

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE
HMP Services Holding Sub III, LLC, et al. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5082
New York, NY 10150-5082

PROOF OF CLAIM

Filed: USBC - District of Delaware
HMP Services Holding, Et Al.
10-13618 (BLS)

0000000090



THIS SPACE IS RESERVED

Name of Debtor Against Which Claim is Held: HMP Services Holding, Inc.
Case No. of Debtor: 10-13619 (BLS)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Willis of Illinois, Inc.
c/o Heather Naaktgeboren
26 Century Blvd. Ste 101
Nashville, TN 37214

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

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: 615-872-3446 Email Address: heather.naaktgeboren@willis.com

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

see above

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
see letter
 Check this box if you are the debtor or trustee in this case.

Telephone number: _____ Email Address: _____

1. Amount of Claim as of Date Case Filed: \$ 126,524.00
If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete Item 5.
If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

2. Basis for Claim: Services provided
(See instruction #2 on reverse side.)

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries or commissions (up to \$11,725), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,600 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority: \$ _____

3. Last four digits of any number by which creditor identifies debtor: 2490
3a. Debtor may have scheduled account as: Willis of New York, Inc. for
(See instruction #3a on reverse side.) \$144,771.00 see attached letter

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: _____
Value of Property: \$ _____ Annual Interest Rate _____ %
Amount of arrearage and other charges as of time case filed included in secured claim, if any:
\$ _____ Basis for perfection: _____
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 8 and definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

FOR COURT USE ONLY

FILED / RECEIVED

FEB - 7 2011

EPIQ BANKRUPTCY SOLUTIONS, LLC

Date: 2/4/11 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Heather Naaktgeboren,
Assistant Secretary

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Willis

Willis of Illinois, Inc.
P.O. Box 93225
Chicago, IL 60673-3225
(312) 288-7700

INVOICE

INVOICE DATE
18-AUG-2010

INVOICE NO.
0888392

HAROLD M. PITMAN COMPANY
ATTN: VINCENT LOTANO
721 UNION BLVD.
TOTOWA NJ 07512

DUE DATE

Upon Receipt

ACCOUNT	LOCATION	ACCOUNT NAME
112490	002	Harold M. Pitman Company

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER **Kathleen Simms** PRODUCER **Michele Levin**

REF	BILLING INFORMATION	AMOUNT
01	Transaction: Policy Audit Eff. Date : 01-APR-2010 Policy : 71718948 Description: Workers Compensation Period : 01-APR-2009 to 01-APR-2010 Carrier : Pacific Indemnity Company In Full : April 2010 Premium for Workers Compensation Total for Reference 01 \$ 19,771.00 ACH/WIRE INSTRUCTIONS BANK NAME: SUNTRUST BANK CITY/STATE: ATLANTA, GA ABA#: 061000104 ACCOUNT#: 1000005444921 ACCOUNT NAME: WILLIS OF ILLINOIS, INC ****PLEASE REFERENCE INVOICE NUMBER**** ****US DOLLAR ACCOUNT ONLY****	\$ 19,771.00
PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT		AMOUNT DUE ➔ \$ 19,771.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

DATE: 04-FEB-2011
 TIME: 08:57:34

Willis of Illinois, Inc. (Chicago)

PAGE : 1

B I L L I N G R E G I S T E R

ACCOUNT : 112490
 POLICY : 71718948
 EFFECTIVE : 01-APR-2009
 TRANS NUMBER : 000243179
 BILL NUMBER : 000320130

Harold M. Pitman Company
 BINDER : 00094202
 EXPIRATION : 01-APR-2010
 TRANS EFFECTIVE : 01-APR-2010
 BILL DATE : 18-AUG-2010

LOB : WC
 BINDER BILL : ? N
 TRANS TYPE : Policy Audit
 BILL TYPE : Agency Bill

CHARGE CODE : Premium
 LINE OF BUSINESS : Workers Compensation
 DESCRIPTION : Premium for Workers Compensation
 REVENUE CATEGORY : Renew
 INTERNATIONAL BUS : Not International
 REPORTING CODE :

