

UNITED STATES BANKRUPTCY COURT	MIDDLE DISTRICT OF FLORIDA	PROOF OF CLAIM
Name of Debtor: Taylor, Bean & Whitaker Mortgage Corp., et al.	Case Number: 09-07047	THIS SPACE IS FOR COURT USE ONLY
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): Iron Mountain Information Management, Inc. Name and Address Where Notices Should be Sent: Joseph P. Corrigan, Esq. Iron Mountain Information Management, Inc. 745 Atlantic Avenue, 10th Floor Boston, MA 02111 Tel. 617.535.4744 Fax 617.451.0409 joseph.corrigan@ironmountain.com	<input type="checkbox"/> Check 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 checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor: 04426.0F4498, 55225.104088, 75500.6710250 JACKSONVILLE, FLORIDA		
1. Basis For Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of social security number: _____ Unpaid compensation for services performed from _____ to _____		
2. Date Debt Was Incurred: 6/09—8/09 JUN 15 2010 CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA		3. If Court Judgment, Date Obtained:
4. Total Amount Of Claim At Time Case Filed: \$ <u>unknown</u> (unsecured) + \$ <u>unknown</u> (secured) + \$ _____ (priority) = \$ <u>11,118.53</u> (Total) If all or part of your claim is secured or entitled to priority, also complete items 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other: e-vaulting information & digital media tapes in storage and any and all other stored property Value of Collateral \$ <u>unknown</u> Amount of arrearage and other charges at time case filed included in secured claim, if any \$ <u>equal to amt of secured claim</u>		7. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____. Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 USC § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to gov't units - 11 U.S.C. 507(a)(8). <input type="checkbox"/> Other - specify applicable paragraph of 11 U.S.C. § 507(a) _____ *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Unsecured Nonpriority Claim \$ <u>amount of total claim that is not secured, if any</u> <input type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.		
Date: 6/14/10	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Joseph P. Corrigan, Esq. Corporate Counsel	

ADDENDUM TO PROOF OF CLAIM

In re Taylor, Bean & Whitaker Mortgage Corp., et al.

Ch. 11 Case No. 09-07047

Bankr. M.D. Florida (Jacksonville Division)

Iron Mountain claims a warehouseman's lien, pursuant to Florida Commercial Code § 677.209, in the digital media and magnetic media tapes, and any and all other property, that the above-named Debtor is storing with Iron Mountain. The fair market value of such personal property is unknown to Iron Mountain. Thus, Iron Mountain asserts that its pre-petition claim of \$11,118.53 is secured to an unknown extent.

TAYLOR BEAN AND WHITAKER MORTGAGE Account # 55223.105088

Number	Transaction Date	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due.
102377088	30-Jun-09	Invoice	\$ 2,940.00	\$ 110.25	\$ 2,940.00	\$ 3,050.25
102414345	31-Jul-09	Invoice	\$ 2,972.00	\$ 74.30	\$ 2,972.00	\$ 3,046.30
102451325	31-Aug-09	Invoice	\$ 3,246.00	\$ 40.58	\$ 3,246.00	\$ 3,286.58

TOTAL PRE-PETITION	\$	9,158.00	\$	225.13	\$	9,158.00	\$	9,383.13
--------------------	----	----------	----	--------	----	----------	----	----------

TOTAL POST-PETITION	\$	-	\$	-	\$	-	\$	-
---------------------	----	---	----	---	----	---	----	---

TOTAL OPEN INVOICES	\$	9,158.00	\$	225.13	\$	9,158.00	\$	9,383.13
---------------------	----	----------	----	--------	----	----------	----	----------

Invoice

PAGE: 1

INVOICE NUMBER: 102377088

**BILL TO:**

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

INVOICE DATE: 06/30/2009
PAYMENT TERMS: 30 NET
DUE DATE: 07/30/2009
TAX ID: 04-3038590

For Invoice Questions Please Call: 888-741-8253

Site 105088 TAYLOR BEAN AND WHITAKER		Price Schedule 55223.105088		Ref 102377088		
Item Description	Quantity	Unit Price	Amount	Tax	Total	
For Jun 2009:						
JUN 16, 2009 REQ #: 280802 BY: COX, ROGE	1	450.000	450.00	0.00	450.00	
TRANSPORTATION - PER TRIP	4	350.000	1,400.00	0.00	1,400.00	
ADMINISTRATIVE FEE	1	25.000	25.00	0.00	25.00	
Vault MEDIA						
VAULTING(DLT,LTO)	2020	0.450	909.00	0.00	909.00	
HANDLING(DLT,LTO)	184	0.500	92.00	0.00	92.00	
Vault TRANSPORTS						
TRANSPORT - IRON MOUNTAIN MULTI MEDIA	4	6.000	24.00	0.00	24.00	
HANDLING-TRANSPORT	16	2.500	40.00	0.00	40.00	
Site 55223.105088 Totals:			2,940.00	0.00	2,940.00	
Invoice Totals:			\$ 2,940.00	0.00	2,940.00	

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Jacksonville (55223)

INVOICE NUMBER: 102377088
INVOICE DATE: 06/30/2009
BILL TO NUMBER: 105089

TOTAL AMOUNT DUE: \$ 2,940.00
AMOUNT DUE BY: 07/30/2009
AMOUNT ENCLOSED: \$ _____

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

Iron Mountain
PO BOX 27129
NEW YORK, NY 10037-7129
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

Scanned: 6/15/2010-12:40:18 PM

Invoice

PAGE: 1

INVOICE NUMBER: 102414345

**BILL TO:**

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

INVOICE DATE: 07/31/2009
PAYMENT TERMS: 30 NET
DUE DATE: 08/30/2009
TAX ID: 04-3038590

For Invoice Questions Please Call: 888-741-8253

Site:105088 TAYLOR BEAN AND WHITAKER		Price Schedule 55223.105088		Ref 102414345	
<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Jul 2009:					
ADMINISTRATIVE FEE	1	25.000	25.00	0.00	25.00
TRANSPORTATION - PER TRIP	5	350.000	1,750.00	0.00	1,750.00
Vault MEDIA					
VAULTING(DLT,LTO)	2240	0.450	1,008.00	0.00	1,008.00
HANDLING(DLT,LTO)	225	0.500	112.50	0.00	112.50
Vault TRANSPORTS					
TRANSPORT - IRON MOUNTAIN MULTI MEDIA	4	6.000	24.00	0.00	24.00
HANDLING-TRANSPORT	21	2.500	52.50	0.00	52.50
Site 55223.105088 Totals:			2,972.00	0.00	2,972.00
Invoice Totals:			\$ 2,972.00	0.00	2,972.00

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Jacksonville (55223)

INVOICE NUMBER: 102414345
INVOICE DATE: 07/31/2009
BILL TO NUMBER: 105089

TOTAL AMOUNT DUE: \$ 2,972.00
AMOUNT DUE BY: 08/30/2009
AMOUNT ENCLOSED: \$ _____

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

Iron Mountain
PO BOX 27129
NEW YORK, NY 10087-7129
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

Scanned: 6/15/2010-12:40:18 PM

Invoice

PAGE: 1



INVOICE NUMBER: 102451325

BILL TO:

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

INVOICE DATE: 08/31/2009
PAYMENT TERMS: 30 NET
DUE DATE: 09/30/2009
TAX ID: 04-3038590

For Invoice Questions Please Call: 888-741-8253

Site 105088 TAYLOR BEAN AND WHITAKER		Price Schedule 55223.105088		Ref 102451325		
Item Description	Quantity	Unit Price	Amount	Tax	Total	
For Aug 2009:						
TRANSPORTATION - PER TRIP	1	350.000	350.00	0.00	350.00	
AUG 18, 2009 REQ #: 289746 BY: SHARP, DA	1	450.000	450.00	0.00	450.00	
ADMINISTRATIVE FEE	1	25.000	25.00	0.00	25.00	
Vault MEDIA						
VAULTING(DLT,LTO)	2280	0.450	1,026.00	0.00	1,026.00	
HANDLING(DLT,LTO)	2307	0.500	1,153.50	0.00	1,153.50	
Vault TRAN1						
HANDLING-TRANSPORT	76	2.500	190.00	0.00	190.00	
Vault TRANSPORTS						
HANDLING-TRANSPORT	11	2.500	27.50	0.00	27.50	
TRANSPORT - IRON MOUNTAIN MULTI MEDIA	4	6.000	24.00	0.00	24.00	
Site 55223.105088 Totals:			3,246.00	0.00	3,246.00	
Invoice Totals:			\$ 3,246.00	0.00	3,246.00	

