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

In re: **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,** **Debtor.**	Chapter 11 Case No. 3:09-bk-07047-JAF

OBJECTION OF FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COLONIAL BANK AND PLATINUM BANK, TO DEUTSCHE BANK, AG'S MOTION FOR AN ORDER AUTHORIZING 2004 EXAMINATIONS OF TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION AND CERTAIN THIRD PARTIES PURSUANT TO BANKRUPTCY RULE 2004 AND SECTION 105(A) OF THE BANKRUPTCY CODE

The Federal Deposit Insurance Corporation ("FDIC"), in its capacity as receiver ("FDIC-Receiver") for Colonial Bank, Montgomery, Alabama ("Colonial Bank") and Platinum Community Bank, Rolling Meadows, Illinois ("Platinum Bank"), by and through its undersigned counsel, as and for its limited objection ("Objection") to *Deutsche Bank, AG's Motion for an Order Authorizing 2004 Examinations of Taylor, Bean & Whitaker Mortgage Corporation and Certain Third Parties Pursuant to Bankruptcy Rule 2004 and Section 105(A) of the Bankruptcy Code* (the "2004 Motion"), respectfully sets forth and alleges as follows:

PRELIMINARY STATEMENT

The 2004 Motion should be denied to the extent that it seeks discovery from the FDIC-Receiver or would otherwise disrupt the Reconciliation Process (as defined below) begun only this week. The production sought by Deutsche Bank, GA ("Deutsche Bank") in its 2004 Motion: (i) extends to information the Debtor and FDIC-Receiver have already agreed to make available through the Reconciliation Process (as defined below) already approved by the Bankruptcy Court

in this bankruptcy case; (ii) would be unduly burdensome to the FDIC-Receiver; (iii) would more appropriately be pursued and supervised by the Official Committee for Creditors Holding Unsecured Claims (the **"Committee"**); and (iv) seeks examinations and documents beyond the scope of inquiry permitted by Bankruptcy Rule 2004.

Through the 2004 Motion, Deutsche Bank seeks what is effectively unfettered production from the FDIC-Receiver, a non-debtor third-party, as a means of obtaining information related to its claim against the Debtor (a claim based solely on the existence of one "swap back" agreement with the Debtor) – far beyond that which its motion attempts to justify. Notwithstanding its stated concerns for the adequacy of the Reconciliation Process, the very purpose of that process is to uncover and make available the very information Deutsche Bank seeks here. In this vein, the Motion offers no justification for the broad production sought from the FDIC-Receiver or why Deutsche Bank's need for the requested information outweighs the immense burden such production would impose on the FDIC-Receiver.

The search, as proposed by Deutsche Bank, would result in the expenditure of months of work hours in a review of a voluminous universe of documents for information that is, by Deutsche Bank's own admissions, sought solely in preparation of pursuing its claim against the Debtor – all at the cost of harming the borrowers who are caught in the middle of the bankruptcy estate and receivership. Surely, Rule 2004 was not intended to allow a creditor *carte blanche* authorization to conduct a boundless journey through the FDIC-Receiver's files in anticipation of pursuing its claim against a Debtor or to circumscribe the statutory claims process in the receivership. Further, to impose such a burden on the Debtor and FDIC-Receiver while they simultaneously undergo the all-consuming, yet critical, task of carrying out the reconciliation process, would not only waste the precious limited resources of the Debtor and FDIC-Receiver,

but also pose a significant risk to the Reconciliation Process in its infancy. As this Court held just last week, to delay reconciliation any longer, "the worse that situation is going to arise and affect more and more people, and it could take some of those debtors years to get that straightened out." Such a scenario is simply untenable.

Nonetheless, Deutsche Bank is seeking extraordinarily broad discovery from both the Debtor and FDIC-Receiver, requesting a voluminous body of internal communications, documents, financial records and information concerning entities other than the Debtor, based entirely on the remote chance that this information will prove useful in pursuing its claim against the Debtor. A claim that, significantly, is derivative to the rights and powers afforded to the Committee under the Bankruptcy Code. Thus, given the present circumstances, any investigation with respect to the information sought by Deutsche Bank should be done at the request, and subject to the supervision, of the Committee.

Accordingly, FDIC-Receiver respectfully requests that the 2004 Motion be denied. In the alternative, to the extent any discovery is permitted, it should be limited to information pertaining to the Debtor and Colonial Bank that is reasonably likely to lead to information related to Deutsche Bank's claim against the Debtor that is not already subject to disclosure pursuant to the Court-approved Reconciliation Process.

BACKGROUND

1. On August 14, 2009, the Alabama State Banking Department duly appointed the Federal Deposit Insurance Corporation as receiver for Colonial Bank. See Federal Deposit Insurance Corporation Acceptance of Appointment as Receiver dated August 14, 2009 and Press Release dated August 14, 2009, attached hereto as Exhibits "A" and "B," respectively.

2. On August 24, 2009 (the "Petition Date"), Taylor, Bean & Whitaker Mortgage Corporation (the "Debtor"), filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court" or "Court").

3. The Debtor continues in management and operation of its properties and businesses pursuant to Bankruptcy Code sections 1107 and 1108.

4. On September 11, 2009, the Bankruptcy Court established the Committee in the Debtor's Chapter 11 case.

5. As of July 31, 2009, the Debtor serviced approximately 488,000 different mortgage loans (including first and second mortgages) having a combined unpaid principal balance totaling in excess of $80 billion. The vast majority of these mortgage loans were ultimately owned by various Mortgage Investors, including Freddie Mac and Colonial Bank.

6. Prior to the Petition Date, Colonial Bank was a mortgage investor under multiple agreements and the Debtor serviced mortgage loans ("Mortgage Loans") for Colonial Bank, had an extensive banking relationship with Colonial Bank and maintained numerous accounts at Colonial Bank (the "Accounts").

7. As part of their duties at Colonial Bank, the FDIC-Receiver began an analysis of the Mortgage Loans. At this stage, the FDIC-Receiver has identified approximately $866 million in Mortgage Loans that the Debtor may have pledged to at least two different mortgage investors.

8. On August 28, 2009, the FDIC-Receiver filed a Motion for Relief from the Automatic Stay pursuant to Bankruptcy Code section 362(d) (the "Stay Relief Motion") seeking certain relief related to the administration and servicing of the Mortgage Loans and Accounts.

9. On August, 31, 2009, the Debtor filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments and Immediate Resolution of Related Issues (the "Turnover Motion").

10. On or around September 11, 2009, the Debtor and FDIC-Receiver entered into a stipulation (the "Stipulation") that sought to provide a comprehensive reconciliation process (the "Reconciliation Process"), attached as Exhibit "C," aimed at resolving all issues regarding the existence, ownership, location and rights in and to substantially all property and contracts related to the Debtors' business and operations.

11. At a hearing on September 11, 2009, the Bankruptcy Court approved the Stipulation and Reconciliation Process.[1] In preliminarily approving the order, the Court recognized that any further delay in beginning the reconciliation process would only harm borrowers. The Stipulation, as approved by the Bankruptcy Court, provides, among other things, that the Reconciliation Process will be completed no later than October 30, 2009. Further, within five (5) business days of such completion the Debtor will file a report (the "Reconciliation Report") with the Bankruptcy Court that will make the results of the Reconciliation Process publicly available and will include all relevant details regarding the assets and rights related to the Debtor's business operations.

[1] The FDIC-Receiver and Debtor are in the process of finalizing the order approving the Stipulation and Reconciliation Process and anticipate submitting the final order to the Bankruptcy Court for entry within five (5) business days.

12. The Debtor and FDIC-Receiver have commenced the Reconciliation Process and continue to focus significant time, energy and resources toward fulfilling the daunting, but critical, process of completing the Reconciliation Process as approved by the Bankruptcy Court.

13. On September 16, 2009, Deutsche Bank filed the 2004 Motion seeking an order authorizing extensive production of documents and witnesses from the Debtor and certain third-parties, including the FDIC-Receiver, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure ("Rule 2004"), attached hereto as Exhibit "D." The 2004 Motion seeks production of certain documents by the FDIC-Receiver, as receiver for both Colonial Bank and other unrelated entities, by September 30, 2009 and production of certain witnesses by the FDIC-Receiver for examination by November 6, 2009. (2004 Motion, Schedule B).

14. Based on the 2004 Motion, the production sought in the 2004 Motion is based entirely on an alleged claim against the Debtor held by Deutsche Bank related to a single "back swap" agreement with the Debtor and seeks information relating to the existence and location of certain "mortgages and the proceeds thereof." (2004 Motion, ¶19).

OBJECTION

A. The 2004 Motion Should be Denied Because Deutsche Bank Can Not Establish "Good Cause" for the Examination

15. The FDIC-Receiver objects to the 2004 Motion to the extent Deutsche Bank cannot meet its burden to show good cause. Deutsche Bank has an affirmative duty to show "good cause" for its requested discovery of the Debtor and FDIC-Receiver. In re Wilcher, 56 B.R. at 434 (although a Rule 2004 examination may be ordered ex-parte, once a motion to quash . . . is made, the examiner bears the burden of proving that good cause exists for taking the requested discovery."); In re Silverman, 36 B.R. 254, 258 (Bankr. S.D.N.Y. 1984); See Freeman

v. Seligson, 405 F.2d 1326, 1336 (D.C. Cir. 1968) (applying good cause standard to subpoena issued under Act § 21(a) and holding relevance of documents alone does not establish good cause for production).

