

UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.

PROOF OF CLAIM

Name of Debtor:  
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.Case Number:  
3:09-bk-07047-JAF

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

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Benefit Express LLC

Name and address where notices should be sent: ~~Benefit Express~~ Benefit ExpressC/O Maria Bradley  
220 West Campus Drive  
Suite 203  
Arlington Heights IL 60004

Telephone number:

☐ Check this box to indicate that this claim amends a previously filed claim.Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

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

Same as above

Telephone number:

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

1. Amount of Claim as of Date Case Filed: \$ 40,205.00

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.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.2. Basis for Claim: Payment for services performed  
(See instruction #2 on reverse side.)3. Last four digits of any number by which creditor identifies debtor: 06123a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other  
Describe:

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: \$ \_\_\_\_\_

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

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).☐ Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).☐ Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

Amount entitled to priority:

\$ \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 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:

Date:

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.

Maria Bradley - Maria Bradley, President

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. T, B &amp; W Mortgage Corp.



00053

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

# Invoice

**Benefit Express**  
**220 W. Campus Drive**  
**Suite 203**  
**Arlington Heights, IL 60004**

DATE	INVOICE #
8/7/2009	4082

BILL TO
Taylor, Bean & Whitaker

ITEM	DESCRIPTION	Part. Count	RATE	AMOUNT
Monthly Outsourcing	Website Implementation			23,280.00
	Premium Reconciliation Implementation			1,400.00
	Website Registration			125.00
	60 day Termination Penalty			15,400.00
Please make all checks payable to Benefit Express. Bills are payable upon receipt.			<b>Total</b>	<b>40,205.00</b>

## Benefit Express Services, LLC General Service Agreement



This SERVICE AGREEMENT, INCLUDING ITS ADDENDUMS, ATTACHMENTS, SCHEDULES AND WORK ORDER FORMS (collectively "Agreement") is entered into as of May 21, 2009 by and between Benefit Express Services, LLC an Illinois corporation with offices at 220 W Campus Drive, Suite 203, Arlington Heights IL 60004 ("BE") and Taylor, Bean & Whitaker Mortgage Corp., an Florida corporation with offices at 315 NE 14<sup>th</sup> Street, Ocala FL 34470 ("TBW").

WHEREAS, TBW and BE desire to have BE provide the services described herein, more specifically as set forth in Attachment A of this Agreement, to TBW at TBW's facilities

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Scope of BE Services. BE shall provide the following services to TBW (the "BE Services") for the fees outlined in Attachment A.

1.1. Announcement Materials. BE shall provide to TBW for distribution to its Employees an informational letter or memorandum describing the BE Services. BE will provide the Announcement Materials in English. Prior to production of the Enrollment Instructions, TBW shall have the responsibility to review, edit and approve its content.

1.2. World Wide Web BE Website. BE shall continue to maintain its world wide web website (the "BE Website") or such other domain name as BE may specify on ten (10) days written notice to TBW, allowing for enrollment by Employees in the Covered Benefit Programs. Use of the BE Website requires Internet Explorer version 4.01 or later with 128-bit encryption enabled. Except with prior written authorization from BE, no material available on the BE Website may be copied, reproduced, downloaded, uploaded, displayed, sold, posted, distributed, incorporated into another work used to create a derivative work, or otherwise exploited in any way, except that limited reproduction is permitted for personal use by TBW employees. Employees will be required to accept the Terms and Conditions of the BE website as a condition to access the site.

2. Obligations of TBW.

2.1. Accurate Information. TBW shall be responsible for providing BE with accurate, complete and timely information, as required by BE for the performance of its contractual obligations. TBW acknowledges that BE's ability to perform the BE Services depends on TBW's performance hereunder.

Initialed by BE ME Dated 7/16/09 Initialed by Client (X) Dated 6-22-09  
General Services Agreement- Page 1 of 10  
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## Benefit Express Services, LLC General Service Agreement



- 2.2. Confidentiality. BE acknowledges that all information received from TBW is proprietary information of a confidential nature. BE agrees to hold all information received from TBW in confidence except where dissemination is required for the performance of a contractual duty or where TBW has expressly authorized BE to release its proprietary information. BE further agrees that its failure to keep TBW's information protected and confidential would cause a unique harm not adequately commensurable by money damages.
- 2.3. Compliance with Applicable Law. TBW shall be solely responsible for ensuring that it complies with all applicable law with respect to the Covered Benefit Programs. TBW shall also be responsible for filing all required reports and forms with respect to the Covered Benefit Programs. BE assures TBW that it will not engage in any activity on TBW's behalf that will otherwise undermine or render impossible TBW's efforts to ensure said compliance.
- 2.4. Scope of Services, Fees and Payment Terms. TBW has agreed to recompense BE for services as specified in Attachment A. TBW shall comply with the responsibilities as established in Attachment A.
3. Term and Termination.
- 3.1. Initial Term and Renewal. This Agreement shall be effective from May 21<sup>st</sup>, 2009 through September 30<sup>th</sup>, 2012. Either party may terminate this Agreement at the end of the contract term upon thirty (30) days prior written notice. Absent timely written notice, this Agreement shall automatically renew for an addition five year period upon the same terms and conditions as set forth in this Agreement, except that the per employee per month fees and hourly rate shall be adjusted to reflect Benefit Express' current pricing.
- 3.2. Termination by TBW. TBW may immediately terminate this Agreement if (i) BE is unable to fulfill its responsibilities under this Agreement, or BE is otherwise in material breach of any provision of this Agreement, and (ii) TBW has given BE prior written notice of such failure or breach and BE has not cured such deficiency within twenty (20) days of receiving such notice. If termination occurs under this section, TBW shall have no further liability with regard to this Agreement. Notice of breach must be sent certified mail to Benefit Express Services, LLC at its corporate headquarters.
- 3.3. Termination by BE. BE may terminate this Agreement at any time upon twenty (20) days prior written notice if TBW fails to pay any amounts due hereunder, including all amounts specified in Attachment A hereof, or TBW is otherwise in material breach of any provision of this Agreement, and (ii) BE has given TBW prior written notice of such failure or breach and TBW has not cured such deficiency within twenty (20) days of receiving such notice.

Initialed by BE me

Dated 7/14/09

Initialed by Client Q

Dated 6-22-09

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## Benefit Express Services, LLC General Service Agreement



3.4. Insolvency. Either TBW or BE may terminate this Agreement immediately upon written notice to the other party upon: (i) the inability, or the admission in writing of inability, of the other party to pay its debts as they mature, (ii) the insolvency of the other party, (iii) the filing by the other party of a voluntary petition under any law relating to bankruptcy, receivership or insolvency, (iv) the adjudication of the other party as bankrupt pursuant to an involuntary petition, (v) the appointment by a court of a temporary or permanent receiver, trustee or custodian for the other party or its business, or (vi) an assignment by the other party for the benefit of its creditors.

3.5. Effect of Termination. Upon termination of this Agreement, the following terms and conditions shall apply:

3.5.1. Effective Date. Termination of this Agreement shall have no effect on any and all amounts due for services rendered prior to such termination, unless an amount due is for services that were not properly rendered and/or were the cause of the termination. Termination of this Agreement shall not diminish or otherwise affect either party's rights existing at the time of such termination.

