

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

<p>In re:</p> <p>TAYLOR, BEAN & WHITAKER MORTGAGE CORP., REO SPECIALISTS, LLC, and HOME AMERICA MORTGAGE, INC.,</p> <p>Debtors.</p>	<p>Chapter 11</p> <p>Case No. 3:09-bk-07047-JAF Case No. 3:09-bk-10022-JAF Case No. 3:09-bk-10023-JAF</p> <p><i>Jointly Administered Under Case No. 3:09-bk-07047-JAF</i></p>
<p>In re:</p> <p>TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,</p> <p>Applicable Debtor.</p>	<p>Chapter 11</p> <p>Case No. 3:09-bk-07047-JAF</p>

**DEBTOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.’S
MOTION (I) TO APPROVE DEBTOR’S ALLOCATION OF
DISPUTED LOANS AND RELATED ASSETS AND (II) TO APPROVE
SUMMARY PROCESS FOR RESOLUTION OF DISPUTED LOAN ISSUES**

Debtor Taylor, Bean & Whitaker Mortgage Corp. requests (1) an initial expedited hearing on Part II of this Motion, by which the Debtor seeks approval of a summary process for the resolution of disputed loan issues, and (2) a subsequent evidentiary hearing on Part I of this Motion, by which the Debtor seeks approval of the allocation of disputed loans and related assets.

Debtor TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (“**TBW**” or the “**Debtor**”) files this *Motion (I) to Approve Debtor’s Allocation of Disputed Loans and Related Assets and (II) to Approve Summary Process for Resolution of Disputed*

Loan Issues (the “**Motion**”).¹ In support of this Motion, the Debtor shows this Court as follows:

JURISDICTION, VENUE, AND STATUS OF THE DEBTOR

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. On September 11, 2009, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “**Committee**”).

3. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

4. No trustee or examiner has been appointed.

5. On September 21, 2010, the Debtors and the Committee, as the “**Plan Proponents**,” filed their Joint Plan of Liquidation (the “**Plan**”), along with the Disclosure Statement of the Debtors Pursuant to Section 1125 of the Bankruptcy Code.

6. The First Amended and Restated Disclosure Statement was filed on November 4, 2010, and approved at a hearing on November 5, 2010, as reflected in the Order Approving First Amended and Restated Disclosure Statement entered on

¹ As more fully described below, this Motion is limited to the loans that are the subject of the settlement between the Debtor and the FDIC-Receiver (including loans that were removed from the settlement, as filed and approved by this Court) [Doc. No. 1936]. The Debtor anticipates filing at least one more similar motion regarding the allocation of other loans about which there are potentially competing claims of ownership.

November 10, 2010 [Doc. No. 2136]. The Second Amended and Restated Disclosure Statement (the “**Disclosure Statement**”) was filed on November 12, 2010, and approved at a hearing on November 19, 2010, as reflected in the Order Approving Second Amended and Restated Disclosure Statement entered on November 23, 2010 [Doc. No. 2190].

7. The hearing regarding confirmation of the Plan is currently scheduled for January 19, 2011 [Doc. No. 2190].

RELEVANT FACTUAL BACKGROUND

8. By July 2009, TBW had grown into one of the largest mortgage lenders in the United States. At that time, TBW was originating approximately 14,500 mortgage loans per month through a nationwide network of mortgage brokers and community banks. TBW then sold those loans to the Federal Home Loan Mortgage Corporation (“**Freddie Mac**”) and other mortgage investors, who used these assets to support the issuance of mortgage-backed securities or held them as investments. In general, TBW retained the right to service the mortgage loans—*i.e.*, collect monthly mortgage payments from borrowers, pay principal and interest to the mortgage investors, manage tax and insurance “escrows,” and perform other related activities. By July 2009, TBW was servicing more than 512,000 mortgages having an unpaid principal balance in excess of \$80 billion.

9. On Monday, August 3, 2009, federal law enforcement agents simultaneously executed search warrants at TBW’s Ocala headquarters and at the Orlando offices of Colonial Bank (“**Colonial**”), TBW’s primary bank. By Friday,

August 7, 2009, TBW was effectively out of business.

10. In the midst of the company's collapse, mortgage investors demanded that TBW transfer servicing responsibility for their respective loan portfolios to other servicers, which was accomplished over a period of several weeks (and subject to certain court-approved stipulations and orders).

