

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 03-E-0106

**In the Matter of the Liquidation of
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL
OF CONTRACT WITH IRON MOUNTAIN**

Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of the Home Insurance Company ("Home"), hereby moves that the Court enter an order in the form submitted herewith approving a contract ("Contract") between the Liquidator and Iron Mountain Information Management, Inc. ("Iron Mountain"). The Contract is subject to approval by the Court. Contract ¶ 26. A copy of the Contract is attached as Exhibit A. As reasons therefor, the Liquidator states as follows:

1. Iron Mountain provides record management services. It currently stores approximately 160,000 cartons of documents with respect to Home for the Liquidator. Home's relationship with Iron Mountain is of long standing and is currently governed by a ten-year contract executed by Home in 1996. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Approval of Contract with Iron Mountain ("Bengelsdorf Aff.") ¶ 3.
2. The 1996 contract between Iron Mountain and Home expires on November 30, 2006. It is essential that the Liquidator renew this contract in order to maintain the efficient storage of information necessary to the liquidation of Home. The Liquidator is conscious of the continuing cost of this storage and is working to manage that cost. Renewing the Iron Mountain arrangement is one such way of managing this cost. The Liquidator has considered other vendors but concluded that the expense associated with changing vendors and relocating the 160,000 cartons would be exorbitant. Bengelsdorf Aff. ¶ 4.

3. The proposed Contract is for an initial term of five years renewable on the same terms and conditions for an additional five years at the Liquidator's option. Contract ¶ 1. The storage rates in this contract reflect lengthy negotiations which focused on controlling storage expenses, which are estimated to represent approximately 75-80% of the total costs. The per cubic foot storage rates negotiated for this Contract are not significantly higher than those under the 1996 contract. The 1996 contract rates were initially \$0.10 per cubic foot and are now \$0.113. The new Contract rates begin at \$0.12 per cubic foot and rise to \$0.15 in 2013 (during the renewal term). Contract ¶ 2, Schedule A. The other cost components in the Contract are also slightly higher than those in the 1996 contract. The rates for management services and transportation are fixed for two years, and annual price adjustments thereafter are capped at three percent. Contract ¶ 2, Schedule A. The annual cost of the Contract in 2007 is estimated to be approximately \$575,000 based on the present volume of documents. As volume decreases over the life of the Contract, the total storage cost will decrease. Bengelsdorf Aff. ¶ 5.

4. Other than the cost elements, the Contract is not significantly different from the 1996 contract. Bengelsdorf Aff. ¶ 6.

5. The Liquidator submits that the Contract is fair and reasonable and that it is in the best interests of the liquidation and of the policyholders and other creditors of Home. Storage and management of documents is an integral component of the Home liquidation, just as it is part of any ongoing insurance business. Although the cost is substantial, the Contract and the continuance of Home's relationship with Iron Mountain represent the most cost-effective method of managing the documents. See Bengelsdorf Aff. ¶ 7.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion for Approval of Contract with Iron Mountain,
- B. Enter an Order in the form submitted herewith approving the Contract, and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER OF
INSURANCE OF THE STATE OF NEW HAMPSHIRE,
SOLELY AS LIQUIDATOR OF THE HOME
INSURANCE COMPANY,

By his attorneys,

KELLY A. AYOTTE
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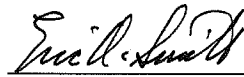


J. David Leslie
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November 16, 2006

Certificate of Service

I hereby certify that a copy of the foregoing Motion for Approval of Contract with Iron Mountain, the Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator and the Proposed Order Approving the Contract were sent, this 16th day of November, 2006, by first class mail, postage prepaid to all persons on the attached service list.



Eric A. Smith

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of the Liquidation of
The Home Insurance Company
Docket No. 03-E-0106

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CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

New York Metro

P.O. Box 477

Port Ewen, NY 12466

Contract Effective Date:

December 1, 2006 * Subject to Section 26 of the Agreement

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number: NZUR, NZUR2, NZUR5, D7065, NH080, L4296, NZU15

NAICS Code:

Branch/District Cost Ctr. No.:

CUSTOMER: Roger A. Sevigny, Commissioner of Insurance, State of New Hampshire, in his capacity as Liquidator of The Home Insurance Company			BILLING ADDRESS (If Different):		
Street Address: 59 Maiden Lane			Street or Box No.:		
City: New York	State: NY	Zip + 4: 10038	City:	State:	Zip + 4:
Primary Contact and Title: Peter A Bengelsdorf, Special Deputy Liquidator			Billing Contact:		
Telephone: 212-530-3741		Fax: 212-530-6143	Telephone:		Fax:
E-mail: peter.bengelsdorf@hominco.com			E-mail:		