3.5.2. Prior Payments. BE shall retain all fees and payments collected or accrued prior to the termination date and all payments for Services fees accrued, not yet paid or not yet collected, shall be immediately due and payable by TBW to BE, but shall be prorated for amounts billed for services inadequately or negligently performed.

3.5.3. Future Amounts Due. TBW shall pay to BE one hundred (100%) percent of the fees due and the fees that would be accrued with respect to the sixty (60) days following the contract termination date, if this Agreement is terminated early for any reason, except as set forth in paragraph 3.2 or 3.4. If termination occurs after TBW has accepted Software/Services, but prior to full payment of Initial Enrollment Site Set Up fees as defined in Attachment A, TBW will pay to BE the remaining Site Set Up fees in addition to the above.

3.5.4. Confidentiality. TBW and its employees and BE agree to keep confidential all Confidential and/or Proprietary Information, as set forth in this Agreement, for a period of two (2) years from their Termination Date. Employee data or records shall be kept confidential without time limits.

3.5.5. Communication. TBW and its employees and BE shall not engage in any public or private communication that is, in any manner, disparaging to the other.

#### 4. Representations and Warranties; Disclaimers.

Initialed by BE

*me* 7/14/09

Dated

Initialed by Client

*(P)*

Dated

6/22/09

General Services Agreement- Page 3 of 10

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## Benefit Express Services, LLC General Service Agreement



- 4.1. File Specifications. Electronic files provided to TBW or any of their carriers by BE will be provided in a format specification both parties have agreed upon. If TBW requests changes to file format specifications after initial files have been sent, BE will charge time and expense based on the hourly rate in effect at the time. All work incurring additional charges will require TBW approval before the work will begin.
- 4.2. Employee Confidential Information. TBW represents and warrants to BE that: (i) neither TBW nor any of its officers, employees or agents shall access, review or otherwise inspect personal and confidential information relating to an Employee available through the BE Services, including, without limitation, personal financial and medical information pertaining to an Employee insurance claim (the "Employee Information"), except solely to the extent that the Employee to whom the Employee Information pertains has expressly authorized TBW to take such action, (ii) any Employee Information obtained from BE shall be used by TBW solely for the purpose of assisting or advising the Employee in connection with the resolution of his or her insurance claim; (iii) unless otherwise required by law, TBW will not publish, reproduce, disclose or release the Employee Information, in whole or in part, to any third party (including without limitation to any contractor, agent, government agency or customer) without the prior written consent of the Employee to whom the Employee Information pertains; and (iv) TBW will employ at least the same degree of care in protecting the Employee Information as it employs in protecting its own confidential information, but not less than a reasonable degree of care.
- 4.3. Employee Confidential Information as to BE. BE may use and disclose Employee Information only as required to satisfy its obligations under the Agreement, as permitted herein, or required by law, but shall not otherwise use or disclose any Employee Information. The Business Associate shall not and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose Employee Information received from TBW or TBW's Employees in any manner that would constitute a violation of law. BE acknowledges that, as between the Employee and BE, all Employee Information shall be and remain the sole property of the Employee.
- 4.4. Safeguards Against Misuse of Information. The Business Associate shall use all appropriate safeguards to prevent the use or disclosure of Employee Information other than as permitted under this Agreement.
- 4.5. Service Warranty. BE represents and warrants that it shall perform the services and provide the deliverables required by this Agreement in accordance with industry practices and standards generally applicable to such services; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

Initialed by BE

*Me* 7/14/09

Dated

Initialed by Client

*(Signature)*

Dated

6.22.09

General Services Agreement- Page 4 of 10

## Benefit Express Services, LLC General Service Agreement



- 4.6. BE Website Disclaimer. All information related to insurance plans, policies and benefits provided on this BE Website, or by any links to or from the BE Website, is presented for informational purposes and is not intended to be an offer to sell or solicitation in connection with any product or service. TBW understands and hereby acknowledges that all information relating to insurance plans, policies and benefits provided on this BE Website is supplied by the relevant insurance carrier or TBW. Benefit Express disclaims all responsibility and shall not be liable for any direct or indirect loss, injury, claim, cost, expense, deficiency, liability, or damage of any kind, arising out of the use, misuse, interpretation, misinterpretation or application of any information supplied on the BE Website.
- 4.7. Acceptance. TBW shall test and evaluate Software/Services during the time period established within the Implementation Schedule. During testing and upon discovery, TBW shall provide BE with written notice of errors or defects, if any that are BE's responsibility to remedy. If no errors or defects are found, or when error or defects have been remedied by BE, Client shall execute an acceptance form with BE at least five (5) Business Days prior to the targeted Activation Date and BE shall activate Software/Services upon the targeted Activation Date. Upon notification by TBW of any error or defect found by TBW, BE shall have ten (10) Business Days to remedy such errors or defects. Should BE be unable to provide remedies for such errors or defects within the timeframe above and prior to the targeted Activation Date, TBW, in its sole discretion, shall notify BE in writing of one of the following actions:
- 4.7.1. Acceptance. TBW shall execute an acceptance form with BE and elect to accept Software/Services as is, or;
- 4.7.2. Acceptance with Defects. TBW shall execute an acceptance form with BE and elect to activate Software/Services on the targeted Activation Date with a list of errors and defects that need to be remedied by BE as set forth in a mutually agreeable timeframe following the targeted Activation Date; or
- 4.7.3. Decline Acceptance. TBW shall notify BE in writing that it elects not to accept Software/Services and desires to terminate this Agreement.
- 4.7.3.1. Decline Due to Errors. If such election is made because the errors or defects which were BE's responsibility to remedy, could not be remedied or Software/Services did not perform according to this Agreement, then BE shall refund all Implementation Fees previously paid by TBW to BE within thirty (30) Business Days after notification from TBW.
- 4.7.3.2. Decline for Other Reasons. If such election is made due to any other reason then BE will not be obligated to refund any Fees previously paid or due for work completed.

Initiated by BE

*ME*

Dated

7/14/09

Initiated by Client

*(S)*

Dated

6-22-09

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## Benefit Express Services, LLC General Service Agreement



### 5. Indemnification.

5.1. Indemnity Obligations. TBW and BE will indemnify, defend and hold harmless the other and its successors, assigns, directors, officers and employees (the "Indemnitees") against and in respect to any damages, deficiencies, costs, liabilities, claims or expenses, including without limitation interest, penalties and attorneys' fees (individually a "Loss" and collectively the "Losses"), that any of the Indemnitees shall incur or suffer, as a result of: (i) any and all liabilities of, or claims against, any of the Indemnitees related to the negligence, recklessness or willful misconduct of either or its employees; (ii) any failure of either to adhere to legal regulations, (iii) any claim by any third party (including, without limitation, any claim by any governmental authority) arising out of or relating to the performance by BE of the BE Services, unless such claims are finally determined to have resulted solely from the gross negligence or willful misconduct of BE or its employees, or (iv) any misrepresentation, breach of representation or warranty contained in this Agreement on the part of either.

