UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 14, 2010

CBIZ, INC.

(Exact name of registrant as specified in its charter)

Delaware	**1-32961**	**22-2769024**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6050 Oak Tree Boulevard, South, Suite 500, Cleveland, Ohio	**44131**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **216-447-9000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Stock Option and Purchase Agreement

On September 14, 2010, CBIZ, Inc. (the "Company") entered into a Stock and Option Purchase Agreement (the "Purchase Agreement") with Westbury (Bermuda) Ltd., a Bermuda exempted company ("Westbury"), Westbury Trust, a Bermuda trust, and Michael G. DeGroote, pursuant to which the Company agreed to purchase from Westbury (a) 7,716,669 shares of the Company's common stock (the "Purchased Shares"), and (b) an irrevocable option (the "Option") to purchase 7,716,669 shares of the Company's common stock (the "Remaining Shares"). The Company agreed to pay Westbury $48,229,181.25 for the Purchased Shares, which represents a price per share of $6.25, and $5,000,000 for the Option.

On September 15, 2010, the Company consummated the purchase of the Purchased Shares and the Option consistent with the terms of the Purchase Agreement.

The Option will expire on September 30, 2013 and may be exercised, in whole or in part, at any time on or before the expiration date. The exercise price for the Remaining Shares is $7.25 per share (subject to adjustment in accordance with the terms of the Purchase Agreement). The Remaining Shares will be held in a custody account subject to a custody agreement. The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is attached as Exhibit 10.1 hereto, and incorporated herein by reference.

Prior to the consummation of the transactions contemplated by the Purchase Agreement, Westbury owned approximately 25% of the Company's outstanding shares of common stock. As a result of the Company's purchase of the Purchased Shares, Westbury currently holds 7,716,669 shares of the Company's common stock, all of which are subject to the Option.

Amendment to Credit Agreement

On September 14, 2010, the Company entered into an amendment (the "Amendment") to that certain Credit Agreement, dated as of June 4, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, Bank of America, N.A., as administrative agent, and the other financial institutions from time to time party thereto.

The Amendment permits the Company to (i) purchase the Purchased Shares for an aggregate cash consideration not to exceed $50,000,000 pursuant to the terms and conditions of the Purchase Agreement; (ii) purchase the Option to purchase the Remaining Shares for cash consideration not to exceed $6,000,000 pursuant to the terms and conditions of the Purchase Agreement; (iii) issue unsecured subordinated debt; (iv) repurchase additional shares of the Company's common stock; (v) repurchase subordinated debt or convertible debt provided no default or event of default has occurred and is continuing as a result of any such repurchase; and (vi) repurchase capital stock if such repurchase does not cause the applicable leverage ratio to exceed certain applicable thresholds. In addition, the Amendment (i) provides that the highest Applicable Margin (as defined in the Credit Agreement) will be applied in calculating the interest on the loans during the period commencing on September 14, 2010 and ending on the date on which the compliance certificate for the period ending December 31, 2010 is delivered, and (ii) modify certain financial maintenance covenants applicable to the Company under the Credit Agreement to increase the total debt capacity and permit the company to consummate the Purchase Agreement with Westbury.

The Amendment is effective as of September 14, 2010. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement, which is attached as Exhibit 10.2 hereto, and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On September 15, 2010, the Company issued a press release, a copy of which is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K. Exhibit 99.1 contains, and may implicate, forward-looking statements regarding the Company and includes cautionary statements identifying important factors that could cause actual results to differ materially from those anticipated.

Item 9.01 Financial Statements and Press Releases.

(d) Exhibits

10.1	Stock and Option Purchase Agreement dated September 14, 2010, by and among Westbury (Bermuda) Ltd., Westbury Trust, Michael G. DeGroote, and CBIZ, Inc.
10.2	First Amendment to Credit Agreement, dated as of September 14, 2010, by and among CBIZ, Inc., the Guarantors (as defined in the Credit Agreement), the several financial institutions from time to time party thereto, and Bank of America, N.A., as administrative agent.
99.1	Press Release dated September 15, 2010.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

September 16, 2010

CBIZ, INC.

By: /s/ Ware H. Grove
Name: Ware H. Grove
Title: Chief Financial Officer

Exhibit 10.1

EXECUTION VERSION

STOCK AND OPTION PURCHASE AGREEMENT

THIS STOCK AND OPTION PURCHASE AGREEMENT (this "***Agreement***"), dated September 14, 2010, by and among Westbury (Bermuda) Ltd., a Bermuda exempted company ("***Westbury Ltd.***"), Westbury Trust, a Bermuda trust ("***Westbury Trust***" and, together with Westbury Ltd., the "***Seller***") and Michael G. DeGroote, a resident of Bermuda ("***DeGroote***") on the one hand, and CBIZ, Inc., a Delaware corporation ("***Purchaser***" or the "***Company***"), on the other hand.