Iron Mountain Information Management, Inc. ("Company" or "Iron Mountain") will perform the services described on schedule(s) annexed to this Agreement, ("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 the terms and conditions set forth herein and in any Schedule. In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may potentially be of interest to customers and similar information, Iron Mountain will, if an e-mail address is included above, add Customer to Iron Mountain's informational mailing list to receive newsletters and communications periodically through e-mail, electronic transmission or postal delivery. Upon Customer's receipt of the first such communication, in the event Customer elects not to receive subsequent newsletters and communications from Iron Mountain, Customer may "unsubscribe."

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy 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 hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited 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") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to provide replacement of media for which liability is limited to replacement cost rather than payment of 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: Roger A. Sevigny, Commissioner of Insurance, State of New Hampshire, in his capacity as Liquidator of The Home Insurance Company	IRON MOUNTAIN
Individual Signing: [print name] Peter A. Bengelsdorf	Individual Signing: [print name] JOHN ARNAO
Signature: 	Signature:
Title: Special Deputy Liquidator	Title: Vice President
Signing Date: 11/16/06	Signing Date: 11/16/06

Customer Agreement Dated November 16, 2006

By and Between

Iron Mountain Information Management, Inc. ("Company" or "Iron Mountain")

And

Roger A. Sevigny, Commissioner of Insurance State of New Hampshire

In His Capacity as

Liquidator of The Home Insurance Company ("Customer")

STANDARD 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 five (5) years after commencement. Upon expiration of the initial term, Customer may, at its option, elect to renew the Agreement on the same terms and conditions for an additional five (5) year term to commence on December 1, 2011 and continue through November 30, 2016. 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 of Customer's 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 Schedule A. Rates for management services and transportation shall remain fixed for the first two (2) years of the Agreement and, thereafter, upon thirty (30) days written notice, prices may be adjusted annually by Iron Mountain, not to exceed an increase of three (3) percent. Transportation surcharges may be applied and changed monthly without notice in accordance with fuel surcharge policy located at www.ironmountain.com/fuelsurcharge.
3. **Principal Records Services 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 commercial provider of the services covered by each Schedule. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges for the services to the standard list rates and charges.
4. **Authorization; Customer Instructions.** Deposits may be delivered 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/pick-up volumes, security, access and similar matters.
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 and prior to such compliance, 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 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 such Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, business and affairs of Customer that is furnished to Iron Mountain, except for information that was previously known to Iron Mountain free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by Iron Mountain 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

disclosed hereunder, Iron Mountain shall use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own confidential information, but in no case less than reasonable care.

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 limitation of liability. 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 common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common 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 damages 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, regardless of whether an action is brought in tort, contract or 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 direction. Except for those Deposits that Customer specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other Customer Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be 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 that loss, damage or destruction to part or all of the Deposits has occurred.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 14, and unless such action is commenced within the applicable statute of limitations.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to Customer. In the event notice of loss, damage or destruction is given by certified letter, 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.** Payment terms are net, thirty (30) days. 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 after providing Customer with ten (10) days prior written notice and opportunity to cure: (a) suspend service, (b) redeliver Deposits to Customer or (c) terminate this Agreement. 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 and 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. Upon default by Customer, Iron Mountain may securely dispose of Deposits upon ninety (90) days' notice to Customer. A final ten (10) day notice will be sent to Customer prior to securely disposing 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.
18. **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 the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by Customer with Iron Mountain.

19. **Restrictions on Stored Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All Customer's premises where Iron Mountain's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.
20. **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 to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to maintain inventory information for record-keeping purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
21. **Performance of Services by Affiliates.** Certain lines of service may be performed by an affiliate of Iron Mountain. In such event, the 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.
22. **Modifications to Add Customer Locations, Services.** In the event that Customer locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not change unless the parties so agree. Pricing adjustments for all Customer's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under Section 2, regardless of the dates when new locations or services are added. Any modification of Customer locations serviced or lines of services provided will be pursuant to an amendment of this Agreement or a Schedule.
23. **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 constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
24. **Medical Records.** If the Deposits include medical records, unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be 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. If Customer is a "covered entity" under the Health Insurance Portability and Accountability Act, Customer shall enter into Iron Mountain's standard Business Associate Agreement with respect to Deposits containing personal health information.
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 shall 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 Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby. Company shall use its best efforts to provide the utmost in quality records management services and storage in accordance with industry standards. On the effective date of termination, Company will deliver all deposited materials to Customer (F.A.S. Company loading dock) provided that all charges thereunder have been paid in full, including additional charges for removal from Company's facilities. Such additional charges for removal will be billed at the time of termination at the then current rate applicable to permanent withdrawal. Customer has the right to inspect and audit Company's records pertaining to Customer's business at any reasonable time. This Agreement is the sole and complete agreement between the Company and Customer and supersedes and replaces any prior agreements between Company and Customer. This Agreement shall be governed by the laws of the State of New Hampshire (without giving effect to conflict of law principles). If applicable law is in conflict with any part of this Agreement, this Agreement will be considered modified to conform with the law and the other provisions of the Agreement will not be affected.
26. **Court Approval.** This Agreement is conditioned, and shall only become effective, upon approval by the New Hampshire Superior Court, Merrimack County.

