

|                                       |                            |                       |
|---------------------------------------|----------------------------|-----------------------|
| <b>UNITED STATES BANKRUPTCY COURT</b> | Middle District of Florida | <b>PROOF OF CLAIM</b> |
|---------------------------------------|----------------------------|-----------------------|

|  |  |
|--|--|
| Name of Debtor:<br><b>TAYLOR, BEAN &amp; WHITAKER MORTGAGE CORP.</b> | Case Number:<br><b>3:09-bk-07047-JAF</b> |
|--|--|

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):<br><b>AEROTEK, INC.</b>                          | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. |
| Name and address where notices should be sent:<br><b>Aerotek, Inc. c/o Lawrence M. Kosto, Esquire<br/>P.O. Box 113, Orlando, FL 32802</b> | <b>COURT CLAIM NUMBER:</b> _____<br><i>(If known)</i>  |
| Telephone number:<br><b>(407) 425-3456</b>  | <b>Filed on:</b> _____   |

**CLAIM FILED**  
JACKSONVILLE, FLORIDA  
  
**NOV 09 2009**

|   |   |
|---|---|
| Name and address where payment should be sent (if different from above):<br><b>CLERK, U. S. BANKRUPTCY COURT<br/>MIDDLE DISTRICT OF FLORIDA</b> | <input type="checkbox"/> 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. |
| Telephone number:   | <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.  |

|  |  |
|--|--|
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>12,957.41</u><br><br>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.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input type="checkbox"/> 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. | <b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.<br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).<br><br><input type="checkbox"/> 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).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).<br><br><input type="checkbox"/> 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).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).<br><br><b>Amount entitled to priority:</b><br>\$ _____ |
|--|--|

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

**3. Last four digits of any number by which creditor identifies debtor:** \_\_\_\_\_  
  
**3a. 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:** \$ \_\_\_\_\_

**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 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:

|                            |   |  |
|----------------------------|---|--|
| <b>Date:</b><br>11/04/2009 | <b>Signature:</b> 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.<br><br>Lawrence M. Kosto, Esquire/FL BAR NO. 0765325 | <b>FOR COURT USE ONLY</b><br><br>T, B & W Mortgage Corp.<br><br>00237 |
|----------------------------|---|--|

## Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is made this 13<sup>th</sup> of October, 2008, by and between AEROTEK PROFESSIONAL SERVICES, a division of Aerotek, Inc., ("AEROTEK"), and Taylor, Bean & Whitaker Mortgage Corp. ("Client").

### BACKGROUND

AEROTEK, a Maryland corporation, is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

#### 1. TERM:

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis unless earlier terminated as provided herein. This Agreement may be terminated by either party upon fifteen (15) days prior written notice.

#### 2. CONTRACT EMPLOYEES:

**2.1. SERVICES:** AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

**2.2. DUTIES:** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its reasonable discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client

shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees.

Client agrees that it will not permit any AEROTEK Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

#### 3. INDEPENDENT CONTRACTOR STATUS:

With respect to the all of services provided by AEROTEK and Contract Employees, AEROTEK and Contract Employees shall be independent contractors. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

#### 4. INVOICES:

AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of Client. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within ten (10) business days of Client's receipt of the invoice.

#### 5. PAYMENT DEFAULT:

Payment in full for invoices shall be due within forty-five (45) days from invoice date, at AEROTEK PROFESSIONAL SERVICES, 3689 Collection Ctr. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment. Notwithstanding the terms of Section 14.10 of this Agreement AEROTEK may institute proceedings to seek a default judgment in any court of competent jurisdiction in the United States.

#### 6. EXPENSES:

Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s)

# AEROTEK

## Professional Services

while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

### 7. TIME RECORDS:

An AEROTEK Client time card shall be the official time record for purposes of payment under Sections 4 and 5 herein. (Client initials one).

**8. PURCHASE ORDERS:** Payment of AEROTEK invoices shall shall not be dependent upon a Client generated purchase order. (Client initials one). If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order { ( ) days/hours} before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

### 9. RESTRICTIVE COVENANT:

**9.1 RESTRICTIVE COVENANT - CONVERSION:** AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

**9.2 RESTRICTIVE COVENANT - RIGHT TO HIRE:** Notwithstanding, the above paragraph 9.1, if Contract Employee has completed a minimum of twelve (12) continuous months of service at Client for AEROTEK, there will be no fee for directly hiring the employee.

