

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

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

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

Roger A. Sevigny, Insurance Commissioner of 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 Second Amendment ("Second Amendment") to extend the Customer Agreement, as previously amended by the First Amendment (the "Contract"), between the Liquidator and Iron Mountain Information Management, LLC ("Iron Mountain"). A copy of the Second Amendment is attached as Exhibit 1. (The First Amendment is attached as Exhibit 2, and the original Customer Agreement is attached as Exhibit 3.) As reasons therefor, the Liquidator states as follows:

1. Iron Mountain provides record management services. It currently stores approximately 86,000 boxes of documents with respect to Home for the Liquidator. Home's relationship with Iron Mountain is of long standing, and it pre-dates 1996. The 1996 contract expired in 2006, and the Liquidator negotiated a Customer Agreement with Iron Mountain at that time. Exhibit 3. The Liquidator moved for approval of the Customer Agreement on November 17, 2006, and the Court approved it on December 1, 2006. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Approval of Second Amendment to Contract with Iron Mountain ("Bengelsdorf Aff.") ¶ 3.

2. The Customer Agreement had a five-year term, and it included an option to renew for a further five-year term. The Liquidator exercised that option in 2011 in the First

Amendment. Exhibit 2. The renewal term under the First Amendment will expire on November 30, 2016. The Liquidator has now negotiated a Second Amendment (Exhibit 1) to exercise an option under the First Amendment to extend the Contract for a five year term and to obtain an option for another five year term. The Second Amendment is subject to approval by the Court. See Customer Agreement, Terms and Conditions ¶ 26. Bengelsdorf Aff. ¶ 4.

3. 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. (The Liquidator has filed seven motions requesting authority to dispose of documents that are no longer useful, as provided by RSA 402-C:50. In accordance with the orders granting those motions, the Liquidator has disposed of over 88,800 boxes of documents during the course of the Home liquidation.) Renewing the Iron Mountain arrangement is another aspect of managing this cost. The Liquidator has considered other vendors but concluded that the expense associated with changing vendors and relocating the 86,000 remaining boxes would be exorbitant. See Bengelsdorf Aff. ¶ 5.

4. The proposed Second Amendment will exercise an option to extend the existing Contract for an additional term of five years, from 2016 to 2021, on the same terms and conditions as the existing Contract at the prices set forth on Schedule A to the First Amendment. Second Amendment § 1. It also provides the Liquidator with an option to renew for an additional five-year term from 2021 to 2026 on the same terms and conditions but with certain rate increases set forth on Schedule B to the Second Amendment. Second Amendment §§ 1, 2. Bengelsdorf Aff. ¶ 6.

5. The carton storage rates in the Second Amendment reflect negotiations which focused on controlling storage expenses, which are estimated to represent approximately 75-80% of the total costs, depending on the level of disposal activity. The per cubic foot storage rates for the initial term in the Second Amendment are the option rates set forth in Schedule A to the First Amendment. Second Amendment § 2. See First Amendment, Renewal Schedule A. The contract rate is now \$0.15 per cubic foot. It will rise to \$0.16 on December 1, 2016 and to \$0.17 on December 1, 2018. First Amendment, Renewal Schedule A at 1. The rates for the other service components (e.g., retrieval, transportation and destruction charges) will rise by 3% on December 1, 2017, December 1, 2019 and December 1, 2020. Id. Under the option for the 2021-2026 term, the carton storage rate will increase to \$0.18 on December 1, 2021, and then by 2% or 3% each of the remaining years of the term. Second Amendment § 2, Renewal Schedule B at A.1. The rates for the other service components will increase by 3% in the second, fourth and fifth years of the term. Id. Bengelsdorf Aff. ¶ 7.

6. The annual cost of storage under the Second Amendment in 2017 is estimated to be approximately \$371,000 based on the present volume of documents. As volume decreases over the life of the Second Amendment, the total storage cost is expected to decrease. Bengelsdorf Aff. ¶ 8.

7. Other than the cost elements, the arrangement with Iron Mountain under the Second Amendment does not differ from that under the existing Contract. Bengelsdorf Aff. ¶ 9.

8. The Liquidator submits that the Second Amendment 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 Second Amendment and the continuance of Home's relationship with Iron Mountain represent the most cost-effective method of managing the documents. See Bengelsdorf Aff. ¶ 10.