CHARGE : 100.0000000 %
 COMMISSION INCOME : 7.7082596 %
 RETAINED EXPENSE : %
 PAYABLE EXPENSE : %
 OTHER EXPENSE : %

ACCOUNT : 112490 -002 Harold M. Pitman Company
 CONTRACT NO. :
 CONTRACT TERMS :
 RECEIVABLE NO. : 495267
 STATUS : Current
 NUMBER : 01-APR-2010
 INITIAL :
 PERCENT : 100.0000000 %
 AMOUNT : 19,771.00

RECEIVABLE NO. : 495267
 STATUS : Current
 NUMBER : 01-APR-2010
 INITIAL :
 PERCENT : 100.0000000 %
 AMOUNT : 19,771.00

CARRIER : 20281-101 Chubb Insurance Company
 CONTRACT NO. : 143 Item Payable Chubb Insurance
 CONTRACT TERMS : Item Pay 0 days from EFF Pay NET
 CHARGE : 100.0000000 %
 COMMISSION INCOME : 7.7082596 %
 PAYABLE EXPENSE : %
 OTHER EXPENSE : %

PAYABLE NO. : 340574
 STATUS : Current
 NUMBER : 01-APR-2010
 INITIAL :
 PERCENT : 100.0000000 %
 AMOUNT : 18,247.00

TYPE : Marketing
 UNIT : Real Estate Pract Chester Grodek
 PERSON :
 REVENUE : 100.0000000 %
 CHARGE % : 19,771.00
 COMMISSION INCOME : 1,524.00
 COMMISSION EXPENSE :
 OTHER EXPENSE :
 TYPE : Production
 UNIT : Real Estate Pract Michele Levin
 PERSON :
 REVENUE : 100.0000000 %
 CHARGE % : 19,771.00
 COMMISSION INCOME : 1,524.00
 COMMISSION EXPENSE :
 OTHER EXPENSE :

DATE: 04-FEB-2011
 TIME: 08:57:34

Willis of Illinois, Inc. (Chicago)

PAGE : 2

BILL NUMBER : 000320130

BILLING REGISTER
 BILL DATE : 18-AUG-2010

BILL TYPE : Agency Bill

LEVEL /NAME	ENTITY	TYPE	INTERMEDIARY	CARRIER CHARGE % /AMOUNT	VOLUME COMMISSION INCOME % /AMOUNT	COMMISSION EXPENSE % /AMOUNT	OTHER EXPENSE % /AMOUNT
01	20346-001	CA		100.0000000 %	7.7082596 %		
	Pacific Indemnity Company			19,771.00	1,524.00		

LINE NO.	PBU	STD ACCT	GENERAL DTL COMBO	LEDGER DEBIT AMOUNT	ENTRIES CREDIT AMOUNT
1	6425	14006		19,771.00	18,247.00
1	6425	21017			1,524.00
1	6443	51003			19,771.00
			CHARGE TOTALS	19,771.00	

DATE: 04-FEB-2011
TIME: 08:57:34

Willis of Illinois, Inc. (Chicago)

PAGE : 3

BILL NUMBER : 000320130

BILLING REGISTER
BILL DATE : 18-AUG-2010

BILL TYPE : Agency Bill

RECEIVABLE /MESSAGE : 112490 -002 Harold M. Pitman Company 01-APR-2010 N
INVOICE MESSAGE SUMMARY INVOICE DESCRIPTION INV COMB

PBU	STD	ACCT	DTL	COMBO	GENERAL	LEDEGER	SUMMARY	DEBIT AMOUNT	CREDIT AMOUNT
6425								19,771.00	
6425									18,247.00
6443									1,524.00
BILLING TOTALS								19,771.00	19,771.00