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Jacksonville (55223)

INVOICE NUMBER: 102451325
INVOICE DATE: 08/31/2009
BILL TO NUMBER: 105089

TOTAL AMOUNT DUE: \$ 3,246.00
AMOUNT DUE BY: 09/30/2009
AMOUNT ENCLOSED: \$ _____

JANICE DAMRON
-TAYLOR BEAN AND WHITAKER
315 NE 14TH AVE
OCALA, FL 34470-4712

Iron Mountain
PO BOX 27129
NEW YORK, NY 10087-7129
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

Scanned: 6/15/2010-12:40:19 PM



IRON MOUNTAIN[®]

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

Iron Mountain Information Management:

13280 Vantage Way

Jacksonville, FL 32218

Contract Effective Date: October 2, 2008

Account Number:

NAICS Code:

Branch/District Cost Ctr. No.: 55223

CUSTOMER: Taylor, Bean and Whitaker			BILLING ADDRESS (If Different):		
Street Address: 1417 North Magnolia Avenue			Street or Box No.:		
City: Ocala	State: FL	Zip + 4: 34475	City:	State:	Zip + 4:
Primary Contact and Title: Daniel Sharp / Director of IT Infrastructure			Billing Contact:		
Telephone: (352) 236 - 7204		Fax:	Telephone:		Fax:
E-mail: dasharp@taylorbean.com			E-mail:		

Iron Mountain Information Management, Inc. ("Iron Mountain") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay Iron Mountain for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://ic.ironmountain.com>.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to replace media for which liability is so limited rather than pay the replacement cost. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages:

CUSTOMER: Taylor Bean and Whitaker Corp	IRON MOUNTAIN
Individual Signing: (print name) Christopher McDaniel	Individual Signing: (print name) Peter Bernold
Signature:	Signature:
Title: CIO	Title: GM
Signing Date: 10/22/08	Signing Date: 10/27/2008

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement, unless otherwise set forth in a Schedule. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Unless otherwise provided in a Schedule: (i) rates for storage shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time upon sixty (60) days' written notice, and (ii) rates for services may be adjusted by Iron Mountain at any time upon sixty (60) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.
3. **Principal Provider.** The charges for the services set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.
4. **Authorization; Customer Instructions.** Iron Mountain will perform services pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).
5. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pickup volumes, preparation for pickup, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.
6. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by the receiving party and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
9. **Liability in Event of Loss of Deposits.** Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care.

as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the agreed value set forth above. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

10. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
12. **Destruction of Deposits.** Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed at the rates set forth in a Schedule.
13. **No Product Warranty.** Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. **WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.
17. **Payment; Late Fees, etc.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made together with all expenses incurred in collection, including reasonable attorneys' fees and expenses. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits.
18. **Customer Default.** If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Upon termination for Customer's default, Iron Mountain may securely destroy Deposits upon ninety (90) days' notice to Customer; Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
19. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.
20. **Restrictions on Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic

material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.

21. **Software License.** If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposit inventory information (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
22. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
23. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records.
24. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.
25. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Basic Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Matthew Kilbon

Matthew Kilbon, Esq., Contracts Specialist
Date: October 17, 2008
Customer: Taylor, Bean & Whitaker

Confidential

Page 2

SCHEDULE A
DATA PROTECTION AND RECOVERY SERVICES PROGRAM PRICING
SCHEDULE

NON-SMB-NFW_01-08

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and Taylor Bean and Whitaker, ("the Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Backup Tape Vaulting Schedule A supersedes and terminates any prior Backup Tape Vaulting Schedule A existing between Iron Mountain and Customer.

Effective Date	October 2, 2008
Customer Name	Taylor Bean and Whitaker
Customer Number	To be determined

BACKUP TAPE VAULTING

TRANSPORTATION SERVICES

Scheduled Service – Scheduled Pickup/Delivery services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

Description	Price Per	Internal Code
Scheduled Service	\$350.00 Trip	TRANSTR100
Scheduled Same Place/Same Floor	\$10.00 Trip	TRANSTR120
Scheduled Same Building/Campus	\$15.00 Trip	TRANSTR110

Special Service – Pickup/Delivery service initiated to occur within a specific timeframe of request for service from Customer's Authorized Representative. Charges for Special Service are in addition to the Scheduled Service trip charge.

Description	Price Per	Internal Code
Standard Special (24 hours)	\$450.00 Trip	SPECLST000
Critical Special (6 hours)	\$550.00 Trip	SPECLEM000
Holiday Service Premium	\$80.00 Holiday	HOLIDAY000
Out of Service Territory Premium	\$1.25 Mile	TRANSTBD3

Transportation Services are billed monthly in arrears.

Confidential

Page 3

TRANSPORTATION FEES

Fuel Surcharge Policy

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at cic.ironmountain.com/FuelSurcharge.

VAULTING

The service of storing media items at an Iron Mountain facility.

Description	Price	Per	Internal Code
Slotted Media - Active	\$0.45	Slot	VAULTA1000
Slotted Media - Long Term	\$0.45	Slot	VAULTH1000
Slotted Media - Oversized	\$0.55	Slot	VAULTA2000
Closed Container (Small)	\$6.00	Container	CONTSMALL
Closed Container (Medium)	\$8.00	Container	CONTMED
Closed Container (Large)	\$10.00	Container	CONTLARGE
Closed Container (X-Large)	\$41.00	Container	CONTXL
Closed Storage Cabinet	\$130.00	Container	CABINET
Transport Container	\$6.00	Container	TRANSCONT
Closed Cart	\$150.00	Cart	CCARTS

Storage services are billed monthly in arrears.

MEDIA MANAGEMENT SERVICES

Services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

Handling Description	Price	Per	Internal Code
Closed Container/Cart Handling	\$2.50	Item	HANDL03000
Transport Container Handling	\$2.50	Item	HANDL04000
Media Handling - Active (with electronic file)	\$0.50	Item	HANDL01000
Media Handling - Active (without electronic file)	\$0.65	Item	HANDL07000

Confidential

Page 4

OTHER PRODUCTS AND SERVICES

Description	Price	Per	Internal Code
Management Services during Business Hours	\$38.00	Hour	LABOR02000
Management Services outside Business Hours	\$45.00	Hour	LABOR07000
SecureSync Compatible Scanner - Tethered	\$295.00	Each	SCANNER1
SecureSync Compatible Scanner - Wireless	\$1,495.00	Each	SCANNER2
Data Entry Fee	\$75.00	Month	CODE
Container Locks	\$6.00	Lock	MAINTLOCKS
Security Clips	\$1.50	Clip	MAINTCLIPS
Temporary Transport Container Fee	\$1.00	Each per Day	TRANSRENTL
Custom Bar Code Labels		Quote	MAINTLABEL
Data Products		Quote	DPQUOTE
Disaster Recovery Testing		Quote	DRSVCS
Library Moves		Quote	LIBMOVES
Plastic Media Destruction		Quote	OTHERDD000

Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.

OTHER MONTHLY FEES

Description	Price	Per	Internal Code
Administrative Fee	\$25.00	Acct Number	MAINTADMIN
Minimum Monthly Fee	\$175.00	Acct Number	NOITMMINBL

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/dataprotection/additional.

Confidential

Page 5

DATA PROTECTION AND RECOVERY MONTHLY COST ESTIMATE**Backup Tape Vaulting Monthly Cost Estimate**

Description	Internal Code	Price	Per	Qty	Total Price per Month
Transportation Services					
Scheduled Service	TRANSTR100	\$350.00	Trip	4	\$1,400.00
Total Transportation Services Monthly Cost Estimate					\$1,400.00
Vaulting					
Slotted Media - Active	VAULTA1000	\$0.45	Slot	80	\$36.00
Slotted Media - Long	VAULTH1000	\$0.45	Slot	1,000	\$450.00
Transport Container					
* Transport - Iron Mountain Multi Media	CONTRXT000	\$6.00	Container	3	\$18.00
Total Vaulting Monthly Cost Estimate					\$504.00
Media Management Services					
Transport Container Handling	HANDL04000	\$2.50	Item	8	\$20.00
Media Handling - Active (with electronic file)	HANDL01000	\$0.50	Item	80	\$40.00
Total Media Management Monthly Cost Estimate					\$60.00
Other Monthly Fees					
Administrative Fee	MAINTADMIN	\$25.00	Acct Number	1	\$25.00
Total Other Monthly Fees Cost Estimate					\$25.00
Total Backup Tape Vaulting Monthly Cost Estimate					\$1,989.00

The estimate listed above is based on expected volume and activity levels. The actual storage volume and service activity will impact monthly billing. All slotted media is billed in increments of 20 slots.

