


UNITED STATES BANKRUPTCY COURT		Middle District of Florida	PROOF OF CLAIM
Name of Debtor: Taylor, Bean & Whitaker Mortgage Corp.		Case Number: 3:09-bk-07047-JAF	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Canon Financial Services, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notices should be sent: Scot H. Marcus, Esquire (Scott H. Marcus & Associates) 121 Johnson Road, Turnersville, New Jersey 08012 Telephone number: (856) 227-0800			
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> FILED JACKSONVILLE, FLORIDA OCT 13 2009 CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA </div>			
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>35,040.35</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>Equipment Lease</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Equipment</u> Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim: _____ if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>35,040.35</u> Amount Unsecured: \$ _____		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CLAIM FILED JACKSONVILLE, FLORIDA OCT 15 2009 CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA </div>	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
Date: <u>10/9/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Scott H. Marcus, Esquire, as counsel to Canon Financial Services, Inc.		FOR COURT USE ONLY T, B & W Mortgage Corp.  00153	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Canon

Canon Financial Services, Inc. ("CFS")
Remittance Address: P.O. Box 4004
Carol Stream, Illinois 60197-4004 (800) 220-0200

FAXABLE LEASE AGREEMENT

Single Sided Agreement for Transactions Under \$75,000
CFS-1122 (06/07)

NAME (COMPANY LEGAL NAME) **Taylor Bean And Whitaker Mortgage Corp** DBA **(Customer)**
PHONE **206-595-6788**

BILLING ADDRESS **2825 Colby Ave Ste 305** CITY **EVERETT** COUNTY **Snohomish** STATE **WA** ZIP **98201**

EQUIPMENT ADDRESS **2825 Colby Ave Suite 305** CITY **Everett** COUNTY **Snohomish** STATE **WA** ZIP **98201**

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
1	MNW01469	IRC2880i	60	189.00

First and Last Payment	Security Deposit	Total Due at Signing	Term	End of Term Purchase Option	Payment Frequency
\$ 0.00 + \$ 0.00 = \$ 0.00			60 (in months)	<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> 10% <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Other

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check.
THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.
By: **[Signature]** Title: **DSR** Date: **1/7/08**
AUTHORIZED CUSTOMER SIGNATURE
By: **[Signature]** Title: **President**
Printed Name: **KICK LABEY**
Tax ID#: **89-3669391** if proprietor, DOB:

To: Canon Financial Services, Inc. ("CFS")
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
Signature: _____ Printed Name: _____
Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$85 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
2. **NAME: OFFICES:** Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
3. **WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.**
4. **MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.

5. **DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
6. **ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
7. **PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase the Equipment at the purchase option price indicated herein plus any Costs. **(B) PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for DWS.
8. **RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
9. **MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, otherwise this Agreement embodies the entire agreement.
10. **UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantees to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.
Printed Name: _____ Signature: _____ (No Title) Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: _____ (No Title) Date: _____
Address: _____ Phone: _____

CFS-1122 (06/07)

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN AND WHITAKER MORTGAGE CORP Statement Date: 9/24/2009
Contract Number: 001-0337220-001 Default Date: 08/10/2009


Remaining L/R Balance (discounted to the present value of 6%) \$6,936.77

Purchase Option Price (per Agreement) \$3,278.57

Fair Market Value

Sales/Use Tax	\$939.81
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$73.53
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$56.70
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$6.75
Subtotal	<hr/> \$11,292.13
PLUS - Legal Fees	2,823.03
PLUS - Service Tax for Legal Fees	259.72
Total Due and Owing	<hr/> <hr/> \$14,374.89

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon

Canon Financial Services, Inc. (CFS)

Remittance Address: P.O. Box 4004

Card Stream, Illinois 60197-4004 (800) 220-0200

NAME (COMPANY LEGAL NAME)

TAYLOR BEAN & WHITAKER MORTGAGE CORP.