WHEREFORE, the Liquidator respectfully requests that this Court:

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

Respectfully submitted,

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

By his attorneys,

JOSEPH A. FOSTER
ATTORNEY GENERAL

J. Christopher Marshall,
NH Bar ID No. 1619
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3650



J. David Leslie
NH Bar ID No. 16859
Eric A. Smith
NH Bar ID No. 16952
Rackemann, Sawyer & Brewster P.C.
160 Federal Street
Boston, MA 02110
(617) 542-2300

October 20, 2016

Certificate of Service

I hereby certify that a copy of the foregoing Motion for Approval of Second Amendment to Contract with Iron Mountain, the Affidavit of Peter A. Bengelsdorf, and the Proposed Order was served this 20th day of October, 2016, by first class mail, postage prepaid to all persons on the attached service list.



Eric A. Smith
NH Bar ID No. 16952

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

In the Matter of the Liquidation of
The Home Insurance Company
Docket No. 217-2003-EQ-00106

SERVICE LIST

Lisa Snow Wade, Esq.
Orr & Reno
One Eagle Square
P.O. Box 3550
Concord, New Hampshire 03302-3550

Gary S. Lee, Esq.
James J. DeCristofaro, Esq.
Kathleen E. Schaaf, Esq.
Morrison & Foerster
1290 Avenue of the Americas
New York, New York 10104-0050

Robert A. Stein, Esq.
The Stein Law Firm, PLLC
One Barberry Lane
P.O. Box 2159
Concord, New Hampshire 03302-2159

David M. Spector, Esq.
Dennis G. LaGory, Esq.
Schiff Hardin LLP
6600 Sears Tower
Chicago, Illinois 60606

Michael Cohen, Esq.
Cohen & Buckley, LLP
1301 York Road
Baltimore, Maryland 21093

David H. Simmons, Esq.
Mary Ann Etzler, Esq.
Daniel J. O'Malley, Esq.
deBeaubien, Knight, Simmons,
Mantzaris & Neal, LLP
332 North Magnolia Avenue
P.O. Box 87
Orlando, Florida 32801

Martin P. Honigberg, Esq.
Suloway & Hollis, P.L.L.C.
9 Capitol Street
P.O. Box 1256
Concord, New Hampshire 03302-1256

Richard Mancino, Esq.
Willkie Farr & Gallagher, LLP
787 Seventh Avenue
New York, New York 10019

Joseph G. Davis, Esq.
Willkie Farr & Gallagher, LLP
1875 K Street, N.W.
Washington, DC 20006

Albert P. Bedecarre, Esq.
Quinn Emanuel Urguhart Oliver & Hedges LLP
50 California Street, 22nd Floor
San Francisco, California 94111

Jeffrey W. Moss, Esq.
Morgan Lewis & Bockius, LLP
One Federal Street
Boston, Massachusetts 02110

Gerald J. Petros, Esq.
Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
Providence, Rhode Island 02903

Christopher H.M. Carter, Esq.
Hinckley, Allen & Snyder LLP
11 South Main Street, Suite 400
Concord, New Hampshire 03301

Robert M. Horkovich, Esq.
Robert Y. Chung, Esq.
Anderson Kill & Olick, P.C.
1251 Avenue of the Americas
New York, New York 10020

Andrew B. Livernois, Esq.
Ransmeier & Spellman, P.C.
One Capitol Street
P.O. Box 600
Concord, New Hampshire 03302-0600

John A. Hubbard
615 7th Avenue South
Great Falls, Montana 59405

Paul W. Kalish, Esq.
Ellen M. Farrell, Esq.
Timothy E. Curley, Esq.
Crowell & Moring
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004-2595

Harry L. Bowles
306 Big Hollow Lane
Houston, Texas 77042

Gregory T. LoCasale, Esq.
White and Williams, LLP
One Liberty Place, Suite 1800
Philadelphia, Pennsylvania 19103-7395

Kyle A. Forsyth, Esq.
Commercial Litigation Branch/Civil Division
United States Department of Justice
P.O. Box 875
Washington, D.C. 20044-0875

W. Daniel Deane, Esq.
Nixon Peabody LLP
900 Elm Street, 14th Floor
Manchester, New Hampshire 03861

Joseph C. Tanski, Esq.
John S. Stadler, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, Massachusetts 02110

