SETTLEMENT AGREEMENT

WHEREAS, TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("Taylor, Bean & Whitaker" or the "Corporation"), a corporation headquartered in Ocala, Florida with full knowledge of its rights to Notice and Hearing pursuant to the laws of: the States of Arizona, Florida, Georgia, Idaho, Illinois, Louisiana, Maryland, Mississippi, New Jersey, Vermont, North Carolina, the District of Columbia and the Commonwealths of Pennsylvania and Massachusetts (collectively the "States") and having waived those rights, consents to this agreement ("Settlement Agreement") with representatives of the Arizona Department of Financial Institutions; the District of Columbia Department of Insurance, Securities and Banking; the Florida Office of Financial Regulation; the Georgia Department of Banking and Finance; the Idaho Department of Finance; the Illinois Department of Financial Professional Regulation-Division of Banking; the Louisiana Office of Financial Institutions; the Maryland Office of Financial Regulation; the Massachusetts Division of Banks; the Mississippi Department of Banking and Consumer Finance; the New Jersey Department of Banking and Insurance; the North Carolina Office of the Commissioner of Banks; the Pennsylvania Department of Banking; and the Vermont Department of Banking, Insurance, Securities and Health Care Administration (hereafter the "State Mortgage Regulators") dated JUNE 22, 2009, solely for the purpose of resolving this matter in its entirety, and without admitting any allegations or implications of fact or the existence of any violation of laws, regulations, and rules governing the conduct and operation of the mortgage business in each of the States.

WHEREAS, the State Mortgage Regulators conducted a multi-state examination ("Multi-State Examination"), of Taylor, Bean & Whitaker in order to evaluate Taylor, Bean & Whitaker's compliance with applicable state laws, which included evaluation of Taylor, Bean &

Whitaker's underwriting standards, risk management practices, and other applicable laws, regulations, and rules governing the Corporation's mortgage business.

WHEREAS, the Multi-State Examination was limited to non-traditional mortgage products (as defined by the *Interagency Guidance on Nontraditional Mortgage Products Risks*) (hereinafter "Non-Traditional Mortgage Products") originated by Taylor, Bean, & Whitaker in 2006.

WHEREAS, each State Mortgage Regulator conducted the Multi-State Examination pursuant to its statutory authority, and certain of the States conducted parallel examinations of Taylor, Bean & Whitaker resulting in the issuance of State-Specific Reports of Examination to the Corporation.

WHEREAS, Taylor, Bean & Whitaker is licensed under the laws of the States.

WHEREAS, the confidential findings of the Multi-State Examination and related State-Specific Reports of Examination which were prepared by the State Mortgage Regulators and issued to Taylor, Bean & Whitaker, identified alleged compliance exceptions with applicable laws, regulations, and rules governing the mortgage business. The confidentiality of information relating to the report of examination by Florida's Office of Financial Regulation will be determined by Section 494.00125, Florida Statutes.

WHEREAS, on or about February 25, 2009, Taylor, Bean & Whitaker filed Responses to the findings and violations alleged in the Multi-State Report of Examination, as well as State-Specific Reports of Examination (collectively referred to as the "Report"), with the State Mortgage Regulators whereby the Corporation contested the concurrent findings and alleged compliance exceptions described in the Report.

WHEREAS, after negotiation and solely for the purpose of resolution of all compliance exceptions alleged by the State Mortgage Regulators and noted in the Report, which the parties now dispute and wish to resolve without protracted administrative proceedings and judicial review, Taylor, Bean & Whitaker hereby waives its right to the hearing process relative to this proceeding and affirms that the Corporation desires to participate in and support industry reform, and is willing to take action as set forth in this Settlement Agreement.

WHEREAS, Taylor, Bean & Whitaker consents to the adoption of this Settlement Agreement and the entry of a Final Order in any settling State where so required, and further agrees that it waives all rights to appeal any such Final Order entered consistent with the terms of this Settlement Agreement.