Willis

Willis of Illinois, Inc.
P.O. Box 93225
Chicago, IL 60673-3225
(312) 288-7700

INVOICE

INVOICE DATE
01-JUL-2010

INVOICE NO.
0886810

Harold M. Pitman Company
Attn: Vincent Lotano
721 Union Blvd.
Totowa, NJ 07512-2207

DUE DATE

01-AUG-2010

ACCOUNT 112490	LOCATION 001	ACCOUNT NAME Harold M. Pitman Company
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FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER

Ida Lieske

PRODUCER

Blake Chapman

REF	BILLING INFORMATION	AMOUNT
01	Transaction: Account Service Eff. Date : 01-MAY-2010 Service : CONSLEB Description: Benefits - Consulting Fees Period : 01-MAY-2010 to 01-MAY-2011 Installment: August 2010 Fee Account for Benefits - Consulting Fees Total for Reference 01 \$ 62,500.00 ACH/WIRE INSTRUCTIONS BANK NAME: SUNTRUST BANK CITY/STATE: ATLANTA, GA ABA#: 061000104 ACCOUNT#: 1000005444921 ACCOUNT NAME: WILLIS OF ILLINOIS, INC ****PLEASE REFERENCE INVOICE NUMBER**** ***US DOLLAR ACCOUNT ONLY***	\$ 62,500.00

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT

AMOUNT DUE

\$

62,500.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.

Willis

Willis of Illinois, Inc.
P.O. Box 93225
Chicago, IL 60673-3225
(312) 288-7700

INVOICE

INVOICE DATE
01-OCT-2010

INVOICE NO.
0889797

Harold M. Pitman Company
Attn: Vincent Lotano
721 Union Blvd.
Totowa, NJ 07512-2207

DUE DATE

01-NOV-2010

ACCOUNT	LOCATION	ACCOUNT NAME
112490	001	Harold M. Pitman Company

FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL ONE OF THE FOLLOWING

SERVICER **Ida Lieske** PRODUCER **Blake Chapman**

REF	BILLING INFORMATION	AMOUNT
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01	Transaction: Account Service Eff. Date : 01-MAY-2010 Service : CONSLEB Description: Benefits - Consulting Fees Period : 01-MAY-2010 to 01-MAY-2011 Installment: November 2010 Fee Account for Benefits - Consulting Fees	\$ 62,500.00
	Total for Reference 01	\$ 62,500.00

ACH/WIRE INSTRUCTIONS
BANK NAME: SUNTRUST BANK
CITY/STATE: ATLANTA, GA
ABA#: 061000104
ACCOUNT#: 1000005444921
ACCOUNT NAME: WILLIS OF ILLINOIS, INC
PLEASE REFERENCE INVOICE NUMBER
US DOLLAR ACCOUNT ONLY

PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT AMOUNT DUE  \$ 62,500.00

Willis is a member of a major international group of companies. In addition to the compensation received by Willis from insurers for placements of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by Willis' corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to clients under their separate contracts with insurers or reinsurers. On October 21, 2004, we announced that we would discontinue contingencies in North America immediately and in the other countries in which we operate by the end of the year. For any placements that were made prior to October 21, 2004, it is possible that Willis, or its corporate parents or affiliates, earned contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by Willis, its corporate parents or affiliates. Upon written request, Willis will provide information regarding the compensation received by Willis or by its corporate parents or affiliates. Prior to its merger with Willis, HRF accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new brokerage clients or business generated after the October 1, 2008 acquisition.



**Pitman Company
721 Union Blvd.
Totowa, NJ 07512**

**Willis of IL, Inc.
Willis Tower
233 South Wacker Dr
Suite 2000
Chicago, IL 60606**

TERMS OF BUSINESS AGREEMENT – EMPLOYEE BENEFITS ACCOUNTS

The purpose of this document is to record our mutual understanding regarding our professional relationship and the services with which we have agreed to provide you.