FAXABLE LEASE AGREEMENTSingle Sided Agreement for Transactions Under \$75,000
CFS-1122 (03/03)AGREEMENT
NUMBER

PHONE

208-458-1345

425-551-1614

BILLING ADDRESS

11820 NORTHRUP WAY STE 200 BELLEVUE

CITY

COUNTY

STATE

ZIP

EQUIPMENT ADDRESS

2825 Colby Ave Ste 305 Everett

CITY

COUNTY

STATE

ZIP

SNOWHOMISH

STATE

ZIP

WA

98201

EQUIPMENT INFORMATION

NUMBER AND AMOUNT OF PAYMENTS

QUANTITY	SERIAL NUMBER	MAKE/MODEL/DESCRIPTION	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
1	TXP 00050	CANON IR 3380	36	\$188.00 + tax

First and Last Payment	Security Deposit	Total Due at Signing	Term	End of Term Purchase Option	Payment Frequency
\$ N/A	\$ N/A	\$ N/A	36 (in months)	<input checked="" type="checkbox"/> Fair Market Value \$1.00 10% <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Other

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall remain in effect until this Agreement expires, unless revoked in writing.

ACH ☐ YES ☒ NO

If Yes, enter information in boxes below: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNATURE BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATURES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

Dr. *John R. Kuehling* Date: 5/8/08

AUTHORIZED CUSTOMER SIGNATURE

By: *Mark Farley* Date: 5/8/08

Printed Name: MARK FARLEY

Tax ID#: 59-366 9391

To: Canon Financial Services, Inc. (CFS)

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement.

Signature: _____ Date: _____

Title (if any): _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as implied by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without setoff or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$65 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively "Costs") CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly reimburse such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
- 2. MAINTENANCE:** Customer's legal name (as set forth in its constituent documents), its set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
- 3. WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.
- 4. MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall at Customer's expense supply and install replacement parts and accessories when required to maintain the Equipment. Any such charges or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
- 5. DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"); (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing a bill of sale, (ii) may elect to vary the time and the place, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
- 6. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR FLEECHE THIS AGREEMENT NOR SHALL CUSTOMER SUE OR LEASE ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses or setoffs that Customer may have against CFS.
- 7. PURCHASE OPTION:** (A) **END OF TERM PURCHASE OPTION.** At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) **PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- 8. RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
- 9. MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW, ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile copy of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claims for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, otherwise this Agreement supersedes the entire agreement.
- 10. UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

PERSONAL GUARANTEE

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTEE. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: N/A Signature: N/A (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: N/A Signature: N/A (No Title) Date: _____

Address: _____ Phone: _____

CFS-1122 (03/03)

0001000

05/07/2008 WED 14:50 FAX 4252586806 Canon

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN AND WHITAKER MORTGAGE CORP Statement Date: 9/24/2009
Contract Number: 001-0337220-002 Default Date: 08/10/2009

Remaining L/R Balance (discounted to the present value of 6%) \$4,174.31

Purchase Option Price (per Agreement) \$3,159.57

Fair Market Value

Sales/Use Tax \$674.72

Property Tax \$0.00

Collection Fees \$0.00

NSF Fees \$0.00

Insurance Fees \$57.63

Documentation Fees \$0.00

Miscellaneous Dealer Payable \$0.00

Miscellaneous - Other \$0.00

Late Charges \$59.40

LESS - Security Deposit \$0.00

Miscellaneous SALES TAX \$5.31

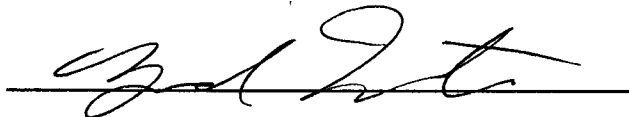
Subtotal \$8,130.93

PLUS - Legal Fees 2,032.73

PLUS - Service Tax for Legal Fees 187.01

Total Due and Owing \$10,350.68

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



04/24/2008 12:01 FAX

001/008

Canon

Canon Financial Services, Inc. (CFS)
 Remittance Address: P.O. Box 4004
 Carol Stream, Illinois 60197-4004 (800) 229-0200
 NAME (COMPANY LEGAL NAME)

LEASE AGREEMENT

Single Direct Agreement for Transactions Under \$50,000
 CFS-1122 (CWS)

TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION

(Customer)

BILLING ADDRESS
315 NE 14 ST.CITY
OCALACOUNTY
MARION

EQUIPMENT ADDRESS

Same

CITY

COUNTY

AGREEMENT
NUMBER

1-142083-4

PHONE

352-351-1109

STATE

FL

ZIP

34470

STATE

ZIP

EQUIPMENT INFORMATION**NUMBER AND AMOUNT OF PAYMENTS**

QUANTITY	SERIAL NUMBER	MAKE/MODEL/DESCRIPTION	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
ONE	CFC 022 881	TOSHIBA 431C /RADF/	48 MTHS.	\$297.66
		PAPER FEED PEDESTAL/		
		FAX BD. FINISHER		