THE MULTI-STATE EXAMINATION ALLEGATIONS

WHEREAS, the State Mortgage Regulators allege Taylor, Bean & Whitaker has been the subject of certain compliance exceptions under each of the various States' mortgage brokerage or mortgage lending laws, which alleged exceptions may include those further described herein.

WHEREAS, the alleged compliance exceptions set forth in the Report were based on a targeted sampling of select closed loans, and address the underwriting standards and oversight of risk management practices in connection with Non-Traditional Mortgage Products in the time-frame considered in the examination process.

WHEREAS, the alleged compliance exceptions were disputed by Taylor, Bean & Whitaker in a Response dated January 25, 2009 and no exceptions relating to compliance with applicable law, regulations or rules were admitted by the Corporation.

WHEREAS, the Multi-State Examination and Report cited allegations related to Taylor, Bean & Whitaker's offering of Non-Traditional Mortgage Products to prospective borrowers, and compliance with the Corporation's investor guidelines.

WHEREAS, the Multi-State Examination and Report identified certain changes to underwriting standards, compliance and risk management practices that were alleged to be necessary to address the Corporation's business practices and underwriting system.

WHEREAS, the parties now seek to resolve by mutual agreement all alleged compliance exceptions identified during the Multi-State Examination and Report, to promote industry reform and to serve the interest of consumers who have financing through the Corporation.

NOW COME the parties in the above-captioned matter, the State Mortgage Regulators acting under their statutory authority and Taylor, Bean & Whitaker, and agree as follows:

1. Taylor, Bean & Whitaker shall comply with all laws and regulations applicable to conducting the mortgage business in each State. Such obligations shall include the following:

   (a) Within ninety (90) days of the effective date of this Settlement Agreement, Taylor, Bean & Whitaker shall submit to the State Mortgage Regulators identified in the Report, a written response that describes the revised policies and procedures to be adopted by Taylor, Bean & Whitaker to address (i) the alleged compliance exceptions relating to Non-Traditional Mortgage Products as set forth in the Report and (ii) the provisions of this Settlement Agreement.

2. Within ninety (90) days of the effective date of this Settlement Agreement, Taylor, Bean & Whitaker agrees to submit to the State Mortgage Regulators a revised, written compliance program ("Compliance Program") designed to maintain compliance by Taylor, Bean

& Whitaker with applicable laws, regulations, and rules governing the conduct and operation of its mortgage business in each of the States. The Compliance Program shall:

(a) Include a written description of the revised policies and procedures to be adopted by Taylor, Bean & Whitaker to address (i) the alleged compliance exceptions relating to Non-Traditional Mortgage Products as set forth in the Multi-State Examination and Report and (ii) the provisions of this Settlement Agreement;

(b) Provide for a review process to assess the compliance of Taylor, Bean & Whitaker, and all applicable employees, staff, and independent contractors who operate on behalf of the Corporation with (i) the statutes, regulations, rules, and other relevant provisions of law applicable to those engaged in the mortgage business in each State and (ii) the provisions of this Settlement Agreement;

(c) Provide for the review of mortgage loans submitted multiple times through automated underwriting programs, in order to prevent and detect instances in which information, including, but not limited to income, reserves and/or expenses may be altered during each submission in an effort to qualify applicants for loans;

(d) Ensure that the Taylor, Bean & Whitaker Compliance Program is managed by qualified managers who shall have responsibility for all consumer compliance and related matters, including, but not limited to, monitoring the Corporation's compliance and ensuring that corrective action is taken to address all alleged compliance exceptions relating to

Non-Traditional Mortgage Products identified in the Multi-State Examination and/or set forth in the Report;

(e) Provide for adequate training to applicable staff persons, conducted by qualified and trained personnel, which includes, but is not limited to, proper instruction, adequate supervision and ongoing training to ensure proper implementation and execution of the revised policies and procedures implemented pursuant to this Settlement Agreement;

(f) Ensure that detailed background checks for all Taylor, Bean & Whitaker employees and third-parties, such as mortgage brokers, are conducted periodically and in accordance with applicable statutory and regulatory requirements and industry standards;