RECITAL

Seller beneficially owns 15,433,338 shares of common stock of the Company, par value $0.01 per share (the "***Common Stock***") and Seller hereby desires to (a) sell to Purchaser seven million, seven hundred sixteen thousand, six hundred sixty-nine (7,716,669) shares of Common Stock at $6.25 per share (the "***Purchased Shares***"), and (b) grant to Purchaser an irrevocable option (the "***Option***") to purchase seven million, seven hundred sixteen thousand, six hundred sixty-nine (7,716,669) shares of Common Stock (the "***Remaining Shares***"), and Purchaser desires to purchase the Purchased Shares and the Option from Seller, upon and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale of the Purchased Shares and the Option.** Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties herein made by each party to the other, Seller agrees to sell and grant, and Purchaser agrees to purchase from Seller, at the Closing, the Purchased Shares and the Option. Seller will deliver to Purchaser at the Closing (a) a certificate or certificates representing a portion of the Purchased Shares with duly executed stock powers attached thereto and (b) confirmation of book entry transfer of the remaining Purchased Shares into a Depository Trust Company account of the Purchaser as may be designated by the Purchaser.

2. **Purchase Price.**

(a) As the purchase price for the Purchased Shares, Purchaser will pay, or cause to be paid, to Seller at the Closing in immediately available funds the sum of forty-eight million, two hundred twenty-nine thousand, one hundred eighty-one dollars and twenty-five cents ($48,229,181.25).

(b) As the purchase price for the Option, Purchaser will pay, or cause to be paid, to Seller at the Closing in immediately available funds the sum of five million dollars ($5,000,000.00).

3. **Option.**

(a) At the Closing, upon receipt of the purchase price described in Section 2(b), Seller shall grant to Purchaser the Option to purchase from Seller, in whole or in part, at any time and from time to time after the date of the Closing (the "***Grant Date***") and on or before September 30, 2013 (the "***Exercise Period***"), the Remaining Shares at an exercise price of $7.25 per share, subject to adjustment as provided in Section 3(c) (the "***Exercise Price***"). The Exercise Price and the shares purchasable upon exercise of this Option at any given time (the "***Option Shares***") shall be subject to adjustment from time to time pursuant to the provisions of Section 3(c).

(b) This Option may be exercised in whole or in part from time to time during the Exercise Period by Purchaser's notice in writing delivered to the Seller and Purchaser's payment to the Seller of an amount of cash equal to the product of the Exercise Price times the applicable number of Option Shares by wire transfer of immediately available lawful money of the United States against the delivery to Purchaser by the release from the Custody Account (as defined in Section 4 below) of the number of the Option Shares to which such exercise applies.

(c) The Option Shares and the Exercise Price shall be subject to adjustment from time to time as follows:

(i) If the Company shall at any time after the Grant Date and while this Option remains outstanding and unexpired in whole or in part, effect a subdivision (by any stock split or otherwise) of the outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately before that subdivision shall be proportionately decreased and the number of Option Shares obtainable upon exercise of this Option shall be proportionately increased. Conversely, if the Company shall at any time or from time to time after the Grant Date combine (by reverse stock split or otherwise) the outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately before the combination shall be proportionately increased and the number of shares of Common Stock obtainable upon exercise of this Option shall be proportionately decreased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(ii) In the event the Company at any time, or from time to time after the Grant Date and while this Option remains outstanding and unexpired in whole or in part, shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Exercise Price then in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Exercise Price then in effect by a fraction:

A. the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

B. the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, *however*, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Exercise Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Exercise Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions.

(iii) If at any time after the Grant Date and while this Option remains outstanding and unexpired in whole or in part, the Option Shares are changed into the same or a different number of shares of any class or classes of stock, this Option will thereafter represent the right to acquire such number and kind of securities into which the Option Shares are changed.

4. **Custody Account.**

(a) At the Closing, the Remaining Shares will be placed in a custody account ("***Custody Account***") and will, during the Exercise Period, be subject to a custody agreement in substantially the form attached hereto as Annex A (the "***Custody Agreement***"). Purchaser may, subject to its compliance with Section 3(b), exercise the Option and cause the Remaining Shares to be released from the Custody Account in one or any number of blocks, at any one or more times throughout the Exercise Period, as Purchaser may choose in its sole discretion. During the Exercise Period, (i) any and all dividends or distributions (in cash or in kind) declared, paid or payable on any Remaining Shares held in the Custody Account shall be paid or distributed to Seller, (ii) the Remaining Shares may not be sold to any party other than Purchaser or a Permitted Transferee, *provided* that (x) such Permitted Transferee shall agree to be subject to the terms of this Agreement and the Custody Agreement and deliver to the Company a written acknowledgment in form and substance reasonably satisfactory to the Company to that effect and (y) the Remaining Shares transferred to a Permitted Transferee shall remain subject to the Custody Agreement, and (iii) only Seller or a Permitted Transferee, as applicable, shall have the right to exercise the voting rights associated with the Remaining Shares, it being understood that Seller and Permitted Transferee, as applicable, shall maintain and not transfer full discretion over the voting of the Remaining Shares or the manner in which the Remaining Shares are voted. Notwithstanding the foregoing, Seller or a Permitted Transferee, as applicable, may within its absolute discretion, execute and deliver any proxy solicited by management or any other person except for an irrevocable proxy in connection with any vote or solicitation of consents from the Company's stockholders.