TAYLOR BEAN & WHITAKER MORTGAGE Account # 04426.0F4498

Transaction	Date	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
0F4498						
APM0486	31-Jul-09	Invoice	\$ 43.75	\$ 1.09	\$ 43.75	\$ 44.84
ATV7703	31-Aug-09	Invoice	\$ 43.75	\$ 0.55	\$ 43.75	\$ 44.30

TOTAL PRE-PETITION	\$	87.50	\$	1.64	\$	87.50	\$	89.14
--------------------	----	-------	----	------	----	-------	----	-------

AWW2569	30-Sep-09	Invoice	\$	43.75	\$	-	\$	43.75	\$	43.75
---------	-----------	---------	----	-------	----	---	----	-------	----	-------

TOTAL POST-PETITION	\$	43.75	\$	-	\$	43.75	\$	43.75
---------------------	----	-------	----	---	----	-------	----	-------

TOTAL OPEN INVOICES	\$	131.25	\$	1.64	\$	131.25	\$	132.89
---------------------	----	--------	----	------	----	--------	----	--------



IRON MOUNTAIN®

This Secure Shredding Services Agreement (the "Agreement") between Iron Mountain Information Management, Inc. ("IM") and Taylor Bean & Whitaker Mortgage Corporation ("Customer") is effective as of October 2, 2008.

Customer: Address: 1275 North University Drive

Service Location

Address:

(If different than above)

City: Coral Springs

State: FL

Zip Code: 33071

Phone: (954) 688-5094

Contact Name: Sonja Stodko

Fax:

SalesRep ID: MK2

Contact Email: sstodko@taylorbean.com

Customer ID: F4498

Name: Mark Keppel

IME: District Name: F

SERVICE PLAN DESCRIPTIONS AND PRICING: RECURRING PAPER SHREDDING SERVICES

☒ Off-Site ☐ On-Site²

Service Frequency: ☐ Weekly ☐ Every 2 Weeks ☒ Every 4 Weeks

Service Zip Code: 33071

IM Service Class: Zone 1

Containers Served	65 Gallon Bin	Console
1-4 Containers	\$17.50	\$17.50
5-10 Containers	\$15.00	\$15.00
11-20 Containers	\$12.50	\$12.50
More than 20 Containers	\$10.00	\$10.00

#	Price Per
65 Gallon Bin 1	x \$17.50 = \$17.50
Console 0	x \$17.50 = \$0.00
Total / Service 1	

Total Per Service Visit¹ = \$17.50

Container Drop-Off Fee, per Container = 20

¹ Minimum charge per service visit is \$33

² Total is subject to actual service billings. Minimum charge per visit is \$33

ADDITIONAL SERVICES (all other services, not specifically listed, will be charged at IM's then current rates.)

- Additional charge for Unscheduled Service Visit: \$25 / visit

- Shred charge for 1.2 CF box³: \$6.00 / box

³ Additional charges for remote locations or on-site service may apply

SERVICE NOTES (describe container location, number of packages & posters, and any special instructions)

Customer requires (1) 65 Gallon Bin for offsite shredding with service every 4 weeks at \$33 per service visit. (MK)

TERMS AND CONDITIONS

- Compliance with Laws and Regulations** Customer shall be responsible for, and warrants compliance with all applicable laws, rules and regulations, (including but not limited to laws governing the confidentiality, retention and disposition of information contained in any materials delivered to IM. Customer is the owner or legal custodian of the materials. Customer shall reimburse IM for any reasonable costs, fees or expenses (including reasonable attorneys' fees) incurred by IM in litigation that IM becomes involved solely because it is shredding materials for Customer.
- Hazardous Substances** Customer shall only place paper-based materials in the containers. Customer shall not deposit in containers or deliver to IM any material considered toxic, dangerous or regulated under any federal or state law. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this section.
- Limit of Liability** IM shall not be responsible or liable in any manner whatsoever for the contents of any item delivered to it for shredding, and shall have no liability for the shredding of materials pursuant to Customer's direction. IM's maximum liability for any and all claims arising with respect to any services performed hereunder shall not exceed the aggregate amount Customer paid for the particular service during the one (1) month preceding the event which gives rise to the claim. IM'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL IM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IM SHALL HAVE NO LIABILITY TO ANY THIRD PARTY RECEIVING SERVICES HEREUNDER.
- Force Majeure** Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
- Additional Services** This Agreement sets forth the complete terms and conditions for paper secure shredding services only. In the event that any other services are provided under this Customer ID, such services shall be governed by the terms and conditions of IM's standard Customer Agreement for those services.
- Term and Termination** This Agreement shall commence on the Effective Date set forth on the face hereof, shall be renewed annually and shall continue in effect for one (1) year with automatic renewal for successive one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the date of expiration of such term. After the first year, the price shall be set forth in a separate schedule. In the event of early termination by Customer, Customer shall be responsible for paying the average monthly charges for the remainder of the term, not to exceed six (6) months' average charges. This Agreement includes the Glossary of terms that can be found at <http://www.ironmountain.com>. Payment is due net 30 days. Late fee: 1.00% per month. Transportation surcharges may be applied and charged monthly without notice in accordance with the fuel surcharge policy located at <http://www.ironmountain.com>.
- Principal Service Provider** The charges for the services set forth above are predicated upon the expectation that Customer will utilize IM as its primary commercial provider of shredding services covered by each Schedule. If Customer does not so utilize IM's services, IM reserves the right to adjust rates and charges to the standard list rates and charges.
- Containers/Materials** IM shall retain title to and all rights of possession of containers. IM shall have the right to possess the containers in the bins and cubs to the customer shall automatically pass to IM upon destruction. IM shall retrieve the containers upon termination or expiration of the Agreement. Customer shall use reasonable care to ensure containers are not damaged or vandalized and shall reimburse IM for containers damaged or lost by its negligence or willful misconduct or that of its employees, agents or representatives. Customer shall place containers in a location that is easily accessible by IM personnel.

CUSTOMER: Taylor Bean & Whitaker Mortgage Corporation

Sign and date:

Print Name & Title: THEODIA DANAHUE - TOTH
BRANCH MANAGER

IME: Zone - Ver. 04/1/2008

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Sign and date:

Print Name & Title: Mark Keppel
Manager



March 1, 2009

TAYLOR BEAN & WHITAKER MORTGAGE
Sonia Stodtko
1275 North University Drive
Coral Springs FL 33071

Dear Customer,

We recognize the challenges many of our customers are facing in the current economy and we are making every effort to control our expenses, increase efficiencies and optimize our service delivery. After careful consideration, we have decided to implement a price increase for our Secure Shredding services. Effective April 1, 2009, your shredding service pricing will be increased by 25%.

Additionally, we are investing in tools, programs and technology to improve both the security and cost-effectiveness of your Secure Shredding program. Our InControl solution, introduced in 2007, is a significant security enhancement which ensures the protection of customer information while in transit. In 2009 we will introduce new capabilities to our online Shredding Center portal which will help you optimize compliance and monitor your shredding program.

This letter constitutes an amendment to the Schedule A or other price/rate document under which Iron Mountain provides services to you.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact 1-800-934-3453.

Sincerely,

Harry E. Ebbighausen
President, North America
Iron Mountain

Invoice



TAYLOR BEAN & WHITAKER MORTGAGE
SONIA STODTKO
1275 NORTH UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

Invoice Date: 07/31/2009

Due Date: 08/30/2009

P.O. No.:

Page: 1

Amount Paid: _____

Please Remit To:
IRON MOUNTAIN
PO BOX 27128
NEW YORK, NY 10087-7128

Department Id:

Please retain this copy for your records

Customer ID	Invoice Range	Due Now	Finance Charge After Due Date	Pay This Amount After Due Date
F4498	APM0486	43.75	.55	44.30

CERTIFICATE OF DESTRUCTION:
IRON MOUNTAIN CERTIFIES THAT ALL
MATERIALS RELATED TO SHREDDING
SERVICES INCLUDED ON THIS INVOICE
HAVE BEEN SHREDDED PER TERMS OF
THE SERVICE AGREEMENT.