(g) Ensure that Taylor, Bean & Whitaker and its third-party vendors comply with the Home Valuation Code of Conduct;

(h) Ensure that the Compliance Program addresses the placement of loan applications; application completion procedures; verification and due diligence procedures; internal policies and quality control procedures; books and record retention procedures; privacy policies and practices; and compliance with applicable laws, regulations, and rules governing the mortgage business; and

(i) Identify the type and number of senior management and officer personnel necessary to manage adequately and supervise properly the Corporation's mortgage business activity and the Compliance Program; ensure that each individual identified possesses the ability, experience, and other qualifications necessary to perform competently present and anticipated

duties, to follow and enforce the Corporation's revised policies and procedures and Compliance Program adopted pursuant to this Settlement Agreement; and confirm the level of staffing needed to conduct competently the Corporation's operations affecting the States' consumers.

3. Within thirty (30) days of the receipt of the revised written Compliance Program, as detailed in Paragraph 2(a)-(i) of this Settlement Agreement, the State Mortgage Regulators may unanimously reject the proposed policies and procedures as set forth in the Compliance Program and provide the Corporation with one coordinated response setting a new timeframe for the submission of a revised Compliance Program.

4. Within ninety (90) days of the effective date of this Settlement Agreement, Taylor, Bean & Whitaker shall engage an independent loan review firm ("Loan Review Firm") to conduct a review of certain Non-Traditional Mortgage Products and loan applications processed by Taylor, Bean & Whitaker from January 1, 2006 through the date that the Loan Review Firm commences its review. The Loan Review Firm's engagement letter shall establish a reasonable and mutually acceptable sampling procedure which will be applied to complete the application review for the referenced Non-Traditional Mortgage Products and review period. Taylor, Bean & Whitaker shall first submit the proposed engagement and sampling procedure to the State Mortgage Regulators. If, after ten (10) days, the State Mortgage Regulators do not raise objection, then the Corporation shall execute the engagement. The firm previously retained by Taylor, Bean & Whitaker as identified in the Report shall not be eligible to be retained as the Loan Review Firm for purposes of this Settlement Agreement. The Loan Review Firm's review shall commence within one hundred and twenty (120) days of the effective date of this Settlement Agreement.

(a) The scope of the Firm's review will assess compliance with the following state or federal law requirements: (i) state licensure of the loan officer, broker, and lender involved in the transaction; (ii) federal HOEPA and state high-cost home loan or predatory lending laws; (iii) state laws related to the charging of origination charges, discount points, and third-party fees, including any limitation of miscellaneous fees charged; (iv) state laws regarding the imposition of prepayment penalties; and (v) requirements of RESPA and TILA regarding the timing and accuracy of initial and final disclosures and that initial disclosures bore a reasonable relationship to the final terms of the borrower's loan;

(b) Subject to the State Mortgage Regulators' written approval, the sampling procedure will, at a minimum, ensure that the Loan Review Firm selects an approximate 10% sample of Non-Traditional Mortgage Products and transactions from each of the States for the relevant review period. It being understood and agreed that in the event that the Loan Review Firm discovers substantial compliance exceptions that impact upon charges incurred by consumers under applicable laws, regulations, or rules, such State sample shall be expanded and the review continued to address such compliance exceptions; and

(c) The Corporation shall retain all Non-Traditional Mortgage Product loan documents relating to its 2006 and 2007 book of business occurring in the States for a minimum of three (3) years from the effective date of this Settlement Agreement.

5. The Loan Review Firm shall prepare and submit to each State Mortgage Regulator a written report detailing the Loan Review Firm's findings ("Loan Review Report") within one hundred and eighty (180) days of the effective date of this Settlement Agreement. The State Mortgage Regulators shall treat each Loan Review Report as examination-related material.

6. In consideration of the alleged compliance exceptions identified during the Multi-State Examination and Report, Taylor, Bean & Whitaker further agrees to the following additional settlement terms:

(a) For purposes of loans in the Taylor, Bean & Whitaker portfolio, the Corporation shall establish, implement and maintain a loan modification program in conformance to that released by the United States Department of the Treasury ("Treasury"). The programs otherwise known as the "Making Home Affordable Program" and the "The Home Affordable Refinance Program" shall collectively be referred to as the "Making Home Affordable Program."