(b) "***Permitted Transferee***" means DeGroote or any DeGroote Family Member.

(i) "***DeGroote Family Member***" means (A) any spouse or surviving spouse of DeGroote, (B) any brother, sister, child, adopted child, step child, grandchild, adopted grandchild or other issue of DeGroote, (C) any spouse or surviving spouse of any Person referred to in clause (B) of this definition, (D) the executor, administrator or other personal representative of the estate of any of the foregoing Persons, (E) any DeGroote Entity or (F) any DeGroote Trust.

(ii) "***DeGroote Entity***" means any partnership, corporation, limited liability company or other entity in which all or substantially all of the equity interests are owned directly or indirectly by one or more DeGroote Family Members.

(iii) "***DeGroote Trust***" means any trust of which all or substantially all of the beneficiaries are, or in which all or substantially all of the beneficial interests are held by, one or more DeGroote Family Members.

5. **Closing.** The transfer and sale provided for in this Agreement (the "***Closing***") will take place at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, at 10:00 am Eastern Time, on no later than September 16, 2010 or on such other date as may be fixed for the Closing by written agreement between Seller and Purchaser (the "***Closing Date***").

6. **Representations and Warranties.**

(a) Representations and Warranties of Seller and DeGroote. Seller and DeGroote hereby represent and warrant to Purchaser as follows:

(i) Westbury Ltd. is an exempted company duly organized, validly existing and in good standing under the laws of Bermuda. Westbury Trust is a trust duly formed, validly existing and in good standing under the laws of Bermuda.

(ii) Seller has all requisite power and authority to execute and deliver into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller.

(iii) This Agreement has been duly executed and delivered by Seller and DeGroote and constitutes a valid and binding obligation of Seller and DeGroote, enforceable in accordance with its terms, except as enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors or general principles of equity.

(iv) The execution and delivery of this Agreement by Seller and DeGroote and the consummation by Seller and DeGroote of the transactions contemplated hereby will not (A) violate any provision of any existing law, statute, rule, regulation or ordinance applicable to Seller or DeGroote or (B) conflict with, result in any breach of or constitute a default under (1) the Memorandum of Association or By-laws of Westbury Ltd. and the trust deed of Westbury Trust, (2) any order, writ, judgment, award or decree of any court, governmental authority, bureau or agency to which Seller or DeGroote is a party or by which Seller or DeGroote may be bound or (3) any contract or other agreement or undertaking to which Seller or DeGroote is a party or by which Seller or DeGroote may be bound.

(v) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, is required by or with respect to Seller or DeGroote in connection with the execution and delivery of this Agreement or the consummation by Seller and DeGroote of the transactions contemplated hereby, except for any filings required under Schedule 13D under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") or Section 16 of the Exchange Act.

(vi) Seller has, and upon transfer by Seller of the Purchased Shares and the Remaining Shares hereunder Seller will deliver to Purchaser, good and marketable title to the Purchased Shares and the Remaining Shares, free and clear of any claims, liens, encumbrances, security interests, restrictions and adverse claims of any kind or nature whatsoever. There are no outstanding subscriptions, options, warrants, rights, contracts, understandings or agreements to purchase or otherwise acquire the Purchased Shares or the Remaining Shares other than as provided for herein.

(b) Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller and DeGroote as follows:

(i) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Purchaser has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser.

(iii) This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable in accordance with its terms except as enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors or general principles of equity.

(iv) The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not (A) violate any provision of any existing law, statute, rule, regulation or ordinance applicable to Purchaser or (B) conflict with, result in any breach of or constitute a default under (1) the Certificate of Incorporation or By-laws of Purchaser, (2) any order, writ, judgment, award or decree of any court, governmental authority, bureau or agency to which Purchaser is a party or by which it may be bound or (3) any contract or other agreement or undertaking to which Purchaser is a party or by which Purchaser may be bound.

(v) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except for the filing of a Current Report on Form 8-K in accordance with the Exchange Act.