**9.3. ACCOUNT STATUS:** If client exercises its right to hire an AEROTEK Contract Employee at a time when Client is in breach of paragraph 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee of 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed twelve (12) continuous months of service at Client for AEROTEK.

**9.4. SUBMITTALS - RIGHT TO HIRE:** Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by

AEROTEK in response to Client requests. Accordingly, unless Client has received the candidate resume prior to AEROTEK's submittal, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

**10. CONTRACT EMPLOYEE PERFORMANCE:** Within the initial employment period which is defined as ten (10) business hours from any Contract Employee(s) start date, Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

**11. LIMITATION OF LIABILITY:** AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, AEROTEK shall not be liable for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

### 12. CLIENT PROPERTY:

**12.1. WORK PRODUCT:** All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

**12.2. DAMAGES:** AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows AEROTEK Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

# AEROTEK

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Services

**12.3. CONFIDENTIALITY:** AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

## 13. NOTICES:

**13.1. MANNER:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

**13.2. ADDRESSEE:** A Notice shall be addressed, in the case of AEROTEK, to Jackson Garnat; 5181 Natorp Blvd., Mason, OH 45040or, in the case of Client, to (Address, City, State, and Zip) Robyne Fraize, at 1417 N Magnolia Ave., Ocala, FL 34475. If sent by facsimile, a Notice shall be sent to AEROTEK at (513) 229-2102 or to Client at (352) 671-0727.

**13.3. DELIVERY:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

**13.4. CHANGES:** Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

## 14. MISCELLANEOUS:

**14.1. GOVERNING LAW:** The laws of the State of Florida shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

**14.2. SEVERABILITY:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

**14.3. COUNTERPARTS:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

**14.4. HEADINGS:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

**14.5. BINDING EFFECT:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

**14.6. AMENDMENTS AND MODIFICATIONS:** Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

**14.7. ENTIRE AGREEMENT:** This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

**14.8. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**14.9. REMEDIES CUMULATIVE:** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

**14.10. ARBITRATION:** Except as provided in Section 5 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

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Professional  
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14.11. **BACKGROUND:** The Background is a part of this Agreement.

14.12. **ASSIGNMENT:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

14.13. **MOTOR VEHICLES:** AEROTEK Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK expressed written permission. Client shall not request or require AEROTEK Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

14.14. **COMPLIANCE:** Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

14.14.1 **EQUAL OPPORTUNITY:** AEROTEK is an equal opportunity employer and refers Contract Employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state, and/or local laws, including costs of suit, settlement and attorneys' fees.

14.14.2 **PREVAILING WAGE - GOVERNMENT REQUIREMENTS:** Client represents and warrants that the services to be provided by AEROTEK's Contract Employees are not subject to any federal, state, or local prevailing wages and that Client has not provided to AEROTEK any applicable prevailing wage determinations and flow down provisions. Client agrees that Client is responsible for the accuracy of any such wage determinations and agrees to indemnify AEROTEK for any claims or costs which result from the inaccuracy of the Client provided wage determination including the failure to notify AEROTEK that the services provided by AEROTEK Contract Employees are or were required to be paid at a prevailing wage. In addition, Client represents and warrants that the services to be provided by AEROTEK's Contract Employees are not supporting a contract for the United States, local or state government. Client agrees that Client is responsible for prior notification to AEROTEK of any and all projects that support a contract with the United States, local or state government.

14.14.3 **INTERNATIONAL TRAVEL:** AEROTEK's Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require AEROTEK's Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

14.14.4 **HEALTH AND SAFETY:** Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate

and orient all AEROTEK Contract Employees in all applicable safety (HIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any AEROTEK Contract Employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving an AEROTEK Contract Employee, AEROTEK shall have the right to conduct and onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

14.14.5 **OTHER REQUIREMENTS:** Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

14.15 **ANNUAL INFLATION ADJUSTMENT:** Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or contract employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

WE, the undersigned have executed this Agreement the day and year first above written.

**AEROTEK PROFESSIONAL SERVICES**  
A Division of Aerotek, Inc.

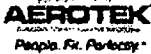
By: \_\_\_\_\_  
Contracts Manager

Date: \_\_\_\_\_

Client  
Taylor, Bean & Whitaker Mortgage Corp.