Please direct any questions about this invoice to:

(954)903-3449

Customer Copy Scanned: 6/15/2010-12:40:25 PM

INV01S

Billing/Activity Report

Customer



TAYLOR BEAN & WHITAKER MORTGAGE
SONIA STODTKO
1275 NORTH UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

Invoice Date: 07/31/2009
Invoice No.: APM0486
P.O. No.:
Page: 1

Customer: F4498

Quantity	Description	Amount
1.00	OFFSITE SHRED, SEC 65 GAL	21.88
1.00	OFFSITE SHRED, TRIP SCHEDULED	.00
1.00	OFFSITE SHRED SERVICE MINIMUM	21.87
	Sub Total	43.75
	Total	43.75
	Storage	.00
	Service	43.75
	Supply	.00
	Tax	.00
	Total	43.75

Please direct any questions about this report to:

(954)903-3449

Scanned: 6/15/2010-12:40:25 PM

ACT01S

IRON MOUNTAIN
Detail Billing Transaction Report

Cust Id: F4498
Div Id:
Dept Id:

TAYLOR BEAN & WHITAKER MORTGAGE
MASTER DIVISION
MASTER DEPARTMENT

Invoice Nbr: APM0486
Invoice Date: 07/31/2009

Ord Nbr	Ord Date	Bill Code	Tax Desc	Storage Date	Unit Qty	Uom	Nbr Of Months	Rate	Amt
134002838	07/21/2009	2042	NO OFFSITE SHRED, SEC 65 GAL		1.00	EA		21.880	21.88
		2411	NO OFFSITE SHRED, TRIP SCHEDULED		1.00	EA		0.000	0.00
		2476	NO OFFSITE SHRED SERVICE MINIMUM		1.00	EA		21.870	21.87

SONIA STODTMO Is the Contact For Order Nbr. 134002838
Total: 43.75

***** End Of Report *****

Invoice



TAYLOR BEAN & WHITAKER MORTGAGE
SONIA STODTKO
1275 NORTH UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

Invoice Date: 08/31/2009

Due Date: 09/30/2009

P.O. No.:

Page: 1

Amount Paid: _____

Please Remit To:
IRON MOUNTAIN
PO BOX 27128
NEW YORK, NY 10087-7128

Department Id:

Please retain this copy for your records

Customer ID	Invoice Range	Due Now	Finance Charge After Due Date	Pay This Amount After Due Date
F4498	ATV7703	43.75	.55	44.30

CERTIFICATE OF DESTRUCTION:
IRON MOUNTAIN CERTIFIES THAT ALL
MATERIALS RELATED TO SHREDDING
SERVICES INCLUDED ON THIS INVOICE
HAVE BEEN SHREDDED PER TERMS OF
THE SERVICE AGREEMENT.

Please direct any questions about this invoice to:

(954)903-3449

Customer Copy Scanned: 6/15/2010-12:40:26 PM

INV015

Billing/Activity Report

Customer



TAYLOR BEAN & WHITAKER MORTGAGE
SONIA STODTKO
1275 NORTH UNIVERSITY DRIVE
CORAL SPRINGS, FL 33071

Invoice Date: 08/31/2009
Invoice No.: ATV7703
P.O. No.:
Page: 1

Customer: F4498

Quantity	Description	Amount
1.00	OFFSITE SHRED, SEC 65 GAL	21.88
1.00	OFFSITE SHRED, TRIP SCHEDULED	.00
1.00	OFFSITE SHRED SERVICE MINIMUM	21.87
	Sub Total	43.75
	Total	43.75
	Storage	.00
	Service	43.75
	Supply	.00
	Tax	.00
	Total	43.75

Please direct any questions about this report to:

(954)903-3449

Scanned: 6/15/2010-12:40:26 PM

ACT01S

IRON MOUNTAIN
Detail Billing Transaction Report

Cust Id: F4498
Div Id:
Dept Id:
TAYLOR BEAN & WHITAKER MORTGAGE
MASTER DIVISION
MASTER DEPARTMENT
Invoice Nbr: ATV7703
Invoice Date: 08/31/2009

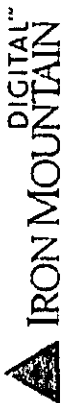
Ord Nbr	Ord Date	Bill Code	Tax	Desc	Storage Date	Unit Qty	Uom	Nbr of Months	Rate	Amt
135260262	08/18/2009	2042	NO	OFFSITE SHRED, SEC 65 GAL		1.00	EA		21.880	21.88
		2411	NO	OFFSITE SHRED, TRIP SCHEDULED		1.00	EA		0.000	0.00
		2476	NO	OFFSITE SHRED SERVICE MINIMUM		1.00	EA		21.870	21.87

SONIA STODTKO Is The Contact For Order Nbr. 135260262

Total: 43.75
***** End Of Report *****

TAYLOR BEAN AND WHITAKER MORTGAGE Account # 75500.6T10230

Number	Transaction Date	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
30042557	31-Jul-09	Invoice	\$ 770.97	\$ 19.27	\$ 770.97	\$ 790.24
30046280	31-Aug-09	Invoice	\$ 845.45	\$ 10.57	\$ 845.45	\$ 856.02
TOTAL PRE-PETITION			\$ 1,616.42	\$ 29.84	\$ 1,616.42	\$ 1,646.26
30049663	30-Sep-09	Invoice	\$ 845.27	\$ -	\$ 845.27	\$ 845.27
TOTAL POST-PETITION			\$ 845.27	\$ -	\$ 845.27	\$ 845.27
TOTAL OPEN INVOICES			\$ 2,461.69	\$ 29.84	\$ 2,461.69	\$ 2,491.53



Invoice

Bill To

Janice Damron
Taylor Bean & Whitaker
1417 N. Magnolia Drive
Ocala FL 34475-9078
United States

Date 7/31/2009
Invoice # 30042557
Customer ID 6T10230
PO #
Subsidiary Iron Mountain Digital
For the Month of Jul 2009
Currency US Dollar
E-Mail Address jdamron@taylorbean.c...

All payments should be forwarded to the following address:

Iron Mountain Information Management, Inc. P.O. Box 27128, New York, NY 10087-7128

Make Your Payment Online at: <https://payments.ironmountain.com>

Tel: 508-808-7800 Fax: 508-229-2401
Email address for invoice inquiries: IMDigitalBilling@ironmountain.com
IMD, 120 Turnpike Rd, Southborough, MA 01772

Description	Name	Activation	Termination	UOM	Chrg Qty	MMC	Rate	Amount
LiveVault 6 - 30 D Policy	TBAPP2	3/30/2008		GB's	1		9.05	9.05
LiveVault 6 - 30 D Policy	tbwtfcs01	3/8/2008		GB's	84.19		9.05	761.92
Total Services Cost				Other	1		0.00	770.97
LiveVault MMC							725.00	0.00
The Larger of MMC or Total Services Cost >>								770.97
Total Other Charges								0.00
Connected SV Subscription Service				Server	1		200.00	0.00
Total Services Cost				Other	1		0.00	200.00
Connected MMC							200.00	0.00
The Larger of MMC or Total Services Cost >>								200.00
Total Other Charges								0.00

Total \$770.97

Memo

These commodities, technology, or software were exported from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



Invoice

Bill To

Janice Damron
Taylor Bean & Whitaker
1417 N. Magnolia Drive
Ocala FL 34475-9078
United States

Date 8/31/2009
Invoice # 30046280
Customer ID 6T10230
PO #
Subsidiary Iron Mountain Digital
For the Month of Aug 2009
Currency US Dollar
E-Mail Address jdamron@taylorbean.c...