7. **Closing Conditions.**

(a) Conditions to Each Party's Obligations. The obligation of Purchaser to purchase the Purchased Shares and the Option at the Closing and the obligation of Seller to sell the Purchased Shares and the Option at the Closing are subject to the fulfillment at or prior to the Closing of the following conditions:

(i) No preliminary or permanent injunction or other order shall have been issued by any court of competent jurisdiction or by any governmental or regulatory body, nor shall any statute, rule, regulation or executive order have been promulgated or enacted by any governmental authority which prevents the consummation of the transactions contemplated by this Agreement.

(ii) No action or proceeding before any court or any governmental or regulatory authority shall have been commenced by any governmental or regulatory body and shall be pending against any of the parties hereto or any of their respective affiliates, associates, officers or directors seeking to prevent or delay the transactions contemplated by this Agreement.

(b) Conditions to Obligation of Purchaser. The obligation of Purchaser to purchase the Purchased Shares and the Option at the Closing is subject to the fulfillment at or prior to the Closing of the following conditions:

(i) The representations and warranties of Seller and DeGroote contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though such representations and warranties were made at and as of the Closing Date.

(ii) Seller and DeGroote shall have performed and complied in all material respects with all agreements, obligations and conditions required by this Agreement to be performed or complied with by Seller and DeGroote at or prior to the Closing.

(c) Conditions to Obligation of Seller. The obligation of Seller to sell the Purchased Shares and the Option at the Closing is subject to the fulfillment at or prior to the Closing of the following conditions:

(i) The representations and warranties of Purchaser contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though such representations and warranties were made at and as of the Closing Date.

(ii) Purchaser shall have performed and complied in all material respects with all agreements, obligations and conditions required by this Agreement to be performed or complied with by Purchaser at or prior to the Closing.

8. **Miscellaneous**.

(a) No Brokers. Seller and DeGroote, on the one hand, and Purchaser, on the other hand, each represent to the other that neither it nor any of its respective affiliates have employed any broker or finder or incurred any liability for any brokerage or finder's fees or commissions or expenses related thereto in connection with the negotiation, execution or consummation of this Agreement or any of the transactions contemplated hereby and respectively agree to indemnify and hold the other harmless from and against any and all claims, liabilities or obligations with respect to any such fees, commissions or expenses asserted by any person on the basis of any act or statement alleged to have been made by such party or any of its affiliates.

(b) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(c) Assignment; Binding Effect; Third Party Beneficiaries. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns. There are no third party beneficiaries having rights under or with respect to this Agreement.

(d) Further Assurances. If any further action is necessary or reasonably desirable to carry out this Agreement's purposes, each party will take such further action (including executing and delivering any further instruments and documents and providing any reasonably requested information) as the other party reasonably may request.

(e) Survival of Representations, Warranties and Covenants. Each representation, warranty, covenant and obligation in this Agreement will survive for a period of one year after the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, and will not be affected by any investigation by or on behalf of the other party to this Agreement.

(f) Indemnification. Seller and DeGroote, on the one hand, and Purchaser, on the other hand, respectively, will each indemnify and hold harmless the other from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, legal fees and expenses) suffered or incurred by any such indemnified party to the extent arising from any breach of any representation or warranty of the indemnifying party contained in this Agreement or any breach by the indemnifying party, or failure by the indemnifying party to perform, any covenant or agreement contained herein.

(g) Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to Purchaser:

6050 Oak Tree Blvd., South, Suite 500
Cleveland, OH 44131
Attention: Michael W. Gleespen
Facsimile: 216-447-9007

with a copy (which will not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Mark Zvonkovic
Facsimile: (212) 872-1002

If to Seller or DeGroote:

Victoria Hall
11 Victoria Street
Hamilton, HMEX Bermuda
Attention: James Watt
Facsimile: (441) 292 9485

with a copy (which will not constitute notice) to:

Dickstein Shapiro LLP
1633 Broadway 10019-6708
Attention: Malcolm I. Ross, Esq.
Facsimile: (212) 277-6501

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (iv) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

(h) Specific Performance; Remedies. Each party acknowledges and agrees that the other party would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

(i) Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(j) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law principles.

(k) Amendment. This Agreement may not be amended or modified except by a writing signed by all of the parties.

(l) Extensions; Waivers. Any party may, for itself only, (a) extend the time for the performance of any of the obligations of any other party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the party to be bound thereby. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the party of any party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

(m) Expenses. Each party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

(n) Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CBIZ, Inc.

By: /s/ Jerome P. Grisko, Jr.
Name: Jerome P. Grisko, Jr.
Title: President

Westbury (Bermuda) Ltd.

By: /s/ Jim Watt
Name: Jim Watt
Title: President

Westbury Trust

By: /s/ Jim Watt
Name: Jim Watt
Title: Trustee

Michael G. DeGroote

/s/ Michael G. DeGroote

Annex A

EXECUTION VERSION

CUSTODY AGREEMENT

THIS CUSTODY AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this "Agreement") is made and entered into as of September 14, 2010, by and among Westbury (Bermuda) Ltd., a Bermuda exempted company, and Westbury Trust, a Bermuda trust (collectively, "Seller"), Michael G. DeGroote ("DeGroote"), CBIZ, Inc., a Delaware corporation ("Company"), and JPMorgan Chase Bank, N.A. (the "Custodian").

