

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.☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Scot H. Marcus, Esquire (Scott H. Marcus & Associates)
121 Johnson Road, Turnersville, New Jersey 08012CLAIM FILED
JACKSONVILLE, FLORIDACourt Claim Number: _____
(If known)Telephone number:
(856) 227-0800

Filed on: _____

Name and address where payment should be sent (if different from above):

CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA☐ 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.☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 35,040.35

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.

☐ 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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ 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).☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).☐ 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).☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*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.

2. Basis for Claim: Equipment Lease
(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: ☐ Real Estate ☐ Motor Vehicle ☒ Other
Describe: Equipment

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: \$ 35,040.35 Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of 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:

Date: 10/9/09

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.



01195

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 \$11,292.13

PLUS - Legal Fees 2,823.03

PLUS - Service Tax for Legal Fees 259.72

Total Due and Owing \$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
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		CITY Everett		COUNTY Snohomish		STATE WA		ZIP 98201	
BILLING ADDRESS 2825 Colby Ave Suite 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									
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	
\$ 0.00 + \$ 0.00 = \$ 0.00						60		☒ Fair Market Value ☐ \$1.00 ☐ 10% ☐ Other	
								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 ☐ I: _____

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.		AUTHORIZED CUSTOMER SIGNATURE	
By: _____	By: _____	Title: President	
Title: DSR	Title: _____	Printed Name: KICK LAUREN	
Date: 1/7/08	Date: _____	Tax ID#: 59-3669391 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.			
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 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 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 \$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 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: OFFICE: Customer's legal name (as set forth in its constituent documents), as is 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 repossessing 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 \$1,000) 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 (iii).

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 DERIVED 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, 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 GUARANTEE. The undersigned waives any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

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

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.



Canon

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

FAXABLE LEASE AGREEMENT

Single Sided Agreement for Transactions Under \$75,000
CFS-1122 (03/03)

337220-02

NAME (COMPANY LEGAL NAME) TAYLOR BEAN & WHITAKER MORTGAGE CORP.		DEA		AGREEMENT NUMBER	
BILLING ADDRESS 11820 NORTHROP WAY STE 200		CITY BELLEVUE	COUNTY RING	STATE WA	ZIP 98001
EQUIPMENT ADDRESS 2825 Calby Ave Ste 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	TXP 00030	CANON IR 3380	36	\$188.00 + tax	
First and Last Payment \$ N/A		Security Deposit \$ N/A	Total Due at Signing \$ N/A	Term 36 (in months)	End of Term Purchase Option ☒ Fair Market Value \$1.00 10% ☐ Other
			Payment Frequency ☒ Monthly ☐ Quarterly ☐ Semi-annual ☐ Other		

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

ACH ☐ YES ☒ NO ☐ I: _____

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 SIGNATURES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.		AUTHORIZED CUSTOMER SIGNATURE	
By: <u>[Signature]</u>	Title: <u>DSR</u>	By: <u>[Signature]</u>	Title: <u>Sr. VP</u>
Date: <u>5/8/08</u>		Printed Name: <u>Mark Farley</u>	
To: Canon Financial Services, Inc. (CFS)		Fax ID: <u>59-366 9391</u>	
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: _____ 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 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 creation 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, except acceptance or return of the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. Customer shall pay to CFS the amount of 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 (i) shall pay a \$55 documentation fee and (ii) 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 of non-performance hereunder and shall reimburse CFS for the same plus processing fees collectively "Costs". CFS may, but need not, apply "Security Deposit" or "Advance Payment" (either term hereafter) to any amount in any amount in default and Customer shall promptly reimburse such amount applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.