5.2. Indemnity Procedures. This Section 5 of this Agreement shall only apply to Losses for which: (a) the aggrieved provides the other with prompt notice of the claim; (b) the aggrieved permits the other to assume and control the defense of such action, with counsel chosen by the other (who shall be reasonably acceptable to the aggrieved); (c) neither party enters into any settlement or compromise of any such claim without the other party's prior written consent; and (d) both parties fully cooperate with each other in such defense, at the non-aggrieved party's expense. Notwithstanding the foregoing, any settlement involving either party must be reasonably acceptable to it.

6. Limitation of Liability. Without limitation to the foregoing, under no circumstances shall BE be liable for any indirect, incidental or consequential damages or lost profits, even if BE has been advised of the possibility of such damages, arising from the BE services, such as, but not limited to, loss of revenue or anticipated profits or lost business. In no event shall BE's total liability to TBW under this Agreement exceed one hundred fifty thousand dollars (\$150,000 - US) in total; provided, however, that there shall be no limit of liability with respect to Benefit Express' obligation to indemnify Client due to issues arising from or related to Benefit Express' access to Clients funds or accounts.

### 7. Confidential Information.

7.1. Confidential Information. TBW acknowledges and agrees that Software/Services, including, but not limited to, Confidential and Proprietary Information, trade secrets, trademarks, service marks, patents, and copyrights whether owned by BE or developed jointly by BE and TBW, are confidential and proprietary to BE and protected under United States laws and international treaty.

Initialed by BE Mr Dated 7/14/09 Initialed by Client (S) Dated 6.22.09  
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## Benefit Express Services, LLC General Service Agreement



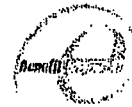
- 7.1.1. Definition. "Confidential Information" shall mean any information concerning a party which is furnished or accessible to the other party, whether before or after the date of this Agreement, without regard for the manner in which it is or was furnished, including, without limitation, (i) all information or data relating to a party's business plans and its practices, procedures, operation, delivery of services, and other proprietary or confidential information and data of any kind, nature or description; (ii) a party's trade secrets including those embodied in or involving software (including HTML code), hardware, services or business practices; (iii) information regarding any and all processes, products, ideas, trade secrets, know-how, inventions, intellectual property and proprietary technology; and (iv) marketing information and methods and commercial strategies, together with all analyses, compilations, studies, notes, memoranda, customer and vendor information, or other documents or records to the extent that such analyses, compilations, studies or other documents or records contain or otherwise reflect or are generated from such information. "Confidential Information" shall not include information which the receiving party can show (by documentary evidence): (i) was known by the receiving party at the time of receipt from the disclosing party and was not subject to any other nondisclosure agreement; (ii) has now or hereafter entered the public domain and become generally and widely known to the public through no fault of the receiving party; (iii) was otherwise lawfully and independently developed by the receiving party without reference to Confidential Information of the disclosing party; or (iv) was lawfully acquired by the receiving party from a third party without any obligation of confidentiality.
- 7.1.2. Title and Interest. TBW further acknowledges and agrees that all right, title and interest in and to Software/Services, including, but not limited to, changes, customizations, recommendations, ideas, contributions, corrections, enhancements, improvements, etc. to Software/Services, whether developed by BE or jointly with TBW, shall be the sole property of BE, and the same, together with all trade secrets, copyrights, trademark rights, service mark rights, patent rights and other intellectual property thereto, are hereby assigned to, owned by and shall remain with BE together with the Confidential and Proprietary Information and associated intellectual property rights. This Agreement does not convey to TBW any interest or ownership in or to any Software/Services, but only a limited License to use, revocable in accordance with the terms of this Agreement.
- 7.2. Equitable Remedies. TBW and BE acknowledge and agree that money damages would be an inadequate remedy for its breach of this Section 7 of this Agreement because of the difficulty of ascertaining the amount of damages that would be suffered in connection therewith. Therefore, TBW and BE each agree that the aggrieved party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this

Initialed by BE ME Dated 7/14/09 Initialed by Client (Signature) Dated 11-22-09

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## Benefit Express Services, LLC General Service Agreement



Agreement by the other, in addition to all other remedies available to the aggrieved party at law or in equity.

### 8. Miscellaneous.

- 8.1. Governing Law. The provisions of this Agreement will be for the benefit of, and binding upon, each of the parties and their respective successors and assigns, and will be governed by and construed in accordance with the internal laws of the State of Florida. Any claim arising under this Agreement shall be prosecuted in a federal or state court of competent jurisdiction located within Marion County, Florida and the parties each consent to the jurisdiction of such court and to the service of process by mail.
- 8.2. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.
- 8.3. Notices. All notices, requests and other communications called for by this Agreement shall be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid), to the addresses appearing on the front page of this Agreement or to such other addresses as either party shall specify to the other. Notice by any other means shall be deemed made when actually received by the party to which notice is provided.
- 8.4. Relationship of Parties. Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating or constituting a Partnership, joint venture or agency relationship between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. This Agreement does not convey to TBW any interest or ownership in or to any Software/Services, but only a limited license to use, revocable in accordance with the terms of this Agreement.
- 8.5. Taxes. TBW shall pay, in addition to the other amounts payable under this Agreement, all local, state and federal excise, sales, use, personal property, gross receipts and similar taxes (excluding taxes imposed on or measured by BE's net income) levied or imposed by reason of the transactions under this Agreement. TBW shall, upon demand, pay to BE an amount equal to any such taxes actually paid or required to be collected or paid by BE.
- 8.6. Public Reference. TBW consents to the verbal public use of its name as a Client and/or Customer of BE. Any written published public use of the Clients' name must receive written approval. Personal contact with TBW for reference purposes shall be pre-approved and prearranged with TBW.

Initialed by BE ME

Dated 7/14/09

Initialed by Client (P)

Dated 6-22-09

General Services Agreement- Page 8 of 10

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## Benefit Express Services, LLC General Service Agreement



- 8.7. Modification. This Agreement may not be supplemented, amended, modified or otherwise altered except in writing executed by authorized representatives of each party.
- 8.8. No Waiver. The failure of either party to exercise any right, or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver or any subsequent breach of the same or any other term of the Agreement.
- 8.9. Force Majeure. Neither party shall be deemed in default of the Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such Party ("Force Majeure") provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) calendar days of discovery thereof and uses reasonable care, skill and diligence in curing the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.
- 8.10 Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
- 8.11 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's written consent, provided that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of the party's assets or any other transaction in which more than fifty percent (50%) of the party's voting securities are transferred provided that the successor or assignee assumes all of such party's obligations hereunder.
- 8.12 Arbitration. If any dispute arises out of or concerning this Agreement, including without limitation any claim that arises out of its preparation, execution, interpretation, implementation, performance and/or breach, against BE or any past or present employee, officer, director or agent of BE or any Affiliate and those entities acting by, through, under or in concert with BE, the dispute will be submitted to and resolved by final and binding arbitration as the sole and exclusive remedy. Any claim shall be made by filing a demand for arbitration within one (1) year following the conduct, act or other event or occurrence first

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General Services Agreement- Page 9 of 10

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**Benefit Express Services, LLC**  
**General Service Agreement**



giving rise to the claim; otherwise, the right to any remedy shall be deemed forever waived and lost. The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act as amended. The arbitration shall take place according to the Commercial Rules of the American Arbitration Association and held in its office closest to Arlington Heights, Illinois, if commenced by BE or TBW. The arbitration shall be decided by one arbitrator chosen according to such Rules. Each party shall bear all of its own costs for arbitration except that the fees of the arbitrator shall be divided equally between the parties. Unless otherwise agreed by the parties, or ordered by the arbitral panel, pre-hearing discovery is limited to the following: (1) Production of all documents that will be introduced at the hearing; (2) Production of written or recorded statements; (3) Production of documents relied on by experts in the hearing; and (4) Not more than two depositions per side. The arbitrator shall have no authority to amend or modify the terms of this Agreement or to award punitive or exemplary damages and the award may be enforced by Judgment. Each party shall have the right without awaiting the outcome of the arbitration, to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during or after arbitration. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Benefit Express Services, LLC

Taylor, Bean & Whitaker Mortgage Corp.