WHEREAS, Company, Seller and DeGroote are desirous of appointing the Custodian as its agent to hold 7,716,669 shares of common stock of the Company (the "Shares") subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment**. Company, Seller and DeGroote hereby appoint the Custodian as the custodian for the purposes set forth herein, and the Custodian hereby accepts such appointment under the terms and conditions set forth herein.

2. **Custody Account.** The Custodian will establish and maintain one or more custody accounts as required (the "Accounts") in the name of Seller for the purpose of holding the Shares that shall be deposited with the Custodian.

3. **Disposition and Termination.** The Custodian shall release all or a portion of the Shares deposited in the Accounts to Company upon, and pursuant to, the joint written instructions of Company, Seller and DeGroote in the form of Annex A hereto and in accordance with the security procedures set forth in Section 12 below. This Agreement shall terminate at the earlier of (a) the mutual agreement of Seller, DeGroote and Company, (b) September 30, 2013, (c) upon receipt of a written notice from Seller, DeGroote and Company stating that the Underlying Agreement (as defined below) has been terminated by its terms, and (d) the date on which the final release of all of the Shares has been made hereunder in accordance with the terms hereof. Any Shares remaining in the Accounts upon termination of this Agreement shall be returned by the Custodian to Seller (together with all instruments of assignment executed in connection with such remaining Shares) or to whoever may be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

4. **Use of Depositories; Nominee Name.**

(a) The Custodian may deposit the Shares with, and hold securities in, any securities depository, settlement system, dematerialized book entry system or similar system (together a "Securities Depository") on such terms as such systems customarily operate and Company, Seller and DeGroote will provide the Custodian with such documentation or acknowledgements that the Custodian may require to hold the Shares in such systems. The Custodian is not responsible for the selection or monitoring of any Securities Depository and will have no responsibility for any act or omission by (or the insolvency of) any Securities Depository. In the event Company, Seller or DeGroote incur a loss due to the negligence, willful misconduct, or insolvency of a Securities Depository, the Custodian will make reasonable endeavors, to seek recovery from the Securities Depository, but Custodian will not be obligated to institute legal proceedings, file proofs of claim in any insolvency proceeding, or take any similar action. The Securities Depository must be acceptable and approved by the Custodian, as an operating system compatible with the Custodian's bank systems.

(b) The Custodian will identify in its books that the Shares credited to the Accounts belong to Seller (except as otherwise may be agreed by all parties hereto).

(c) The Custodian is authorized:

(i) to hold securities in or deposit securities with any Securities Depository or settlement system, acceptable to the Custodian; and

(ii) to register in the name of Seller, the Custodian, a Securities Depository, or their respective nominees, such securities as are customarily held in registered form.

5. **Entitlements**. With respect to all Shares held in the Accounts, the Custodian by itself, or through the use of the book entry system or the appropriate Securities Depository, shall, unless otherwise instructed in writing to the contrary by Company, Seller and DeGroote: (a) collect all income and other payments reflecting dividends and other distributions on the Shares in the Accounts and disburse such amounts to Seller; (b) forward to Seller copies of all information or documents that it may receive from the Company which, in the opinion of the Custodian, are intended for the beneficial owner of the Shares including, without limitation, all proxies and other authorizations properly executed and all proxy statements, notices and reports; and (c) hold directly, or through the book entry system or Securities Depository, all rights issued with respect to the Shares held by the Custodian hereunder.

6. **Custodian**. (a) The Custodian shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. The Custodian shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Company, Seller, DeGroote and any other party, in connection herewith, if any, including without limitation that certain Stock and Option Purchase Agreement among Company, Seller and DeGroote (the "Underlying Agreement"), nor shall the Custodian be required to determine if any person or entity has complied with any Underlying Agreement, nor shall any additional obligations of the Custodian be inferred from the terms of any Underlying Agreement, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Underlying Agreement, any schedule or exhibit attached to this Agreement, or any other agreement with Company, Seller and DeGroote, the terms and conditions of this Agreement shall control. The Custodian may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by Company, Seller and DeGroote without inquiry and without requiring substantiating evidence of any kind. The Custodian shall not be liable to Company, Seller, DeGroote, any beneficiary or other person for refraining from acting upon any instruction setting forth the release of Shares in the Accounts, unless such instruction shall have been delivered to the Custodian in accordance with Section 12 below and the Custodian has been able to satisfy any applicable security procedures as may be required thereunder. The Custodian shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Custodian shall have no duty to solicit any payments which may be due to it or the Accounts nor shall the Custodian have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder.