First and Last Payment \$ 0.00	Security Deposit + \$ 0.00	Total Due at Signing = \$ 0.00	Term 48	End of Term Purchase Option <input checked="" type="checkbox"/> Fair Market Value L 5.00 L 10% <input type="checkbox"/> Other	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Other
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Authorized Closing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO ☐ ☐

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNATURE BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By:

Title:

DSR

Date:

5-7-08

AUTHORIZED CUSTOMER SIGNATURE

By:

Coda & Robert Sokol

Printed Name:

Yes I do

If proprietor, DOB:

To: Canon Financial Services, Inc. (CFS)

ACCEPTANCE CERTIFICATE

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature:

Printed Name:

Title (if any):

TERMS AND CONDITIONS

- 1. AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoked by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not within ten (10) days after delivery of the Equipment delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically invoking this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, except as provided herein. The Equipment is to be used for the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the Supplier's estimate on which such amounts were based. Customer (a) shall pay a 5% transportation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the payments of the Customer's performance or non-performance hereunder and shall reimburse CFS for the costs plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
- 2. NAME:** OFFICES: Customer's legal name (as set forth in its constituent documents), in its true and correct form. Customer will change its legal name, location of its chief executive office or corporate structure (including the jurisdiction of organization) without 30 days prior written notice to CFS. Upon request, Customer will deliver same-related constituent documents to CFS.
- 3. WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER OF THE EQUIPMENT, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS disavows such warranty, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to vary or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.
- 4. MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) own the entire risk of any loss, theft of, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may force the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
- 5. DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPECTED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after giving it or not, (ii) may discount warranties of title and the title, and (iii) may comply with applicable law, and whose actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
- 6. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUE OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and bond as that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
- 7. PURCHASE OPTION:** (A) **END OF TERM PURCHASE OPTION:** At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1,000) that it will purchase all the Equipment at the purchase price plus indicated hold-in plus any Costs. (B) **PRIOR TO MATURITY PURCHASE:** Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all scheduled Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- 8. RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
- 9. MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL. IN ANY SUCH PROCEEDINGS, CFS may accept a facsimile copy of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may invent making or contact other information otherwise this Agreement embodies the entire agreement.
- 10. UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE HEREOF. If this Agreement is determined not to be a true lease, Customer agrees CFS a security interest in the Equipment.

PERSONAL GUARANTEE

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantees to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTIONS ABOVE SHALL APPLY TO THIS PERSONAL GUARANTEE. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ (No Title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (No Title) Date: _____
 Address: _____ Phone: _____

CFS-1122 (6/06)

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN & WHITAKER MORTGAGE CORPOR/Statement Date: 8/28/2009
Contract Number: 001-0142083-004 Default Date: 08/20/2009

Remaining L/R Balance (discounted to the present value of 6%) \$9,332.10

Purchase Option Price (per Agreement) \$5,332.50

Fair Market Value

Sales/Use Tax \$953.20

Property Tax \$0.00

Collection Fees \$0.00

NSF Fees \$0.00

Insurance Fees \$0.00

Documentation Fees \$0.00

Miscellaneous Dealer Payable \$0.00

Miscellaneous - Other \$0.00

Late Charges \$0.00

LESS - Security Deposit \$0.00

Miscellaneous SALES TAX \$0.00

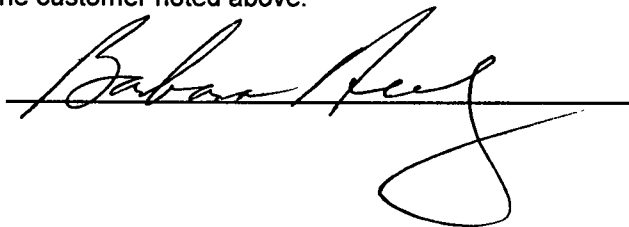
Subtotal \$15,617.79

PLUS - Legal Fees 3,904.45

PLUS - Service Tax for Legal Fees 253.79

Total Due and Owing \$19,776.03

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon

Canon Financial Services, Inc. (CFS)
Remittance Address: P.O. Box 4004
Carol Stream, Illinois 60197-4004 (800) 220-0200