2. NAME OF CUSTOMER: Customer's legal name (as set forth in its constituent documents), 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 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 and 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, and (ii) may elect to vary the terms of the bill, 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 FLEET 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 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 constitutes 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 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 finance 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: <u>N/A</u>	Signature: <u>N/A</u>	Phone: <u>(No Title)</u>	Date: _____
Printed Name: <u>N/A</u>	Signature: <u>N/A</u>	Phone: <u>(No Title)</u>	Date: _____

CFS-1122 (03/03)

00010002

05/07/2008 WED 14:50 FAX 425586806 Canon

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

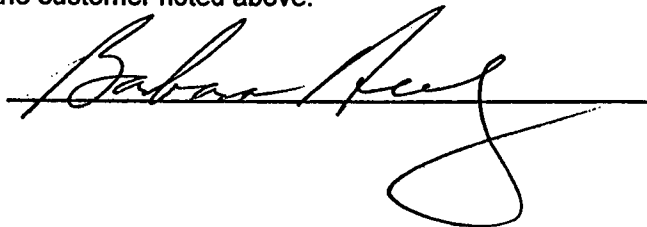
Subtotal \$15,617.79

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.



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) 220-0200

LEASE AGREEMENT

Single Sided Agreement for Transactions Under \$50,000
 (CFS-1127) (06/06)

AGREEMENT
 NUMBER 1-142083-4

PHONE
 352-351-1108

STATE FL ZIP 34470

STATE FL ZIP

TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION

BILLING ADDRESS CITY Ocala COUNTY MARION

EQUIPMENT ADDRESS CITY Ocala COUNTY MARION

EQUIPMENT INFORMATION

QUANTITY SERIAL NUMBER MAKE/MODEL/DESCRIPTION No. of Pmts. Payment Amount (Plus Applicable Taxes)

ONE CFC 82Z 861 TOSHIBA 451C /RADF/ 48 MTHS. \$297.66

PAPER FEED PEDESTAL/

FAX BD. FINISHER

First and Last Payment Security Deposit Total Due at Signing Terms End of Term Purchase Option Payment Frequency

\$ 0.00 + \$ 0.00 = \$ 0.00 48 X Fair Market Value L \$ 0.00 L 10% X Monthly [] Quarterly [] Semi-Annual [] Other []

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 [X] I

IF YES, enter information below: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE 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: 5-7-08

Authorized Customer Signature By: [Signature] Title: TAM

Printed Name: COTA C ROBERTSON III Tax ID# 59-3069391 If proprietor, DOB: []

TERMS AND CONDITIONS

1. AGREEMENT: Customer leases from 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 such other amounts payable hereunder as may be required 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 reduction, even if the Equipment is damaged. 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% 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 of 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" (either or both interest unless required by law) to any amount in default and Customer shall properly restore such amounts applied. Security Deposits and Advance Payments shall be refunded to Customer until all obligations hereunder are discharged in full.

2. 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 disclaims 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 vary or alter any terms 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.

3. 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 change or substitutions shall be the property of CFS and shall be deemed equipment. Elected 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 Lessor. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall release Customer of any obligations under this Agreement.

4. DEFAULT: If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following (specified in any order): (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option and/or set forth above and any other Costs (collectively the "Outstanding Lease Balance"); (b) repossess the Equipment and (c) sue and the Equipment and recover any deficiency. CFS (i) may sell the Equipment after paying it off or not, (ii) may dispose of the same and the proceeds, and (iii) may apply any 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 Outstanding 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.

5. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUEBLET 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 be bound to the same terms 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.

6. 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 \$1000) 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 total price when Customer purchases the Equipment. Equipment purchases shall not be provided if a default in compliance. Equipment purchases shall be "AS IS" WHERE IS" without warranty, except for title.

7. RENEWAL: RETURN: This Agreement automatically renews under the same terms and conditions as 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 working condition at Customer's sole cost and expense to a location specified by CFS.

8. 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 the Agreement. CFS may want missing or correct other information otherwise this Agreement embodies the entire agreement.

9. UCC9: 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 OF REDEMPTION. If this Agreement is determined not to be a true lease, Customer agrees CFS a security interest in the Equipment.