Maria D. Bradley  
Signature and Date 7/14/09

Name: Maria D. Bradley

Title: President and Managing Director

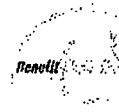
J. Wright 6-22-09  
Signature and Date

Name: Jennifer Wright

Title: Manager, Employee Benefits

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General Services Agreement- Page 10 of 10  
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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



**Client: Taylor, Bean & Whitaker Mortgage Corp.**

**Introduction**

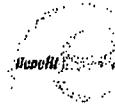
This Attachment provides an overview of the responsibilities, obligations and assumptions for both Benefit Express ("BE") and Taylor, Bean & Whitaker Mortgage Corp. ("TBW") to implement BE's Software/Services on BE's Service Bureau and/or Service Center Services Systems for TBW. It is understood that in addition to this Exhibit that an Implementation Guide and a Project Timetable will be created and executed to provide the services specified.

Changes and/or updates to this Exhibit will be made through a Work Order Form.

Service	Included: (Yes/No)	One Time Fees	Recurring Fees
<b>Info/Enrollment Website Configuration and Testing:</b>  BE shall work with Client to complete the Implementation Guide.  Client shall approve the Implementation Guide.  BE and Client shall participate in weekly implementation calls.  BE and Client shall participate in monthly status calls once site has been released to employees.  BE and Client shall hold at least one status meeting per quarter at either location in a face-to-face format. Client is responsible for all travel and meal expenses.  BE will implement business rules, develop sample lives, and test system to meet Guide specifications.  Client will use sample lives to test and approve system prior to employee release.	YES	Included	Included

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Yes/No)	One Time Fee	Recurring Fee
<p>BE shall provide website access to Client's employees 24 hours a day, 7 days a week, 365 days a year, excluding maintenance periods.</p> <p>Maintenance windows are scheduled the first and third Friday of every month, beginning at 11:00 PM CST and ending at 3:00 AM CST, Saturday morning.</p>			
<p><b>Info Site</b></p> <p>Client shall provide copies of all documents to be included in electronic format.</p> <p>If Client cannot provide all materials in electronic format, additional fees will be incurred.</p> <p>BE shall establish security so that employees will be able to view only information relevant to their status within the company.</p> <p>BE shall load all documents supplied by Client.</p> <p>BE and Client shall determine all external web addresses to include within the site.</p> <p>BE will load all external web links.</p> <p>Client shall supply and approve all vendor, HR, benefits and service center contact information.</p> <p>BE shall provide standard one-page instructions to access BE Website.</p> <p>Client shall communicate availability of BE Website to employees.</p> <p>BE and Client shall review all documents and customized text annually and modify as necessary.</p>	YES	<p>Included</p> <p>Plus</p> <p>Typing services at \$25.00 per hour</p>	Included

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Scope of Services	Included or Excluded	One-time Fee	Recurring Fee
BE shall test all external links monthly and update as necessary. BE will notify client of web address changes made.			
<b>Benefit Enrollment Site</b>  Client shall provide benefit eligibility, pricing and coverage information to BE.  Client shall obtain zip code eligibility files from carriers and forward to BE.  BE shall provide standard one-page Enrollment Instructions to access BE Website.  Client shall generate and distribute communication packets including Enrollment Instructions for all New Hires and/or newly eligible Employees.  Client will supply payroll deduction file format required and all processing rules for adds, changes and terms.  BE shall contact carriers and obtain required file formats.  BE shall develop and test payroll/HR export and carrier report/export files. <ol style="list-style-type: none"> <li>1. List Payroll and frequency</li> <li>2. List Carrier 1 and frequency</li> <li>3. List Carrier 2 and frequency</li> <li>4. List Carrier 3 and frequency</li> <li>5. List Carrier 4 and frequency</li> <li>6. List Carrier 5 and frequency</li> </ol> Client shall test and approve all export files from BE to payroll/HR and carriers.  BE and Client shall establish mutually agreeable timetable for on-going processing of payroll/HR and carrier files.	YES	Initial Enrollment site Setup - \$970.00 per month for 24 months beginning with the July 2009 invoice.  Plus  \$1,500 - \$2,000 per electronic carrier interface set up beyond the initial 5 carrier set ups included  Plus  \$135.00 for changes after client sign-off has been obtained	\$3.50 per employee per month Ongoing fees:

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 Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 3 of 28  
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# Attachment A

## Scope of Services, Fees, Fee Schedule and Payment Terms



Service	Included (Yes/No)	One Time Fee	Recurring Fee
<p>BE shall open windows for new hire enrollment.</p> <p>BE shall generate, distribute and track receipt of all payroll/HR and carrier files as per timetable.</p> <p>BE shall coordinate, research and track resolution of all implementation and ongoing processing issues.</p> <p>BE shall supply Client HR/benefit staff with access to standard reports and ad-hoc report writer.</p> <p>Where BE is not providing Premium Reconciliation services, Client shall verify all carrier invoices monthly and notify BE of any enrollment or eligibility issues.</p>			
<p>Annual Enrollment Processing</p> <p><i>October 2010</i> Beginning with open enrollment for the [month] [year] plan year, and all subsequent plan years: <i>of the</i></p> <p>BE and Client will establish an Annual Enrollment Project Plan with mutually agreed upon delivery dates.</p> <p>BE will establish new plans, pricing, highlights, carrier exports and payroll exports.</p> <p>BE shall carry forward existing elections or default to new plans as directed by Client.</p> <p>BE shall update all Client documentation. This includes the Overview, Monthly Rates, Hand Calculation Form, Imputed Income Calculation Form, , Processing Guide,</p>	YES	<p>Each Plan Year - Annual Enrollment Set-Up/Changes \$135.00</p> <p>Plus</p> <p>Full Day Vendor Fair: \$850.00 per day (8 hour maximum)</p> <p>Plus</p> <p>Outside expenses</p>	Per employee per year dual processing fee waived