16. Good cause does not exist where production would be unduly burdensome, even where production is relevant to the claims at issue, if the information sought could reasonably be obtained by other means. Freeman, 405 F.2d at 1337 (stating that where a party is "able to conveniently obtain . . . information identical to that sought by the subpoena, good cause for the request here is lacking.").

17. Further, even where discovery is within the permissible scope of Rule 2004, such discovery is not permitted where the cost and burden to the target is greater than the legitimate benefit to the party requesting discovery. "After determining that [a] Rule 2004 examination is necessary for the protection of the [movant's] legitimate interests, the bankruptcy court must balance the [movant's] interests against the [subject's] interest in avoiding the cost and burden of disclosure." In re Hammond, 140 B.R. 197, 201 (S.D. Ohio 1992) (citing In re Drexel Burnham Lambert, Inc., 123 B.R. 702, 712 (S.D.N.Y. 1991)); See also In re Texaco. Inc., 79 B.R. 551, 553, (S.D.N.Y. 1987) ("[T]he scope of the examination is not limitless; the examination should not be so broad as to be more disruptive and costly to the [subject] than beneficial to the [movant].").

18. This is especially applicable where invasive, burdensome disclosure is sought from a non-debtor third party. See In re Vantage Petroleum Corp., 34 B.R. 650, 651 (E.D.N.Y. 1983) ("[T]he court is called upon to balance the important function of the trustee to expose chicanery and double-dealing against the incalculably precious right of the citizen to be let

alone… and [ensure] that, under the law, there is justification for the invasion of the individual's treasured privacy.") (citing Herron v. Blackford, 264 F.2d 723, 725 (5th Cir. 1959)).

19. There may be "good cause" for the requested discovery where the requested documents are necessary to establish the movant's' claim or where denial of production would cause undue hardship or injustice. See Wilcher, 56 B.R. at 434-35, Drexel Burnham Lambert Group, 123 B.R. at 712. However, even if Rule 2004 authorized the discovery sought here (which it does not), the burdensome, costly and invasive inquiries sought by Deutsche Bank should be denied.

20. Deutsche Bank has not shown good cause for the broad and burdensome discovery it seeks to impose on the FDIC-Receiver. Short of bare references to the FDIC-Receiver in its recitation of procedural history and as a target of its discovery, Deutsche Bank fails to offer a single allegation that would justify so broad an inquiry of the FDIC-Receiver. To the contrary, one would not even know the FDIC-Receiver was a target of requested discovery until one read the appendices to the Motion. This hardly constitutes "good cause."[2]

21. As outlined above, this Court has already approved, and the Debtor and the FDIC-Receiver have already commenced, a comprehensive Reconciliation Process that will provide the majority, if not all, of the information Deutsche Bank seeks in the 2004 Motion. As the Court is

[2] In addition, under 12 U.S.C. § 1821(d)(12), the FDIC-Receiver, on request, is entitled to a ninety (90) day stay in any action or proceeding to which the FDIC-Receiver is a party. See 12 U.S.C. § 1821(d)(12). The FDIC-Receiver reserves all rights to seek such a stay of any and all proceedings related to the consideration of the 2004 Motion by the Bankruptcy Court. In this regard, the FDIC-Receiver moved for such a stay in Bank of America's separate action against the FDIC-Receiver in its Miami action (Bank of America v. Colonial Bank, et al., S.D. FLA, Case No. 09-22384-CIV-Jordan). In that proceeding, Bank of America is acting in its capacity as Collateral Agent, Indenture Trustee and Custodian for, among others, Deutsche Bank. Given that the stay is mandatory under the statute and in light of the identity of interests and issues between the two matters, granting Deutsche Bank's Motion here would allow Deutsche Bank to obtain discovery not presently available to it or Bank of America in the Miami proceeding.

well aware, the Reconciliation Process was developed by the Debtor and FDIC-Receiver in order to meet the significant challenges associated with establishing the existence, ownership, location and rights in and to substantially all property and contracts related to the Debtor's business and operations. The Reconciliation Process is the culmination of extensive analysis and negotiation on the part of both the Debtor and FDIC-Receiver and will provide the most expeditious and accurate resolution of the many issues surrounding the assets at the center of this Chapter 11 case and Deutsche Bank's alleged claims, both against the Debtor and in and to the assets at issue.

22. Significantly, both the Debtor and FDIC-Receiver have commenced the Reconciliation Process and continue to focus significant time, energy and resources on completing the Reconciliation Process in a timely manner. To require the FDIC-Receiver and Debtor to submit to Deutsche Bank's broad document requests and depositions now as the Reconciliation Process is beginning would waste precious limited resources and be detrimental to that process to the Debtor, its creditors and estate.

23. Deutsche Bank fails to demonstrate any exigency relating to the information that the Debtor and FDIC-Receiver have already agreed to make available though the Reconciliation Process that would support imposing the immense burden on the Debtor and FDIC-Receiver or justify the significant distraction from the ongoing Reconciliation Process that would result from the investigation sought in the 2004 Motion.

24. Deutsche Bank simply has not, and cannot, articulate any reasonable basis for the production of information already subject to imminent discovery and disclosure through the Court-approved Reconciliation Process scheduled to conclude, in many instances, prior to request deadlines proposed in the 2004 Motion. See In re M4 ENTERPRISES, 190 B.R. 471,

475 (Bankr. N.D. Ga. 1995)("the Court will not condone the use of Rule 2004 in a fashion which unduly harasses the Trustee or frivolously wastes the assets of the estate").

B. The Pursuit of Discovery is Best Left to the Committee of Unsecured Creditors

25. A Committee has been appointed. That Committee is now in discussions with the Debtor and the FDIC. At this juncture, consideration of a broad-based investigation of the kind Deutsche Bank seeks should be deferred until after the Reconciliation Process has been completed and then in consultation with the Committee.

26. Were the Court to grant the Motion, it would open the door to other investors and creditors to also inundate the FDIC-Receiver with similarly burdensome requests. That is why it should be left to the Committee to consult with the FDIC-Receiver on issues of discovery and disclosure.

C. In The Alternative, The Court Should Limit The Scope Of The Discovery

27. At minimum, Deutsche Bank's discovery request should be: (i) stayed until completion of the Reconciliation Process; (ii) limited in scope to the issues "relevant to the subject matter involved,"and (iii) limited in scope to information "reasonably calculated to lead to the discovery of admissible evidence." See Fed. R. Civ. P. 26(b) (made applicable to bankruptcy cases by Fed. R. Bankr. P. 7026).

28. While courts have been reluctant to limit the scope of 2004 examinations, such "examinations under Rule 2004 do have limits, as they may not be used for purposes of harassment and cannot stray into matters which are not relevant to the basic inquiry." In re Pan Am. Hosp. Corp., 2005 Bankr. LEXIS 734 (Bankr. S.D. Fla. Feb. 25, 2005)(internal quotations

omitted); In re El Toro Exterminator of Fla., Inc., 2006 Bankr. LEXIS 2427 (Bankr. S.D. Fla. July 6, 2006)("While this right of examination is broad, it is not limitless")(internal citations omitted).

29. The FDIC-Receiver must be allowed to complete the Reconciliation Process without distraction or harassment.

30. Deutsche Bank's motion speaks only to a single contractual obligation forming the basis of its claim, but then seeks unbounded examination of both the Debtor and FDIC-Receiver (as receiver for both Colonial Bank and Platinum Bank) without explaining, much less establishing a correlation between the information sought and its claim.

31. Obviously, Bankruptcy Rule 2004 does not authorize such a broad inquiry into a non-debtor third party's confidential and proprietary financial and business affairs.

> [T]he main function of the examiner is to uncover defalcations involving the debtor and his management of the estate. The examination of the third parties is at best ancillary to that main purpose. Thus, although Rule 2004 permits examinations of 'third parties' the language of the rule makes it 'evident that an examination may be had only of those persons possessing knowledge of a debtor's acts, conduct or financial affairs so far as this relates to a debtor's proceeding in bankruptcy.' It is clear that Rule 2004 may not be used as a device to launch into a wholesale investigation of a non-debtor's private business affairs.

In re Wilcher, 56 B.R. 428, 434 (N.D. Ill. 1985) (citing In re GHR Energy Corp., 35 B.R. 534, 537 (Bankr. D. Mass. 1983)).

32. In short, the 2004 Motion is an attempt to abuse Rule 2004 in order to assist Deutsche Bank's efforts to clarify the nature and extent of its claim against the Debtor, all at the expense of the FDIC-Receiver, the Debtor, its creditors and estate. Deutsche Bank would have

the Bankruptcy Court disregard the extensive ongoing Reconciliation Process that represents the only legitimate chance of resolving the significant body of issues surrounding the Debtor, their business operations and related assets.

33. Accordingly, the 2004 Motion should be denied or, in the alternative, limited as set forth above.

Reservation of Rights

34. To the extent this Court grants the 2004 Motion, the FDIC-Receiver reserves the right to object on jurisdictional grounds and to specific requests, by way of motion for a protective order or otherwise.[3]

---

[3] The FDIC-Receiver reserves all rights as to the jurisdiction of this Court to limit or otherwise restrain its actions. The Federal Deposit Insurance Act (the "FDI Act"), as amended, provides the FDIC-Receiver with broad powers to take any action that it deems in the best interests of a depository institution, and certain courts are specifically limited in their ability to restrain certain actions of the FDIC-Receiver.