Pitman Company (“CLIENT” and/or “you” and/or “your”) and Willis of IL, Inc. (“WILLIS” and/or “our” and/or “we” and/or “us”) agree as follows:

I. Services and Responsibilities

Subject to all other terms and conditions of this Agreement, WILLIS shall provide the Services identified in Schedule A.

We are committed to acting in your best interests at all times in providing services to you. In order to underscore our commitment to our clients, we have adopted a Client Bill of Rights, a copy of which has been previously provided to you to better explain our commitment to you.

The services we will provide to you rely in part on the facts, information and direction provided by you or your authorized representatives. The parties agree to provide each other with accurate and timely facts, information and direction as is reasonably required.

You agree to render complete and accurate information to WILLIS as to your loss experience and any other information reasonably requested by WILLIS. You also agree to advise WILLIS

Willis

of any changes in your business operations that may affect the Services to be performed by WILLIS hereunder.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our factual analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

You understand and agree that you shall make final decisions with respect to underwriting submissions and all matters relating to your insurance coverage and employee benefits program. We will procure the insurance coverage and services chosen by you, assist in confirming coverage, and review and transmit policies to you.

We will review all policies and endorsements delivered to us by insurers or intermediaries for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of errors in or recommended changes to such policies. You agree that you will also review all policies and endorsements delivered to you and advise us of any questions you have or of any document or provision that you discover which you believe may not be in accordance with your instructions.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage or other pertinent information and assist you in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as employee benefits professionals, we do not provide legal or tax advice. We encourage you to seek any such advice you need or want from competent legal or tax professionals.

Willis

II. Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential, will use it only in performing services for you and, in doing so, will comply with all applicable state or federal privacy laws. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may, however, disclose this information to the extent required to comply with applicable laws or regulations of the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

In the event that you or any of the benefit plans you sponsor need to enter into business associate agreements with Willis in order to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, you agree to execute, or to arrange for the plans to execute business associate agreements similar in form and substance to Exhibit A to this Agreement

III. Compensation /Conflicts of Interest

Fee: \$250,000 annually to be paid quarterly

Your Willis Client Bill of Rights includes a promise that we will disclose to you all compensation received by the Willis Group of companies ("Willis") in connection with your insurance placement. We are also required to obtain your consent to our compensation prior to

Willis

effectuating the coverage. In that regard, please note that unless you instruct us otherwise, your selection of coverage and/or payment of the premium related to your insurance placement will be deemed your signed, written consent to the compensation disclosed during the quotation process or as outlined in the documentation provided by the carrier.

You also understand that Willis will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy.

If at a future date the commission percentage changes, Willis will notify you prior to the policy renewal and shall seek your consent in writing.

Prior to its merger with Willis, HRH accepted contingent compensation on certain of its clients' accounts; these contingents will be phased out over three years, and no contingents will be accepted on any new clients or business generated after the October 1, 2008 acquisition. The standard profit commission, or commission uplift due to conversion of a contingent contract to an upfront commission schedule, will customarily range from 1% to 5% of the premium amount of the eligible placement. The additional commission will not impact your premium or rates.

Our Fee or the commissions we are entitled to receive may be revised if you request a change in the Coverages and/or Services during the Term of this agreement and we enter into a written agreement documenting any change in Coverages, Services and compensation.

If wholesalers, excess and surplus lines brokers, underwriting managers, or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, we will also disclose the rate or amount of the commissions they will earn before you purchase the coverage. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

Willis

You may choose to use a third party administrator, utilization review company or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. If you elect to use a service provider from which we or our corporate parents, subsidiaries or affiliates will receive any compensation directly or indirectly relating to the services you purchase from the provider, we will disclose additional information regarding that compensation to you before you make a final decision to use the service provider.

We or our corporate parents, subsidiaries, and affiliates may provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. Under these arrangements we may be compensated by the insurers for the services provided in addition to any commissions we may receive for placement of your insurance coverages.