All payments should be forwarded to the following address:

Iron Mountain Information Management, Inc. P.O. Box 27128, New York, NY 10087-7128

Make Your Payment Online at: <https://payments.ironmountain.com>

Tel: 508-808-7800 Fax: 508-229-2401
Email address for invoice inquiries: IMDigitalBilling@ironmountain.com
IMD, 120 Turnpike Rd, Southborough, MA 01772

Description	Name	Activation	Termination	UOM	Clng Qty	MMC	Rate	Amount
LiveVault 6 - 30 D Policy	LBAPP2	3/30/2008		GB's	1		9.05	9.05
LiveVault 6 - 30 D Policy	lbwics01	3/8/2008		GB's	92.42		9.05	836.40
Total Recurring Services Cost				Other	1	725.00	0.00	845.45
LiveVault MMC								0.00
**** Subtotal **** The Larger of MMC or Total Recurring Services Cost >>								845.45
**** Subtotal **** Other Charges								0.00
Connected SV Subscription Service				Server	1		200.00	0.00
Total Recurring Services Cost				Other	1	200.00	0.00	200.00
Connected MMC								0.00
**** Subtotal **** The Larger of MMC or Total Recurring Services Cost >>								0.00
**** Subtotal **** Other Charges								0.00
**** Subtotal ****								0.00

Total \$845.45

Memo

These commodities, technology, or software were exported from the United States in accordance with Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



DIGITAL MASTER SERVICES AGREEMENT

This Digital Master Services Agreement ("Agreement") by and between Iron Mountain Information Management, Inc., having principal offices at 745 Atlantic Avenue, Boston, Massachusetts, 02111 ("Iron Mountain") and the customer identified below ("Customer"). Iron Mountain and Customer may be collectively referred to as "Parties" and/or individually as "Party."

BY SIGNING BELOW, CUSTOMER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO ANY TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER.

CUSTOMER: TAYLOR BEAN & WHITAKER	IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
Individual Signing: (print name) Christopher McDavid	Individual Signing: (print name) John Belvin
Signature:	Signature:
Title: CIO	Title: VP. SALES P.S.
Signing Date:	Signing Date: 3-13-2008

CUSTOMER ADDRESS FOR NOTIFICATIONS: IT OPERATIONS 1417 N. MAGNOLIA DRIVE OCALA, FL 34470	IRON MOUNTAIN INFORMATION MANAGEMENT, INC. ADDRESS FOR NOTIFICATIONS: 120 Turnpike Road Southborough, Massachusetts 01772 Att: Vice President of Operations
---	---

(Remainder of page intentionally left blank)



DIGITAL MASTER SERVICES AGREEMENT

In consideration of the promises and covenants contained herein the Parties agree to the following:

1. Definitions.

"Agent" shall mean the software described in the applicable Schedule(s) for PC and/or Laptop Seats or Protected Servers.

"Authorized Contact(s)" shall mean named individuals trained in the use of Services identified on the applicable schedule and/or by Customer as having security authorization to contact Iron Mountain's Customer Support Department to report problems and seek assistance in the use of the Services.

"Customer" means the legal entity specified on the Schedule(s), which shall include any subsidiary, division and/or affiliate in which Customer has a fifty (50%) percent or greater equity interest and/or control of a majority of the voting rights.

"Documentation" means the applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Services provided by Iron Mountain.

"Gigabyte" and/or "GB" mean one thousand and twenty-four (1,024) Megabytes.

"Maintenance Services" means the maintenance service in support of the Services purchased by the Customer commencing and terminating as further described as in the applicable Schedule(s).

"Product" means any hardware device(s) (ie. TurboRestore Appliance) as described in the applicable Schedule(s).

"Protected Dam" means the amount of data under protection by the Service as selected by Customer and measured on Customer's Protected Server(s) and/or PC/Laptop(s).

"Protected Server(s) and/or PC/Laptop(s)" means any server or PC/Laptop Seats designated by Customer, at any time, under this Agreement as being assigned to the Service.

"Seat(s)" means those individual PC/Laptop Agents that store and/or accesses data by utilizing the Service.

"Service(s)" means the applicable Subscription or Managed services and/or professional services as further described in a Schedule(s) attached hereto.

2. License Grant & Restrictions.

2.1 License Grant. Iron Mountain hereby grants to Customer and Customer accepts, a limited, nonexclusive, non-transferable license to (i) install the Agent on Customer's computer systems/network equal to the number and type of Agents described in the applicable Schedule(s); (ii) use said Agent in object-code/executable form only for the Customer's internal business needs; (iii) use the Documentation to support the use of the Services; and (iv) make a commercially reasonable number of copies of the Agent in object-code/executable form only, for nonproductive backup purposes; provided, however, that Customer reproduces and includes all of Iron Mountain's copyright notices and proprietary legends on each such copy.

2.2 Restrictions. Customer specifically agrees to limit the use of the Agent, Product and/or Services to those specifically granted in this Agreement. Without limiting the foregoing, Customer specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Agent or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Agent; (iii) use the Agent or Product to (a) infringe on the intellectual property rights of any third Party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) vault defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (d) vault obscene, pornographic or indecent data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (iv) use the Services in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; (v) use a total number of licenses in excess of the total Agents allocated to Customer as specified in the applicable Schedule(s); and/or (v) file copyright or patent applications that include the Agent or any portion thereof.

2.3 License to Use Product. Iron Mountain owns all right, title and interest to the Product. Customer's interest is a possessory only, and no right, title, or interest in or to the Product is passed to Customer. Effective upon delivery, Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the Product, except for normal wear and tear. The Product shall remain the property of Iron Mountain and will not become a fixture or realty.

3. Maintenance and Support Services.

3.1 Error Correction. Iron Mountain shall be responsible for using commercially reasonable diligence to correct verifiable and reproducible errors when properly reported to Iron Mountain. The error correction(s), when completed, may be provided in the form of a "temporary fix," which shall consist of sufficient programming and operating instructions to implement such error correction(s).

3.2 Customer and Technical Support. Iron Mountain shall maintain a customer service hotline for the Authorized Contact(s) to report problems and seek assistance in the use of the Service and/or Agent. Iron Mountain shall maintain an email response system that permits Customer to report problems and seek assistance in use of the Service and/or Agent via email.

4. Prices and Payment.

4.1 Prices. Prices for Services, Product, and/or Professional Services shall be the prices set forth in the applicable Schedule(s) ("Fees"). All Fees are exclusive of sales, use, value-added or other excise tax; however designated or levied, and therefore, are subject to an increase in an amount equal to any tax Iron Mountain may be required to collect or pay (excluding taxes on its income). No credits shall be made except as provided in Section 10.3, "Termination for Convenience".

4.2 Payment. All invoices shall be due and payable in US Dollars within thirty (30) calendar days after invoice date. Iron Mountain may impose late charges on overdue payments at a rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate legally permitted by law, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorneys' fees. Iron Mountain may decline to



make any shipments or provide services if, in Iron Mountain's reasonable opinion, circumstances exist which raise doubt as to Customer's ability or willingness to pay as provided herein. Upon default by Customer, Iron Mountain shall have other rights and remedies as may be provided by law.

4.3 Taxes. Customer shall be liable for payment of all taxes (including but not limited to all taxes, assessments, duties, tariffs, imports, permits sales, use, excise, import, export, value-added, or other similar tax, duty or fee) that are levied upon and related to the performance of obligations or exercise of its rights under this Agreement. Iron Mountain may be required to collect and remit taxes from Customer, unless Customer provides Iron Mountain with a valid tax exemption certificate. Iron Mountain will invoice Customer for all such taxes based upon this Agreement or on Services and/or Products provided hereunder. In no event will either Party be responsible for any taxes levied against the other Party's net income.

5. Intellectual Property & Protections.

Iron Mountain shall have sole and exclusive ownership of all right, title, and interest in and to the Agent, Product, Services, Documentation and all copies thereof including all derivations, modifications and enhancements thereto (including but not limited to ownership of all intellectual property rights). This Agreement does not provide Customer with title or ownership of the Product, Agent, Services and/or Documentation, but only a right of limited use. Customer agrees to inform Iron Mountain immediately of any infringement or other improper action with respect to Iron Mountain's intellectual property as stated herein, or the intellectual property rights therein of Iron Mountain's suppliers that comes to Customer's attention.

6. DATA DISCLAIMER

CUSTOMER EXPRESSLY RECOGNIZES THAT IRON MOUNTAIN DOES NOT CREATE, OPERATE, CONTROL OR ENDORSE ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS PROCESSED BY THE AGENT, PRODUCT, OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED. IRON MOUNTAIN DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR ENDORSEMENT TO CUSTOMER OR ANY THIRD PARTY, WHATSOEVER, WITH REGARD TO ANY DATA, INFORMATION, PRODUCTS OR SERVICES PROVIDED IN CONJUNCTION HERewith, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; AND/OR (iii) NON-INFRINGEMENT. IRON MOUNTAIN SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY LOSS OF DATA.