PERSONAL GUARANTEE

The undersigned hereby, 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 hereby 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-1127 (06/06)

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: TAYLOR BEAN & WHITAKER MORTGAGE CORPORA 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

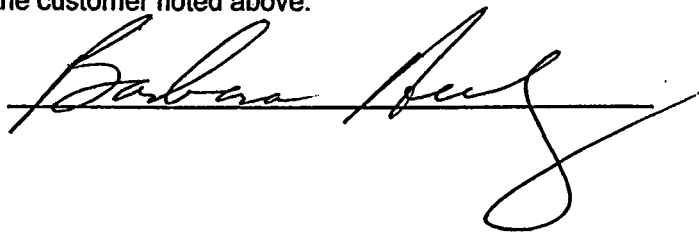
Subtotal \$59,806.00

PLUS - Legal Fees 14,951.50

PLUS - Service Tax for Legal Fees 971.85

Total Due and Owing \$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

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

FAXABLE LEASE AGREEMENT

Single Bided Agreement for Transactions Under \$75,000
CFS-1122 (08/07)

AGREEMENT NUMBER	F142083-5
DSB	PHONE (Customer) 362-351-1109
BILLING ADDRESS	CITY STATE ZIP
315 NE 14 TH. ST.	OCALA FL. 34470
EQUIPMENT ADDRESS	CITY STATE ZIP
SAME	

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
ONE	MEP00365	CANON IRC61861 / FINISHER W-1/PAPER PEDESTALZ-2 SHOW ROOM	60	\$886.00
ONE	MEP04509	CANON IRC61861 / FINISHER W-1 / PAPER FEED PEDESTAL Z-2 NEW		
First and Last Payment		Security Deposit	Total Due at Signing	Term
\$ NONE		+ \$ NONE	= \$ NONE	60 (in months)
Check must accompany Agreement				
End of Term Purchase Option			Payment Frequency	
☒ Fair Market Value ☐ \$1.00 ☐ 10% ☐ Other			☒ 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
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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 SIGNATURE(S) HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.		AUTHORIZED CUSTOMER SIGNATURE	
By:	Title: DCR	By:	Title: VP
Date: 5-27-08		Printed Name: Margaret Potter	
To: Canon Financial Services, Inc. (CFS)		If proprietor, DOB:	
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:		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 \$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 term 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 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 of sale, the Customer 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 SUEBLY 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 debts 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 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 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 the 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.

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 waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.			
Printed Name:	Signature:	Phone:	Date:
Address:		(No Title)	
Printed Name:	Signature:	Phone:	Date:
Address:		(No Title)	

CFS-1122 (08/07)

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

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

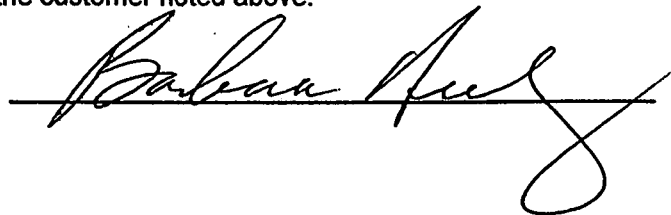
Remaining L/R Balance (discounted to the present value of 6%) \$11,524.00

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

Fair Market Value

Sales/Use Tax	\$871.89
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	\$18,309.78
PLUS - Legal Fees	4,577.44
PLUS - Service Tax for Legal Fees	228.87
Total Due and Owing	\$23,116.10

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.



05/12/2008 16:00 FAX

011/018

Canon

Canon Financial Services, Inc. (CFS)

Remittance Address: P.O. Box 4004

Carol Stream, Illinois 60187-4004 (800) 220-0200

NAME (COMPANY LEGAL NAME)

DEA

LEASE AGREEMENTSingle Sided Agreement for Transactions Under \$50,000
(CFS-1122) (REV)AGREEMENT
NUMBER

1-142083-6

PHONE

352-351-1109

BILLING ADDRESS

315 NE 14 ST.

CITY

OCALA

COUNTY

MARION

STATE

FL.