Initialed by BE *ME*

Dated *7/1/09*

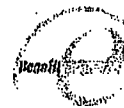
Initialed by Client *(P)*

Dated *6-22-09*

Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 4 of 26

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Yes/No)	One Time Fees	Recurring Fees
<p><b>Processing Procedures.</b></p> <p>Client shall approve all documentation before enrollment site opens.</p> <p>BE shall establish test lives for specific scenarios and test that system responds per hand calculation specifications.</p> <p>Client shall use test lives to verify that system responds per hand calculation specifications, update specifications where necessary and retest.</p> <p>Client shall approve all test lives before enrollment site opens.</p> <p>Rates, rules or highlights received late will incur additional testing hours and fees.</p> <p>BE will handle new hire/life event changes concurrently with the open enrollment period. BE will audit for elections made in one plan year and not the other. These will be reported to Client for action.</p> <p>BE shall attend one full day Vendor Fair at a location of Client's choice.</p> <p>BE shall update carrier files for account structure changes and test that correct values are being sent.</p> <p>Carriers shall apply test files and provide discrepancy reports and control totals for approval by BE and Client.</p> <p>BE and Client shall review, respond to and approve application of files for the new plan year.</p> <p>BE shall update payroll files for deduction code changes and test that correct values are</p>		<p>Plus</p> <p>\$1,200 per payroll audit performed</p>	7

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Yes/No)	One-Time Fees	Recurring Fees
<p>being sent.</p> <p>Client shall apply test files and confirm that data is being sent as requested.</p> <p>BE shall notify carriers of changes to the existing plan year weekly via spreadsheet once the first electronic file for the new plan year has been accepted by the carrier.</p> <p>BE shall audit actual payroll deductions taken against what should have been taken.</p>			
<p><b>Flexible Spending Account Reimbursement (FSA) Administration</b></p> <p>BE shall provide standard FSA Enrollment via website.</p> <p>BE shall provide participants and HR/benefits with standard FSA Reimbursement Request Forms and instructions.</p> <p>BE shall provide standard Change of Status via website.</p> <p>BE shall maintain records of election amounts, payroll deductions taken and claims paid for each participant's account.</p> <p>Client shall provide BE with payroll records of deductions taken each payroll period.</p> <p>BE shall reconcile client payroll records with BE contribution records every payroll.</p> <p>Client shall provide BE reimbursement funds [matching deductions taken OR matching claims paid for the week] via [check in overnight mail OR ACH withdrawal] for manual claims processed.</p> <p>BE shall process claims, issue and distribute</p>	MAYBE	<p>\$2,500</p> <p>Plus</p> <p>Annual Enrollment Meeting: \$190.00 per enrollment meeting (2 hour maximum)</p> <p>Plus</p> <p>Outside expenses</p>	<p>\$5.00 per participant per month</p> <p>Plus</p> <p>\$2.00 per Quarterly Statement</p> <p>Plus</p> <p>Expenses such as toll-free number, postage and custom printing charges will be billed as incurred in addition to the above.</p>

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Y/N)	One Time (Y/N)	Recurring Fee
<p>reimbursement checks every Friday – minimum check amount of \$25.00 per participant. Medical account claims will be paid up to annual election amounts. Dependent, parking and transit account claims will be paid up to corresponding account balance.</p> <p>BE shall provide one debit card per employee.</p> <p>The cost per card for additional or replacement debit cards will be charged to the participant's account. This fee is set by the debit card vendor and is subject to change.</p> <p>Five (5) days prior to the activation of any Debit Card, Client will deposit funds into the Funding Account to meet Client's Pre-Funding Requirement. The Pre-Funding is currently set at 4.25% of the available balance. This is subject to change during the contract period.</p> <p>If funding requirement is not met initially or on an ongoing basis, debit cards will not be activated or will be turned off.</p> <p>BE shall provide participant with Account Summary and blank Reimbursement Form with each claim check issued.</p> <p>BE shall provide participant with Account Summary and fare media with each monthly transit mailing.</p> <p>BE shall provide Client with weekly Claims Paid report and Active Participant Listing.</p> <p>BE shall provide Client with Quarterly and Year End Account Activity/Summary Reports.</p> <p>BE shall notify participants Quarterly of remaining balances.</p>			

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 Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 7 of 26  
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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included Yes/No	Fee/Amount \$	Payment Method
<p>BE shall provide Client with draft Forfeiture Report at end of Plan Year.</p> <p>BE shall provide Client with final Forfeiture Report at the end of the Plan Runoff Period.</p> <p>BE shall provide toll-free number for FSA participants.</p> <p>BE shall attend one Annual Enrollment Meeting at a location of Client's choice.</p>			
<p><b>Transit – Purchase of Fare Media</b></p> <p>BE shall maintain records of type and value of fare media requested by month.</p> <p>BE shall consolidate Fare Media requests into appropriate Transit Purchase request.</p> <p>Transit fare media will be disbursed only when sufficient funds have been deducted from payroll.</p> <p>BE shall provide participant with Account Summary and fare media with each monthly transit mailing.</p> <p>BE shall provide Client with monthly Fare Media Purchased report.</p>	NO	Available upon request	
<p><b>Leave, Long Term Disability and Severance Direct Billing Administration</b></p> <p>Client shall remain the Plan Administrator, as set forth in Section 3 (16) A of ERISA.</p> <p>Client shall supply required information for all current salary continuation participants to BE in a mutually agreed upon format.</p> <p>Client shall provide premium information for all salary continuation plan participants.</p>	NO	Available upon request	

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Yes/No)	One-Time Fees	Recurring Fees
<p>BE shall load existing salary continuation participants and balance due amounts. Payment histories will not be loaded.</p> <p>Client shall promptly notify BE of any plan participant electing salary continuation benefits and provide information necessary to send payment coupons.</p> <p>BE shall bill each salary continuation participant for continuation of coverage elected and appropriate rates.</p> <p>BE shall receive payments from participants.</p> <p>BE shall notify salary continuation participants of coverage cancellation for non-payment.</p> <p>BE shall notify salary continuation participants as benefits near termination date (expiration of coverage, status changes -- overage, Medicare eligible, etc.).</p> <p>BE shall notify carriers of additions, changes and deletions from coverage.</p> <p>BE shall notify Client of premiums due.</p> <p>BE shall remit premiums collected to Client after the close of each month.</p> <p>Client shall remit premiums to carriers.</p> <p>Client shall verify all carrier invoices each month and notify BE of any enrollment or eligibility issues.</p> <p>Client shall notify BE sixty (60) days in advance of the effective date for plan changes, rate changes or termination of the plan.</p> <p>BE shall communicate plan and rate changes</p>			

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



	Initials (YES/NO)	On Time (YES/NO)	Premium Fees
<p>and re-enroll retiree and salary continuation participants in plans annually.</p> <p>BE shall provide HIPAA certificate to retiree and salary continuation participants upon termination of coverage.</p> <p>BE shall provide toll-free number for retiree and salary continuation participants.</p>			
<p><b>COBRA Administration</b></p> <p>Client shall remain the Plan Administrator, as set forth in Section 3 (16) A of ERISA.</p> <p>Client shall supply required information for all current participants to BE in a mutually agreed upon format.</p> <p>Client shall provide premium information for all COBRA eligible plans.</p> <p>BE shall load existing COBRA participants and balance due amounts. Payment histories will not be loaded.</p> <p>Client shall notify BE of any active plan participant with a Qualifying Event eligible for COBRA within 30 days of the event, and provide all required information necessary to make offer(s).</p> <p>Client shall determine if COBRA shall be denied due to gross misconduct and notify BE of the decision.</p> <p>BE shall offer COBRA coverage to persons identified within 14 days of notice from Client.</p> <p>BE shall receive and process all COBRA election forms.</p>	NO	Available upon request	