Steven J. Lauwers, Esq.
Michael S. Lewis, Esq.
Rath Young Pignatelli
One Capital Plaza
Concord, New Hampshire 03302-1500

Robert E. Murphy, Esq.
Michael J. Tierney, Esq.
Wadleigh, Starr & Peters, PLLC
95 Market Street
Manchester, New Hampshire 03101

Mark J. Andreini, Esq.
Jones Day
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190

Paul A. Zevnik, Esq.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Michel Y. Horton, Esq.
Morgan, Lewis & Bockius LLP
300 South Grand Avenue, Suite 4400
Los Angeles, California 90071

**SECOND AMENDMENT
WITH RENEWAL SCHEDULE B**



**SECOND AMENDMENT TO CUSTOMER AGREEMENT (the "Agreement")
dated November 16, 2006 by and between**

**IRON MOUNTAIN INFORMATION MANAGEMENT, LLC ("Iron Mountain")
and**

**ROGER A. SEVIGNY, COMMISSIONER OF INSURANCE STATE OF NEW HAMPSHIRE
IN HIS CAPACITY AS
LIQUIDATOR OF THE HOME INSURANCE COMPANY ("Customer")
(the "Second Amendment")**

This Second Amendment ("Second Amendment") is hereby entered into by and between the Customer and Iron Mountain as of December 1, 2016, subject to Section 26 of the Agreement (the "Effective Date").

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Second Amendment shall be deemed to be the controlling terms and conditions.

WHEREAS, Customer and Iron Mountain entered into that certain agreement known as the Customer Agreement dated November 16, 2006 which Agreement had an initial five (5) year term from December 1, 2006 through November 30, 2011; and

WHEREAS, the Agreement provided Customer with the option to renew the Agreement for an additional five (5) year term from December 1, 2011 through November 30, 2016 ("First Renewal Term"); and

WHEREAS, Customer elected to renew the Agreement for the First Renewal Term pursuant to the Amendment to Customer Agreement dated as of December 1, 2011 ("First Amendment"); and

WHEREAS, the First Amendment provided Customer with the option to renew the Agreement for an additional five (5) year term from December 1, 2016 through November 30, 2021 ("Second Renewal Term"); and

WHEREAS, Customer desires to exercise the option to renew the Agreement for the Second Renewal Term as well as to amend the Agreement to provide for an option to renew the Agreement for an additional five (5) year term from December 1, 2021 through November 30, 2026 ("Third Renewal Term");

NOW, THEREFORE, the following terms and conditions are hereby amended:

1. Section 1 of the Agreement, as amended by that certain First Amendment to Agreement dated as of December 1, 2011, hereby is deleted in its entirety and is replaced by the following:

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 (the "First Renewal Term"). Upon expiration of the First Renewal Term, Customer may, at its option,



elect to renew the Agreement for an additional five (5) year term to commence on December 1, 2016 through November 30, 2021, on the terms and conditions as stated in the First Amendment. Upon expiration of the Second Renewal Term, Customer may, at its option, elect to renew the Agreement for an additional five (5) year term to commence on December 1, 2021 through November 30, 2026, on the terms and conditions as stated in the Second Amendment effective upon delivery of written notice not less than thirty (30) days' prior to the expiration of the Second Renewal Term. 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' prior written notice.

2. Section 2 Charges: The first sentence of Section 2 of the Agreement is hereby deleted and replaced with the following: "Rates and charges for the First Renewal Term and Second Renewal Term shall be as specified in Renewal Schedule A effective December 1, 2011. Rates and charges for the Third Renewal Term effective December 1, 2021 are attached hereto as specified in Renewal Schedule B and made a part hereof".



Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

CUSTOMER: Roger A. Seigny, Commissioner of Insurance State of New Hampshire in his capacity as Liquidator of the Home Insurance Company	Iron Mountain Information Management, LLC
Individual Signing: [print name] Peter A. Bengelsdorf	Individual Signing: [print name] Jorge Martins
Signature: 	Signature:
Title: Special Deputy Liquidator	Title: Director of Business Support
Signing Date: 10-12-16	Signing Date: 10-13-16

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

Karen Gustave, Paralegal
Date: 10/10/2016
Customer: Roger A. Seigny, Commissioner
of Insurance State of NH

RENEWAL SCHEDULE B: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT AND SECURE SHREDDING

This Records Management and Secure Shredding Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC, (the "Company" or "Iron Mountain") and The Home Insurance Company (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 Records Management and Secure Shredding Pricing Schedule supersedes and terminates any prior Records Management and Secure Shredding Pricing Schedule and/or Renewal Schedule B existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management and Secure Shredding services not specifically listed on Renewal Schedule B will be charged at Iron Mountain's then current rates.