As an insurance intermediary, we normally act for you. However, for some insurance products we or our corporate parents, subsidiaries or affiliates may have managing general agent agreements or other agreements which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk. Further, we or our corporate parents, subsidiaries or affiliates may arrange lineslips or similar facilities which enable an insurer to bind business for itself and other insurers and we may manage these lineslips for such insurers. We may place your insurance business under a managing general agent's agreement, a binding authority, lineslip or similar facility when we reasonably consider these match your insurance requirements/instructions. When we intend to bind coverage for you under such a facility, we shall inform you prior to the inception of the insurance contract

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. Notwithstanding any possible conflict which might exist, we will act in your best interests at all times in providing services to you. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and will provide your written consent. Please let us know in writing if you

Willis

have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Prices on the services specified herein are exclusive of all federal, state, and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges. Any such taxes or charges upon the services provided hereunder, now imposed or hereafter becoming effective during the Term of this agreement, shall be added to the price herein provided and paid by you unless, in lieu thereof, you provide us with a valid tax exemption certificate acceptable to us.

Similarly, we reserve the right to pass through to you any mutually agreed reasonable costs related to the printing of your employee communications material, WillisMed data scrubbing, or other out-of-pocket expenses.

IV. Premium/Handling of Funds

You agree to pay premiums and other money that is contractually owed to third parties directly to the insurers or other service providers by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage and services by the insurer and service provider.

V. Term/Termination

The initial term of this Agreement shall be from May 1st 2010 to May 1st 2011. Thereafter, this Agreement shall automatically renew for successive renewal terms under the same terms and conditions as the initial term unless either party provides the other with written notice of nonrenewal at least sixty (60) days prior to the end of the initial term or of any renewal term. (The initial term and any subsequent term shall be referred to in this Agreement collectively as the "Term".)

Either party may terminate this Agreement at any time by giving the other party sixty (60) days advance written notice of termination, with such termination to be effective immediately upon the expiration of the sixty (60) day notice period.

Willis

Either party may terminate this Agreement for material breach of the Agreement by giving the other party at least thirty (30) days advance written notice of termination specifying the nature and substance of the breach or breaches. Unless the other party remedies the breach or breaches within the notice period, or makes reasonable progress toward remedying the breach or breaches if complete remedy is not reasonably possible within the notice period, the Agreement shall automatically terminate at the end of the notice period.

Our obligation to render the Services under this agreement ceases at the end of the Term or on termination of the Agreement, whichever is sooner. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker which you designate. Claims and premium or other issues may arise after our relationship ends. Such items are normally handled by the insurance broker or consultant serving you at the time the claim or other issue arises. However, we are willing to consider providing services in these areas after the Term or termination of this Agreement for mutually agreed additional compensation.

VI. Other Provisions

During the Term of this Agreement and for a reasonable period thereafter, you may audit the records and accounts of WILLIS related to this Agreement, at your expense. You agree to give us reasonable advance written notice of any audit and to conduct the audit during normal business hours in a manner which is not unduly disruptive to our ongoing business.

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In

Willis

the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

This agreement supersedes any and all prior agreements between us regarding the insurance coverages and services set forth on Schedule A.

This Agreement shall be governed by and construed in accordance with the laws of the state in which our office is located and any dispute shall be resolved in the appropriate state or federal courts in such jurisdiction.



VII. Inquiries and Complaints

Thank you for choosing Willis as your professional insurance service provider. Your satisfaction is important to us. If you have complaints, please inform the person who handles your account. Alternatively, you may contact the head of our office. In the alternative, you may call 1-866-704-5115, the nationwide toll-free number which Willis has established for client feedback and complaints.