(b) The Custodian shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Custodian's gross negligence or willful misconduct was the primary cause of any loss to Company, Seller or DeGroote. The Custodian may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Custodian may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Custodian shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Custodian shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a joint direction in writing by Company, Seller and DeGroote which eliminates such ambiguity or uncertainty to the satisfaction of Custodian or by a final and non-appealable order or judgment of a court of competent jurisdiction. Company, Seller and DeGroote agree to pursue any redress or recourse in connection with any dispute without making the Custodian a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Custodian has been advised of the likelihood of such loss or damage and regardless of the form of action.

7. **Succession.** The Custodian may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to Company, Seller and DeGroote specifying a date when such resignation shall take effect. Company, Seller and DeGroote shall have the right at any time by written agreement to remove the Custodian and appoint a successor by giving the Custodian thirty (30) days advance notice in writing of such replacement and instructions to deliver the Shares to such successor custodian. The Custodian shall have the right to withhold an amount equal to any amount due and owing to the Custodian, plus any costs and expenses the Custodian shall reasonably believe may be incurred by the Custodian in connection with the termination of this Agreement. Any entity into which the Custodian may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Custodian under this Agreement without further act. Custodian's sole responsibility after such thirty-day notice period expires shall be to hold the Shares in the Accounts (without any obligation to reinvest the same) and to deliver the same to a designated substitute custodian, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Custodian's obligations hereunder shall cease and terminate, subject to the provisions of Section 9(b).

8. **Compensation and Reimbursement.** Company agrees (a) to pay the Custodian upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, along with any fees or charges for accounts, including those levied by any governmental authority which the Custodian may impose, charge or pass-through, which unless otherwise agreed in writing shall be as described in Schedule 2 attached hereto, and (b) to pay or reimburse the Custodian upon request for all reasonable out-of-pocket expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance of this Agreement. The obligations contained in this Section 8 shall survive the termination of this Agreement and the resignation, replacement or removal of the Custodian.

9. **Indemnity.** (a) Seller, DeGroote, and Company shall jointly and severally indemnify, defend and save harmless the Custodian and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the reasonable fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses") arising out of or in connection with (i) the Custodian's execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except in the case of any Indemnitee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to have been primarily caused by the gross negligence or willful misconduct of such Indemnitee, or (ii) its following any joint instructions or other directions from the Company, Seller and DeGroote, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnity obligations set forth in this Section 9(a) shall survive the resignation, replacement or removal of the Custodian or the termination of this Agreement.

(b) Seller hereby grants the Custodian a lien on, right of set-off against and security interest in, the Accounts for the payment of any claim for indemnification, fees, expenses and amounts due to the Custodian or an Indemnitee. In furtherance of the foregoing, the Custodian is expressly authorized and directed, but shall not be obligated, to charge against, liquidate sufficient assets and withdraw the proceeds of such from the Accounts for its own account or for the account of an Indemnitee any amounts due to the Custodian or to an Indemnitee under either Sections 7, 8 or 9(a).

10. **Account Opening Information/Taxpayer Identification Number/Tax Reporting.**

(a) **Patriot Act Disclosure.** Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Custodian to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Custodian's identity verification procedures require the Custodian to obtain information which may be used to confirm Seller's and DeGroote's identity including without limitation name, address and organizational documents ("identifying information"). Seller and DeGroote agree to provide the Custodian with and consents to the Custodian obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Custodian.

(b) **Certification and Tax Reporting**. Seller, DeGroote and Company have provided the Custodian with thier fully executed Internal Revenue Service ("IRS") Forms W-8, or W-9 and/or other required documentation. All interest or other income earned under this Agreement shall be allocated Seller and reported, as and to the extent required by law, by the Custodian to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Accounts by Seller whether or not said income has been distributed during such year. Custodian shall withhold any taxes in the absence of proper tax documentation, or as required by law, and shall remit such taxes to the appropriate authorities.

11. **Notices.** All communications hereunder shall be in writing and except for the joint instructions from Company, Seller and DeGroote setting forth the release of Shares (which shall be specifically governed by Section 12 below), shall be deemed to be duly given after it has been received and the receiving party has had a reasonable time to act upon such communication if it is sent or served:

(a) by facsimile;

(b) by overnight courier; or

(c) by prepaid registered mail, return receipt requested;

to the appropriate notice address set forth below or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

If to Company
6050 Oak Tree Blvd., South, Suite 500
Cleveland, OH 44131
Attention: Michael W. Gleespen
Tel No.: (216) 447-9000
Fax No.: (216) 447-9007

If to Seller or DeGroote
Victoria Hall
11 Victoria Street
Hamilton, HMEX Bermuda
Attention: James Watt
Tel No.: (441) 292 9480
Fax No.: (441) 292 9485

with a copy (which shall not constitute notice) to:
Dickstein Shapiro LLP
1633 Broadway
New York, NY 10019
Tel No.: (212) 277-6525
Fax No.: (212) 277-6501