Specifically, section 1821(j) acts as a broad prohibition against any form of relief that would enjoin or otherwise affect the FDIC from exercising its receivership and conservatorship powers and functions. RPM Investments, Inc. v. R.T.C., 75 F.3d 618, 622 (11th Cir. 1996) (per curiam) ("Section 1821(j) limits our jurisdiction such that we cannot grant relief that would restrain or affect the RTC's exercise of its statutory powers."). The Eleventh Circuit, along with other courts, has recognized that section 1821(j) is not subject to judicially created exceptions. See Bursick v. One Fourth St. N., Ltd., 84 F.3d 1395, 1397 & n.2 (11th Cir. 1996) (collecting cases).

CONCLUSION

For the foregoing reasons, the 2004 Motion should be denied in its entirety. Alternatively, the FDIC-Receiver respectfully requests the examination and document requests be, as applicable, (i) stricken and disallowed, and (ii) limited in scope.

Dated: September 18, 2009
Tampa, Florida

/s/ Philip V. Martino
Philip V. Martino
Florida Bar No. 079189
philip.martino@dlapiper.com
DLA Piper LLP (US)
100 North Tampa Street
Suite 2200
Tampa, FL 33602-5809
Phone: (813)222-5938
Fax: (312) 630-7334

Attorneys for the
Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, and as Receiver for Platinum Community Bank

Of Counsel:

Thomas R. Califano
Richard F. Hans
Jeremy R. Johnson
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, New York 10020
(212) 335-4500

Exhibit A

FDIC
Division of Resolutions and Receiverships
Dallas Regional Office
1601 Bryan Street
Dallas, Texas 75201
Telephone (214) 754-0098

August 14, 2009

John D. Harrison
Superintendent of Banks
State of Alabama
State Banking Department
401 Adams Ave., Suite 680
Montgomery, AL 36104

Subject: **Colonial Bank**
Montgomery, Alabama– In Receivership
Acceptance of Appointment as Receiver

Dear Sir or Madam:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended.

Sincerely,

FEDERAL DEPOSIT INSURANCE CORPORATION

By: ______________________
Robert C. Schoppe
Receiver-in-Charge

Exhibit B

Press Releases

BB&T, Winston-Salem, North Carolina, Assumes All of the Deposits of Colonial Bank, Montgomery, Alabama

FOR IMMEDIATE RELEASE
August 14, 2009

Media Contact:
Andrew Gray: (202) 898-7192
Cell: 202-494-1049
E-mail: angray@fdic.gov

Colonial Bank, Montgomery, Alabama, was closed today by the Alabama State Banking Department, which appointed the Federal Deposit Insurance Corporation (FDIC) as receiver. To protect the depositors, the FDIC entered into a purchase and assumption agreement with Branch Banking and Trust (BB&T), Winston-Salem, North Carolina, to assume all of the deposits of Colonial Bank.

Colonial Bank's 346 branches in Alabama, Florida, Georgia, Nevada and Texas will reopen under normal business hours beginning tomorrow and operate as branches of BB&T. Depositors of Colonial Bank will automatically become depositors of BB&T. Deposits will continue to be insured by the FDIC, so there is no need for customers to change their banking relationship to retain their deposit insurance coverage. Customers should continue to use their existing branches until BB&T can fully integrate the deposit records of Colonial Bank.

This evening and over the weekend, depositors of Colonial Bank can access their money by writing checks or using ATM or debit cards. Checks drawn on the bank will continue to be processed. Loan customers should continue to make their payments as usual.

"The past 18 months have been a very trying period in the financial services arena, but the FDIC and its staff have performed as Congress envisioned when it created the corporation more than 75 years ago," said FDIC Chairman Sheila C. Bair. "Today, after protecting almost $300 billion in deposits since the current financial crisis began, the FDIC's guarantee is as certain as ever. Our industry funded reserves have covered all losses to date. In fact, losses from today's failures are lower than had been projected. I commend our staff for their excellent work in assuring once again a smooth transition for bank customers with these resolutions. The FDIC continues to stand by the nation's insured deposits with the full faith and credit of the U.S. government. No depositor has ever lost a penny of their insured deposits."

Customers who have questions about today's transaction can call the FDIC toll-free at 1-800-405-8739. The phone number will be operational this evening until 9:00 p.m., Central Daylight Time (CDT); on Saturday from 9:00 a.m. to 6:00 p.m., CDT; on Sunday from noon to 6:00 p.m., CDT; and thereafter from 8:00 a.m. to 8:00 p.m., CDT. Interested parties can also visit the FDIC's Web site at http://www.fdic.gov/bank/individual/failed/colonial-al.html.

As of June 30, 2009, Colonial Bank had total assets of $25 billion and total deposits of approximately $20 billion. BB&T will purchase approximately $22 billion in assets of Colonial Bank. The FDIC will retain the remaining assets for later disposition.

The FDIC and BB&T entered into a loss-share transaction on approximately $15 billion of Colonial Bank's assets. BB&T will share in the losses on the asset pools covered under the loss-share agreement. The loss-sharing arrangement is projected to maximize returns on the assets covered by keeping them in the private sector. The agreement is also expected to minimize the disruptions for loan customers.

The FDIC estimates that the cost to the Deposit Insurance Fund (DIF) will be $2.8 billion. BB&T's acquisition of all the deposits was the "least costly" resolution for the FDIC's DIF compared to alternatives.

Colonial Bank is the 74th FDIC-insured institution to fail in the nation this year, and the first in Alabama. The last FDIC-insured institution to be closed in the state was Birmingham FSB, Birmingham, on August 21, 1992.

# # #

Congress created the Federal Deposit Insurance Corporation in 1933 to restore public confidence in the nation's banking system. The FDIC insures deposits at the nation's 8,246 banks and savings associations and it promotes the safety and soundness of these institutions by identifying, monitoring and addressing risks to which they are exposed. The FDIC receives no federal tax dollars – insured financial institutions fund its operations.

FDIC press releases and other information are available on the Internet at www.fdic.gov, by subscription electronically (go to www.fdic.gov/about/subscriptions/index.html) and may also be obtained through the FDIC's Public Information Center (877-275-3342 or 703-562-2200). **PR-143-2009**

Last Updated 8/14/2009 communications@fdic.gov

Exhibit C

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

In re:	
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,	**Chapter 11**
Debtor.	**Case No. 3:09-bk-07047-JAF**

STIPULATION AND AGREED ORDER BETWEEN DEBTOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP. AND FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR COLONIAL BANK

The Debtor and the FDIC-Receiver of Colonial Bank, Montgomery, Alabama. ("Colonial Bank"), by and through their undersigned counsel, hereby agree and stipulate as follows:

WHEREAS, on August 24, 2009 (the "Petition Date"), Taylor, Bean & Whitaker Mortgage Corporation (the "Debtor"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"); and

WHEREAS, the Debtor continues in management and operation of its properties and businesses pursuant to Bankruptcy Code sections 1107 and 1108; and

WHEREAS, pre-petition, the Debtor had an extensive banking relationship with Colonial Bank and maintained numerous accounts at Colonial Bank (the "Colonial Accounts"); and

WHEREAS, as part of their extensive relationship, Colonial Bank was a mortgage investor under multiple agreements and the Debtor serviced mortgage loans (the "Mortgage Loans") for Colonial Bank pursuant to the following agreements:

(a) Mortgage Loan Participation and Sale Agreement (AOT Program – Whole Loan Trades and Private Issue Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the "Private AOT Agreement"); and

(b) Mortgage Loan Participation and Sale Agreement (AOT Program – Agency Securities), dated as of April 1, 2007, between the Debtor and Colonial Bank (the "Agent AOT Agreement", and together with the Private AOT Agreements, the "AOT Agreements"); and

(c) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program), dated as of December 18, 2007, between the Debtor and Colonial Bank (the "Wet & Dry COLB Agreement"); and

(d) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 18, 2007, between the Debtor and Colonial Bank (the "Construction COLB Agreement", and together with the Wet & Dry COLB Agreement, the "COLB Agreements"); and

(e) Loan Participation Sale Agreement (COLB Wet & Dry Mortgage Loans Program – Construction Agreement), dated as of December 10, 2008, between the Debtor, Colonial Bank and Seaside National Bank & Trust Corp. (the "Seaside COLB Agreement"); and

(f) Amended and Restated Master Repurchase Agreement, dated as of June 30, 2009, between the Debtor and Colonial Bank (the "Master Repo Agreement", and together with the AOT Agreements, the COLB Agreements, the Seaside COLB Agreement, the "Mortgage Purchase Agreements"); and

WHEREAS, prepetition both Colonial Bank and the FDIC-Receiver validly terminated the Debtor's right to service the mortgage loans under the Mortgage Purchase Agreements; and