FAXABLE LEASE AGREEMENT

Single Sided Agreement for Transactions Under \$75,000
CFS-1122 (06/07)

AGREEMENT NUMBER **F142083-5**

NAME (COMPANY LEGAL NAME) **TAYLOR BEAN & WHITAKER MORTGAGE CORP.** DBA **DBA** PHONE (Customer) **352-351-1109**

BILLING ADDRESS CITY COUNTY STATE ZIP
315 NE 14 TH. ST. Ocala Marion FL 34470

EQUIPMENT ADDRESS CITY COUNTY STATE ZIP
SAME SAME SAME SAME

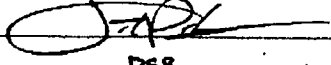
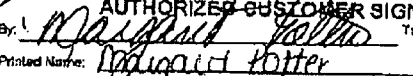
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
ONE	MEP00865	CANON IRC51851 / FINISHER W-1/PAPER PEDESTAL Z-2 SHOW ROOM	60	\$885.00
ONE	MEP04509	CANON IRC51851 / FINISHER W-1 / PAPER FEED PEDESTAL Z-2 NEW		

First and Last Payment: **\$ NONE** Security Deposit: **\$ NONE** Total Due at Signing: **\$ NONE** Term: **60** (in month(s))
End of Term Purchase Option: ☒ Fair Market Value ☐ \$1.00 ☐ 10% Payment Frequency: ☒ Monthly ☐ Quarterly ☐ Semi-annual ☐ Other

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check. THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.
By:  Title: **DGR** Date: **5-27-08**
AUTHORIZED CUSTOMER SIGNATURE
By:  Title: **Px. Margaret Potter**
Printed Name: **Margaret Potter** Tax ID# _____ If proprietor, DOB: _____

TO: Canon Financial Services, Inc. (CFS)
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.
Signature: _____ Printed Name: _____
Title (if any): _____ Date: _____

TERMS AND CONDITIONS
1. AGREEMENT: Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$69 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
2. NAME, OFFICES: Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.
4. MAINTENANCE; ALTERATIONS; LOSS: Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
5. DEFAULT: If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing a notice, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount recovered shall be deemed reasonable.
6. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUELY OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
7. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment of the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchased the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS-WHERE-IS" without warranty, except for title.
8. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminated in good operating condition at Customer's sole cost and expense to a location specified by CFS.
9. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may inherit missing or correct other information, otherwise this Agreement embodies the entire agreement.
10. UCC: Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

PERSONAL GUARANTY
The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.
Printed Name: _____ Signature: _____ (No Title) Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: _____ (No Title) Date: _____
Address: _____ Phone: _____

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN & WHITAKER MORTGAGE CORPOR Statement Date: 8/28/2009
Contract Number: 001-0142083-005 Default Date: 08/20/2009

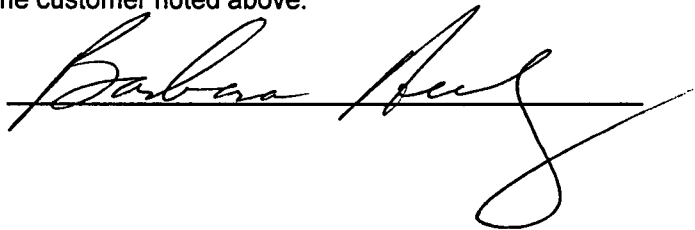
Remaining L/R Balance (discounted to the present value of 6%) \$36,468.37

Purchase Option Price (per Agreement) \$19,687.50

Fair Market Value

Sales/Use Tax	\$3,650.13
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<hr/> \$59,806.00
PLUS - Legal Fees	14,951.50
PLUS - Service Tax for Legal Fees	971.85
Total Due and Owing	<hr/> <hr/> \$75,729.35

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN & WHITAKER MORTGAGE CORP/Statement Date: 8/28/2009
Contract Number: 001-0142083-006 Default Date: 08/20/2009

Remaining L/R Balance (discounted to the present value of 6%)	\$11,524.00
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Purchase Option Price (per Agreement)	\$5,913.88
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Fair Market Value

Sales/Use Tax	\$871.89
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Property Tax	\$0.00
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Property Tax	\$0.00
Collection Fees	\$0.00

NSF Fees	\$0.00
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Insurance Fees	\$0.00
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Insurance Fees	
Documentation Fees	\$0.00

Miscellaneous Dealer Payable	\$0.00
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Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00

Miscellaneous - Other	\$0.00
Late Charges	\$0.00

Late Charges	\$0.00
LESS: Security Deposit	\$0.00

LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00

Miscellaneous SALES TAX	\$0.00
Subtotal	

Subtotal	\$18,309.78
PLUS: Legal Fees	1,577.11

PLUS - Legal Fees	4,577.44
PLUS - Service Tax for Legal Fees	228.87

LESS - Service Tax for Legal Fees 220.07

Total Due and Owing	\$23,116.10
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I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.