ZIP

34470

EQUIPMENT ADDRESS

2840 ELECTRIC ROAD, SW SUITE 104-A ROANOKE, VA. 24018 CONTACT 704-301-5736 RICHARD KING

EQUIPMENT INFORMATION

QUANTITY	SERIAL NUMBER	MAKE/MODEL/DESCRIPTION	NUMBER AND AMOUNT OF PAYMENTS	
ONE	A02E018007032	KONICA/ MINOLTA C353	No. of Pmts.	Payment Amount (Plus Applicable Taxes)
		PAPER FEED PEDESTAL/	60 MTHS.	\$279.66
		FAX BD. FINISHER/RADE		

First and Last Payment

\$ 0.00

Security Deposit

+ \$ 0.00

Total Due at Signing

= \$ 0.00

Term

60

End of Term Purchase Option

Fair Market Value L \$1.00 L 10%

Payment Frequency

X Monthly X Quarterly

Semi-annual Other

Accompanied 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

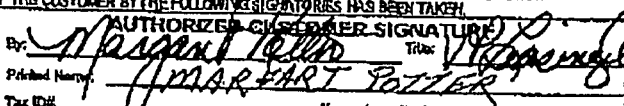
If Yes, enter information in boxes above. Bank Routing Code from bottom of check. And Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON 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 SIGNATURES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By:  Title: DSR Date: 5-28-08

AUTHORIZED CUSTOMER SIGNATURE

By:  Title: VICE PRESIDENT Date: 5-28-08

Printed Name: MARGARET POTTER

Tax ID#

If proprietor, DOB:

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.

Signature: _____ Date: _____

Time (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 provided hereunder as levied 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 obligation to pay the Payments shall continue until the Equipment has been delivered to and accepted by Customer. If Customer has not, within 10 (ten) 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, return, resell 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 shall advise CFS in writing of any equipment malfunctions or other problems within 10 (ten) days of discovery. Customer shall pay a \$50 consultation fee and (b) agree 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 of non-performance hereunder and shall maintain CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither can interest accrue on them) by bank 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. WARRANTY: 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 disclaims 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 to CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.

3. 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 must 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 Lessor 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.

4. 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) the Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE INSTANT TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"); (b) repossess the Equipment and sell or lease the Equipment and secure any deficiency; CFS (i) may sell the Equipment after giving it or not, (ii) may dispose of the Equipment and the sale proceeds, and (iii) may comply with applicable laws and those 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.

5. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE 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.

6. 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 purchasing the Equipment. Equipment purchases will not be provided if a default is outstanding. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

7. 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 intention 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 at Customer's sole cost and expense to a location specified by CFS.

8. 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 shall constitute 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 have missing or correct other information, otherwise this Agreement embodies the entire agreement.

9. FORCE MAJEURE: 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 grants CFS a security interest in the Equipment.

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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

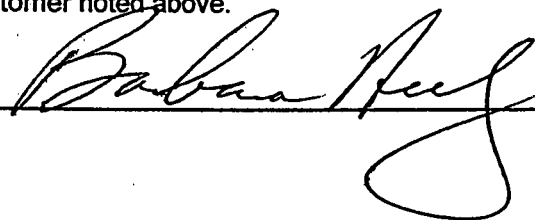
Subtotal \$18,614.94

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.



05/12/2008 15:54 FAX

003/018

Canon

Canon Financial Services, Inc. (CFS)

Remittance Address: P.O. Box 4004

Card Street, Suite 6017-4004 (800) 220-0200

NAME (COMPANY LEGAL NAME)

LEASE AGREEMENTSingle Sided Agreement for Transactions Under \$50,000
CFS-1172 (06/04)AGREEMENT
NUMBER

1-142083-7

PHONE

352-351-1109

STATE

FL.

ZIP

34470

CITY

WILMINGTON, NC.

CONTACT

704-301-5736

RICHARD KING

CITY

MARION

COUNTY

OCALA

CITY

315 NE 14 ST.

BILLING ADDRESS

TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION

DEA

QUANTITY

ONE

SERIAL NUMBER

A02E010006919

MAKE/MODEL/DESCRIPTION

KONICA/MINOLTA C353

NUMBER AND AMOUNT OF PAYMENTS

No. of Pmts.