11. On August 14, 2009, Colonial was closed by the Alabama State Banking Department, and the Federal Deposit Insurance Corp. was appointed as receiver ("**FDIC-Receiver**") in accordance with the statutory receivership process provided for in 12 U.S.C. §1821, *et seq.* Monies on deposit at Colonial, including the servicing-related accounts, remained subject to the administrative hold first implemented on August 5, 2009.

12. On August 24, 2009, TBW filed a voluntary petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Petition**").

13. In the earliest stages of TBW's bankruptcy case, issues emerged regarding the ownership of mortgages that were claimed to be collateral securing payment of promissory notes issued by TBW's wholly owned subsidiary, Ocala Funding, LLC ("**Ocala Funding**"), pursuant to the terms of a commercial paper facility. In sum, when TBW collapsed, Ocala Funding did not have possession and control of mortgages that, when coupled with available cash collateral, were sufficient to satisfy the amounts owed under the facility. Bank of America, as indenture trustee of the facility, contended that Colonial was in possession of mortgages (or related sales proceeds) that were collateral for the facility. Because Ocala Funding and the commercial paper facility were managed by TBW, these issues were and are relevant to the administration and ultimate resolution

of TBW's bankruptcy estate.

14. The FDIC-Receiver and the Debtor entered into a Stipulation dated September 10, 2009 [Doc. Nos. 202 and 222] (the "**Stipulation**"), which provided for an interface between the discrete insolvency proceedings of Colonial and TBW. In relevant part, the Stipulation required the Debtor to perform an analysis of the mortgage loans² that were the subject of competing claims of ownership (the "**Asset Reconciliation**"), as well as a reconciliation of the borrower funds and other servicing-related monies that had been affected by the sudden collapse of TBW and the failure of Colonial (the "**Servicing Reconciliation**"). The Stipulation was approved by this Court in orders entered on September 29, 2009 and October 16, 2009 [Doc. Nos. 348 and 468].

15. The results of the Asset Reconciliation and the Servicing Reconciliation were set forth in the Debtor's Final Reconciliation Report filed on July 1, 2010 [Doc. No. 1644] and presented at a status conference held on July 7, 2010.

16. During the course of the Asset Reconciliation, the Debtor determined that there were certain loans assigned to or in the possession and/or control of investors (and their respective servicers) to whom those loans did not belong. (*See* Final Reconciliation Report.)

17. In addition, as a result of negotiations that occurred in conjunction with the reconciliation processes, the Debtor and the FDIC-Receiver, along with the

² The term "loans," as used in this Motion, includes: (1) promissory notes and other loan documents; (2) borrower payments actually received, including loan payoffs; and, (3) real estate owned ("**REO**") as the result of foreclosure. Other defined terms have the same meaning as used throughout this case and defined in the Debtor's Final Reconciliation Report [Doc. No. 1644].

Committee, entered into a settlement agreement (the “**FDIC Settlement**”). Among other things, the FDIC Settlement resolved and clarified various issues related to the ownership and other interests in mortgage loans that had been financed by Colonial Bank prior to the Petition Date, plus 160 loans apparently purchased by Ocala Funding, but being serviced by the servicer for the FDIC-Receiver. As a result, the Debtor filed the Motion to Approve Settlement Agreement by and between Taylor, Bean & Whitaker Mortgage Corp., the Federal Deposit Insurance Corporation, as Receiver of Colonial Bank, and the Official Committee of Unsecured Creditors on August 11, 2010. The hearing regarding approval of the FDIC Settlement was set for September 2, 2010.

18. Prior to the September 2 hearing, Bank of America, as indenture trustee for Ocala Funding, indicated that Ocala Funding might have an interest in 670 loans assigned to the FDIC-Receiver pursuant to the terms of the FDIC Settlement. At or about the same time, the FDIC-Receiver discovered that 25 of the subject loans are in the custody of Freddie Mac’s custodian, which raised questions about the ownership of those loans that could not be answered prior to the September 2 hearing.

19. In addition, in light of the concerns raised by Bank of America, the Debtor identified 83 loans and REO assets that were assigned to the Debtor pursuant to the terms of the FDIC Settlement and that required further investigation.