Barbara Neely

003/018

Canon Financial Services, Inc. (CFS)
Remittance Address: P.O. Box 4004
Card Stream, Inc. 80187-4004 (800) 220-0200
NAME (COMPANY LEGAL NAME)

Single Sided Agreement for Transactions Under \$50,000
(FS-1172 (JAN))

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check.
 THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELLABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION
 REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC. By: <u>[Signature]</u> Title: <u>DSR</u> Date: <u>5-29-08</u>		AUTHORIZED CUSTOMER SIGNATURE By: <u>[Signature]</u> Title: <u>[Signature]</u> Printed Name: <u>JAMES HART POTTER</u> Tax ID#: _____ If proprietor, DOB: _____	
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Tax: Canon Financial Services, Inc. (CFSI)
 The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is in all respects satisfactory to the Customer, and (d) the Equipment is lawfully accepted by the Customer for all purposes under the Agreement.

Signature: _____
 Title (if any): _____ Printed Name: _____
 Date: _____

TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. AGREEMENT: Customer leases here CFS as the equipment described above (the "Equipment") Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and shall accept the terms permitted hereunder as involved by CFS ("Payments"). A late payment (one of the greater of 10% of the amount or \$10) will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall be deemed to have irrevocably accepted this Agreement, unless acceptance or return of the Equipment to CFS prior to the end of the term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer shall return CFS to receive the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay CFS documentation fee and (b) agree to pay any applicable taxes (including personal property tax, sales tax, changes and fees imposed upon CFS or Customer with respect to the Equipment, the Payment or the Customer's performance or non-performance) (excluding but not limited to CFS nor Depositor or "Advance Payments" (other than interest unless required by law) to any amount). In default and Customer obligated to CFS, the lessor shall be deemed to be in default. Security Deposits and Advances shall not be returned to Customer (see forth in this document), is as set forth in the signature (including the jurisdiction of organization) within 30 days after written notice to CFS. Upon request, Customer will deliver non-confidential documents to CFS.

DEFAULT: If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) use Customer for or pass due Payments, ALL PAYMENTS TO BE MADE IN THE UNEXPURED Term, the Purchase Option amount and both above and any other Costs for satisfaction of the Remaining Lease Balance; (b) repossess the Equipment and (c) recover any deficiency. CFS (b) may sell the Equipment after preparing it in a "as is" condition without warranty of title and the like, and (c) may comply with applicable laws, and these actions shall be deemed to be completely reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and we will have to perform all of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or actions that Customer may have against CFS.

7. **PURCHASE OPTION (A) END OF TERM PURCHASE OPTION** At the end of any term Customer shall give CRS 60 days prior invoiceable written notice (unless the Purchase Option is 15.00) that it will purchase at the current or the purchase option price indicated herein plus any Costs. (B) **PRIOR TO MATURITY PURCHASE** Customer may, at any time, upon 60 days invoiceable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Net Market Value of the Equipment. "Net Market Value" shall be CRS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchase price shall be "AS-IS WHERE-IS" without warranty, except for title.

8. **RENEWAL/ RETURN:** This Agreement shall be automatically renewed under the same terms and conditions for a month to month basis if Customer fails to give CRS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement is automatically renewed or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good working condition of Customer's sole cost and expense to a location specified by CRS.

9. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER ON THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS agrees to reimburse CFS for its defense and acceptance expenses as an attorney. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury sustained by the Equipment, both before and after termination of this Agreement. CFS shall incur missing or carried out information, otherwise this Agreement terminates the entire agreement.

14. LOAN CUSTOMER AGREES CFS IS TO FILE ANY FORM OF FINANCING OR COMMERCIAL ACCREDITATION AND "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF MORTGAGE THEREOF. If this Agreement is determined not to be a true lease, CUSTOMER agrees CFS is a security interest in this Equipment.