SCHEDULE A FOR RECORDS MANAGEMENT SERVICES

This Schedule A is made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and Roger A. Sevigny, Commissioner of Insurance State of New Hampshire in his capacity as Liquidator of The Home Insurance Company, (the "Customer").

Effective Date December 1, 2006 * Subject to Section 26 of the Agreement
District Name/Number New York Metro/N/02223
Customer Name Home Insurance
Customer Number NZUR, NZUR2, NZUR5, D7065, NH080, L4296, NZU15

STORAGE

Secure space for the storage of Deposits.

Description	Price	Per
Carton Storage 12/1/2006-11/30/2007	\$0.120	cubic foot
Carton Storage 12/1/2007-11/30/2008	\$0.125	cubic foot
Carton Storage 12/1/2008-11/30/2009	\$0.125	cubic foot
Carton Storage 12/1/2009-11/30/2010	\$0.130	cubic foot
Carton Storage 12/1/2010-11/30/2011	\$0.130	cubic foot
5 Year Renewal Option		
Carton Storage 12/1/2011-11/30/2012	\$0.140	cubic foot
Carton Storage 12/1/2012-11/30/2013	\$0.140	cubic foot
Carton Storage 12/1/2013-11/30/2014	\$0.150	cubic foot
Carton Storage 12/1/2014-11/30/2015	\$0.150	cubic foot
Carton Storage 12/1/2015-11/30/2016	\$0.150	cubic foot

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES

Services during normal business hours, Monday through Friday 8:00 AM to 5:00 PM, excluding holidays.

New Deposits (receiving and entry) – The receipt of additional Customer Deposits resulting in an increase to the Customer storage balance.

Description	Price	Per
Carton	\$1.05	carton

Retrievals/Refiles – The temporary retrieval of Deposits from, or return to, storage (Rush applies to retrievals only).

Description	Price	Per
Standard Carton	\$1.62	carton
Standard File from Carton	\$1.62	file
Rush Carton	\$1.62	carton
Rush File from Carton	\$1.62	file

Destruction – The preparation, documentation, and physical destruction of Deposits that are stored at Iron Mountain.

Description	Price	Per
Destruction by Shredding	\$2.52	carton plus retrieval

Permanent Withdrawal – The preparation, documentation, and permanent withdrawal of Deposits that are stored at Iron Mountain.

Description	Price	Per
Permanent Withdrawal	\$2.50	carton plus retrieval
Permanent Withdrawal- File	\$1.54	carton plus retrieval

Individual List – Data entry of file descriptions.

Description	Price	Per
Individual List	\$0.50	file

Miscellaneous Services

Description	Price	Per
Labor	\$38.00	hour
Service Minimum	\$7.96	transaction

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

TRANSPORTATION

Delivery

Next Day

\$29.45 per transportation visit, \$1.55 per carton.

Call by 3:00 PM for delivery next day by 5:00 PM

Emergency Visit (Rush)

\$155.13 per transportation visit, \$1.55 per carton.

Delivery within 4 hours of request

After Hours/Weekends/Holidays

\$214.78 per transportation visit, \$1.55 per carton.

Delivery within 4 hours of request

Pickup

Pickup/On Demand

\$29.45 per transportation visit, \$1.55 per carton.

On Demand Pickup must be scheduled within 48 hours of request.

COMPUTER AND REPORTING CHARGES

Included in the Customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup, reporting, or download fees, quoted by job scope.

ANCILLARY SERVICES

Facsimile Retrievals – The transmission of records requested as retrievals.

Description	Price	Per
Facsimile transmission	\$1.22	page

Photocopying Services – The duplication of records requested as retrievals.

Description	Price	Per
Photocopying	\$0.59	page

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.