7. Taylor, Bean & Whitaker shall provide to the State Mortgage Regulators a quarterly report, including an accounting of the dollar amount of the funds used for each quarter for the Making Home Affordable Program and data analysis detailing the impact of the loan modification program in a format that is reasonably acceptable to the State Mortgage Regulators. The mortgage loans to be modified shall be those that were previously originated by Taylor, Bean & Whitaker through the Corporation's retail business directly or indirectly by Taylor, Bean & Whitaker or through brokers in their wholesale lending channels. The identified mortgage loans shall currently be serviced by Taylor, Bean & Whitaker, owned in, or held for investment in the Corporation's portfolio. Taylor, Bean & Whitaker shall use reasonable efforts to remove all prohibitions or impediments to its authority, and use reasonable efforts to obtain all third-party consents and waivers that are required, by contract or law, in order to effectuate any

modification. In the event that a third-party consent is not attainable, Taylor, Bean & Whitaker shall have no duty to comply with the provisions of this paragraph.

8. In consideration for this settlement, Taylor, Bean & Whitaker shall contribute four million five hundred thousand dollars ($4,500,000) to the Nationwide Mortgage Licensing System ("NMLS") to be directed to the maintenance of NMLS; and

9. Taylor, Bean & Whitaker shall also remit four million five hundred thousand dollars ($4,500,000) in full and complete settlement and resolution of all compliance exceptions alleged in the Multi-State Examination and Report, including the State-Specific Reports of Examination as set forth in the Report, as well as all other claims, violations, and or issues addressed in, arising out of, or relating to the Multi-State Examination and Report. The Corporation's settlement consideration shall be apportioned among the States in equal shares.

10. Taylor, Bean & Whitaker has complied with the regulatory requirements imposed by each individual State Mortgage Regulator pursuant to the Multi-State Examination and Report. Any further regulatory action relative to the Multi-State Examination shall be limited to the payment of any further refunds to consumers sought by the State Mortgage Regulators as a result of the loan review process described in Paragraph 4 of this Settlement Agreement.

11. On the thirtieth (30^{th}) day after the end of each calendar quarter following the date of this Settlement Agreement, beginning with the calendar quarter ending September 30, 2009, Taylor, Bean & Whitaker shall furnish written progress reports to the State Mortgage Regulators detailing the form, content, and manner of any actions taken to address this Settlement Agreement. The written progress reports shall further describe any initiatives implemented by the Corporation during the preceding calendar quarter to improve the Corporation's practices in the area of consumer compliance and the results thereof.

12. The reporting requirements contained in this Settlement Agreement shall remain in effect and shall not be amended or rescinded without prior written modification, termination, or suspension of the applicable provisions of this Settlement Agreement from the State Mortgage Regulators. The parties agree that there will be a review conducted for purposes of lifting the above reporting requirements after twelve (12) months following the execution of the Settlement Agreement.

GENERAL PROVISIONS

13. This Settlement Agreement shall become effective immediately upon the date of its execution by all parties.

14. The provisions of this Settlement Agreement shall be binding upon Taylor, Bean & Whitaker and its officers and directors, and their successors or assigns.

15. In no event shall this Settlement Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements, or proceedings related to it be construed as, offered as, received as, used as, or deemed to be evidence of any kind in any action or proceeding, except in a proceeding to enforce the terms of this agreement. Without limiting the foregoing, neither this Settlement Agreement or any related negotiations, statements, or proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence, or any admission of liability of wrongdoing or breach of any duty on the part of any party, or as a waiver by any party of any applicable defense. None of the parties hereto waives or intends to waive any applicable attorney-client privilege or work product protection, confidentiality or any other protection applicable to any negotiations, statements, production of records or information, or proceedings relative to this Settlement Agreement. This provision shall survive termination of this agreement.