7. Warranties.

7.1 General Warranty. Subject to Customer's compliance with all of Customer's material obligations in this Agreement, Iron Mountain warrants and represents that (i) it has the right, power and authority to license the Agent upon the terms and conditions of this Agreement; (ii) the Agent is materially free of potentially damaging programming errors with reference to data, programs and systems software; (iii) the media upon which the Agent is stored is materially free from defects in materials, design and workmanship for ninety (90) calendar days from initial shipment date; and (iv) it shall conform with the privacy statement in Section 13.9, "Privacy". To

the best of Iron Mountain's knowledge, the Agent does not contain any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, software lock (other than a lock for limiting the number of end-users to the number purchased under this Agreement), drop-dead device, malicious logic, worm, Trojan horse, error, defect or trap door that is capable of deleting, disabling, deactivating, interfering with, or otherwise harming the Agent, Customer's databases or hardware, data, or computer programs or codes, or that is capable of providing access or produce modifications ("General Warranty"). If such a General Warranty claim is made or appears possible, Iron Mountain may, at its option, secure for Customer the right to continue to use the Agent, modify or replace the Agent so it is non-infringing, or, if neither of the foregoing options is available, in Iron Mountain's reasonable judgment, Iron Mountain may require Customer to return the Agent for a refund or credit, at Iron Mountain's option, equal to the portion of previously paid Fees allocable to the remaining Term as specified in the Schedule(s).

7.2 Professional Services Warranty. The parties agree that "Professional Services" mean installation and/or training services performed by Iron Mountain's personnel and/or agents for the benefit of Customer. Iron Mountain warrants that all Professional Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Professional Services Warranty"). Customer's remedy for a breach of the Professional Services Warranty shall be, at Iron Mountain's option, either to (a) re-perform such professional services and/or training, or (b) provide Customer a refund for the allegedly defective Professional Services. Such remedy shall only be available if Customer notifies Iron Mountain in writing within ninety (90) calendar days of the completion of such Professional Services.

7.3 Warranty Exclusions & Exclusive Remedy. The warranties stated herein shall not include or extend to (i) any improper use, operation or neglect of the Agent, Product, and/or Services; (ii) unauthorized modification of the Agent, Product, and/or Services or the merger of the Agent (in whole or part) with any other software or equipment by Customer not previously approved by Iron Mountain; (iii) any material breach by Customer of its obligations under this Agreement; or (iv) use of the Agent, Product, and/or Services for any purpose not set out in the Documentation and/or Section 2, "License Grant & Restrictions." All remedies stated in this Section 7, "Warranties" are Customer's sole and exclusive remedy and shall be Iron Mountain's entire liability in contract, tort, or otherwise.

7.4 Ownership Warranty. Customer warrants that it (i) shall conform with the privacy statement set forth in Section 13.9, "Privacy"; and (ii) is the owner or legal custodian of the data transmitted to Iron Mountain pursuant to the terms of this Agreement and that it has full authority to vault and transmit said data, and direct its disposition according to the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable attorneys' fees) by reason of Iron Mountain's complying with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of data stored by Customer with Iron Mountain.

8. Limitation of Liability; Exclusion of Consequential Damages.

8.1 NO FURTHER WARRANTIES. EXCEPT AS SPECIFIED IN SECTION 7, "WARRANTIES," IRON MOUNTAIN SHALL HAVE NO LIABILITY FOR THE AGENT, PRODUCT AND/OR ANY SERVICES PROVIDED IN FURTHERANCE OF THIS AGREEMENT; IRON MOUNTAIN MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY



OTHER COMMUNICATION; AND IRON MOUNTAIN SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

8.3 LIMITATION OF LIABILITY. IRON MOUNTAIN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DUE TO IRON MOUNTAIN'S FAILURE TO USE REASONABLE CARE. IF IRON MOUNTAIN IS FOUND LIABLE, THE AMOUNT OF IRON MOUNTAIN'S MAXIMUM LIABILITY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO IRON MOUNTAIN WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES. IF THE DATA TRANSMITTED IS INSURED BY CUSTOMER, THE CUSTOMER SHALL CAUSE ITS INSURERS OF SUCH DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST IRON MOUNTAIN.

8.4 ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

8.5 Shipping Media. Iron Mountain may transport Customer's data on media with a common carrier. Customer shall look solely to the common carrier for any loss, destruction of, or damage to, or misuse of data while the data is in the custody of the common carrier. Customer further understands and agrees that should a loss of media or data occur (or unauthorized access to data contained within the media) during shipping with the common carrier so designated and Customer is required to disclose, or issues a press release, regarding such loss, Customer shall identify such third-party transportation carrier (and not Iron Mountain) in any subsequent disclosure pertaining to such loss.

8.6 Customer Environment. Iron Mountain shall bear no liability to Customer or any third party resulting from Customer's decision not to implement any reasonable change to Customer's technical environment that supports the Service that may be advised by Iron Mountain in writing; and Customer shall hold Iron Mountain harmless from and against any suit or proceeding (including reasonable attorneys' fees) brought against Iron Mountain arising directly from such a failure to provide the necessary access and/or support for Iron Mountain to implement any such change. Further, Customer agrees to inform Iron Mountain of any Customer system change that may reasonably be expected to affect Iron Mountain's ability to provide the Service.

9. Indemnification.

If a third party claims that the original, unaltered, unmodified Agent infringes any U.S. patent, copyright or trade secret, Iron Mountain will (as long as Customer is not in material default under this Agreement) indemnify, defend and hold Customer harmless against such claim at Iron Mountain's expense and pay all damages that a court finally awards, provided that Customer promptly notifies Iron Mountain in writing of the claim, allows Iron Mountain to control the defense or any related settlement negotiations and cooperates with Iron Mountain in the defense of any claim, provided that Iron Mountain will not effect any settlement unless such settlement provides Customer with a full release. If such a claim is made or appears possible, Iron Mountain may, at its option, secure for Customer the right to continue to use the Software, modify or replace the Agent so it is non-infringing, or, if neither of the foregoing options is available, in Iron Mountain's reasonable judgment, require Customer to return the Agent for a refund or credit, at Iron Mountain's sole option, equal to the portion of previously paid Fees allocable to the remaining term. However, Iron Mountain has no obligation for any claim based on a modified version of the Agent or the combination, operation, or use of the Agent with any software, product, data, or apparatus not provided by Iron Mountain. THIS PARAGRAPH STATES IRON MOUNTAIN'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT.

10. Term & Termination.

10.1. Term. The term of this Agreement shall commence on the date of Customer's signature and shall continue for two (2) years thereafter ("Initial Term"). Unless otherwise provided in the applicable Schedule, the Term will continue with automatic renewals for additional successive one (1) year terms, unless written notice of non-renewal is delivered by either Party to the other not less than ninety (90) calendar days prior to the expiration date of the then current term of this Agreement.

10.2. Termination. This Agreement and related licenses may be terminated by either Party upon thirty (30) calendar days' written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) day notification period. Notwithstanding the foregoing, Iron Mountain may terminate this Agreement should Customer materially breach any provision of Sections 2, "License Grant & Restrictions," 4, "Prices & Payment," 5, "Intellectual Property & Protections," and 11, "Confidentiality" after providing written notice and a thirty (30) day right to cure. Customer agrees upon any termination to promptly return any Product and to destroy the Agent, together with all copies in any form. Termination of this Agreement does not relieve Customer of any outstanding payments due or any liability arising prior to termination.

10.3 Termination for Convenience. If the Agreement is terminated early by Customer for reasons other than Iron Mountain's material breach of the Agreement, Customer shall pay in advance before final data transmission the monthly average of the last six (6) months of invoices multiplied by the lesser of: (a) six (6) or (b) the number of months remaining in the Agreement for monthly payment plans. Customer shall not terminate this Agreement for convenience if an annual pre-paid payment plan has been selected until the pre-paid period has expired. Subsequent to expiration of the pre-paid period, Customers with pre-paid annual payment plans, and the Agreement is terminated early by Customer for reasons other than Iron Mountain's material breach of the Agreement; Customer shall pay in advance before final data transmission the lesser of: (a) fifty percent (50%) of the annual pre-paid



amount or (b) the pro-rated amount owed for the remaining Term of the Agreement.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any proprietary, confidential and/or trade secret information of the disclosing party and/or others possessed by the disclosing party relating to, among other things, the disclosing party's products, technology, specifications, manufacturing methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples or facilities).