By: Robb Go  
Title Director Purchasing

Date: 12/14/08



**EXHIBIT A**

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated October 13th, 2008 by and between AEROTEK Professional Services, ("AEROTEK") and Taylor, Bean & Whitaker Mortgage Corp. ("Client"), Client agrees to reimburse AEROTEK in full at the following approved rates:

| Contract Employee Name | Standard Time | Overtime            | Scheduled Start Date |
|------------------------|---------------|---------------------|----------------------|
| TBD                    | \$17 /hr      | 1.5 X Standard Time | 10/20/2008           |

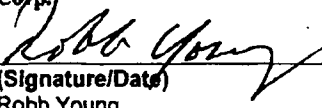
\*Client agrees to offer AEROTEK it's first 10 openings at a straight time bill rate of \$17 an hour.

Description of Duties: Collector 1 Outbound Customer Service Rep.

**AGREED AND ACCEPTED:**

Client: Taylor, Bean & Whitaker Mortgage Corp.

AEROTEK Professional Services  
A Division of Aerotek, Inc.

By:   
(Signature/Date)  
Robb Young  
(Print Name)

By: \_\_\_\_\_  
(Signature/Date)  
Jackson Gam  
(Print Name)



**Please Remit To:**  
 Acrotek Professional Services  
 3689 COLLECTION CTR. DR.  
 CHICAGO IL 60693  
 United States

**Invoice No:** OP01739659  
**Invoice Date:** 06/25/09  
**Period Ending:** 06/13/09  
**Payment Terms:** Net 45

**AMOUNT DUE: \$ 2,181.53 USD**

**TAYLOR BEAN AND WHITAKER**  
 ROBYNE FRAIZE  
 315 NE 14TH STREET  
 Ocala FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty      | Rate  | Total                  |
|--------------------------|----------|------|----------|-------|------------------------|
| Kuhlenberg, Brianna Ma   | 06/13/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 06/13/09 | OVT  | 3.35     | 24.00 | 80.40                  |
| Solinsky, Jessica Rene   | 06/13/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 06/13/09 | OVT  | 6.00     | 24.00 | 144.00                 |
| Wilkins, Chalet A        | 06/13/09 | REG  | 34.30    | 16.00 | 548.80                 |
| SUBTOTAL:                |          |      |          |       | 2,053.20               |
| Sales Tax:               |          |      |          |       |                        |
|                          | 009      | OHIO | 6.2500 % |       | 128.33                 |
| <b>TOTAL AMOUNT DUE:</b> |          |      |          |       | <b>\$ 2,181.53 USD</b> |



**Please Remit To:**  
Acrotek Professional Services  
3689 COLLECTION CTR. DR.  
CHICAGO IL 60693  
United States

**Invoice No:** OP01749679  
**Invoice Date:** 07/02/09  
**Period Ending:** 06/20/09  
**Payment Terms:** Net 45

**AMOUNT DUE: \$ 2,057.00 USD**

**TAYLOR BEAN AND WHITAKER**  
ROBYNE FRAIZE  
315 NE 14TH STREET  
OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty      | Rate   | Total                  |
|--------------------------|----------|------|----------|--------|------------------------|
| Kuhlenberg, Brianna Ma   | 06/20/09 | REG  | 40.00    | 16.00  | 640.00                 |
| Solinsky, Jessica Rene   | 06/20/09 | REG  | 40.00    | 16.00  | 640.00                 |
|                          | 06/20/09 | OVT  | 6.00     | 24.00  | 144.00                 |
| Wilkins, Chalet A        | 06/20/09 | REG  | 32.00    | 16.00  | 512.00                 |
| <b>SUBTOTAL:</b>         |          |      |          |        | 1,936.00               |
| Sales Tax:               |          |      |          |        |                        |
|                          | 009      | OHIO | 6.2500 % | 121.00 |                        |
| <b>TOTAL AMOUNT DUE:</b> |          |      |          |        | <b>\$ 2,057.00 USD</b> |