16. Material non-compliance and failure to comply with the terms of this Settlement Agreement, subject to written notice and a thirty (30) day period and opportunity to cure material non-compliance, shall constitute grounds for Taylor, Bean & Whitaker's license denial, suspension, and/or revocation pursuant to applicable provisions of the statutory provisions of each State Mortgage Regulator.

17. Taylor, Bean & Whitaker knowingly and voluntarily waives its rights to appeal this Settlement Agreement and any Final Order-in any settling State where so required, provided any such State action and Order is consistent with the terms hereof.

18. All Notices and reporting requirements detailed in the provisions of this Settlement Agreement shall be forwarded to the State Mortgage Regulators.

19. The provisions of this Settlement Agreement shall become public upon the effective date hereof.

20. The provisions of this Settlement Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this agreement shall have been modified, terminated, suspended, or set aside by the State Mortgage Regulators collectively, or upon an order of a court of competent jurisdiction.

21. The provisions of this Settlement Agreement shall be enforceable by any of the States individually in a court of competent jurisdiction within that State. The Corporation shall enjoy the same right to enforce the terms of this Settlement Agreement.

22. This Settlement Agreement is the complete document representing the complete resolution of this disputed matter and all alleged compliance exceptions noted in the Multi-State Examination and Report. It is the express purpose and intention of the parties' agreement that Taylor, Bean & Whitaker not be subject to any related examination or enforcement, claims or actions arising out of the alleged findings and compliance exceptions as set forth in the Multi-

State Examination and Report. Further, the release given herein to Taylor, Bean & Whitaker by the State Mortgage Regulators is specific to the compliance exceptions noted in the Multi-State Examination and Report, excepting only the matter of any potential refunds that may be sought by the State Mortgage Regulators on behalf of consumers as a result of the loan review process described above in Paragraph 4 of this Settlement Agreement.

23. The parties agree, however, that the State Mortgage Regulators may commence new examinations of Taylor, Bean & Whitaker for periods involving loans or mortgage lending conduct falling outside the scope, issues, or time period covered by both the Multi-State Examination and Report, with all rights, claims, or defenses being expressly reserved by the State Mortgage Regulators and Taylor, Bean & Whitaker. There are no other agreements, promises, representations, or warranties other than those set forth in this Settlement Agreement.

24. This Settlement Agreement may be executed in separate counterparts and each signatory below represents that they have the authority to enter into this agreement on behalf of their indicated party and/or State.

Dated at Ocala, Florida, this 19TH **day of** JUNE **, 2009.**

SIGNATORY ON BEHALF OF TAYLOR, BEAN AND WHITAKER MORTGAGE CORP

By: _____

Paul Allen
Chief Executive Officer

SIGNATORY FOR EACH STATE MORTGAGE REGULATOR:

Felecia A. Rotellini, Superintendent of Financial Institutions
Arizona Department of Financial Institutions

Thomas E. Hampton, Commissioner
The District of Columbia Department of Insurance, Securities and Banking

Terence M. Straub, Director, Division of Finance
Florida Office of Financial Regulation

Rob Braswell, Commissioner
Georgia Department of Banking and Finance

Gavin M. Gee, Director of Finance
Idaho Department of Finance

Jorge A. Solis, Director, Division of Banking
Illinois Department of Financial and Professional Regulation-Division of Banking

John P. Ducrest, Commissioner
Louisiana Office of Financial Institutions

Sarah Bloom Raskin, Commissioner
Maryland Office of Financial Regulation

Steven L. Antonakes, Commissioner of Banks
Massachusetts Division of Banks

John S. Allison, Commissioner
Mississippi Department of Banking and Consumer Finance

Steven M. Goldman, Commissioner
New Jersey Department of Banking and Insurance

Mark Pearce, Deputy Commissioner of Banks
North Carolina Office of the Commissioner of Banks

Steven Kaplan, Secretary of Banking
Pennsylvania Department of Banking

Paulette Thabault, Commissioner
Vermont Department of Banking, Insurance, Securities and Health Care Administration