WHEREAS, by order of the Alabama State Banking Department, dated August 14, 2009, Colonial Bank was closed and the Federal Deposit Insurance Corporation (the "FDIC-Receiver") was appointed as its receiver and, by operation of law, the FDIC-Receiver succeeded to all rights, title, powers and privileges of Colonial Bank and of any stockholder, member,

accountholder, depositor, officer, or director of Colonial Bank with respect to the institution and the assets of the institution pursuant to 12 U.S.C. § 1821(d)(2)(A)(i); and

WHEREAS, the FDIC-Receiver has filed a Motion for Relief from the Automatic Stay pursuant to § 362(d) ("Stay Relief Motion"); and

WHEREAS, the Debtor has filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues ("Turnover Motion"); and

WHEREAS, the Debtor and the FDIC-Receiver desire to resolve the issues raised in the Stay Relief Motion and the Turnover Motion by entering into this stipulation (the "Stipulation"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Debtor and the FDIC-Receiver do hereby agree and stipulate as follows:

1. Reconciliation of Bank Accounts and Borrower Payments: The Debtor and FDIC-Receiver agree that, in accordance with the terms of this Stipulation and Order and such other procedures as may be mutually agreed upon by the parties hereto, the Debtor shall perform a full and complete "Servicing Reconciliation" of: (a) all bank accounts maintained by the Debtor at Colonial Bank as of August 6, 2009; (b) all borrower payments received by and currently held in the Colonial Bank lock box; (c) all borrower payments received by and currently under the control of the Debtor; and, (d) payments received from parties other than borrowers that are related to the mortgage servicing activities of the Debtor (e.g., tax and insurance refunds) (the "Servicing Reconciliation"). The Debtor shall use its best efforts to

complete this Servicing Reconciliation no later than October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver.

2. Transfer of Mortgage Servicing: The Debtor shall, as soon as reasonably practicable, but no later than October 1, 2009, transfer all servicing to RoundPoint Mortgage Servicing Corporation ("RoundPoint") for all mortgage loans owned by Colonial Bank under the Mortgage Purchase Agreements, in its individual capacity or as agent for other participants, pursuant to the terms of the AOT and COLB warehouse participation facilities. With respect to any mortgages about which there are questions or disputes regarding ownership, the parties will work in good faith with the applicable investors/claimants to develop a mutually agreeable method for RoundPoint to provide servicing for such mortgages. The Debtor will turnover to RoundPoint all electronic files and data, loan files and trailing documents required for servicing of all transferred mortgages in a commercially reasonable timeframe no later than October 1, 2009. The transfer of mortgage servicing is without prejudice to or limitation of the rights of the Debtor, the FDIC-Receiver or any other party regarding the ultimate determination of the ownership of the mortgage assets or the value and recovery of the mortgage servicing rights.

3. Colonial Lock Box Payments: The FDIC- Receiver shall, as soon as reasonably practicable, deliver to the Debtor all un-deposited borrower payment checks and deposited electronic payments in the possession of the FDIC-Receiver. Upon receipt of these checks, the Debtor shall: (a) record all information necessary to perform the Servicing Reconciliation of borrower payments; (b) allocate and segregate the checks by "Mortgage Investor" (i.e., Colonial Bank, Freddie Mac, Ginnie Mae, Bank of America, Wells Fargo, etc. (collectively, and with all other investors, the "Mortgage Investors")); (c) endorse the checks and deliver them to the

successor servicer for Mortgage Investors if mortgage servicing has been transferred; and, (d) deposit all remaining checks (i.e. checks not clearly due and owing to a designated successor servicer) into the Regions Bank clearing account established by the Debtor for the purpose of accomplishing the Servicing Reconciliation and allocation activities that are the subject of this Stipulation.

4. Colonial Bank Account Reconciliation: Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the preliminary injunction (the "Preliminary Injunction") entered by Judge Jordan of the District Court for the Southern District of Florida[1] against the FDIC-Receiver as Receiver for Colonial Bank, the FDIC-Receiver shall provide the Debtor with all borrower payment detail, along with transactions and other information regarding the bank accounts previously maintained by the Debtor at Colonial Bank, so that the borrower payments can be reconciled and allocated to the appropriate Mortgage Investor custodial accounts and other accounts at Colonial Bank as part of the Servicing Reconciliation. Additionally, the FDIC-Receiver shall provide the Debtor with account level detail for all account activity for all Debtor bank accounts at Colonial Bank since August 4, 2009 as soon as practicable, but in, in any event, not later than October 1, 2009.

5. Regions Bank Account Reconciliation and Allocation: The Debtor has established post-petition bank accounts at Regions Bank, the majority of which are intended to replicate the Debtor's Colonial bank accounts (though on a smaller scale) to be used in the Servicing Reconciliation and allocation described herein (the "Regions Reconciliation Accounts"). The Debtor is expressly authorized to deposit borrower checks, as well as other monies, into the Regions Reconciliation Accounts, and Regions is authorized to accept such deposits in accordance with and subject to the provisions and limitations of this Stipulation and

[1] The Case Number is 09-22394-CIV-JORDAN.

Order, as well as agreements with other Mortgage Investors or orders of this Court. Additionally, Regions is authorized to place customary holds of up to eleven (11) days on checks deposited into the Regions Reconciliation Accounts and holds of up to ninety (90) days on ACH transfers, and is authorized to require the Debtor to maintain a minimum balance in the Regions operating account of $250,000, which requirement will be eliminated sixty (60) days after the final deposit is made. The Debtor has made and is making deposits and transfers into the Regions Reconciliation Accounts which include: (a) borrower payments received by the Debtor via check and electronic transfer; (b) checks from parties other than borrowers, which include insurance payments, tax and insurance refunds, and other similar payments; and (c) "consolidated borrower payments" in which a borrower has delivered one check in payment of mortgages held by two or more lenders, such as payment of a first and second mortgage. The Debtor will reconcile and account for all such borrower payments and allocate and transfer the appropriate amounts among other Regions Reconciliation Accounts established for the purpose segregating and maintaining: (i) tax and insurance escrow payments; (ii) principal and interest amounts allocated to specific Mortgage Investors; and, (iii) the Debtor's servicing fees. Any funds currently held in the Regions Reconciliation Accounts related to loans owned by Colonial Bank that are not claimed or disputed by any other party shall be turned over immediately to the FDIC-Receiver, provided however, that TBW preserves any and all rights or claims that it may have to offset against such funds it may have under applicable law, including as the same may be limited by Title 12 of the United States Code.

6. Tax and Insurance Payments: The FDIC-Receiver and the Debtor acknowledge and agree that the highest near-term priority is the reconciliation of borrower tax and insurance "escrows." Accordingly, the FDIC-Receiver and the Debtor will cooperate with each other and

with successor servicers for Mortgage Investors, to provide information and take all steps necessary to assure the prompt payment of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers as soon as reasonably possible. Notwithstanding anything else in this paragraph six (6), the FDIC-Receiver shall be empowered to make payments to third parties on behalf of borrower taxes and insurance obligations immediately upon approval of this Stipulation from funds currently in the Colonial Accounts; provided, however, that (i) the FDIC-Receiver shall provide the Debtor with an accounting of all such payments, which will be included in the Servicing Reconciliation; and, (ii) this authorization shall not be deemed to be a waiver of any parties' rights to recover servicing advances as provided for under applicable law. In addition, notwithstanding any other provision of this Stipulation, monies in the Regions Reconciliation Accounts may be disbursed by the Debtor to fund payments of taxes, insurance premiums and related tax or insurance payments or refunds to borrowers or to borrower's new escrow accounts maintained by Mortgage Investors' successor servicers upon: (a) the written consent of the Debtor and the FDIC-Receiver, or (b) an order of the Bankruptcy Court approving such disbursement or use.

7. REO Sales Proceeds: Notwithstanding any other provision or recital, the FDIC-Receiver and the Debtor reserve all rights regarding ownership and administration of REO, as well as entitlement to proceeds from REO sales. Further, the parties acknowledge and agree that they will work together in resolving issues related to that administration, management and disposition of REO assets in a manner consistent with Paragraph 11, below.

8. Asset Reconciliation: In addition to reconciling and allocating bank accounts and borrower payments as provided for above, the Debtor will work with the FDIC-Receiver, as well as other Mortgage Investors and creditors, to resolve and reconcile issues regarding ownership

and other rights in mortgages, REO and other related assets that were serviced, maintained and controlled by the Debtor as of August 3, 2009 ("Asset Reconciliation"). This reconciliation will be performed using transaction detail and other records of activity related to the Debtor's AOT and COLB warehouse funding facilities at Colonial Bank, as well as records obtained from Mortgage Investors or others. Subject to the legal limitations imposed on the FDIC-Receiver pursuant to the Preliminary Injunction, the FDIC-Receiver shall make such records in its possession available to the Debtor in a timely, commercially reasonable manner. The Debtor shall use its best efforts to complete this Asset Reconciliation by October 30, 2009, unless another time is agreed to in writing by the Debtor and the FDIC-Receiver. Upon the completion of the Asset Reconciliation, the Debtor agrees to return all such records to the FDIC-Receiver within five (5) business days.

9. Reconciliation Report: Upon completion of the Servicing Reconciliation and Asset Reconciliation efforts described herein, the Debtor shall file a report with this Court, which will include the following information:

a. The results of the Servicing Reconciliation;

b. The accounting and payments, if any, of tax and insurance premium payments on behalf of borrowers and advances of escrow amounts by either the FDIC as receiver or the Debtor; and

c. The results of the Asset Reconciliation.