80 MTHS.

Payment Amount (Plus Applicable Taxes)

\$279.66

PAPER FEED PEDESTAL/

FAX BD. FINISHER/RADE

First and Last Payment

\$ 0.00

Security Deposit

+ \$ 0.00

Total Due at Signing

= \$ 0.00

Term

60

End of Term Purchase Option

Fair Market Value

L \$ 0.00

L 10%

Payment Frequency

Monthly

Quarterly

Semi-annual

Other

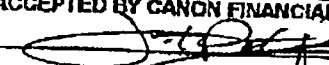
Authorized Cleaning House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall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

ACH ☐ YES ☒ NO

If Yes, enter information on form 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 SIGNATURES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By: 
Title: DSR Date: 5-29-08

By: 
Title: J. MAR EART POTTER
Printed Name: J. MAR EART POTTER
Tax ID#

For 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 accepted 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: _____
Title (if any): _____
Printed Name: _____
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 "Payments and Amount of Payments" above and each other amounts permitted hereunder as provided by CFS ("Payments"). A late payment fee of the greater of 5% 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 acceptance of the Equipment shall constitute acceptance of the Equipment as described in the equipment information and specifications. 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, make alterations or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is not lease. Payments shall be made without act of or excusal, even if the Equipment malfunctions. Customer shall be deemed to have accepted the Equipment and purchase option amounts stated above by up to 15% of the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a 5% documentation fee and (b) agrees to pay any applicable taxes (including personal property tax, sales tax, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments and 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 Deposit" or "Advance Payment" (either can interest unless required by law) to any amount in default and Customer shall remain liable for the full amount of any such default. Payments shall not be reduced to Customer until all obligations hereunder are discharged in full.

2. **NAME CHANGES:** 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 address (including its jurisdiction of organization) without 30 days prior written notice to CFS. Upon receipt, Customer will deliver state-certified copies of 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 MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, incidental 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 shall not be responsible for 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 keep it in Customer's exclusive, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be at the expense of CFS and shall be deemed Equipment. Equipment upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) have the Equipment insured with CFS as Loss Payee. In Customer's loss, theft, or damage to the Equipment, CFS may terminate the Equipment and charge Customer. In 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 UNDEFERRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remedial Lease Balance"); (b) repossess the Equipment and sell or lease the Equipment and account any deficiency; CFS (c) may sell the Equipment after paying it or not, (d) may declare forfeiture of the and the like, and (e) may comply with applicable law and those actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remedial 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 claim, defense, or setoff 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 51.00) 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:** This Agreement automatically renews under the same terms and conditions for 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 is terminated by Customer or CFS, the Equipment shall remain the property of CFS until the day the Agreement terminates in good standing 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 hereunder 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 supersedes the entire agreement.

10. **LEASE:** Customer agrees to 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 REDEMPTION HEREOF. If this Agreement is determined not to be a true lease, Customer promises CFS a security interest in the Equipment.

PERSONAL GUARANTEE

The undersigned hereby, 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 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: _____ Phone: _____
Address: _____ (No Title) Date: _____
Printed Name: _____ Signature: _____ Phone: _____
Address: _____ (No Title) Date: _____

CFS-1172 (06/06)

SCOTT H. MARCUS & ASSOCIATES

ATTORNEYS AT LAW

SCOTT H. MARCUS

ALICE I. CUPAIUOLO
ANDREW L. UNTERLACK

(800) 820-5189
(856) 227-0800
Fax (856) 227-7939
www.marcuslaw.net

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

Members of NJ, NY and PA Bar Association

March 9, 2010

BMC Group, Inc
Taylor, Bean & Whitaker Mortgage Corp Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

RE: Taylor, Bean & Whitaker Mortgage Corp
Case No. 09-07047

Dear Sir/Madam:

Enclosed please find an original and one (1) copy of Proof of Claim for the enclosed.

Kindly file same returning a filed copy to the undersigned in the self-addressed stamped envelope provided.

Thank-you.

Sincerely,


SCOTT H. MARCUS, ESQUIRE
FOR THE FIRM

/ajs
Enc.