If to the Custodian
JPMorgan Chase Bank, N.A.
Escrow Services
4 New York Plaza, 21st Floor
New York, N.Y. 10004
Attention: Florence Hanley or Sal Lunetta
Fax No.: 212.623.6168

Notwithstanding the above, in the case of communications delivered to the Custodian, such communications shall be deemed to have been given on the date received by an officer of the Custodian or any employee of the Custodian who reports directly to any such officer at the above-referenced office. In the event that the Custodian, in its sole discretion, shall determine that an emergency exists, the Custodian may use such other means of communication as the Custodian deems appropriate.

12. **Security Procedures.** Notwithstanding anything to the contrary as set forth in Section 11, the joint instructions in the form of Annex A hereto setting forth the release of Shares, may be given to the Custodian only by confirmed facsimile and no instruction for or related to the release of Shares in the Accounts, shall be deemed delivered and effective unless the Custodian actually shall have received such instruction by facsimile at the number provided to the Company, Seller and DeGroote by the Custodian in accordance with Section 11 and as further evidenced by a confirmed transmittal to that number.

(a) The Custodian is authorized to seek confirmation of the joint instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Custodian may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Custodian. If the Custodian is unable to contact any of the authorized representatives identified in Schedule 1, the Custodian is hereby authorized both to receive written instructions from and seek confirmation of such instructions by telephone call-back to any one or more, as the case may be, of each of the Company's and Seller's executive officers ("Executive Officers"), which shall include the titles of President, Chief Financial Officer or Treasurer in the case of the Company and President in the case of Seller as the Custodian may select. Such Executive Officer shall deliver to the Custodian a fully executed incumbency certificate, and the Custodian may rely upon the confirmation of anyone purporting to be any such officer.

(b) Company, Seller and DeGroote acknowledge that the security procedures set forth in this Section 12 are commercially reasonable.

13. **Compliance with Court Orders.** In the event that any of the Shares deposited hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Shares deposited under this Agreement, (a) the Custodian shall provide a copy or written notice of the same to each of Company, Seller, and DeGroote as soon as practicable and at most within five (5) Business Days of the Custodian's receipt of the same, and (b) the Custodian is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Custodian obeys or complies with any such writ, order or decree it shall not be liable to Company, Seller, DeGroote or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Custodian located at the notice address set forth above is authorized or required by law or executive order to remain closed.

14. **Miscellaneous.** Except for changes to the joint instructions as provided in Section 12, the provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all parties to this Agreement. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party to this Agreement, except as provided in Section 7, without the prior consent of all parties hereto. This Agreement shall be governed by and construed under the laws of the State of New York. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York. To the extent that in any jurisdiction Company, Seller or DeGroote may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgment), or other legal process, Company, Seller and DeGroote shall not claim, and each hereby irrevocably waives, such immunity. Each party further hereby waives any right to a trial by jury with respect to any

lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or email, and such facsimile or email will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 9 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the parties hereto any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any Shares in the Accounts hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CBIZ, INC.

Signature: _____

Printed Name: _____

WESTBURY (BERMUDA) LTD.

Signature: _____

Printed Name: _____

WESTBURY TRUST

Signature: _____

Printed Name: _____

MICHAEL G. DEGROOTE

Signature: _____

Printed Name: _____

JPMORGAN CHASE BANK, N.A.
as Custodian

By: _____

Its: Vice President

Schedule 1

Telephone Number(s) and authorized signature(s) for
Person(s) Designated to give Share Release Instructions

If from Company:

	Name	Telephone Number	Signature
1.	Jerome P. Grisko	(216) 447-9000	
2.	Ware H. Grove	(216) 447-9000	
3.	Kelly J. Marek	(216) 447-9000	

If from Seller:

	Name	Telephone Number	Signature
1.	James A. Loatt	(441) 292-9480	

Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Share Release Instructions

If from Company:

	Name	Telephone Number
1.	Jerome P. Grisko	(216) 447-9000
2.	Ware H. Grove	(216) 447-9000
3.	Kelly J. Marek	(216) 447-9000

If from Seller:

	Name	Telephone Number
1.	James A. Watt	(441) 292-9480

All Share release instructions must include the signature of the person(s) authorizing said Share release.

Schedule 2[1]

J.P.Morgan

Based upon our current understanding of your proposed transaction, our fee proposal is as follows:

Account Acceptance Fee	**$WAIVED**

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

Annual Administration Fee	**$ 2,500**

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-ration for partial years.

Extraordinary Services and Out-of Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at the Bank's then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services thereby incurring additional charges. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees and other charges, including those levied by any governmental authority.