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# Attachment A

## Scope of Services, Fees, Fee Schedule and Payment Terms



Service	Included (Yes/No)	One-Time Fee	Recurring Fees
<p>BE shall bill each COBRA participant for continuation of coverage elected – including surcharge as permitted by law.</p> <p>BE shall receive payments from COBRA participants.</p> <p>BE shall notify COBRA participants of coverage cancellation and reason.</p> <p>BE shall notify COBRA participants as COBRA benefits near termination date (expiration of coverage, status changes – overage, Medicare eligible, etc.).</p> <p>BE shall notify carriers of additions, changes and deletions from coverage.</p> <p>BE shall notify Client of COBRA premiums due.</p> <p>BE shall remit premiums collected to client after the close of each month.</p> <p>Client shall remit premiums to carriers.</p> <p>Client shall verify all carrier invoices each month and notify BE of any enrollment or eligibility issues.</p> <p>Client shall notify BE sixty (60) days in advance of the effective date for plan changes, rate changes or termination of the plan.</p> <p>BE shall communicate plan and rate changes and re-enroll COBRA participants in plans annually.</p> <p>BE shall provide HIPAA certificate to participants upon termination of COBRA coverage.</p> <p>BE shall provide toll-free number for COBRA</p>			

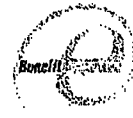
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**Attachment A**  
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Service	Included in Fee	Optional Fee	Refundable Fee
participants.			
<p><b>Retiree Direct Billing Administration</b></p> <p>Client shall remain the Plan Administrator, as set forth in Section 3 (16) A of ERISA.</p> <p>Client shall supply required information for all current retiree participants to BE in a mutually agreed upon format.</p> <p>Client shall provide premium information for all retiree plan participants.</p> <p>BE shall load existing retiree participants and balance due amounts. Payment histories will not be loaded.</p> <p>Client shall promptly notify BE of any plan participant electing retiree benefits and provide information necessary to send payment coupons.</p> <p>BE shall bill each retiree for coverage elected and appropriate rates.</p> <p>BE shall receive payments from participants.</p> <p>BE shall notify retiree participants of coverage cancellation for non-payment.</p> <p>BE shall notify retiree participants as benefits near termination date (expiration of coverage, status changes – overage, Medicare eligible, etc.).</p> <p>BE shall notify carriers of additions, changes and deletions from coverage.</p> <p>BE shall notify Client of premiums due.</p> <p>BE shall remit premiums collected to Client after the close of each month.</p>	NO	Available upon request	

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# Attachment A

## Scope of Services, Fees, Fee Schedule and Payment Terms



Service	Included (Yes/No)	One-Time Fees	Recurring Fees
<p>Client shall remit premiums to carriers.</p> <p>Client shall verify all carrier invoices each month and notify BE of any enrollment or eligibility issues.</p> <p>Client shall notify BE sixty (60) days in advance of the effective date for plan changes, rate changes or termination of the plan.</p> <p>BE shall communicate plan and rate changes and re-enroll retiree participants in plans annually.</p> <p>BE shall provide HIPAA certificate to retiree participants upon termination of coverage.</p> <p>BE shall provide toll-free number for retiree and salary continuation participants.</p>			
<p><b>Data Setup and Ongoing Processing</b></p> <p>BE shall provide Client with standard data file formats.</p> <p>If Client cannot conform to standard data file formats, additional implementation fees may be incurred.</p> <p>Client will supply data in a mutually agreed upon format.</p> <p>A single file format is required for each census and payroll file to be exchanged electronically.</p> <p>Any data clean up, data audits or backloads of data from additional sources will be considered out-of-scope and will be billed on an hourly basis at the Site Update Hourly Rate.</p> <p>For ongoing services, Client will continue to</p>	YES	Included	Included

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# Attachment A

## Scope of Services, Fees, Fee Schedule and Payment Terms



Service	Included (Yes/No)	One-Time Fees	Recurring Fees
<p>provide data in accordance with on-going processing schedule, to be established.</p> <p>BE shall process incoming files per agreed upon schedules.</p> <p>BE shall edit incoming data for issues/problems and submit results to Client.</p> <p>Incoming data is assumed to be "clean". Excessive errors in the data requiring manual processing or re-processing of files will be billed on an hourly basis at the Site Update Hourly Rate.</p> <p>Requests for manual entry of data will be billed on an hourly basis at the Site Update Hourly Rate.</p> <p>Client will respond to issues/problems in a timely manner. Failure to respond within agreed upon timeframes will affect processing schedules.</p>			
<p><b>Premium Billing/Reconciliation</b></p> <p>BE shall implement set up for Premium Billing/Reconciliation and train client to use.</p> <p>Client shall run standard report for all benefit plans maintained by BE.</p> <p>Client shall reconcile premium bill with in force reports from carrier.</p> <p>Client shall maintain supporting documentation and billing history and will resolve issues with carrier(s).</p> <p>Client shall remit payments to carrier.</p>	YES	\$1,400	TBW runs reports and reconciles invoices
<p><b>Basic Service Center Support</b></p> <p>BE shall provide live operators to answer</p>	YES	Included	Included

Initialed by BE ME Dated 7/16/09 Initialed by Client (P) Dated 10-22-09

Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 14 of 26

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# Attachment A

## Scope of Services, Fees, Fee Schedule and Payment Terms



Service	Frequency	Fee	Payment
<p>employee calls from 7:30 AM to 6:00 PM CST, Monday through Friday excluding legal holidays.</p> <p>BE shall provide Service Center access via email, toll-free phone number and Live Helper.</p> <p>BE shall assist caller with website login and password reset.</p> <p>BE shall refer to client all participant data changes and full time student certification changes.</p> <p>BE shall refer to client all issues regarding non-payment of claims related to plan design and/or participant failure to adhere to plan rules.</p> <p>BE shall refer to client all issues regarding payroll.</p> <p>BE shall refer to client all HR issues regarding the workplace, injuries, staffing and performance.</p> <p>BE shall resolve 80% of all contacts for which BE is responsible during the initial call, respond to all contacts within 1 business day, and follow-up with participants on more complex issues within 2 business days.</p> <p>BE shall perform all necessary follow up to resolve employee issues for which BE is responsible.</p> <p>BE shall track date, time, issue and resolution of all contacts.</p> <p>BE shall provide aggregate statistics on all Service Center contacts.</p>			

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 Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 15 of 26  
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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (YES/NO)	One-time Fees	Recurring Fees
<p>BE shall provide detailed report access to Service Center contacts.</p> <p>Client shall provide estimated call volumes, including trend data where available.</p> <p>Client shall notify BE in advance of any communications, changes in plan design/pricing or other information that may cause a spike in call volumes.</p>			
<p>Expanded Service Center Support</p> <p><u>Participant Assistance Options:</u></p> <p>BE shall assist employees with completion of plan enrollment. Requires printed confirmation statements for phone enrollments. BE shall not recommend plan participation to any employee.</p> <p>BE shall respond to inquiries, change requests and general enrollment questions from Client's employees.</p> <p>BE shall perform a "warm transfer" of call to carriers and ensure participant issue is addressed by the carrier.</p> <p>BE shall process updates to participant beneficiary designations. Requires printed confirmation statements.</p> <p>BE shall provide Customer Service Specialist.</p> <p><u>Employer Assistance Options:</u></p> <p>BE shall open Life Events as directed by Client HR.</p> <p>BE shall process EOI updated once approval is received from the carrier.</p>	NO	Available upon request	