20. At about the same time, Freddie Mac indicated that it might have an interest in 847 loans that were the subject of the FDIC Settlement, 846 of which were assigned to the Debtor and one of which was assigned to the FDIC-Receiver under the terms of the settlement (which is one of the 25 loans in the custody of Freddie Mac’s custodian as described in Paragraph 18 above).

21. As a result of the concerns, the FDIC Settlement Agreement was amended to remove the 695 loans identified in Paragraph 18 above from the FDIC Settlement.³ In addition, the Debtor indicated to Bank of America and Freddie Mac that the loans assigned to the Debtor pursuant to the FDIC Settlement (*i.e.*, the loans identified in Paragraphs 19 and 20 above) would be administered as assets of TBW's bankruptcy estate, subject to their respective rights, if any, unless and until the issues regarding ownership were resolved by agreement or a decision of this Court.

22. After the September 2 hearing on the Debtor's motion to approve the FDIC Settlement, this Court entered its Order Approving Settlement Agreement, as Amended, by and among Taylor, Bean & Whitaker Mortgage Corp., the Federal Deposit Insurance Corporation, as Receiver of Colonial Bank, and the Official Committee of Unsecured Creditors on September 14, 2010 [Doc. No. 1936].

23. As indicated during the September 2 hearing, the Debtor and the FDIC-Receiver need to resolve as many of the disputed issues related to ownership issues as possible prior to confirmation of the Plan. Likewise, Ocala Funding and Freddie Mac will be well served by having these issues resolved. Indeed, at the September 2 hearing, the Court encouraged the Debtor to develop a process for resolving these issues.

24. Subsequent to the September 2 hearing and at the Debtor's request, Bank of America, as indenture trustee for Ocala Funding, provided the Debtor with a list of an additional 252 loans that it believes may belong to Ocala Funding. Most of

³ The effect of the amendment was to remove these 695 loans from Exhibit E to the FDIC Settlement Agreement.

these loans (*i.e.*, 206) were not the subject of the Asset Reconciliation, and four were not included in the FDIC Settlement. Therefore, these loans have required additional investigation and analysis by the Debtor.

25. As a result of the Asset Reconciliation, coupled with additional investigation and analysis of the loans described in Paragraphs 18 through 24 above, the Debtor has determined that there are 1,952 discrete loans included in the original settlement between the Debtor and the FDIC-Receiver about which there are (or could be) competing claims of ownership. Not surprisingly, 85 loans of these loans were identified by more than one party during the course of the process described above. The Debtor is able to make an appropriate allocation and assignment to the party that it believes is the owner of these 1,952 “**Disputed Loans**,” which include:

- (a) the 160 loans assigned to Ocala Funding in TBW’s records that are currently being serviced by RoundPoint;
- (b) the 670 loans identified by Bank of America as described in Paragraph 18 above, which were removed from the FDIC Settlement prior to September 2;
- (c) 25 loans identified by the FDIC-Receiver in the custody of Freddie Mac’s custodian as described in Paragraph 18 above, which were removed from the FDIC-Settlement prior to September 2;
- (d) 83 loans identified by the Debtor as described in Paragraph 19 above;
- (e) 847 loans identified by Freddie Mac as described in Paragraph 20 above; and,
- (f) 252 additional loans identified by Bank of America as described in Paragraph 24 above.

The Debtor's allocation of all 1,952 Disputed Loans is set forth below.⁴

RELIEF REQUESTED

26. TBW requests that this Court:
- (a) approve its Allocation of Disputed Loans as set forth in Section I, below, and authorize and direct the Debtor and other affected parties to transfer the loans, along with all related REO, cash proceeds and other assets, to the party to whom the loans are allocated; and,
 - (b) establish a summary process in accordance with (or similar to) the Summary Process for Resolution of Disputed Loan Issues set forth in Section II, below.

I. Debtor's Allocation of Disputed Loans

27. This Motion is limited to the loans that were included in the original settlement agreement between the Debtor and the FDIC-Receiver, but which was amended by the removal of 695 loans as described above. The allocation of these loans, if and as approved by this Court, will be a final adjudication of the rights of all parties in interest in those assets (subject to the terms of the FDIC-Settlement Agreement and Plan of Liquidation). All other loans and related assets will continue to be administered as assets of the Debtor's bankruptcy estate, subject to the rights and claims of any party.