PERSONAL GUARANTY

PERSONAL GUARANTY
The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 8 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.
Printed Name: _____ Signature: _____
Address: _____

Address: _____ Signature: _____ (No Title) Date: _____
 Printed Name: _____ Phone: _____
 Address: _____ Signature: _____ (No Title) Date: _____

CP#-1122 (08/05)

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN & WHITAKER MORTGAGE CORPOR Statement Date: 8/28/2009
Contract Number: 001-0142083-007 Default Date: 08/20/2009

Remaining L/R Balance (discounted to the present value of 6%) \$11,524.00

Purchase Option Price (per Agreement) \$5,913.88

Fair Market Value

Sales/Use Tax \$1,177.06

Property Tax \$0.00

Collection Fees \$0.00

NSF Fees \$0.00

Insurance Fees \$0.00

Documentation Fees \$0.00

Miscellaneous Dealer Payable \$0.00

Miscellaneous - Other \$0.00

Late Charges \$0.00

LESS - Security Deposit \$0.00

Miscellaneous SALES TAX \$0.00

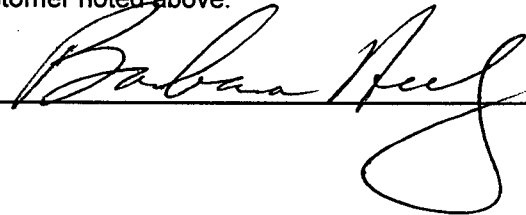
Subtotal \$18,614.94

PLUS - Legal Fees 4,653.74

PLUS - Service Tax for Legal Fees 314.13

Total Due and Owing \$23,582.80

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



SCOTT H. MARCUS & ASSOCIATES

Scott H. Marcus, Esquire

121 Johnson Road

Turnersville, NJ 08012

(856) 227-0800

Attorney for Creditor, Canon Financial Services, Inc.

IN RE:	:	UNITED STATES BANKRUPTCY COURT OF
	:	THE MIDDLE DISTRICT OF FLORIDA
TAYLOR, BEAM & WHITAKER	:	
MORTGAGE CORP.	:	CASE NO. 09-07047-JAF
Debtor(s)	:	
	:	CHAPTER 11
	:	

NOTICE OF APPEARANCE AND
REQUEST FOR SERVICE OF NOTICES

TO ALL INTERESTED PARTIES:

COMES NOW, SCOTT H. MARCUS OF SCOTT H. MARCUS & ASSOCIATES, and files this its Notice of Appearance and Request for Service of Notices as counsel for Canon Financial Services, Inc., a creditor in the above-referenced matter, and pursuant to Bankruptcy Rules 2002, 3017, 9010 and 2017, respectfully requests that all notices given or required to be given in these proceedings and all papers served or required to be served in these proceedings be served at:

Scott H. Marcus & Associates
121 Johnson Road
Turnersville, New Jersey 08012

Please take further notice that, pursuant to 11 U.S.C. §1109(b), the foregoing request includes notices and papers referred to in the Bankruptcy Rules and additionally includes, without limitation, notices of any application, complaint, demand, hearing, motion, pleading or request, formal or informal, whether transmitted or conveyed by mail, telephone or otherwise. Further, Movant requests that it be provided with a copy of all schedules, statements of financial affairs, any plan and disclosure statement, Motion for Confirmation, or Motion for Discharge filed herein.

Dated: October 7, 2009

Respectfully submitted,




Scott H. Marcus, Esquire
Scott H. Marcus & Associates
121 Johnson Road
Turnersville, New Jersey 08012
Telephone: (856) 227-0800
Facsimile: (856) 227-7939
E-mail: smarcus@marcuslaw.net
Counsel for Creditor, Canon
Financial Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of October, 2009, a copy of the foregoing was served via first-class mail to:

Edward J. Peterson, III
Stichter, Riedel, Blain & Prosser, PA
110 East Madison Street, Suite 200
Tampa, FL 33602



Scott H. Marcus, Esquire
Scott H. Marcus & Associates
121 Johnson Road
Turnersville, New Jersey 08012
Telephone: (856) 227-0800
Facsimile: (856) 227-7939
E-mail: smarcus@marcuslaw.net
Counsel for Creditor, Canon
Financial Services, Inc.