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



	Included (Yes/No)	One-time Fees	Recurring Fees
<p>BE shall send letters to employees alerting them that dependents are aging out and requiring participants to contact the carrier with verification of student status.</p> <p>BE shall cancel coverage as directed by client for dependents that are no longer eligible as a result of age.</p> <p>Client shall review and revise standard responses as new call issues arise.</p>			
<p><b>Automated Life Event Processing</b></p> <p>BE shall consult with client on completion of Life Events Matrix (maximum of 1 hour) for events to be automated.</p> <p>Automated Life Events may include:</p> <ol style="list-style-type: none"> <li>1. Getting Married</li> <li>2. Birth or Adoption of a Child</li> <li>3. Divorce</li> <li>4. Dependent Loses Coverage Elsewhere</li> <li>5. Dependent Gains Coverage Elsewhere</li> <li>6. Employee Loses Coverage Elsewhere</li> <li>7. Health Savings Account Mid-Year Election Change</li> </ol> <p>BE shall configure rules for each plan type and event. These rules include whether the employee can self-designate the event and whether proof of the event is required before enrollment is required.</p> <p>BE shall modify explanatory text for each event (maximum of two iterations per event).</p> <p>BE shall establish test lives for specific scenarios and test that system responds per hand calculation specifications.</p>	YES	<p>\$2,500 for 4 Events</p> <p>Plus</p> <p>\$1,500 per additional event implemented</p> <p>Plus</p> <p>\$135.00 per hour to recertify annually for each new plan year</p>	

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



Service	Included (Yes/No)	Cost/Time (Inc)	Exclusions
<p>Client shall use test lives to verify that system responds per hand calculation specifications, update specifications where necessary and retest.</p> <p>Client shall approve all test lives before enrollment site opens.</p> <p>Participant or HR, as designated by Client and type of event, shall self-declare Life Changes and make appropriate elections in the system.</p> <p>BE system shall ensure that regulations on adds/changes/drops to coverage are enforced.</p> <p>Client shall be responsible for collecting all certifying documents required and approving pending events.</p> <p>Where HR approval is required before enrollment can occur, Client shall be responsible for notifying employee that enrollment is available.</p>			
<p><b>Client Training</b></p> <p>BE shall provide up to 8 hours training to HR/benefit staff at a single client site.</p> <p>Client shall pay all travel and meal expenses.</p> <p>Additional training is available upon request.</p>	YES	Included	Additional Training - \$750.00 per day plus outside expenses
<p><b>Optional Services – Printed Confirmation Statements</b></p> <p>BE shall generate, print and mail confirmation statements for annual enrollment.</p> <p>BE shall generate, print and mail confirmation statements for phone enrollments processed through the BE Call Center.</p>	NO	Available upon request	

Initiated by BE [Signature] Dated 7/14/09, Initialed by Client [Signature] Dated 6-22-09  
 Scope of Services, Fees, Fee Schedule and Payment Terms Document - Page 18 of 26  
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**Attachment A****Scope of Services, Fees, Fee Schedule and Payment Terms**

Services	Included (YES/NO)	One-time Fees	Recurring Fees
<p><b>Optional Services - Annual Compensation Statement</b></p> <p>Client shall detail additional benefits to include.</p> <p>Client shall provide data as necessary to support additional benefits.</p> <ol style="list-style-type: none"><li>1. Basic data including salary and benefit elections.</li><li>2. 401(k) Annual Contribution data.</li><li>3. Defined Benefit Accrued Benefit data.</li></ol> <p>Client shall supply employer costs to provide all benefits.</p> <p>Client shall provide account balances, accrued and projected benefits (as applicable) for pension and profit sharing plans.</p> <p>BE shall modify system to include additional benefit programs and values.</p> <p>Client shall review and approve all test lives supplied by BE.</p> <p>BE shall make statement available online.</p> <p>Client shall incur additional fees to have BE generate printed copy of statement for distribution to employee.</p>	NO	Available upon request	

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**Attachment A****Scope of Services, Fees, Fee Schedule and Payment Terms**

Service	Initiated (Yes/No)	One Time Fee	Recurring Fee
<b>Optional Services – Foreign Language</b>  Client shall provide Spanish version of all documents and materials to be loaded.  Client will provide interpreter to approve Spanish version of all standard text within the site (Highlights, Contacts, etc.).  Existing sample lives will be used to test Spanish version of site.  All numbers and plan names will be presented in English and as US dollars.  Client will test and approve Spanish version of site.	NO	Available upon request	
<b>Optional Service – Register Alternate Website Address</b>  BE shall register company specific website name in the format <u>www.TBWBenefits.com</u>  BE shall establish redirection of variant addresses to the correct BE website name for Client.  • <u>www.TBWBenefits.com</u>	YES	Included	\$125.00 per year.

**Assumptions:**

Per Employee Per Month fees for the Benefit Enrollment Site will vary based on a 20% decrease from the beginning assumed population (2800 employees). Site Update Hourly Rate typically apply for changes after client sign-off has been obtained, acquisition of new locations or additional companies where new benefits are to be established or additional pricing structures are needed, loading of additional data for new groups, and plan design changes that occur during the plan year. These fees are billed based on the

Site Update Hourly Rate and the number of hours necessary to complete the changes. All requests after September 15<sup>th</sup> with a test or production due date prior to February 1 will incur a Peak Period Surcharge.

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## Attachment A

### Scope of Services, Fees, Fee Schedule and Payment Terms



Site Update Year 1 & 2:	\$135 per hour Administrator/Implementation Specialist
Site Update Year 3:	\$160 per hour Administrator/Implementation Specialist
Site Update Year 1 & 2:	\$200 per hour System Developer
Site Update Year 3:	\$225 per hour System Developer
Peak Period Surcharge Year 1 & 2:	\$35 per hour Administrator/Implementation Specialist/Developer
Peak Period Surcharge Year 3:	\$40 per hour Administrator/Implementation Specialist/Developer

Annual Enrollment Set Up Hourly Rate applies to all changes necessary to prepare the system to handle a new plan year. These typically include content changes, plan changes, rate changes, carrier export file and account structure changes and payroll file/deduction code changes.

Annual Enrollment Set-Up Year 1 & 2:	\$135 per hour Administrator/Implementation Specialist
Annual Enrollment Set-Up Year 3 :	\$160 per hour Administrator/Implementation Specialist

All additional service fees, including but not limited to Site Update and Annual Enrollment Set-Up, will be identified on a Work Order Form and will require prior approval by the client.

BE shall use standard forms, envelopes, etc. Client shall provide letterhead where appropriate. Custom forms or materials will result in additional charges.

All travel and meal expenses will be billed to Client at cost.

All toll-free charges, printing, postage and overnight charges will be billed to Client at cost.

Fees apply in total and are based on a three-year service period.

FSA fees assume BE will perform both annual and on-going processing.

Fees are guaranteed for the duration of the initial contract, which is through October 1<sup>st</sup> 2012.