To the extent that the Debtor's reconciliation and allocation work is not completed by October 30, 2009, the Debtor shall file an interim status report regarding these issues on that date and file successive interim reports every 30 days thereafter until such work is completed and a final report is filed in accordance with this Paragraph.

10. No Disbursement from Regions Reconciliation Accounts: Except for monies necessary to make tax, insurance and related payments on behalf of (or to) borrowers as set forth above, no monies in the Regions Reconciliation Accounts shall be disbursed or used by the Debtor absent an order of this Court approving such disbursement or use. Nothing in this Paragraph shall limit or restrict the right or ability of the Debtor, the FDIC-Receiver or any other party to move this Court for an order requiring or allowing disbursement or use of monies in the Regions Reconciliation Accounts. To the extent that such funds are agreed by the FDIC-Receiver and TBW to be property of Colonial Bank, or determined as such by a court of competent jurisdiction, they shall be turned over to the FDIC-Receiver without further order of this Court.

11. Cooperation: The Debtor and the FDIC-Receiver shall work cooperatively in the exchange of information and use their best efforts to accomplish the objectives of the reconciliation and allocation provided for herein. Accordingly, the Debtor is authorized to enter into any related or ancillary agreements necessary or required to effectuate this Stipulation and Order without obtaining further Court approval of such related or ancillary agreements. The FDIC-Receiver and the Debtor expressly acknowledge and agree that they will act in good faith and deal fairly with each other in the performance of the activities set forth in this Stipulation and any ancillary agreements, including the negotiation of the nature, structure and amount of fees to be paid to the Debtor for the performance of its obligations under this Stipulation.

12. Limitation on Debtor's Obligations: The Debtor's performance of the Servicing Allocation, Asset Allocation and related activities provided for in this Stipulation are limited by and expressly conditioned upon there being monies available to pay the Debtor's employees and professionals to perform such activities. Nothing in this paragraph twelve (12) shall obligate the

FDIC-Receiver to make any payments or to release any funds to the Debtor or on behalf of the Debtor nor shall it preclude the Debtor from seeking payment.

13. FDIC Approval: Representatives of RoundPoint and the FDIC-Receiver shall be present to monitor and advise on all aspects and decisions related to the Servicing and Asset Reconciliations. The FDIC-Receiver shall have the final right to approve or deny each and every decision related to the Servicing and Asset Reconciliations of the Colonial Bank Accounts. . All allocations and transfers of monies between and among the Colonial Bank Accounts by the Debtor require the written approval of the FDIC-Receiver. The FDIC-Receiver also has the sole and unequivocal right to prohibit any individual from participating in any reconciliation activity envisioned by this Stipulation. The FDIC-Receiver consents to the use and participation of employees of Navigant Capital Advisors, LLC and its affiliates in performing the reconciliation activity provided for herein.

14. Liability: The FDIC-Receiver shall be released from any and all liability for any acts done in furtherance of this Stipulation (except for willful misconduct and gross negligence) by the Debtor, all parties with any interest in the Mortgage Loans and all parties that receive notice of this Stipulation. Furthermore, none of the FDIC-Receiver's professionals, including, advisors, actuaries, accountants, attorneys, financial advisors, investment bankers, consultants, or agents, shall have or incur any liability to any holder of any interest in the Mortgage Loans or any party that received notice of this Stipulation for any act or omission in connection with, related to or arising out of, the Mortgage Loans or any act in furtherance of this Stipulation.

15. No Waiver: No act or failure to act in the course of the accounting, allocation and apportionment of borrower payments is or should be construed to be a release, waiver, limitation

or modification of any right, claim or defense that the Debtor, the FDIC-Receiver or any other party may have.

16. Modification: This Stipulation and Order may not be modified, altered or amended except in writing signed by the parties hereto and subject to the approval of the Bankruptcy Court, if required under the Bankruptcy Code or Bankruptcy Rules. The Debtor, the FDIC-Receiver, and any other party may, at any time, seek relief from or modification of this Order on ten (10) business days notice or such other relief as the Bankruptcy Court deems appropriate.

17. Bankruptcy Court Approval: This Stipulation and Order is subject to the approval of the Bankruptcy Court. In the event the Bankruptcy Court declines to approve this Stipulation and Order, the parties hereto shall return to their respective rights and obligations existing prior to the execution of this Stipulation and Order. Nothing in this Interim Stipulation and Order shall be deemed an admission of the Debtor or the FDIC-Receiver.

18. Reservation of Rights: This Stipulation and Order has been entered into in an effort to resolve disputed issues that were raised in the Stay Relief Motion and the Turnover Motion. Accordingly, it is entered into and approved without prejudice to the rights of all parties, including the Debtor, the FDIC-Receiver, the Mortgage Investors, the Office of the United States Trustee, any committee of creditors appointed in the Chapter 11 case, or any creditor or party in interest. The rights, if any, of all of the foregoing parties are expressly reserved inter se including, but not limited to, this Bankruptcy Court's jurisdiction over the FDIC-Receiver pursuant to Title 12 of the United States Code or other applicable law.

[Intentionally left blank]

Stipulated and agreed to, this 11th day of September, 2009.

Taylor, Bean & Whitaker Mortgage Corp., Debtor in Possession

/s/ *J. David Dantzler*

Jeffrey W. Kelley
Georgia Bar No. 412296
Ezra H. Cohen
Georgia Bar No. 173800
J. David Dantzler, Jr.
Georgia Bar No. 205125
600 Peachtree Street
Suite 5200
Atlanta, Georgia 30308
Telephone: (404) 885-3000
Facsimile: (404) 885-962-6880
Special Counsel for the Debtor

/s/ *Russell M. Blain*

Russell M. Blain (FBN 236314)
rblain@srbp.com
Edward J. Peterson, III (FBN 014612)
epeterson@srbp.com
Amy Denton Harris (FBN 0634506)
aharris@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

Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, N.A.

/s/ *Thomas R. Califano*

Philip V. Martino
Florida Bar No. 079189
philip.martino@dlapiper.com
DLA Piper LLP (US)
100 North Tampa Street
Suite 2200
Tampa, FL 33602-5809
Phone: (813)222-5938
Fax: (312) 630-7334

and

Thomas R. Califano
Richard F. Hans
Christopher R. Thomson
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, NY 10020
(212) 335-4762

The within and foregoing having been read and considered in conjunction with the hearing on the underlying FDIC-Receiver's Motion for Stay Relief and the Debtor's Turnover Motion, IT IS HEREBY ORDERED THAT the Stipulation and Agreed Order between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, N.A. is APPROVED and ADOPTED and shall be binding and enforceable as any other order of this Court.

DONE AND ORDERED on ____________________________.

____
JERRY A. FUNK
United States Bankruptcy Judge

Exhibit D

BINGHAM McCUTCHEN LLP
Robert M. Dombroff (NY Bar No. 4055190)
Mark M. Elliott (NY Bar No. 2383891)
Todd B. Marcus (NY Bar No. 2345239)
Erin K. Mautner (NY Bar No. 4389771)
399 Park Avenue
New York, NY 10022-4689
Telephone: (212) 705-7000
Facsimile: (212) 752-5378

and

GUNSTER, YOAKLEY & STEWART, P.A.
Gregor J. Schwinghammer Jr. (FL Bar No. 090158)
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0595
Facsimile: (561) 655-5677

Counsel to Deutsche Bank, AG

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

In re: Taylor, Bean & Whitaker Mortgage Corp., Debtor.	Chapter 11 Case No. 3:09-bk-07047-JAF

DEUTSCHE BANK, AG'S MOTION FOR AN ORDER AUTHORIZING 2004 EXAMINATIONS OF TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION AND CERTAIN THIRD PARTIES PURSUANT TO BANKRUPTCY RULE 2004 AND SECTION 105(A) OF THE BANKRUPTCY CODE

This case is before the Court for consideration of the motion of Deutsche Bank, AG ("**Deutsche Bank**") [1] for an order authorizing 2004 examination of Taylor, Bean & Whitaker Mortgage Corporation ("**Taylor Bean**" or the "**Debtor**") and certain third parties pursuant to section 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 2004 of the Federal Rules of Bankruptcy Procedure ("**Rule 2004**"). Deutsche Bank, by its counsel Bingham McCutchen LLP and Gunster, Yoakley & Stewart, P.A. respectfully requests the Court enter an order directing (a) Taylor Bean (i) to produce the documents identified herein by September 30, 2009, (ii) to answer interrogatories identified herein by September 30, 2009, and (iii) to produce certain witnesses for examination at a mutually convenient date, time, and place – such examinations to be completed by November 6, 2009, and authorizing Deutsche Bank to serve upon (b) certain third parties, subpoenas to compel the production of (i) the documents identified herein by September 30, 2009, and (ii) certain witnesses for examination at a mutually convenient date, time, and place – such examinations to be completed by November 6, 2009. In support of its motion, Deutsche Bank respectfully states the following:

PRELIMINARY STATEMENT

Deutsche Bank is the largest unsecured creditor of this estate, with a claim listed on the Schedule of 20 Largest Unsecured Creditors as forty-two million dollars. When the dust settles, it may well be that Deutsche Bank's total loss will be significantly larger than the scheduled amount. The swap agreement was but a part -- an integral part -- of a significant lending facility in which Deutsche Bank participated. Deutsche Bank's investment was secured by mortgage

---

[1] Although the claim is listed on the Amended Schedule of 20 Largest Unsecured Creditors as being held by Deutsche Bank Securities, Inc., the counterparty to the Back Swap Agreement, and the holder of the claim, is Deutsche Bank, AG.

loans, cash and other assets, which now, according to the Debtor may have gone missing, and which according to allegations by federal agencies may have been double pledged. Deutsche Bank is entitled to know the location and status of the security for its investment, and it needs to know quickly, because of the potential movement of assets, documents and witnesses.