28. *No Allocation to Freddie Mac:* As indicated below, the Debtor has

⁴ In making the allocations set forth in this Motion (and for the purposes of this Motion only), the Debtor has endeavored to determine which party has the financial interest in each of the Disputed Loans. Accordingly, the dominant factor in this allocation has been the funding, purchase, and/or sale of the subject loans. To the extent that any interested party asserts that a different allocation method should be used (*e.g.*, that possession should be the dominant factor) and the Court agrees, the Debtor reserves all of its rights to argue that a different result should ensue using another allocation methodology.

determined that the 847 loans included in the FDIC-Settlement that were flagged by Freddie Mac (*see* Paragraph 20 above) were repurchased by TBW and, therefore, Freddie Mac is not the owner of any of these loans.

29. *Allocation to Ocala Funding:* Attached to this Motion as Exhibit “A” is a schedule of the 363 Disputed Loans that the Debtor has determined are owned by Ocala Funding. The schedule includes:

- (a) 160 loans assigned to Ocala Funding in TBW’s records that are currently being serviced by RoundPoint. (*See* Table 8 of the Final Reconciliation Report and Section 2.4 of the FDIC Settlement Agreement.) It appears that Bank of America (f/k/a LGTS) has possession of 127 of the 160 mortgage notes.
- (b) Six loans listed on Exhibit F to the FDIC-Settlement Agreement that were funded by both Ocala Funding and the AOT. At least two of these loans were shipped by LGTS to Colonial and are presumably in the possession of the FDIC-Receiver.
- (c) 99 loans on Exhibit H to the FDIC-Settlement Agreement that were previously assigned to Colonial as collateral for the Overline. These loans are currently being serviced by RoundPoint, and at least 35 were shipped by LGTS to Colonial and are presumably in the possession of the FDIC-Receiver. (*See* Table 8 of the Final Reconciliation Report.) The Debtor has confirmed that a payment was made by Ocala Funding to purchase 93 of these loans and that none of these 93 loans has an outstanding balance on the Overline. The other six loans were also paid for by Ocala Funding but have an advance balance on the Overline.
- (d) 92 loans on Exhibit K to the FDIC-Settlement Agreement assigned to TBW that are currently being serviced by Selene. (*See* Table 8 of the Final Reconciliation Report.)
- (e) Six loans listed on Exhibit J to the FDIC-Settlement Agreement that have converted to REO. All four of these loans were purchased by Ocala Funding. While these four loans are assigned to the Overline, no advances were made on the Overline.

In sum, each of the loans was either originally funded by Ocala Funding at the time of

origination or included in a sale from TBW/Colonial to Ocala Funding and paid for by Ocala Funding. None of these loans was subsequently sold to and paid for by another investor.

30. *Allocation to FDIC-Receiver (Colonial):*⁵ Attached to this Motion as Exhibit “B” is a schedule of the 695 Disputed Loans that the Debtor has determined are owned by Colonial. The schedule includes:

- (a) 670 loans financed on the COLB, shipped from Colonial to Ocala Funding, but for which Ocala Funding made no purchase payment. These loans were removed from the FDIC-Settlement (by amendment to Exhibit E to the FDIC Settlement Agreement) based on concerns raised by Bank of America. There is an inconsistency between the records of Bank of America (formerly LGTS) and the FDIC-Receiver regarding possession of these loans. According to Bank of America, it has possession of 433 of the loans, with the other 237 having been shipped to Colonial or TBW. The FDIC-Receiver’s records indicate that it has possession of 236 of the loans, Bank of America has possession of 428 loans, five are in the possession of TBW, and one is missing.
- (b) 25 loans removed from the FDIC-Settlement by the FDIC-Receiver as described in Paragraph 18 above. While currently in the possession of Freddie Mac’s custodian, these loans are assigned to Colonial in TBW’s records and are currently being serviced by RoundPoint. These 25 loans include one loan also identified by Freddie Mac. This loan was one of the loans removed from the original Exhibit E after the FDIC discovered the loan documents were in the custody of Freddie Mac’s custodian.

In sum, these loans were originally financed by Colonial on the COLB and Colonial was not paid upon shipment to Ocala Funding.