11.2 Confidential Disclosure. Confidential Information disclosed in documentary form shall be stamped "Confidential Information" or in some other manner clearly indicating that it is confidential or proprietary. The disclosing party must confirm by written notice to the receiving party within thirty (30) calendar days of disclosure that Confidential Information disclosed orally, visually or in any other non-documentary form is "Confidential Information." Notwithstanding the foregoing, the following shall be considered Confidential Information if disclosed orally or in writing by either Party during discussions concerning the business relationship: (i) all inventions, discoveries, know-how, techniques, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs, products, computer programs, improvements and developments which have not been generally available to the public; (ii) all client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the Parties including, without limitation, information relative to customers, suppliers or other Parties with which a Party has a business relationship, samples, sketches, bulletins, correspondence, company forms and records (including financial statements and product specification sheets), information concerning sources of supply, cost of manufacture and sale and applications of equipment, whether or not published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; and (iii) any of the foregoing information developed by or proprietary to clients or customers of either Party.

11.3 Exclusions. Confidential Information shall not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of the receiving party's violation of this Agreement; (c) was in the receiving party's possession when disclosed and was not acquired directly or indirectly from the disclosing party; (d) is shown by written evidence to have been developed by the receiving party independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the disclosing party.

11.4 Disclosure & Care. The receiving party: (i) will not disclose Confidential Information (except to its employees or to potential suppliers or subcontractors which have signed a nondisclosure agreement), and will otherwise comply with the

Receiver's obligations under this Agreement; (ii) will not use Confidential Information except for the purposes contemplated by this Agreement; (iii) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances; and (iv) will make copies of Confidential Information only as needed for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of the disclosing party, or shall have markings supplied by the receiving party.

12. Subpoena.

Iron Mountain is authorized to comply with any subpoena or similar order related to the data in its possession, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges as set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.

13. General Provisions.

13.1 Entire Agreement; Integration. This Agreement and all Schedule(s) and Exhibits hereto represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. No modification of this Agreement shall be effective unless in writing and signed by both Parties. All additional or conflicting terms and conditions presented with or in any communication, including but not limited to Customer's purchase order ("P.O."), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed null and void.

13.2 Notices. All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand, (ii) postage prepaid certified or registered first-class mail with return receipt requested, or (iii) facsimile. Notices shall be sent to the address of the other Party set forth on the signature page of this Agreement or to such other address as either Party may specify in accordance with this Section, and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission.

13.3 Force Majeure. Neither Party shall be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, governmental intervention, or other acts of God, or any other causes beyond such Party's reasonable control.

13.4 Relationship with Third Parties. No Customer, end user or other person or entity not a Party to this Agreement shall be considered a third party beneficiary of this Agreement.

13.5 Severability & Survival. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. The following provisions shall survive any termination of this Agreement: Sections 2, "License Grant & Restrictions"; 4, "Prices & Payment"; 5, "Intellectual Property & Protections"; 6, "Data Disclaimer"; 8,



"Limitation of Liability; Exclusion of Consequential Damages"; 9, "Indemnification"; 11, "Confidentiality"; and 13, "General Provisions."

13.6 Assignment. This Agreement may not be assigned by either Party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may not assign this Agreement to a direct competitor of Iron Mountain. This Agreement binds the Parties, their respective participating subsidiaries, affiliates, successors and permitted assigns.

13.7 Applicable Law. This Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts, USA, without reference and/or regard to its conflicts of laws principles. Each Party hereby submits to the exclusive jurisdiction of the courts of Massachusetts and hereby waives any objections to venue with respect to actions brought in such courts.

13.8 Export Restrictions. Customer acknowledges that the Product, Software and/or Services are subject to United States export control laws. Customer shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Product, and/or Software Products to any country in violation of such restrictions or any country that may be subject to an embargo by the United States. Both Parties specifically agree that the U.N. Convention on the International Sale of Goods shall not apply to, and all action performed in furtherance of, this Agreement.

13.9 Privacy. In general, Customer is a Data Controller, and Iron Mountain is a Data Processor, of Personal Data under the terms of the generally applicable privacy and/or data protection acts. Customer hereby provides instructions to Iron Mountain as to how Iron Mountain shall process any such Personal Data submitted to it. If Personal Data is contained in any data transmitted by Customer to Iron Mountain, Customer shall indicate the identity of the applicable country(ies) from which such Personal Data originated so that Iron Mountain may ensure compliance with the applicable privacy and/or data protection acts. Customer shall update Iron Mountain, from time to time, in accordance with the notice provisions set forth in this Agreement. If Customer does not indicate the country of origin, then Customer hereby declares and represents that all Personal Data originates from the United States. Each Party warrants that it shall comply with its respective Data Controller and Data Processing obligations as defined by the applicable privacy laws and/or data protection acts; provided, however, that if Customer intends to submit any of the following, Customer must provide Iron Mountain with no less than thirty (30) calendar days' advance written

notification so that Iron Mountain may: (i) confirm compliance; (ii) achieve compliance; and/or (iii) refuse acceptance of such Personal Data if Iron Mountain is not capable of achieving compliance by virtue of the terms of the applicable privacy laws and/or data protection acts (i.e., any prohibitions against export in the case of electronic data transfers or similar such items). Sensitive Personal Data may require special jurisdictional filings in certain countries and Personal Data that is submitted by Customer from locations outside the jurisdictions where Iron Mountain is currently conducting business may require notice in order that Iron Mountain may ensure compliance with applicable privacy and/or data protection laws. If Customer transmits Sensitive Personal Data to Iron Mountain, then Customer represents and warrants to Iron Mountain that Customer is entitled to do so. Capitalized terms set forth in this Section that are not defined in this Agreement shall have the meaning as defined in the applicable privacy and/or data protection acts and, as used herein, are intended to be so defined.

13.10 Affiliates. Certain lines of service may be performed by an affiliate of Iron Mountain. In such event, such affiliate will perform such service as a subcontractor to Iron Mountain. The subcontracting entity may invoice Customer directly, but Iron Mountain will remain liable for all services performed for Customer.

13.11 Government End-User Notice. The Agent is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

13.12 Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

13.13 Headings. All headings used herein are for convenience of reference only and shall they in any way affect the interpretation hereof. If there is any conflict between this Agreement, Schedule and any Exhibit, the order of precedence shall be that this Agreement shall supersede, then the Schedules hereto, and then the Exhibits.

{End of Terms and Conditions.}



Schedule A – Iron Mountain's LiveVault® Service

This Schedule A is made part of the applicable Digital Master Services Agreement or Electronic Vaulting Service Agreement between Iron Mountain Information Management, Inc. ("Iron Mountain") and Taylor Bean & Whitaker, ("Customer") (the "Agreement").

The pricing of this Schedule A shall commence on the date of Customer's signature on the Agreement or, if later, the date of Customer's signature located on this Schedule. The term of this Schedule shall run concurrently with the Agreement. This Schedule A supersedes and terminates any prior Schedule for the same type of Products and/or Services that exists between Iron Mountain and Customer associated with the Products and/or Services described below.

Pricing contained within this Schedule A is valid for acceptance by Customer until February 29th, 2008. Customer's acceptance shall be indicated by Customer's execution of this document.

1. Definitions.

- a. **Price per Gigabyte ("PPG"):** is the monthly fee per GB per month for each Plan as shown in Section 4, "Pricing Table" below.
- b. **Minimum Monthly Dollar Commitment ("MMDC") for monthly plans:** is the minimum fee Customer agrees to pay each calendar month. Each calendar month, the total monthly service cost is calculated and compared to the MMDC. If the total monthly service cost is less than the MMDC, the MMDC will be the fee Customer is charged for the calendar month.

2. Service Description.

LiveVault® Service provides Internet-based backup services for Customer-selected data ("Customer Data") on server platforms and restore or recovery of that Customer Data upon request. Backups will occur either continuously, or upon a custom schedule set by Customer using the administrative function of the LiveVault Service. Iron Mountain retains two (2) secured copies of Customer Data for the set retention period for so long as this Schedule is in effect. Customer is required to install software on Customer's targeted server(s) at Customer's expense (the "Agent").

Restore/Recovery:

- Free Internet-based restores based upon Customer request. The completion of the Restore/Recovery will depend on Customer's Internet connection speed, data change rates, and the total amount of Customer Data requested. Should Iron Mountain, as part of its monitoring function, observe any unusual, abnormal, or excessive number of restore requests, Iron Mountain reserves the right to require Customer to modify its procedures and behavior in this area.
- Optional NAS-based restores are available for an additional fee (outlined below). In most cases this will be available for shipment within one (1) business day of receipt of the request from Customer.

Monitoring: Staffed monitoring during normal business hours; automated pager-alert system deployed for off-hours.