Various motions for relief from the automatic stay have been filed in the past weeks in this case. The motions seek numerous and sometimes conflicting forms of relief. Yet, a common motivation behind virtually all of these motions is a concern about the appalling lack of information regarding the business affairs and books and records of the Debtor. And as this Court is aware, there exists significant concerns about fraudulent and criminal activity, which among other things prompted a raid on the Debtor by the Federal Bureau of Investigation (the "**FBI**"). If ever a situation called for an expedited inquiry, it is this case.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157.

BACKGROUND

A. Events Leading up to the Bankruptcy Proceedings

2. Pursuant to certain regulations of the United States Department of Housing and Urban Development ("**HUD**"), as well as agreements with the Government National Mortgage Association ("**Ginnie Mae**"), Federal Home Loan Mortgage Corporation ("**Freddie Mac**") and various lenders, Taylor Bean was required to deliver year-end audited financial statements to these agencies and lenders. Deloitte LLP ("**Deloitte**") served as Taylor Bean's auditor. According to a pleading filed with this Court by the Federal Deposit Insurance Corporation (the "**FDIC**"), Deloitte "uncovered evidence of possible fraud and expressed concerns to the Debtor

regarding the Debtor's failure to provide information and documentation …." See Objection of FDIC to Debtor's Emergency Motion for Turnover at ¶ 9; Doc. No. 179. On information and belief, Deloitte thereafter ceased its audit.

3. On August 3, 2009, federal investigators, including agents of the FBI, raided Taylor Bean headquarters in Ocala, Florida.

4. On August 4, 2009, HUD suspended Taylor Bean's HUD/FHA origination and underwriting approval. In a press release announcing this suspension, HUD stated that this action was taken as a result of, among other things, its discovery that Taylor Bean's auditor ceased its financial examination after discovering certain irregular transactions that raised concerns of fraud, and that Taylor Bean failed to disclose, and falsely concealed, that it was the subject of two examinations into its business practices in the past year.

5. In addition, on or about August 4, 2009, Ginnie Mae terminated Taylor Bean's authority to act as a Ginnie Mae issuer and to service its $26 billion mortgage portfolio, and Freddie Mac terminated Taylor Bean's eligibility to sell loans and service its $51.2 billion portfolio.

6. On August 5, 2009, Taylor Bean laid off approximately 2,000 employees, or approximately 80% of its workforce, and significantly reduced its business operations.

7. Taylor Bean maintained at Colonial Bank ("**Colonial**") operating accounts and numerous other custodial accounts necessary to its mortgage origination and servicing operation, and to the appropriate disbursement to/for investors and individual borrowers of mortgage payments. On or about August 6, 2009, Colonial unilaterally denied Taylor Bean (as well as some or all of its mortgage investors) access to Taylor Bean's bank accounts and the monies maintained therein. On August 11, 2009, the FDIC issued a Temporary Order to Cease and

Desist requiring Colonial to obtain "prior written approval from the Regional Director of the Atlanta Regional Office of the FDIC . . . before engaging in any transaction with [Taylor Bean] or its affiliates or related entities." Three days later, Colonial was closed and the FDIC was appointed receiver.

B. The Bankruptcy Proceedings

8. On August 24, 2009 (the "**Petition Date**"), Taylor Bean filed in the United States Bankruptcy Court for the Middle District of Florida a voluntary petition for relief under chapter 11 the Bankruptcy Code.

9. Taylor Bean continues to operate its business as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

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

11. Various parties have filed motions in these proceedings for relief from the automatic stay requesting that the Court order the Debtor to transfer records and provide access to mortgage loans so that the movant or a related party may act as the servicer on such mortgages.

12. On August 31, 2009, the Debtor filed an Emergency Motion for Turnover, Approval of Procedures for the Maintenance and Use of Borrower Payments, and Immediate Resolution of Related Issues (the "**Turnover Motion**") which requested, among other things, that the Court order the FDIC to provide the Debtor with information regarding its accounts. In the Turnover Motion, the Debtor noted that the FDIC had begun disbursing funds to certain of Taylor Bean's mortgage investors. "Upon information and belief, the FDIC has released over $340 million to Ginnie Mae and Freddie Mac." See Turnover Motion at ¶ 55; Doc. No. 83.

13. On September 3, 2009, the Debtor filed a motion requesting leave to delay filing its schedule of assets and liabilities until September 24, 2009.

14. At the September 11, 2009 hearing, the Debtor and the FDIC requested that this Court approve a stipulation memorializing a resolution between the two parties on the Turnover Motion and a lift stay motion filed the FDIC. Deutsche Bank understand that the proposed stipulation would not foreclose the movement of funds.

DEUTSCHE BANK'S CLAIMS

15. Pursuant to a Mortgage Loan Purchase and Servicing Agreement dated June 30, 2008 (the "**MLPSA**") by and between Ocala Funding, LLC ("**Ocala**"),[2] as purchaser, and Taylor Bean, as seller and servicer, Ocala agreed to purchase mortgage loans originated by Taylor Bean (the "**Taylor Bean Mortgage Loans**") and Taylor Bean agreed to continue to service those mortgage loans. The Taylor Bean Mortgage Loans, and the proceeds from the sale thereof, served as collateral for two series of senior secured notes issued by Ocala. These notes serve to finance the purchase by Ocala of the Taylor Bean loans. Deutsche Bank is a substantial holder of such notes.

16. As part of the overall Ocala facility described above, Taylor Bean and Deutsche Bank entered into a "back swap" agreement (the "**Back Swap Agreement**"), pursuant to which Taylor Bean was obligated to make a payment to Deutsche Bank in the event any of the Taylor Bean Mortgage Loans were sold for less than the purchase price thereof. The amount of such margin call was calculated based on the outstanding purchase price of all Taylor Bean Mortgage Loans relating (or allocated) to the Senior Secured Notes held by Deutsche Bank, less the market

---

[2] Ocala is a special purpose, bankruptcy remote, wholly-owned subsidiary of Taylor Bean, which was created for the purpose of purchasing mortgage loans from Taylor Bean.

value of those mortgage loans, as determined by a valuation agent. (As set forth in the Back Swap Agreement, the margin call could not exceed 10% of the outstanding purchase price of the Taylor Bean Mortgage Loans). On August 11, 2009, based on the market value of loans relating (or allocated) to the Senior Secured Notes held by Deutsche Bank, Deutsche Bank made a margin call to Taylor Bean in the amount of $42,100,061.48.

17. The Taylor Bean Mortgage Loans were held by Bank of America as successor to LaSalle Bank National Association ("**LaSalle Bank**"), which served as indenture trustee, paying agent, and depositary under a Base Indenture, Series Supplement, and Series Depositary Agreement, between and among Ocala and Bank of America, and as collateral agent under a Second Amended and Restated Security Agreement between Ocala and LaSalle, in its capacities as Indenture Trustee and Collateral Agent, dated June 30, 2008 (the "**Security Agreement**"). Pursuant to the Security Agreement, Ocala pledged the Taylor Bean Mortgage Loans to Bank of America, as collateral agent, for the benefit of the Secured Parties under the Security Agreement – defined to include Deutsche Bank, both as a noteholder and as swap counterparty. Under the Security Agreement, Taylor Bean gave instructions to Bank of America with respect to the Taylor Bean Mortgage Loans including instructions regarding, *inter alia*, the allocation of collections from individual borrowers and the use of sales proceeds (from the sale to third-parties of Taylor Bean Mortgage Loans) to purchase additional Taylor Bean Mortgage Loans and/or to release to Ocala. Taylor Bean was specifically empowered and authorized to give instructions and send notices on behalf of its wholly-owned subsidiary, Ocala.

18. In connection with the MLPSA, Taylor Bean delivered to Deutsche Bank several periodic reports. It has now come to Deutsche Bank's attention that upon information and belief some of these reports may have been false or misleading.

19. In its capacity as a senior noteholder, as well as swap counterparty to Taylor Bean, Deutsche Bank believes that its loss will likely exceed its current listed claim. Although the amount of that loss is currently undetermined, its magnitude may well be affected by the speed with which Deutsche Bank and/or LaSalle Bank, as collateral agent, can locate and identify appropriate books and records relating to the Taylor Bean mortgages and the proceeds thereof.

RELIEF REQUESTED

20. Deutsche Bank requests, pursuant to 11 U.S.C. § 105(a) and Rule 2004, an order directing (a) Taylor Bean to (i) produce the documents identified herein on the annexed Schedule A by September 30, 2009; (ii) answer interrogatories identified herein on the annexed Schedule A by September 30, 2009; and (iii) produce certain individuals for deposition identified on the annexed Schedule A,[3] such depositions to be completed by November 6, 2009; and (b) authorizing Deutsche Bank, by its counsel to issue subpoenas directing (i) the production of the documents identified herein on the annexed Schedule B by September 30, 2009; and (ii) certain individuals for deposition identified on the annexed Schedule B compelling appearance for examination, such depositions to be completed by November 6, 2009.

