and directed that each payment of interest, principal or any other payment made under this Loan is to be made in the form of a check made payable to the order of:

JUMBOLAIR HOLDING, LLC

and delivered to the following address:

421 S. Pine Avenue, Ocala, Florida 34471

Payments that are not made in accordance with the directions set forth in this letter will delay the processing to your Loan. You can make inquiries to \_\_\_\_\_ by calling \_\_\_\_\_.

The instructions contained in this letter may only be modified or changed by Jumbolair Holding, LLC, a Florida limited liability company and such modifications or changes must be in writing.

Please note that this is a common practice in the industry and the terms and conditions of your Loan remain unchanged.

Thank you for your cooperation.

Sincerely,

Jumbolair Holdings, LLC, a Florida limited liability company

**ACKNOWLEDGED**

**TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Hicks, as its Manager

**EXHIBIT D**

**ASSIGNMENT OF MORTGAGE**

For good and valuable consideration the sufficiency of which is hereby acknowledged, Taylor, Bean & Whitaker Mortgage Corp., whose address is: 101 N.E. Second Street, Ocala, Florida 34470, by these presents does convey, grant, bargain, sell, assign, transfer and set over without recourse or warranty to: JUMBO HOLDING, LLC, a Florida limited liability company, whose address is: 421 S. Pine Avenue, Ocala, FL 34471, the described Mortgage, together with the certain notes, mortgages and security agreements described therein with all interest, all liens, and any right due or to become due thereon.

Said Mortgage is recorded in the Public Records of Marion County, Florida, on September 2, 2008 in Official Records Book 5089, Pages 1748-1758.

Face Loan Amount:	\$7,360,000.00
Mortgage Date:	August 28, 2008
Grantor:	Jumbolair, Inc., Jennifer T. Thayer a/k/a Teri Thayer and Jeremy Thayer, and Tim D. Haines, as Trustee of the Jacksonville Road Trust u/t/a dated March 20, 2003
Grantee:	Taylor, Bean & Whitaker Mortgage Corp.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers.

DATE OF TRANSFER: November \_\_\_\_, 2010.

Signed, sealed and delivered  
In the presence of:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(CORPORATE SEAL)

**EXHIBIT E**

**SELLER'S WIRING INSTRUCTIONS**

Bank Name:	Regions Bank
Bank Address:	111 N. Orange Avenue
City, State and Zip:	Orlando, Florida 32801
Acct #:	0123293640
ABA # (via wire):	062005690
ABA# (via ACH):	063104668
Beneficiary Name:	TBW Mortgage Corp. Operating Account