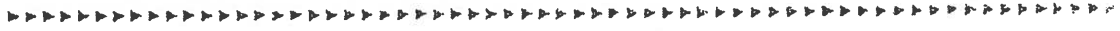
Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain's standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

THE HOME INSURANCE COMPANY

District Name/Number: Long Island - Port Washington, NY 55112 | Customer IDs: See Table
Effective Date: December 1, 2021

STORAGE	Storage Price	Service Rate
Secure space for storage of Deposit		
Description		
Carton Storage/Service rate 12/1/2021-11/30/2022	\$0.18	0%
Carton Storage/Service rate 12/1/2022-11/30/2023	2%	3%
Carton Storage/Service rate 12/1/2023-11/30/2024	2%	0%
Carton Storage/Service rate 12/1/2024-11/30/2025	3%	3%
Carton Storage/Service rate 12/1/2025-11/30/2026	3%	3%

CUSTOMER ID TABLE



Customer Account ID	Customer Name
D7065	HOME INSURANCE COMPANY
NH080	HOME INSURANCE COMPANY
NZUR2	HOME INSURANCE-CLOSED CLAIMS

IRON MOUNTAIN RECORDS MANAGEMENT

PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: http://clc.ironmountain.com/en/records/glossary/FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Carton Storage	\$.180	Cubic Foot
Carton Storage, New	\$.180	Cubic Foot
Receiving and Entering - Carton	\$ 1.325	Cubic Foot
Regular Retrieval - Carton	\$ 2.054	Cubic Foot
Regular Retrieval - File from Carton	\$ 2.054	File
Regular Refile - Carton	\$ 2.050	Cubic Foot
Regular Refile - File to Carton	\$ 2.054	File
Archival Destruction - Carton	\$ 3.189	CF plus Regular Retrieval Charge
Next Day Delivery	\$ 37.302	Visit plus Handling Charge
Regular Pickup	\$ 37.302	Visit plus Handling Charge
Handling Charge	\$ 1.958	Cubic Foot
TRIP CHARGE, NEXT DAY, ZONE 2	\$ 53.302	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE 3	\$ 59.302	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE 4	\$ 65.302	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO	\$ 42.302	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO NY	\$ 49.302	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO 2	TBD	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 2	\$ 53.302	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 3	\$ 59.302	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 4	\$ 65.302	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO	\$ 42.302	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO NY	\$ 49.302	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO 2	TBD	Visit plus Handling Charge

Premium Storage and Services (SEE: http://clc.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Archival Destruction - File from Carton	\$ 1.947	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 1.947	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$ 3.165	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 2.054	Cubic Foot
Rush Retrieval - File from Carton	\$ 2.043	File
Regular Interfile - Carton	\$.630	Each
Half Day Delivery	\$ 59.609	Visit plus Handling Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Rush Delivery - Business Day	\$ 196.518	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 196.518	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 272.078	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 48.133	Hour
Re-boxing Charge	\$ 5.900	Labor Plus New Carton

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Administrative Fee (Summary Billing)	\$ 25.650	Account ID per Month
Administrative Fee (Detailed Billing)	\$ 64.100	Account ID per Month
Fuel Surcharge	-	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.
**Note:* 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 at <http://cic.ironmountain.com/FuelSurcharge>

Custom Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Storage Minimum	\$ 156.000	Month
Minimum Service Order Charge	\$ 14.500	Order
Individual List/Indexing	\$.658	File

Note: Prices are reflective of services not included in the quoted activity caps
Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand - Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.com/records/glossary/>), then custom services are available and must be described in an agreed upon statement of work

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY * THIS SERVICE IS UNAVAILABLE IN THE NEW YORK METRO AREA.

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY THIS SERVICE IS UNAVAILABLE IN THE NEW YORK METRO AREA

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

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

**RECORDS MANAGEMENT –
STANDARD IMAGE ON DEMAND (IOD)**



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.

- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer's requirements differ from those described in this Renewal Schedule B or the description contained in "Image on Demand – Overview" within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer's existing rates. All other services, not specifically listed herein, will be charged at Iron Mountain's then current rates.

SECURE SHREDDING



Destruction of a customer's paper-based materials performed at an off-site facility or on-site at the customer's location. Service Fees are applied on a per work order basis for each collection container serviced.

SERVICE FREQUENCY

Preferred Service schedule will be mutually agreed upon and can be adjusted as necessary.

Initial Off-Site Service Frequency – Bi-weekly

OFF-SITE SECURE SHREDDING SERVICES

Collection Containers

Location With	Effective Price	Per
Off-Site Security Consoles	\$ 11.00	Container
65-Gallon Containers	\$ 15.00	Container
Mini - Console	\$ 11.00	Container
32-Gallon Containers	\$ 11.00	Container

MINIMUM SHREDDING SERVICE CHARGE

A Minimum Shredding Service Charge is applicable to all work orders. This charge will apply when the total work order fees do not meet the minimum charge set forth in this Pricing Schedule.

Description	Effective Price	Per
Minimum Off-Site Service Charge	\$ 45.00	Work Order

ON-CALL SERVICE FEE

An additional fee charged to the work order for unscheduled service.

Description	Effective Price	Per
Off-Site Shred Trip	\$ 25.00	Work Order
SHRED TRANS ZONE 2	\$ 16.00	Work Order

ON-CALL SERVICE FEE

An additional fee charged to the work order for unscheduled service.

Description	Effective Price	Per
SHRED TRANS ZONE 3	\$ 22.00	Work Order
SHRED TRANS ZONE 4	\$ 28.00	Work Order
SHRED TRANS ZONE METRO	\$ 5.00	Work Order
SHRED TRANS ZONE METRO NY	\$ 12.00	Work Order
SHRED TRANS ZONE METRO 2	TBD	Work Order

CONTAINER PICKUP/DELIVERY

Container Pickup/Delivery includes the delivery and placement, relocation, or pickup of collection containers at the Customer Location.

Description	Effective Price	Per
Container Pickup/Delivery	\$ 10.00	Container
Container Pickup/Delivery		Container

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.

SECURE SHREDDING SPECIAL PROJECTS

Special Project Services provided outside the scope of routine services will be quoted on a per project basis. Pricing for transactional services listed on the Pricing Schedule may differ when they are part of a special project. Additional Labor Fees and a Minimum Service Fee may apply.

LABOR

Labor charges may be assessed to perform services not specifically addressed in this schedule.

Description	Effective Price	Per
Shred Labor	\$ 59.20	Hour

Unless otherwise specified, pricing is for paper based shredding services. Shredding of other approved non paper-based media shall be quoted separately.

Customer Locations with restricted access or non-standard service requirements may be subject to additional fees.

**FIRST AMENDMENT
WITH RENEWAL SCHEDULE A**



AMENDMENT TO CUSTOMER AGREEMENT
dated November 16, 2006 (the "Agreement") by and between

IRON MOUNTAIN INFORMATION MANAGEMENT, INC. ("Iron Mountain")
and

Roger A. Sevigny, Commissioner of Insurance State of New Hampshire
In his capacity as Liquidator of the Home Insurance Company ("Customer")

This Amendment (the "Amendment") is hereby entered into by and between the Customer and Iron Mountain as of this 1st day of December, 2011 (the "Effective Date").

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

NOW, THEREFORE, the following terms and conditions are hereby amended:

1. Section 1 Term: After the sentence which reads "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", the following sentences are added: "As per the foregoing, Customer has elected to renew the Agreement. Upon expiration of the renewal term (i.e. December 1, 2011 through November 30, 2016, the "Renewal 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, 2016 and continue through November 30, 2021, (the "Second Renewal Term")."

2. Section 2 Charges: The first sentence is hereby deleted and replaced with the following: "Rates and charges for the Renewal Term and Second Renewal Term shall be as specified in Renewal Schedule A, attached hereto and made a part hereof."

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Table with 2 columns: Customer/Individual Signings and Iron Mountain Information Management, Inc./Individual Signings. Rows include names, signatures, titles, and signing dates.



December 1, 2011

Sally Goldberg
The Home Insurance
55 S. Commercial Street
Manchester, NH 03101

Dear Ms. Goldberg:

Thank you for continuing to trust Iron Mountain with your information protection and storage needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A), for Records Management storage and services.