Pitman Company

Willis of IL, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

SCOPE OF SERVICES

Services
<p>Strategic Planning</p> <ul style="list-style-type: none">• Assist in defining and prioritizing strategic health & welfare plan objectives• Assist in the evaluation of internal technical capabilities to determine increased/improved applications for administrative processes• Identify underperforming vendor relationship• Assess carrier/vendor customer service levels• Develop project action timelines• Periodic review of employee demographics• Assist in the development of an employee survey. Conduct survey and provide an executive summary detailing results• Discuss relevant benchmarking data
<p>Financial Analysis</p> <ul style="list-style-type: none">• Perform financial review and analysis of experience reports• Assess current funding arrangements for appropriateness and make recommendations as needed• Evaluate current costs of benefits versus effectiveness of plan design• Review managed care expense and administrative service fees (where applicable)• Analyze utilization data and cost containment results of medical management• Forecast projected benefit costs to include maximum exposure• Evaluate excess loss coverage• Prepare experience reviews as directed• Assist in developing appropriate employee contributions levels• Perform trend analysis from available diagnostic and normative data
<p>Actuarial Services</p> <ul style="list-style-type: none">• Provide limited actuarial services, including projecting funding needs for upcoming fiscal year

Services

Renewal

- Analyze and negotiate renewals with vendors
- Review vendor renewal methodology, experience data, and assumptions for accuracy and logic
- Compare vendor renewal with Willis projections
- Develop and present alternative plan designs and provisions with associated financial and member impact analysis
- Finalize program design, rates, and fees
- Prepare an accurate renewal document with recommendations for delivery to senior management (as needed)

Marketing

- Develop plan specification based on feedback from strategic planning meeting
- Jointly determine list of vendors best suited to meet plan goals and objectives
- Develop vendor performance guarantees with monetary penalties as necessary
- Assist in the review of current electronic data transfer processes with vendors
- Perform pre-marketing evaluation of census data, network service areas, and administrative needs
- Evaluate carrier client support services
- Evaluate vendor financial ratings and accreditation
- Review provider network accessibility/employee match
- Perform critical analysis and comparison of plan features and costs
- Assist in the scheduling of selected finalist site visits
- Assist in conducting finalist negotiations
- Prepare and submit a summary report with recommendations to management
- Assist in the notification of all bidders as to the final outcome

Services

Annual Enrollment

- Assist in the planning of employee meetings, round tables, and health seminars
- Provide guidance on delivering a comprehensive communication strategy
- Introduce workable technology solutions for communications and enrollment where appropriate
- Coordinate vendor sponsored communication material

Compliance

- Provide legislative updates as needed
- Provide signature ready Form 5500s
- Provide access to ERISA attorneys for regulatory and compliance updates
- Review plan documents and summary plan descriptions for regulatory compliance from a non-legal perspective (client would need to retain legal advice)
- Provide access to periodic web casts compliance sessions

Account Management Services

- Serve as a liaison between the client and all insurance companies/vendors
- Monitor administrative process and assist in the smooth resolution of elevated issues
- Act as an employee/employer advocate in the resolution of ongoing claims issues
- Audit, confirm, and manage all changes in legal documents (contracts, policies, SPDs, etc.)
- Set and monitor vendor goals and performance and report findings at quarterly meetings
- Review plan performance as directed
- Review and provide guidance of diagnostic data
- Identify and monitor potential catastrophic claims
- Review large claims management activity
- Review network utilization

Willis Resources and Tools

-
- HR Partner – provide assistance with broad HR structural, administrative, and organizational issues (hours may be used towards HR audit)
- Compliance Manual – provide access via the Internet to Willis Compliance Manual
- Provide access for two users to Search Willis knowledge and research system
- Provide customized, professionally crafted text and design for benefits folder (standard 4 with pocket and 6 inserts) offered through the Willis Communicator practice (printing costs not included)
- Design and implement customized company portal for HR and benefits (Communication Manager)