⁵ All of the loans allocated to the FDIC-Receiver and many of the loans allocated to the Debtor are the subject of the FDIC-Settlement. In the event that the FDIC-Settlement Agreement is terminated before the “Effective Date” as defined in that agreement, the Debtor and the FDIC-Receiver reserve all rights related to their respective rights, if any, in the Disputed Loans allocated to each of them. The allocations made to the FDIC-Receiver and TBW for the purposes of this Motion shall in no way prejudice either of them in the event that the FDIC-Settlement is not consummated.

31. *Allocation to the Debtor:* Attached to this Motion as Exhibit “C” is a schedule of the 894 Disputed Loans that the Debtor has determined are owned by the Debtor. The schedule includes:

- (a) Certain loans identified by Bank of America, as indenture trustee of Ocala Funding, as follows:
 - (i) 22 loans listed on Exhibit F to the FDIC-Settlement Agreement assigned to the AOT. Ocala Funding did not make a purchase payment for 19 of these loans. With respect to the other three loans, one was repurchased from Ocala Funding and two were sold to third parties, and Ocala Funding received the sales proceeds. (Note: One of these 22 loans was also flagged by Freddie Mac.)
 - (ii) 17 of the loans listed on Exhibit H to the FDIC-Settlement Agreement assigned to the Overline. Ocala Funding did not make a purchase payment for 11 of these loans. The other six loans were sold to third parties, and Ocala Funding received the sales proceeds. (Note: Five of these 17 loans were also flagged by Freddie Mac.)
 - (iii) Nine of the loans listed on Exhibit J to the FDIC-Settlement Agreement that have converted to REO. All nine of these loans are assigned to either the Overline (six loans) or the AOT (three loans). Ocala Funding did not make a purchase payment for five of these loans. The other four loans were sold to third parties, and Ocala Funding received the sales proceeds. (Note: One of these 17 loans was also flagged by Freddie Mac.)
 - (iv) 38 loans listed on Exhibit K to the FDIC-Settlement Agreement. While Ocala Funding paid for the purchase of all 38 of these loans, each of these loans was sold to a third party, and Ocala Funding received the sales proceeds. (Note: Ten of these 38 loans were also flagged by Freddie Mac.)
- (b) Of the 847 loans identified by Freddie Mac, 842 are allocated to the Debtor (as part of the FDIC Settlement),⁶ as follows:

⁶ 17 loans identified by Freddie Mac were also identified by Bank of America (or the Debtor) as potentially

- (i) 149 loans listed on Exhibits F to the FDIC-Settlement Agreement (one of which is also included in the allocation in subparagraph (a)(i) above);
- (ii) 161 loans listed on Exhibits H to the FDIC-Settlement Agreement (five of which are also included in the allocation in subparagraph (a)(ii) above);
- (iii) 306 loans listed on Exhibit J to the FDIC-Settlement Agreement, which have converted to REO (one of which is also included in the allocation in subparagraph (a)(i) above); and,
- (iv) 226 loans listed on Exhibit K to the FDIC-Settlement Agreement being serviced by Selene (ten of which are also included in the allocation in subparagraph (a)(i) above).

These 842 loans were paid off or repurchased from Freddie Mac by TBW prior to the Petition Date.

32. To the extent that any of the REO and loans allocated to the Debtor are subject to the FDIC Settlement Agreement, the Debtor will administer those loans in accordance with the provisions of that agreement.

33. *Summary of Allocation of Disputed Loans:* There are 1,952 Disputed Loans that are the subject of this Motion. The Debtor believes that those loans should be allocated among four parties as follows:

belonging to Ocala Funding. These 17 loans are included in the loans assigned to the Debtor in subparagraph (a) above.

Freddie Mac	0 Loans
Ocala Funding	363 Loans (Exhibit A to this Motion)
FDIC-Receiver	695 Loans (Exhibit B to this Motion)
Debtor	894 Loans (Exhibit C to this Motion)

The Debtor is unaware of any other party that asserts an interest in any Disputed Loan and further is unaware of any facts that indicate that any other party might be an owner of any Disputed Loan.