In response to feedback that we have received from many of our customers, we are pleased to introduce a standard list pricing methodology for your Records Management needs. Standard list prices will provide improved clarity for services pricing.

Iron Mountain continually invests to improve the security of your records and to raise the industry standard for information protection and storage services. In addition to numerous facility, technology and employee investments, we are implementing a significant security enhancement with our InControl® enhanced chain-of-custody solution. For more information on InControl, please see <http://www.ironmountain.com/solutions/incontrol/>. Investments of this nature are not cost-free; however, we realize you value the peace of mind in knowing that we continually improve the protection of your information.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact me at 1-516-404-6983, gregory.corapi@ironmountain.com.

Sincerely,

Gregory Corapi
Account Manager

Enclosures

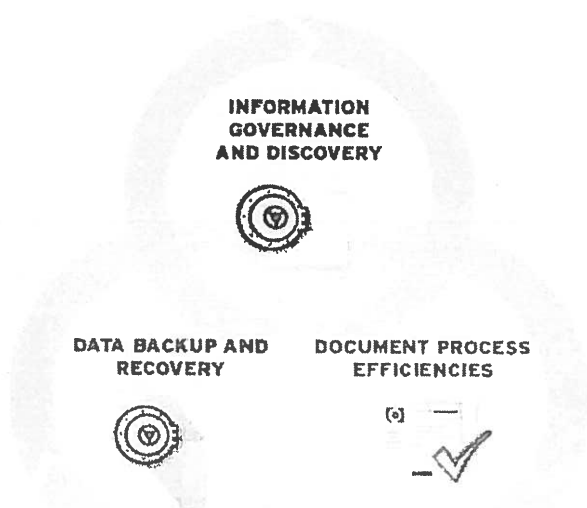


Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit www.ironmountain.com or follow the company on Twitter at www.twitter.com/IronMountain for more information.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.



Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
 - Server Backup
 - PC Backup
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
 - Disaster Recovery Testing
 - Library Moves
 - Media Destruction

Document Process Efficiencies

- Document Management Solutions
- Business Process Management



The Numbers Tell the Story

The result of our focused approach has been nothing short of remarkable.

- More than 1,000 facilities comprising 66 million square feet worldwide
- More than 500 million cubic feet of hard copy records stored
- Over 10 million linear feet of medical records under management
- More than 82 million pieces of data stored in highly secure data protection vaults
- Over 2.5 million PCs backed up/70 million digital files restored to date
- Over 150,000 customer accounts and growing daily
- 3,000+ vehicles making 18 million trips per year worldwide

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 20 consecutive years of storage revenue growth. Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information.

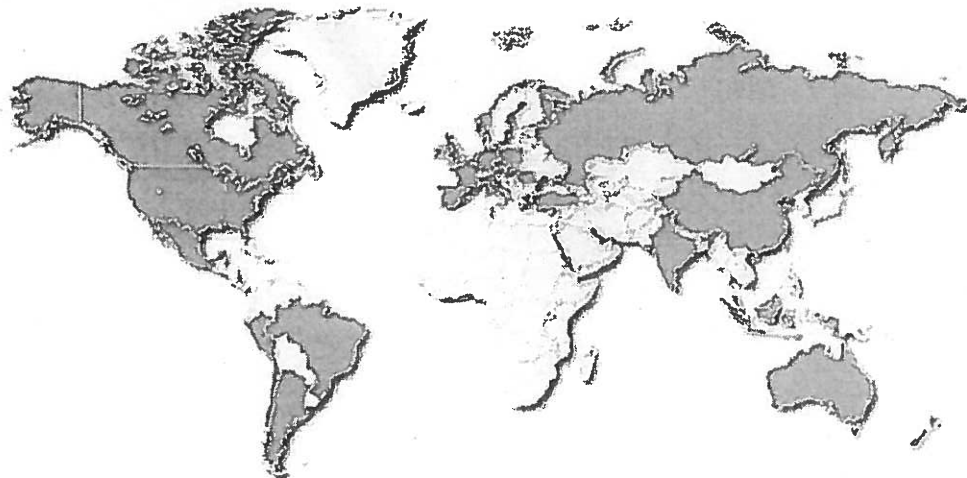
Facts:

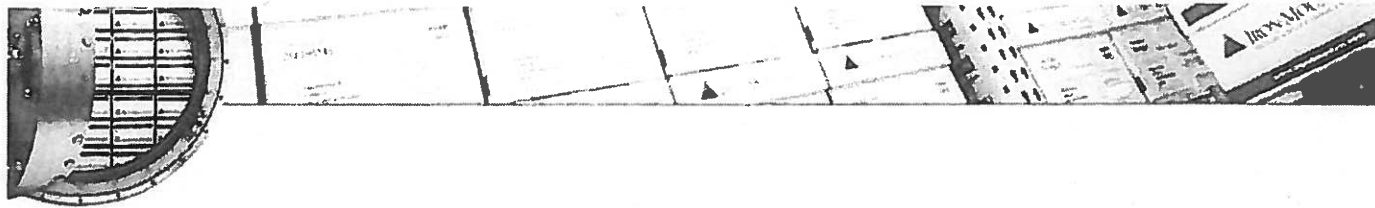
- Became public in 1996 (NYSE: IRM)
- Currently ranked number 643 on the Fortune 1000
- Member of the S&P 500 Index
- More than \$3 billion in revenue last year
- \$6.8 billion in total assets

Iron Mountain Locations

Iron Mountain has a global network with local service. Promoting consistency across media and geographies, we service 35 countries on 5 continents.

 Iron Mountain Coverage





Renewal Schedule A: PROGRAM PRICING SCHEDULE

Records Management

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and The Home Insurance, (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 Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

The Home Insurance

District Name/Number: New York/Port Ewen - 02223 | Customer No. NZUR2 D7065 NH080

Effective Date: December 1, 2011

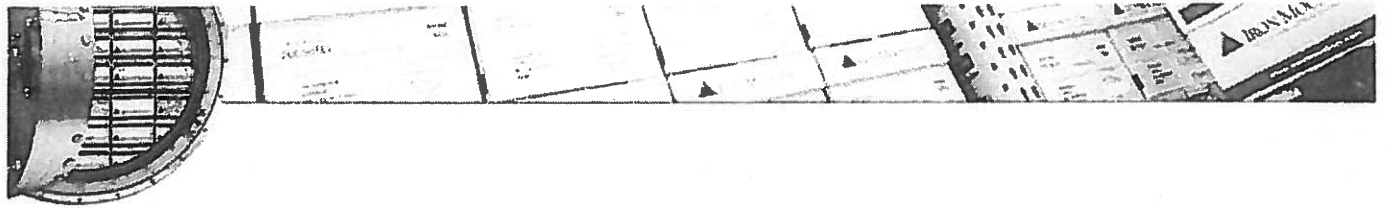
STORAGE

Secure space for the storage of Deposits

Description	Price	Per	Service Rate
Carton Storage/Service rate 12/1/2011-11/30/2012	\$0.14	Cubic foot	0
Carton Storage/Service rate 12/1/2012-11/30/2013	\$0.14	Cubic foot	3%
Carton Storage/Service rate 12/1/2013-11/30/2014	\$0.15	Cubic foot	0
Carton Storage/Service rate 12/1/2014-11/30/2015	\$0.15	Cubic foot	3%
Carton Storage/Service rate 12/1/2015-11/30/2016	\$0.15	Cubic foot	3%

5 year Renewal Option

Carton Storage/Service rate 12/1/2016-11/30/2017	\$0.16	Cubic foot	0
Carton Storage/Service rate 12/1/2017-11/30/2018	\$0.16	Cubic foot	3%
Carton Storage/Service rate 12/1/2018-11/30/2019	\$0.17	Cubic foot	0
Carton Storage/Service rate 12/1/2019-11/30/2020	\$0.17	Cubic foot	3%
Carton Storage/Service rate 12/1/2020-11/30/2021	\$0.17	Cubic foot	3%