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**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



**FSA Fee Assumptions:**

Funds to cover FSA claims paid will be provided to BE by client weekly. OR Funds equal to employee FSA contribution amounts deducted will be provided to BE by client each pay period. Where contributions are insufficient to meet current cost of claims, client will provide the balance due before claims checks will be mailed.

**Pre-Fund Formula for Debit Cards:**

Initial: Available Balance x Pre-Fund %

Ongoing: Card Transactions + (Available Balance x Pre-Fund%) – Pre-Fund Account Balance

Pre-Fund requirements for the fourth quarter of a plan year will be frozen at a value equivalent to the dollar amount of the pre-fund required for the last week of the third quarter.

The first quarter pre-fund amount due for a new plan year will include the prior year's remaining account balance in addition to the amount calculated for the new plan year's elections.

If the prior year's remaining account balance is less than the new pre-fund requirement, a refund will be issued.

**Billing:**

Client shall be billed One Time Fees in monthly installments beginning with the July invoice.

Client shall be billed Recurring Fees at the start of each month. Recurring fees are based on a per employee per month charge for the number of participants as of the 24<sup>th</sup> of the prior month. Recurring fees will begin as of October 1, 2009.

Expenses for envelopes, custom printing, postage, overnight, etc. will be added to the bill each month based on charges incurred for the prior month.

Fees are payable upon receipt. BE reserves the right to charge interest on late payments (over 15 days) at the highest rate of one (1%) percent per month.

Initiated by BE Mr. 7/29/09 Initiated by Client (Signature) Dated 6/22/09  
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**Attachment A**

**Scope of Services, Fees, Fee Schedule and Payment Terms**



Benefit Express Services, LLC

Taylor, Bean & Whitaker Mortgage Corp.

Maria D. Bradley 7/14/09  
Signature and Date

J. Wright 6.22.09  
Signature and Date

Name: Maria D. Bradley

Name: Jennifer Wright

Title: President and Managing Director

Title: Manager, Employee Benefits

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**Performance Guarantees**

<b>Carrier/Data Interfaces</b>	<b>Failure to meet these guidelines would warrant forfeiture of 2.5% of Base Administrative Monthly fees – for the month in question.</b>
Payroll Import File	Assuming files are received on schedule, all Carrier/Data Interfaces will be loaded or imported within 1 business day of receipt.
Payroll Journal Report and Data Exception Report	Edit and produce within 1 business day of loading file. Exception Report will be delivered electronically. BE is not responsible for problems with electronic delivery system.
<b>Payroll/Census Export</b>	<b>Failure to meet these guidelines would warrant forfeiture of 2.5% of Base Administrative Monthly fees – for the month in question.</b>
Payroll Deduction File	All routine files will be generated per agreed upon processing schedule. If any of the specified days are a weekend, or holiday, files are produced on the previous business day.
Carrier Eligibility Files	All routine files will be generated per agreed upon processing schedule. If any of the specified days are a weekend, or holiday, files are produced on the previous business day.  Goal is to achieve a 98% accuracy rating after loaded by carrier. (Less than 2% fall out).
<b>Enrollment/Ongoing Processing</b>	<b>Failure to meet these guidelines would warrant forfeiture of 2.5% of Base Administrative Monthly fees – for the month in question.</b>

**Attachment A**  
**Scope of Services, Fees, Fee Schedule and Payment Terms**



New Enrollment Packet Distribution	Client is responsible for new hire packet distribution – which includes instruction to access the BE website for enrollment.
Confirmation Statement Distribution	BE will supply Client with a PDF file of confirmation statements each Monday before 12:00 PM CT for those newly electing/changing benefit elections during the prior week.
Data Updates and Corrections	Processed within 5 business days of receipt for non-emergency requests, within 1 business day for emergency requests. Change will be reflected on next scheduled carrier export.
Service Center Support	Failure to meet these guidelines would warrant forfeiture of 2.5% of Service Center Monthly fees – for the month in question.
Average Response Time	90% of calls within 90 seconds, during Service Center business hours  90% of email contacts within 1 business day from receipt.
Tier I Issues	Can be answered with data available on-line  100% within 1 business day.  90% closed on initial contact.
Tier II Issues	Can be answered with data resident at BE  100% within 3 business days.
Tier III Issues	Require escalation to client and/or carrier for resolution.  100% escalated within 1 business day of contact.  100% closed within 1 business day of receiving information from the client and/or carrier.

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**Attachment A**  
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**System Availability**

**A Network Outage caused by the Data Center that exceeds the guaranteed availability for a given month, would warrant forfeiture of 2.5% of Base Administration Monthly fees – for the month in question.**

MyBenefitExpress will be available 99.7% of the time. This guarantee includes the hosting and access services of American Internet Services Network. It excludes outages that occur during maintenance windows, those caused by client, acts of war and natural disasters. It also excludes slow-downs in service caused by the internet in general.

Benefit Express Services, LLC

Taylor, Bean & Whitaker Mortgage Corp.

Maria D. Bradley  
Signature and Date 7/14/09

Name: Maria D. Bradley

Title: President and Managing Director

J. H. A. 6.22.09  
Signature and Date

Name: Jennifer Wright

Title: Manager, Employee Benefits

Maria Bradley  
220 West Campus Drive  
Suite 203  
Arlington Heights, IL 60004

August 7, 2009

Jeff Cavender  
Taylor, Bean & Whitaker  
315 NE 14<sup>th</sup> St  
Ocala FL 34470

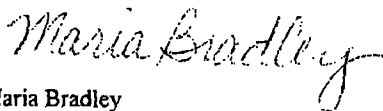
Dear Jeff:

I was very sorry to hear about the issues Taylor, Bean & Whitaker is facing, and hope everything will resolve the best way possible. It was not until you sent to me your August 5<sup>th</sup> email and the Taylor, Bean & Whitaker press release that I learned Taylor, Bean & Whitaker was ceasing operations. I share your disappointment in your having to notify us to stop work on the implementation. Unfortunately, Taylor, Bean & Whitaker's direction to stop work constitutes a breach in the contract between Taylor, Bean & Whitaker and Benefit Express. As such, the following amounts are due immediately:

- Website Implementation -- \$23,280
- Premium Reconciliation Implementation -- \$1,400
- Website Registration -- \$125
- 60 Day Termination Penalty -- \$15,400

It is my hope that we can resume work with Taylor, Bean & Whitaker at some point in the future.

Sincerely,



Maria Bradley  
President  
Benefit Express

CC: Howard Balikov ESQ.  
Ike Blanton ESQ.  
Robb Young  
Jennifer Wright  
Taylor, Bean & Whitaker Accounts Payable  
Taylor, Bean & Whitaker Legal Department

encl: current invoice



**Invoice**

**Benefit Express**  
**220 W. Campus Drive**  
**Suite 203**  
**Arlington Heights, IL 60004**

DATE	INVOICE #
8/7/2009	4082

BILL TO
Taylor, Bean & Whitaker

ITEM	DESCRIPTION	Part. Count	RATE	AMOUNT
Monthly Outsourcing	Website Implementation			23,280.00
	Premium Reconciliation Implementation			1,400.00
	Website Registration			125.00
	60 day Termination Penalty			15,400.00
Please make all checks payable to Benefit Express. Bills are payable upon receipt.			<b>Total</b>	<b>40,205.00</b>