



James W. Carpenter, Esq.
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August 19, 2009

VIA FEDERAL EXPRESS, REGULAR U.S. MAIL and CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Taylor, Bean & Whitaker Mortgage Corp.
101 N.E. 2nd Street
Ocala, Florida 34470
Attn: Lee Farkas, Chairman and Secretary

Re: Line of Credit Demand Note dated August 31, 2005 in the original amount of \$9,000,000.00 ("LOC Note") from Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation ("Borrower") to RBC BANK (USA), successor by merger to FLORIDA CHOICE BANK ("Bank"), being secured in part by that certain Security Agreement dated August 31, 2005 as to certain collateral described therein and related UCC-1 registered with the Florida Secured Transactions Registry under File No. 200501018385 ("Security Agreement") and that certain Loan Agreement dated as of August 31, 2005, by and between Bank and Borrower and other related Loan Documents, as defined therein (collectively, the "Loan Agreement").

Dear Mr. Farkas:

Please be advised this law firm represents RBC BANK (USA), successor by merger to FLORIDA CHOICE BANK in regard to the above-referenced matter.

The Bank has become aware of the recent events surrounding the Borrower's business activities and its related suspension by the Federal Housing Administration from the Borrower from making loans insured by the FHA, in addition to other allegations related to specific persons with the Borrower having engaged in allegedly inappropriate activity. Based on these events, the Bank has concluded that there has been a significant and material adverse changes to the financial condition of the Borrower. This determination accordingly constitutes an Event of Default under the Loan Agreement and the LOC Note.

As a result of these events, on behalf of the Bank we hereby notify you that the credit facility reflected under the LOC Note has been closed. You are hereby directed to cease any efforts to gain access to or draw upon the credit facility or to take any other action designed to gain access to or draw upon the related line of credit reflected thereunder. The Bank further reserves the right to accrue interest under the LOC Note at the maximum "Default Rate" set forth in the LOC Note, and otherwise reserves all other rights afforded it under the LOC Note, Security Agreement and Loan Agreement, including without limitation the right to set-off any and all sums due it against any monies, accounts, securities or other property of any kind of Borrower, without demand or notice to Borrower.

Nothing in this letter or in the Bank's application of any subsequent sums is or shall be deemed to be a waiver, election or estoppel of any rights, applicable laws and in equity in connection with any default or any other default by the Borrower, and the Bank expressly reserves all such rights, remedies, defenses and objections, including with respect to any defaults now or hereafter in existence, whether known or

EXHIBIT "E"

unknown, to the Bank. Further, any omission in demanding a remedy currently available is in no circumstances a waiver or release of any remedy and cannot be relied upon by you as such. Further, any demand for interest in excess of that allowable under applicable law is unintentional, and, upon discovery, will be credited toward payment of principal due, or refunded, if payment in full is received.

Please be governed accordingly.

Sincerely yours,



JAMES W. CARPENTER
FOR THE FIRM

cc: RBC BANK (USA)
958 20th Place
Vero Beach, FL 32960
Attn. Dan Bockhorst
(Via Federal Express)