II. Summary Process for Resolution of Disputed Loan Issues

34. TBW requests that the Court conduct an initial hearing on the summary process proposed by this Motion at the earliest possible time. TBW further requests that the Court conduct an evidentiary hearing on this Motion prior to the hearing regarding confirmation of the Plan, but not earlier than January 10, 2011.

35. To the extent not already provided, the Debtor shall make available to any interested party all records, including transaction databases, that support the Debtor's allocation of Disputed Loans. Any party seeking this information must send a written request to Debtor's undersigned special counsel, with a copy to counsel for the Committee, no later than December 6, 2010.⁷ The Debtor's expectation is that these records will be available electronically (likely through an FTP site) on or shortly after this date.

⁷ A request delivered by e-mail would be deemed sufficient.

36. The Debtor's designated representative(s) will be available for meeting(s) and/or deposition testimony between December 7, 2010, and December 15, 2010, for the purpose of providing additional information relevant to the Debtor's allocation of Disputed Loans. The Debtor proposes that the meeting(s) and/or deposition(s) occur at the offices of Troutman Sanders LLP in Atlanta, Georgia, and be open to the Committee; Freddie Mac; Bank of America, as indenture trustee of Ocala Funding; the FDIC-Receiver; and any other interested party that delivers written notice to Debtor's special counsel and counsel for the Committee in accordance with Paragraph 35 above.

37. The Debtor proposes that any party that objects to the Debtor's allocation of any of the Disputed Loans set forth in this Motion (an "**Objecting Party**") file and serve a written objection and opposition to this Motion no later than December 24, 2010. Among other things, the written objection would be required to provide a detailed description of the factual and legal support for the objection.

38. By filing an objection, an Objecting Party would agree to produce to the Debtor and other parties identified in Paragraphs 36 and 37 above all records, including transaction databases, that support the objection, no later than December 28, 2010. In addition, in its Objection, the Objecting Party would be required to designate one or more representatives, pursuant to Bankruptcy Rule 7030(b)(6), to be available to provide deposition testimony relevant to this Motion and the Objecting Party's objection between January 3, 2011, and January 7, 2011. The deposition of any Objecting Party would occur at the offices of Troutman Sanders LLP in Atlanta, Georgia (or such other place as may be mutually agreed

upon by the parties participating in the deposition), and be open to the Committee; Freddie Mac; Bank of America, as indenture trustee of Ocala Funding; the FDIC-Receiver; and any other interested party that delivers written notice to Debtor's special counsel and the Committee in accordance with Paragraph 35 above.

39. Prior to the evidentiary hearing regarding this Motion, counsel for the parties in interest shall confer in good faith in an effort to identify both undisputed and disputed facts that are relevant to the allocation of Disputed Loans.

NOTICE

40. Notice of this Motion, of the initial hearing, and of the subsequent evidentiary hearing has been or will be provided to the Office of the United States Trustee, parties that have filed requests for service of documents in these cases, the Local Rule 1007(d) Parties in Interest List, and all creditors and equity security holders of the Debtors. In light of the nature of the relief requested, the Debtor submits that no further notice is necessary.

CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, the Debtor respectfully requests that this Court—

- (A) conduct an expedited hearing to consider the Summary Process for Resolution of Disputed Loan Issues proposed as Part II of this Motion and enter an order approving and establishing such process;
- (B) conduct an evidentiary hearing on the Debtor's Allocation of Disputed Loans as proposed by Part I of this Motion and enter an order approving such allocation; and

(C) grant such other and further relief as is just and proper.

Dated: November 30, 2010.

/s/ J. David Dantzler, Jr.

Jeffrey W. Kelley (Ga. Bar No. 412296)
jeff.kelley@troutmansanders.com
J. David Dantzler, Jr. (Ga. Bar No. 205125)
david.dantzler@troutmansanders.com
TROUTMAN SANDERS LLP
600 Peachtree Street, Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 885-3000
Facsimile: (404) 885-3900
**SPECIAL COUNSEL FOR DEBTOR AND
DEBTOR IN POSSESSION**

/s/ Russell M. Blain

Russell M. Blain (Fla. Bar No. 0236314)
rblain@srbp.com
Edward J. Peterson (Fla. Bar No. 0014612)
epeterson@srbp.com
STICHTER, RIEDEL, BLAIN & PROSSER, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Facsimile: (813) 229-1811
ATTORNEYS FOR DEBTOR