Historic Data Protection: For those customers using the continuous backup configuration, historic images of Customer Data are retained based on one of the following retention periods as selected by Customer during configuration.

- **30-Day Continuous Backup Service:** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Customer Data. Iron Mountain will hold the daily backups for thirty (30) calendar days. Customer may initiate restore requests from any of these data sets.
- **1-Year Continuous Backup Service:** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Customer Data. Iron Mountain will hold the daily backups for thirty (30) calendar days and copies from the end of each calendar month for the past twelve (12) months. Customer may initiate restore requests from any of these data sets.
- **7-Year Continuous Backup Service:** The Service takes fifteen (15) minute incremental backup copies [dependent upon size and change rate to file(s)] of Customer Data. Iron Mountain will hold the daily backups for thirty (30) calendar days, copies from the end of each calendar month for the past twelve (12) months, and copies from the end of each calendar quarter for the past twenty-eight (28) quarters. Customer may initiate restore requests from any of these data sets.

TurboRestore Appliance ("Product"): If Customer selects Services that require a Product to be installed on-site at Customer, the Product will remain the property of Iron Mountain. Customer shall provide, at no cost to Iron Mountain,



adequate security to protect the Product from theft, loss, damage, or misuse. Iron Mountain reserves the right to replace the Product for maintenance or other service related purposes. Upon receiving a new Product, Customer shall be responsible for packing, shipping and handling of the original Product for return to Iron Mountain at Customer's expense within two (2) business weeks (a business week represents five (5) business days). The following charges will apply for delayed returns, lost or stolen Product(s).

Delays over two (2) business weeks

\$750 per business week, rounded to the closest business week

Lost/Damaged Product(s)

One time Fee of \$1,500 per Product

Customer shall be responsible for returning Products to Iron Mountain in good working condition upon termination of the services. Customer shall obtain from its landlord (and/or any relevant entity) such agreement(s) as may be reasonably necessary to allow Iron Mountain the right to enter Customer's premises and access and/or possess the Product in a timely manner.

3. Customer and Technical Support.

Customer Support: Customer Support is available 24 x 7 x 365 via the Iron Mountain Support Center for Priority Issue Resolution.

Priority Issue Resolution: Priority issues are defined as any event that occurs resulting in an interruption in the availability of the Service. Customer will receive a reply to the reported event or request for assistance within sixty (60) minutes of the event notification to Iron Mountain on a 24 x 7 x 365. Iron Mountain shall not be liable for Internet downtime.

Standard Issue Resolution: Standard issues are defined as any event that occurs that does not interrupt data protection but does interfere with using the Service. If Customer makes a request for assistance during normal hours of operation, Iron Mountain agrees to respond to such request within sixty (60) minutes of Customer notification to Iron Mountain. If Customer makes such request outside of Iron Mountain's normal hours of operation, Iron Mountain agrees to respond to Customer by the next business day following notification of Customer to Iron Mountain.

Normal Business Hours: Normal business hours of operation are 8:00 a.m. to 6:00 p.m. Eastern Time Monday to Friday, excluding holidays.

Authorized Contacts & Training: For security purposes, Customer shall provide at all times a minimum of two (2) Authorized Contacts for every fifteen (15) Protected Servers licensed or per Customer site. The Customer shall provide to Iron Mountain and keep current the phone numbers and email addresses of all such Authorized Contacts. The Authorized Contacts shall be the sole contacts for all communications between the Customer and Iron Mountain's Technical Support Department, until the reported problem is resolved. In the event the number of Authorized Contact(s) drops below the required minimum, Customer shall notify Iron Mountain within fifteen (15) calendar days and shall have ninety (90) calendar days to replace such Authorized Contact(s).



IRON MOUNTAIN®

4. Pricing

Taylor Bean & Whitaker				
Select Currency				
USD ▼				
Service Plans & Pricing				
Length of Contract (In Years):	3 Years			
Base Gigabytes:	Service Plan			Total
	30 day	1 year	7 year	
	0	0	50	
Price Per GB (PPG):	Monthly Price Per GB (PPG)			Total
	30 day	1 year	7 year	
	\$9.05	\$11.35	\$14.50	
PPG based on above Number of Gigabytes.				
Estimated Monthly Amounts:	\$0	\$0	\$725	\$725
Turbo Restore Appliances (TRA):	0 TRAs			
Price Per TRA (PPT):	.50 PPT			
PPT based on above Number of Appliances.				
Monthly Pay Service Plan				
H40-M2-725	Minimum Monthly Commitment (MMC)			\$725
MMC does not include monthly TRA charges.				
Monthly Pay TRA Plan				
Monthly Charge for Turbo Restore Appliance(s)				\$0
Annual Prepaid Plans are not available for Turbo Restore Appliances.				
Annual Prepaid Service Plan				
H40-P2-725	Annual Prepaid Cost (based on MMC only)			\$8,700
Select Payment Plan				
Monthly Pay Plan ▼				



Monthly Pay Plans: Monthly Pay Plans are billed in arrears. Charges are based upon the peak amount of Customer Data under protection at any time during the monthly billing cycle, increased to the nearest full GB, for each Protected Server for each of the Plans shown in the Pricing Table herein. Charges for a Protected Server that is added or deleted within a month are prorated for the number of days in the month that the Protected Server was subscribed to the Service. Charges are based on a minimum of one (1) gigabyte per Protected Server(s).

Upgrades: Upgrades with higher financial commitment levels that provide lower per GB prices, are permitted at any time, but will be effective the first day of the following calendar month. Upgrades of Annual Prepaid Plans include a prorated credit for any unused portion of the smaller plan.

Additional Protected Servers: Customer may add Protected Servers to the Service at any time. Charges are based upon the peak amount of Customer Data under protection at any time during the monthly billing cycle, increased to the nearest full GB, for each Protected Server for each of the Plans shown in the Pricing Table herein. Charges for a Protected Server that is added or deleted within a month are prorated for the number of days in the month that the Protected Server was subscribed to the Service. Charges are based on a minimum of one (1) gigabyte per Protected Server(s).

Invoicing: Customer Invoicing will be sent via email.

Network Attached Storage (NAS) Restores: NAS Restores shall be provided upon Customer request for a charge of three thousand US Dollars (\$3,000) per request. If a request requires multiple NAS devices, then the total fee shall include an additional charge of three thousand US Dollars (\$3,000) for each extra NAS device. This charge includes a two (2) week rental of the NAS device, commencing upon date of shipment. An additional rental fee shall be charged to Customer in the event the furnished NAS device is not returned to Iron Mountain by the expiration of the two (2) week rental period, at the flat rate of five hundred US Dollars (\$500) for each additional thirty (30) day period or portion thereof. Iron Mountain has no responsibility to arrange for return shipment.

Prices: Prices and/or rates shall remain fixed for the Initial Term of the Agreement and thereafter may be changed by Iron Mountain at any time upon thirty (30) days written notice.

CUSTOMER: TAYLOR BEAN & WHITAKER	IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
Individual Signing: (print name) Christopher McDaniel	Individual Signing: (print name) Don Sullivan
Signature: 	Signature:
Title: CIO	Title: V.P. Sales R.S.
Signature Date:	Signature Date: 3-13-2008



June 14, 2010

VIA OVERNIGHT MAIL

BMC Group, Inc.
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

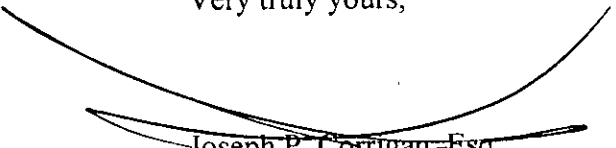
Re: In re Taylor, Bean & Whitaker Mortgage Corp., Ch. 11 Case No. 09-07047,
Bankr. Middle District of Florida (Jacksonville Division)

Dear Sir or Madam:

Enclosed for filing is the original and one copy of Iron Mountain Information Management, Inc.'s Proof of Claim as to pre-petition amounts owing in the above referenced bankruptcy case. Please file the original, date-stamp the copy, and return the copy to me in the enclosed self-addressed stamped envelope.

Should you have any questions or need anything further, please do not hesitate to contact me.

Very truly yours,


Joseph P. Corrigan, Esq.
Corporate Counsel
Tel: 617.535.4744
Fax: 617.451.0409
Email: joseph.corrigan@ironmountain.com

Enclosures

Scanned: 6/15/2010-12:40:33 PM