**Please Remit To:**  
Acrotek Professional Services  
3689 COLLECTION CTR. DR.  
CHICAGO IL 60693  
United States

**Invoice No:** OP01759922  
**Invoice Date:** 07/09/09  
**Period Ending:** 06/27/09  
**Payment Terms:** Net 45

**AMOUNT DUE:** \$ 1,551.25 USD

TAYLOR BEAN AND WHITAKER  
ROBYNE FRAIZE  
315 NE 14TH STREET  
OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty      | Rate  | Total                  |
|--------------------------|----------|------|----------|-------|------------------------|
| Kuhlenberg, Brianna Ma   | 06/27/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 06/27/09 | OVT  | 1.50     | 24.00 | 36.00                  |
| Solinsky, Jessica Rene   | 06/27/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 06/27/09 | OVT  | 6.00     | 24.00 | 144.00                 |
| <b>SUBTOTAL:</b>         |          |      |          |       | 1,460.00               |
| Sales Tax:               |          |      |          |       |                        |
|                          | 009      | OHIO | 6.2500 % | 91.25 |                        |
| <b>TOTAL AMOUNT DUE:</b> |          |      |          |       | <b>\$ 1,551.25 USD</b> |



**Please Remit To:**  
Acrotek Professional Services  
3689 COLLECTION CTR. DR.  
CHICAGO IL 60693  
United States

**Invoice No:** OP01769765  
**Invoice Date:** 07/16/09  
**Period Ending:** 07/04/09  
**Payment Terms:** Net 45

**AMOUNT DUE: \$ 1,156.00 USD**

TAYLOR BEAN AND WHITAKER  
ROBYNE FRAIZE  
315 NE 14TH STREET  
OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor             | Date     | Type | Qty      | Rate  | Total    |
|------------------------|----------|------|----------|-------|----------|
| Kuhlenberg, Brianna Ma | 07/04/09 | REG  | 32.00    | 16.00 | 512.00   |
| Solinsky, Jessica Rene | 07/04/09 | REG  | 36.00    | 16.00 | 576.00   |
| <b>SUBTOTAL:</b>       |          |      |          |       | 1,088.00 |
| Sales Tax:             |          |      |          |       |          |
|                        | 009      | OHIO | 6.2500 % | 68.00 |          |

**TOTAL AMOUNT DUE: \$ 1,156.00 USD**



**Please Remit To:**  
Aerotek Professional Services  
3689 COLLECTION CTR. DR.  
CHICAGO IL 60693  
United States

**Invoice No:** OP01779365  
**Invoice Date:** 07/23/09  
**Period Ending:** 07/11/09  
**Payment Terms:** Net 45

**AMOUNT DUE: \$ 1,576.75 USD**

**TAYLOR BEAN AND WHITAKER**  
ROBYNE FRAIZE  
315 NE 14TH STREET  
OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty   | Rate     | Total                  |
|--------------------------|----------|------|-------|----------|------------------------|
| Kuhlenberg, Brianna Ma   | 07/11/09 | REG  | 40.00 | 16.00    | 640.00                 |
| Solinsky, Jessica Rene   | 07/11/09 | REG  | 40.00 | 16.00    | 640.00                 |
|                          | 07/11/09 | OVT  | 8.50  | 24.00    | 204.00                 |
| <b>SUBTOTAL:</b>         |          |      |       |          | 1,484.00               |
| Sales Tax:               |          |      |       |          |                        |
|                          | O09      | OHIO |       | 6.2500 % | 92.75                  |
| <b>TOTAL AMOUNT DUE:</b> |          |      |       |          | <b>\$ 1,576.75 USD</b> |



**Please Remit To:**  
 Aerotek Professional Services  
 3689 COLLECTION CTR. DR.  
 CHICAGO IL 60693  
 United States

**Invoice No:** OP01788895  
**Invoice Date:** 07/30/09  
**Period Ending:** 07/18/09  
**Payment Terms:** Net 45

**AMOUNT DUE:** \$ 1,525.75 USD

TAYLOR BEAN AND WHITAKER  
 ROBYNE FRAIZE  
 315 NE 14TH STREET  
 OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty   | Rate     | Total                  |
|--------------------------|----------|------|-------|----------|------------------------|
| Kuhlenberg, Brianna Ma   | 07/18/09 | REG  | 40.00 | 16.00    | 640.00                 |
| Solinsky, Jessica Rene   | 07/18/09 | REG  | 40.00 | 16.00    | 640.00                 |
|                          | 07/18/09 | OVT  | 6.50  | 24.00    | 156.00                 |
| <b>SUBTOTAL:</b>         |          |      |       |          | 1,436.00               |
| Sales Tax:               |          |      |       |          |                        |
|                          | 009      | OHIO |       | 6.2500 % | 89.75                  |
| <b>TOTAL AMOUNT DUE:</b> |          |      |       |          | <b>\$ 1,525.75 USD</b> |