Additional Services
• WillisMed – charges from vendors to obtain data
• WillisMed – charges to scrub data for proper format
• Actuarial Services – special projects and/or FAS 106 valuations (charges based on project)
• Consumer Driven Healthcare – feasibility study (additional charges based on project)
• HR Partner compensation studies (additional charges based on project)
• Willis Training Solutions (additional charges based on project)
• Additional items offered through the Willis Communicator practice (posters, benefit statements, direct mailings, fulfillment, etc) (additional charges based on project)

Willis

VIA OVERNIGHT MAIL

February 4, 2011

HMP Services Holding Sub III, LLC, et al. Claims Processing Center
C/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, NY 10017

Telephone: (615)872-3000
Fax: (615)872-3037
Website: www.willis.com

Direct Line: (615)872-3446
Direct Fax: (615)872-3037
E-mail: naaktgeboren_he@willis.com

**RE: HMP Services Holding Sub III, LLC, et al.
Case No.: 10-13619 (BLS)
Willis of Illinois, Inc. Proof of Claim for HMP Services Holding, Inc.
f/k/a Harold M. Pitman Company**

To Whom It May Concern:


Enclosed please find the completed above-referenced Proof of Claim submitted in compliance with the United States Bankruptcy Court for the District of Delaware for the amount of \$126,524.00 and its supporting documents. I have also attached supporting documents that include a \$0.00 Proof of Claim for Willis of New York, Inc. which was wrongly named as a creditor in this matter.

In the attached supporting documents you will find a Fee Agreement with two invoices for \$62,500 each, as well as an invoice for a Policy Audit in the amount of \$19,771. Willis of Illinois, Inc. is only owed the commission on this invoice in the amount of \$1,524.00 with \$18,247.00 being owed to the carrier, Pacific Indemnity Company, for a Workers Compensation policy. These amounts can be seen broken out on the Billing Register.

Once the Proof of Claim has been filed, please stamp the duplicate copy with the filing date and return it to the attention of the undersigned as evidence of filing. I have enclosed a self-addressed stamped envelope for this purpose.

Should you have any questions, please feel free to contact me at (615) 872-3446. Thank you for your assistance in this matter.

Sincerely,



Heather D. B. Naaktgeboren
Assistant Secretary
Willis of Illinois, Inc.

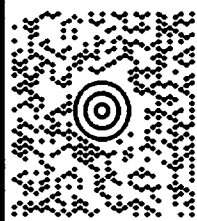
Enclosures

Willis North America, Inc.
26 Century Boulevard
Nashville, TN 37214

LEIGH ANN KERSEY
WILLIS TR - NASHVILLE
26 CENTURY BLVD
NASHVILLE TN 37214

0.0 LBS LTR 1 OF 1

SHIP TO:
C/O EPIO BANKRUPTCY SOLUTIONS, LLC
HMP SERVICES HOLDING SUB III, LLC
757 THIRD AVENUE, 3RD FLOOR
NEW YORK NY 10017-2013



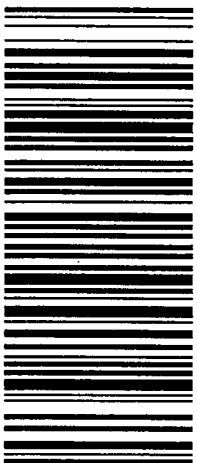
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UPS NEXT DAY AIR

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TRACKING #: 1Z 311 647 01 9084 2989



BILLING: P/P

Sender BCU/PBU -or- 3rd Party BCU/PBU:: 17001763

CS 13.0.22 WXBEPD 13.04.01/2011



FOLD HERE

UPS CampussShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 Schedule a same day or future day Pickup to have a UPS driver pickup all your CampussShip packages.
 Hand the package to any UPS driver in your area.
 Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 To find the location nearest you, please visit the Resources area of CampussShip and select UPS Locations.
Customers with a Daily Pickup
 Your driver will pickup your shipment(s) as usual.

FILED / RECEIVED
FEB 07 2011
EPIO BANKRUPTCY SOLUTIONS, LLC