21. Deutsche Bank reserves the right to serve supplemental and additional requests concerning these matters.

---

[3] Deutsche Bank requests it be permitted to subpoena any requested individuals identified on the annexed Schedule A that Taylor Bean is unable to produce.

ARGUMENT

22. Pursuant to section 105(a) of the Bankruptcy Code, courts may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

23. Rule 2004(a) provides that "[o]n motion of any party in interest, the Court may order the examination of any entity." Fed. R. Bankr. P. 2004(a).

24. Rule 2004 is a familiar tool of reorganization cases that provides parties in interest a vehicle for obtaining information relating to "acts, conduct, or property or to the liabilities or financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate…." Fed. R. Bankr. P. 2004(b). This can be done through document production and testimony. Fed. R. Bankr. P. 2004(c).

25. The purpose of a Rule 2004 examination is to "show the condition of the estate and to enable the Court to discover its extent and whereabouts, and to come into possession of it, that the rights of the creditor may be preserved." *In re Coffee Cupboard, Inc.*, 128 B.R. 509, 514 (Bankr. E.D.N.Y. 1991) (quoting *Cameron v. United States*, 231 U.S. 710, 717 (1914)); *see also In re Fearn*, 96 B.R. 135, 138 (Bankr. S.D. Ohio 1989) (holding that Rule 2004's purpose is to ascertain "the extent and location of the estate's assets"); *In re Dinubilo*, 177 B.R. 932, 940 (E.D. Cal. 1993) (same). The scope of an inquiry permitted under Rule 2004 is broad in order to reveal "the nature and extent of the estate; [ascertain] assets; and [discover] whether any wrongdoing has occurred." *In re Corso*, 328 B.R. 375, 383 (E.D.N.Y. 2005); *see also In re Pan Am. Hospital Corp.*, Nos. 04-11819-BKC-AJC, 04-11820-BKC-AJC, 2005 WL 2445907, at *2 (Bankr. S.D. Fla. Feb. 25, 2005) ("courts have acknowledged the rule's broad scope"); *In re Drexel Burnham Lambert Group, Inc.*, 123 B.R. 702, 708 (Bankr. S.D.N.Y. 1991) ("Starting with the 1978 Code

there has been an expansive reading of the rule. . . . It can be legitimately compared to a fishing expedition.") (citing *In re Vantage Petroleum Corp.*, 34 B.R. 650, 651 (Bankr. E.D.N.Y. 1983).

26. By Taylor Bean's own admission, issues have been raised regarding Taylor Bean's historical management of, and accounting for, mortgage loans sold to investors, and more than one investor may claim to own the same mortgage loans, perhaps due to double pledging of assets. Deutsche Bank as Taylor Bean's largest creditor has compelling reasons to need to know what transpired at Taylor Bean leading up to the petition date, including but not limited to, the double pledging of assets and the possible falsification of reports sent to Deutsche Bank.

27. Expedited discovery is essential in order to allow Deutsche Bank to identify the loans in which it may have an interest and/or the cash proceeds of such loans. Deutsche Bank believes that a determination of what it is owed as well as the ability to recover with respect to same may be far more difficult with the passage of time.

28. Specifically, at this time it is believed that a substantial number of loans and amount of funds in which Deutsche Bank has an interest may have been improperly transferred. The Debtor is unable to tell Deutsche Bank where that collateral is. Additionally, there is significant uncertainty about further movement of those funds and assets. Absent immediate discovery, Deutsche Bank cannot know whether any transferred funds include those in which Deutsche Bank has or may have an interest. [4]

---

[4] On August 12, 2009, Bank of America, as indenture trustee in connection with the Ocala facility, brought an action against Colonial in the Southern District of Florida seeking return of cash and mortgages that Colonial had failed to return upon termination of the parties' custodial relationship by Bank of America. Bank of America requested a temporary restraining order to prevent Colonial from liquidating, transferring or encumbering the assets at issue. Judge Adalberto Jordan of the Southern District granted the TRO on August 13, 2009. On August 14, 2009, Colonial went into receivership and the FDIC was substituted as a party to the case. The FDIC moved to dissolve the restraining order and Bank of America objected – seeking a preliminary injunction. The matter was fully briefed and oral arguments were held. On September 4, 2009, Judge Jordan granted Bank of America's motion and ordered

29. The situation of the Debtor is volatile and fluid. There is a cloud of suspicion of fraud and criminal activity hanging over the Debtor, which has already prompted action by multiple government agencies, including the FBI, and even the Debtor's own auditor. Deutsche Bank has genuine concerns regarding the preservation of documents and its ability to track down and examine key witnesses, many of whom have already left, or may be leaving, the employ of the Debtor.

30. Deutsche Bank understands that Taylor Bean, assisted by its Chief Restructuring Officer, Neil F. Luria of Navigant Capital Advisors, LLC, seeks to undertake a "reconciliation" of the books and records of the Debtor. But this proposed course of action is inadequate. By the time that reconciliation is complete, the funds and assets pledged in favor of Deutsche Bank may be further transferred and documents and witnesses may become unavailable. As evidenced by the stipulation entered into between Taylor Bean and the FDIC, and the pleadings filed by the Debtor in this proceeding, it is clear that tracing Ocala proceeds is not a priority item for the Debtor. The stipulation does provide for the sharing of certain information between Taylor Bean and the FDIC, however it is not clear that those records will be shared with all parties, rather the stipulation purports to require only sharing an overview of reconciliation findings in the form of a report.

31. The information sought herein is within the scope of Rule 2004 discovery and, as reflected in the attached **Schedule A** and **B**, is requested for the purpose of obtaining information regarding the acts, conduct, property, liabilities, and the financial condition of the Debtor.

---

that the preliminary injunction remain in effect. At this time, Bank of America has been unable to determine the exact location and status of the security for the Ocala facility.

32. Deutsche Bank – Taylor Bean's largest unsecured creditor – respectfully submits that the requested discovery is necessary and should be granted immediately so that it may expeditiously determine the whereabouts of significant assets that have been pledged in favor of Deutsche Bank.

NO PREVIOUS MOTION OR APPLICATION

33. No previous motion or application for the relief sought herein has been made to this or any other Court.

[remainder of page intentionally left blank]

CONCLUSION

For the foregoing reasons, Deutsche Bank respectfully requests that the Court (i) grant the 2004 Motion in its entirety; and (ii) grant such other, further relief as the Court deems just and proper.

Dated: New York, New York
September 16, 2009

Respectfully submitted,

By: /s/Robert M. Dombroff

BINGHAM McCUTCHEN LLP
Robert M. Dombroff (NY Bar No. 4055190)
Mark M. Elliott (NY Bar No. 2383891)
Todd B. Marcus (NY Bar No. 2345239)
Erin K. Mautner (NY Bar No. 4389771)
399 Park Avenue
New York, NY 10022-4689
Telephone: (212) 705-7000
Facsimile: (212) 752-5378

and

GUNSTER, YOAKLEY & STEWART, P.A.
Gregor J. Schwinghammer Jr. (FL Bar No. 090158)
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Telephone: (561) 650-0595
Facsimile: (561) 655-5677

Counsel to Deutsche Bank, AG

SCHEDULE A: TAYLOR BEAN RULE 2004 DISCOVERY

Requested Depositions: Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to produce the following individuals for depositions:

1) A Federal Rule of Civil Procedure 30(b)(6) ("**F.R.C.P. 30(b)(6)**") witness from Taylor Bean concerning the following topics:

a) Transfers to and/or from the following bank accounts in 2008 and/or 2009:

i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;

ii) Colonial Master Account, Account # 8026069362;

iii) Clearing Account, Account # 8037152645;

iv) Colonial Operating, Account # 8030377314;

v) ITF Henley Holdings Account, Account # 8037244822;

vi) Assignment of Trade Account;

vii) Colonial Investor Funding, Account # 8026069354;

viii) Account # 722347.2;

ix) Account # 722493.15;

x) Collateral Account maintained pursuant to the Security Agreement;

xi) Ocala Collections Account, Account # 722493.4; and

xii) All other Taylor Bean accounts maintained at Colonial.

b) Instructions and/or directions given to LaSalle by any entity concerning distributions from any and all accounts maintained at LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;

c) Reports concerning monthly loan servicing during the period April 2008 through the present;

d) Reports concerning loan level remittance reports and any related payments or advances

paid;

e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;

f) The "Gatekeeper" and "Pipeline" reports and/or any drafts thereof;

g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

h) Copies of all Transfer Supplements created pursuant to the MLPSA;

i) Records regarding the calculation of payments for the swaps;

j) Any collateral release forms, including Freddie Mac Form 996; and

k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

4) Neil F. Luria, Chief Restructuring Officer of Taylor Bean;

5) Sue Kline, Michelle Lightfoot, Cary Hunt, Heidi Bernett, and Donna Shurovic, all of whom were and/or are employees of Taylor Bean;

6) Jeremy Collett and Aaron Pitone both of whom were and/or are employees of Taylor Bean;

7) Sean Ragland who was and/or is an employee of Taylor Bean;

8) Hemat R. Ramsagar who was and/or is an employee of Taylor Bean;

9) Rishi Thakur who was and/or is an employee of Taylor Bean; and

10) Delton DeArmis who was and/or an employee of Taylor Bean.