**Please Remit To:**  
Aerotck Professional Services  
3689 COLLECTION CTR. DR.  
CHICAGO IL 60693  
United States

**Invoice No:** OP01798626  
**Invoice Date:** 08/06/09  
**Period Ending:** 07/25/09  
**Payment Terms:** Net 45

**AMOUNT DUE:** \$ 1,389.75 USD

**TAYLOR BEAN AND WHITAKER**  
ROBYNE FRAIZE  
315 NE 14TH STREET  
OCALA FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty      | Rate  | Total                  |
|--------------------------|----------|------|----------|-------|------------------------|
| Kuhlenberg, Brianna Ma   | 07/25/09 | REG  | 32.00    | 16.00 | 512.00                 |
| Solinsky, Jessica Rene   | 07/25/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 07/25/09 | OVT  | 6.50     | 24.00 | 156.00                 |
| <b>SUBTOTAL:</b>         |          |      |          |       | 1,308.00               |
| <b>Sales Tax:</b>        |          |      |          |       |                        |
|                          | 009      | OHIO | 6.2500 % | 81.75 |                        |
| <b>TOTAL AMOUNT DUE:</b> |          |      |          |       | <b>\$ 1,389.75 USD</b> |



**Please Remit To:**  
 Aerotek Professional Services  
 3689 COLLECTION CTR. DR.  
 CHICAGO IL 60693  
 United States

**Invoice No:** OP01808194  
**Invoice Date:** 08/13/09  
**Period Ending:** 08/01/09  
**Payment Terms:** Net 45

**AMOUNT DUE: \$ 1,519.38 USD**

TAYLOR BEAN AND WHITAKER  
 ROBYNE FRAIZE  
 315 NE 14TH STREET  
 Ocala FL 34470

For Billing Inquiries Call Mills, Jennifer at 888-817-5024 ext 35065

| Contractor               | Date     | Type | Qty      | Rate  | Total                  |
|--------------------------|----------|------|----------|-------|------------------------|
| Kuhlenberg, Brianna Ma   | 08/01/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 08/01/09 | OVT  | 0.25     | 24.00 | 6.00                   |
| Solinsky, Jessica Renc   | 08/01/09 | REG  | 40.00    | 16.00 | 640.00                 |
|                          | 08/01/09 | OVT  | 6.00     | 24.00 | 144.00                 |
| <b>SUBTOTAL:</b>         |          |      |          |       | <b>1,430.00</b>        |
| Sales Tax:               |          |      |          |       |                        |
|                          | 009      | OHIO | 6.2500 % | 89.38 |                        |
| <b>TOTAL AMOUNT DUE:</b> |          |      |          |       | <b>\$ 1,519.38 USD</b> |

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C. Hugh Blanton, Jr.  
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Jennifer A. Smith  
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Specialist and Member of Florida  
and New Jersey Bar

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Jacksonville Office:  
Suite 1028-Blackstone Building  
233 East Bay Street  
Post Office Box 4759  
Jacksonville, Florida 32201  
904/358-7483  
Fax 904/354-3567

Reply to:

— ORLANDO —

Date:

November 5, 2009

BMC Group, Inc.  
c/o TB&W Mortgage Claims Processing  
P.O. Box 3020  
Chanhausen, MN 55317-3020

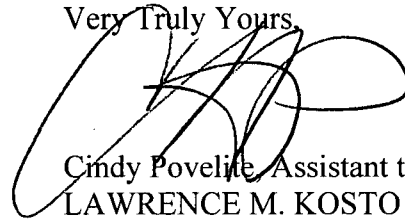
RE: Aerotek vs. Taylor, Bean & Whitaker  
Our File No.: 09-675  
Case No.: 3:09-bk-07047-JAF

Gentlemen:

Enclosed please find the original Proof of Claim to be filed on behalf of our client,  
Aerotek, Inc.

Should you need anything further, please contact our office.

Very Truly Yours,



Cindy Povelite, Assistant to  
LAWRENCE M. KOSTO  
For the Firm

cap  
Enclosure