Pricing for Core Services

STANDARD STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☐ Carton Storage	\$0.14	Cubic Foot
☐ Receiving and Entering - Carton	\$1.11	Cubic Foot
☐ Regular Retrieval - Carton	\$1.72	Cubic Foot
☐ Regular Retrieval - File from Carton	\$1.72	File
☐ Regular Refile - Carton	\$1.72	Cubic Foot
☐ Regular Refile - File to Carton	\$1.72	File
☐ Archival Destruction - Carton	\$2.67	CF plus Regular Retrieval Charge
☐ Permanent Withdrawal - Carton	\$2.65	CF plus Regular Retrieval Charge
☐ Permanent Withdrawal - File from Carton	\$1.63	File plus Regular Retrieval Charge
☐ Next Day Delivery	\$31.24	Visit plus Handling Charge
☐ Regular Pickup	\$31.24	Visit plus Handling Charge
☐ Handling Charge	\$1.64	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☐ Rush Retrieval - Carton	\$1.72	Cubic Foot
☐ Rush Retrieval - File from Carton	\$1.71	File
☐ Regular Interfile - Carton	\$6.76	Each
☐ Half Day Delivery	\$49.92	Visit plus Handling Charge
☐ Rush Delivery - Business Day	\$164.58	Visit plus Handling Charge
☐ Rush Delivery - Weekends/Holidays/After Hours	\$227.86	Visit plus Handling Charge
☐ Rush Pickup - Business Day	\$164.58	Visit plus Handling Charge
☐ Archival Destruction - File from Carton	\$1.63	File plus Regular Retrieval Charge
☐ Miscellaneous Services - Labor	\$40.31	Hour
☐ Re-Boxing Charge	\$5.30	Labor plus New Carton Cost



OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☒ Administrative Fee (Summary Billing)	\$25.12	Account ID per Month
☒ Administrative Fee (Detailed Billing)	\$62.80	Account ID per Month
☒ Fuel Surcharge		* Transportation Visit

*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 at <http://cic.ironmountain.com/FuelSurcharge>.

Custom Pricing

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☒ Individual Listing	\$0.55	File
☒ Third Party Shipping		Actual Courier Fees plus 30%
☒ Storage Minimum	\$135.00	Month
☒ Minimum Service Order Charge	\$13.00	Order
☒ Document Conversion - Labor	\$51.48	Hour
☒ Document Conversion - Image Indexing (Keystroke)	\$0.01	Keystroke
☒ Document Conversion - Image Capture Scan (non-IOD)	\$0.02	Image
☒ Document Conversion - Professional Services	\$250.00	Hour
☒ Document Conversion - Imaging Delivery Setup		Quote
☒ Digital Record Center for Images - Base Implementation Fee	\$6,000.00	Implementation
☒ Digital Record Center for Images - Storage	\$10.00	GB per Month
☒ Digital Record Center for Images - User Fee	\$10.00	User per Month
☒ Digital Record Center for Images - Minimum Monthly Commit	\$800.00	Month

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



Supplementary Material: COST ESTIMATE

Records Management

(Actual monthly cost may vary based on quantities or billing protocols.)

Monthly Cost Estimate for The Home Insurance

► STORAGE

DESCRIPTION	PRICE	PER	QTY	TOTAL
* Carton Storage	\$0.14	Cubic Foot	1	\$0.14

Total Storage Monthly Cost Estimate **\$135.00**

Note: Monthly Storage Minimum applied.

► SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
* Administrative Fee (Summary Billing)	\$25.12	Account ID per Month	1	\$25.12

Total Services Monthly Cost Estimate **\$25.12**

Total Monthly Cost Estimate for Records Management **\$160.12**



Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve The Home Insurance's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.

CUSTOMER AGREEMENT



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				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Account Number: NZUR, NZUR2, NZURS, D7055, NH080, LA296, NZU15</td> <td>NAICS Code:</td> </tr> <tr> <td colspan="2">Branch/District Cost Ctr. No.:</td> </tr> </table>		Account Number: NZUR, NZUR2, NZURS, D7055, NH080, LA296, NZU15	NAICS Code:	Branch/District Cost Ctr. No.:	
Account Number: NZUR, NZUR2, NZURS, D7055, NH080, LA296, NZU15	NAICS Code:				
Branch/District Cost Ctr. No.:					

CUSTOMER: Roger A. Savigny, Commissioner of Insurance, State of New Hampshire, in his capacity as Liquidator of The Home Insurance Company			BILLING ADDRESS (If Different):		
Street Address: 59 Malden 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 E-mail: peter.bengelsdorf@hominso.com		Fax: 212-530-6143	Telephone:		Fax:

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. Savigny, 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: <i>Peter A Bengelsdorf</i>	Signature: <i>John Arnao</i>		
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/Refills – 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.