***** In the event that Taylor Bean is unable to produce any of the individuals set forth in items 5-8 and above, Deutsche Bank requests authorization to issue subpoenas for their examination by deposition.

<u>Requested Documents</u>: Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to produce the following documents in its possession:

1) All documents concerning authorization of transfers to and/or from the following bank

accounts:

a) Transfers to and/or from the following bank accounts in 2008 and/or 2009:

   i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;

   ii) Colonial Master Account, Account # 8026069362;

   iii) Clearing Account, Account # 8037152645;

   iv) Colonial Operating, Account # 8030377314;

   v) ITF Henley Holdings Account, Account # 8037244822;

   vi) Assignment of Trade Account;

   vii) Colonial Investor Funding, Account # 8026069354;

   viii) Account # 722347.2;

   ix) Account # 722493.15;

   x) Collateral Account maintained pursuant to the Security Agreement;

   xi) Ocala Collections Account, Account # 722493.4; and

   xii) All other Taylor Bean accounts maintained at Colonial.

b) Instructions and/or directions given to LaSalle by any entity concerning distributions from any and all accounts maintained by LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;

c) Reports concerning monthly loan servicing during the period April 2008 through the present;

d) Reports concerning loan level remittance reports and any related payments or advances paid;

e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;

f) The “Gatekeeper” and “Pipeline” reports and/or any drafts thereof;

g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

h) Copies of all Transfer Supplements created pursuant to MLPSA;

i) Records regarding the calculation of payments for the swaps;

j) Any collateral release forms, including Freddie Mac Form 996; and

k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

Requested Interrogatories: Deutsche Bank requests a court order pursuant to Rule 2004 directing Taylor Bean to identify the names and last known addresses of individuals with knowledge of the following:

1) Transfers to and/or from the following bank accounts in 2008 and/or 2009:

i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;

ii) Colonial Master Account, Account # 8026069362;

iii) Clearing Account, Account # 8037152645;

iv) Colonial Operating, Account # 8030377314;

v) ITF Henley Holdings Account, Account # 8037244822;

vi) Assignment of Trade Account;

vii) Colonial Investor Funding, Account # 8026069354;

viii) Account # 722347.2;

ix) Account # 722493.15;

x) Collateral Account maintained pursuant to the Security Agreement;

xi) Ocala Collections Account, Account # 722493.4; and

xii) All other Taylor Bean accounts maintained at Colonial.

b) Instructions and/or directions given to LaSalle by any entity concerning distributions

from any and all accounts maintained by LaSalle for the benefit of Deutsche Bank, Ocala, and/or any other entities;

c) Reports concerning monthly loan servicing during the period April 2008 through the present;

d) Reports concerning loan level remittance reports and any related payments or advances paid;

e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;

f) The "Gatekeeper" and "Pipeline" reports and/or any drafts thereof;

g) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

h) Copies of all Transfer Supplements created pursuant to the MLPSA;

i) Records regarding the calculation of payments for the swaps;

j) Any collateral release forms, including Freddie Mac Form 996; and

k) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

SCHEDULE B: THIRD PARTY RULE 2004 DISCOVERY

Requested Depositions: Deutsche Bank requests a court order pursuant to Rule 2004 authorizing Deutsche Bank to serve subpoenas for depositions on the following non-debtor corporations:

1) Paul Allen, former CEO of Taylor Bean;

2) Lee Farkas, former Chairman of Taylor Bean;

3) Desiree Brown, former Treasurer of Taylor Bean;

4) Stuart Scott, former Chief Operating Officer of Taylor Bean;

5) Ray Bowman, former President of Taylor Bean;

6) Brian Callahan, former Controller of Taylor Bean;

7) Chip Caldwell, former Freddie Mac employee who served as Taylor Bean representative;

8) A F.R.C.P. 30(b)(6) witness from Deloitte concerning its audit work performed for Taylor Bean in the years 2008 and 2009, including, but not limited to the March 31, 2009 audit;

9) A F.R.C.P. 30(b)(6) witness from the FDIC as receiver of Platinum Bank concerning the following topics:

a) Mortgage loans Platinum Bank purchased from Taylor Bean in the years 2008 and/or 2009; and

b) Accounts maintained by Taylor Bean at Platinum Bank.

10) A F.R.C.P. 30(b)(6) witness from Freddie Mac concerning the following topics:

a) Mortgage loans purchased by Freddie Mac from Taylor Bean or Ocala in the years 2008 and/or 2009;

b) Servicing advances paid to Freddie Mac by Taylor Bean in the years 2008 and/or 2009 and reimbursements by Freddie Mac to Taylor Bean in connection with same; and

c) Due diligence performed in connection with the Master Agreement between and among Freddie Mac and Taylor Bean relating to purchases of mortgage loans by Freddie Mac; and

d) Freddie Mac Form 996 relating to Ocala loans.

11) A F.R.C.P. 30(b)(6) witness from Navigant Consulting Inc. concerning forensic accounting, financial analysis and general consulting services performed at Taylor Bean in 2009;

12) A F.R.C.P. 30(b)(6) witness from FDIC as receiver of Colonial Bank concerning the following topics:

a) Mortgage loans purchased by Taylor Bean or Ocala;

b) Disciplinary action taken against any employees of Colonial Bank;

c) Transfers to and/or from the following bank accounts in 2008 and/or 2009:

i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;

ii) Colonial Master Account, Account # 8026069362;

iii) Clearing Account, Account # 8037152645;

iv) Colonial Operating, Account # 8030377314;

v) ITF Henley Holdings Account, Account # 8037244822;

vi) Assignment of Trade Account;

vii) Colonial Investor Funding, Account # 8026069354;

viii) Account # 722347.2;

ix) Account # 722493.15;

x) Collateral Account maintained pursuant to the Security Agreement;

xi) Ocala Collections Account, Account # 722493.4; and

xii) All other Taylor Bean accounts maintained at Colonial.

d) Reports concerning loan level remittance reports and any related payments or advances paid;

e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Colonial Bank and/or any other entity;

f) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

g) Any collateral release forms, including Freddie Mac Form 996; and

h) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

13) Rachelle Stanley, employee of Colonial Bank;

14) Teresa Kelly, employee of Colonial Bank;

15) Cathie Kissick, former employee of Colonial.

Requested Documents: Deutsche Bank also requests a court order pursuant to Rule 2004 authorizing Deutsche Bank to serve subpoenas for document requests on the following non-debtor corporations:

1) All documents in the possession of Deloitte concerning its audit work performed for Taylor Bean in the years 2008 and 2009, including, but not limited to the March 31, 2009 audit;

2) All documents in the possession of the FDIC as receiver of Platinum Bank concerning:

a) Mortgage loans Platinum Bank purchased from Taylor Bean in the years 2008 and/or 2009; and

b) Accounts maintained by Taylor Bean at Platinum Bank.

3) All documents in the possession of the FDIC as receiver of Colonial Bank concerning:

a) Funds and/or mortgage loans purchased by Taylor Bean or Ocala;

b) Disciplinary action taken against any employees of Colonial Bank;

c) Transfers to and/or from the following bank accounts in 2008 and/or 2009:

i) Freddie Mac Principal & Interest Custodial Account, Account ## 8027625410, 8037151506;

ii) Colonial Master Account, Account # 8026069362;

iii) Clearing Account, Account # 8037152645;

iv) Colonial Operating, Account # 8030377314;

v) ITF Henley Holdings Account, Account # 8037244822;

vi) Assignment of Trade Account;

vii) Colonial Investor Funding, Account # 8026069354;

viii) Account # 722347.2;

ix) Account # 722493.15;

x) Collateral Account maintained pursuant to the Security Agreement;

xi) Ocala Collections Account, Account # 722493.4; and

xii) All other Taylor Bean accounts maintained at Colonial.

d) Reports concerning loan level remittance reports and any related payments or advances paid;

e) Mortgage loans sold, transferred or otherwise disposed of by Taylor Bean to Platinum Bank, Colonial Bank, Bank of America, Wells Fargo, Freddie Mac and/or any other entity;

f) Bailment Letters (also known as Transmittal Letters) transmitted between LaSalle and Colonial from June 30, 2008 through the day prior to the Petition Date;

g) Any collateral release forms, including Freddie Mac Form 996; and

h) Servicing advances paid by Taylor Bean in the years 2008 and/or 2009 and reimbursements to Taylor Bean in connection with same.

4) All documents in the possession of Freddie Mac concerning:

a) Freddie Mac purchases of loans from Taylor Bean or Ocala;

b) Servicing advances paid by Freddie Mac to Taylor Bean in the years 2008 and/or 2009 and reimbursements by Freddie Mac to Taylor Bean in connection with same;

c) Due diligence performed in connection with the Master Agreement between and among Freddie Mac and Taylor Bean relating to purchases of mortgage loans by Taylor Bean; and

d) Freddie Mac Form 996 relating to Ocala loans.

5) All documents in the possession of Navigant Consulting Inc. concerning forensic accounting, financial analysis and general consulting services performed at Taylor Bean in 2009.