Disclosure & Assumptions

- Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review. JPMorgan reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or conditions or other factors change from those used to set our fees.

  The escrow deposit shall be continuously invested in a JPMorgan Chase Bank money market deposit account ("MMDA") MMDA have rates of compensation that may vary from time to time based upon market conditions.

- The Depositor acknowledges and agrees that they are permitted by U.S. law to make up to six (6) pre-authorized withdrawals or telephonic transfers from an MMDA per calendar month or statement cycle or similar period. If the MMDA can be accessed by checks, drafts, bills of exchange, notes and other financial instruments ("Items"), then no more than three (3) of these six (6) transfers may be made by an Item. The Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a money market deposit account.

- Payment of the invoice is due upon receipt.

Compliance

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account. We may ask for information that will enable us to meet the requirements of the Act.

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1 Conform to fee proposal

Annex A

[Date]

VIA FACSIMILE: _____

[Name and Address of Custodian]

Re: Joint Written Instructions on Release of Shares Pursuant to Option Exercise

Ladies and Gentlemen:

Reference is made to that certain Custody Agreement, dated as of September ___, 2010 (the "Agreement"), by and among Westbury (Bermuda) Ltd., a Bermuda exempted company, and Westbury Trust (collectively, "Seller") and Michael G. DeGroote, CBIZ, Inc. ("Company") and JPMorgan Chase Bank, N.A. (the "Custodian"). Capitalized terms used but not defined herein shall have the meanings provided in the Agreement.

Pursuant to Sections 3 and 12 of the Agreement, Company hereby notifies the Custodian of, and Seller and DeGroote acknowledge, exercise of the Option (as defined in the Underlying Agreement) by Company in accordance with the terms of the Underlying Agreement, and Seller, DeGroote and Company hereby instruct the Custodian to release _____ Shares to Company.

Very truly yours,

CBIZ, INC.

By: _____
Name: _____
Title: _____

WESTBURY (BERMUDA) LTD.

By: _____
Name: _____
Title: _____

WESTBURY TRUST

By: _____
Name: _____
Title: _____

MICHAEL G. DEGROOTE

_____

Exhibit 10.2

Execution Version

FIRST AMENDMENT
TO
CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT (the "Agreement") is being executed and delivered as of September 14, 2010 by and among CBIZ, Inc., a Delaware corporation (the "Company"), the "Guarantors" as defined in the Credit Agreement referred to and defined below, the several financial institutions from time to time party to such Credit Agreement (collectively, the "Lenders"), and Bank of America, N.A. ("Bank of America"), as administrative agent for the Lenders (in such capacity, the "Agent"). Undefined capitalized terms used herein shall have the meanings ascribed to such terms in such Credit Agreement, and section references used herein, shall, unless otherwise specified, refer to sections of such Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Company, the Lenders and the Agent have entered into that certain Credit Agreement dated as of June 4, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, among other things, the Lenders have agreed to provide, subject to the terms and conditions contained therein, certain loans and other financial accommodations to or for the benefit of the Company;

WHEREAS, in connection with the Credit Agreement, the Guarantors have each executed and delivered in favor of the Agent and the Lenders a certain Guaranty pursuant to which the Guarantors have guaranteed the Company's obligations under the Credit Agreement;

WHEREAS, the Company requested that the Lenders agree, and subject to the terms and conditions set forth herein, the Lenders have agreed, to amend the Credit Agreement in certain respects as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions stated herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company, the Guarantors, the Majority Lenders and the Agent, such parties hereby agree as follows:

1. Amendment. Subject to the satisfaction of the conditions set forth in Paragraph 2 of this Agreement, the Credit Agreement is hereby amended as follows (unless otherwise specified, section references used in this section shall refer to such sections of the Credit Agreement):

(a) Section 1.01 is amended to add the following new definitions in their appropriate alphabetical location:

"2010 Buyback/Option Agreement" means a stock and option purchase agreement in the form delivered to the Agent and the Lenders on September 14, 2010.

"2010 Buyback/Option Transactions" means, collectively, the capital stock repurchase transaction and option purchase transaction contemplated by the 2010 Buyback/Option Agreement.

"Adjusted Senior Leverage Threshold" means, at any time, the following applicable ratio:

Period of Determination	*Ratio*
First Amendment Effective Date through 6/29/2011	*2.50:1.0*
6/30/2011 through 12/31/2011	*2.25:1.0*
1/1/2012 through 6/29/2012	*2.50:1.0*
Thereafter	*2.25:1.0.*

"Adjusted Total Leverage Threshold" means, at any time, the following applicable ratio:

Period of Determination	*Ratio*
First Amendment Effective Date through 6/29/2011	*3.75:1.0*
6/30/2011 through 6/29/2012	*3.50:1.0*
Thereafter	*3.25:1.0.*

"First Amendment Effective Date" means the date on which each of the conditions set forth in clauses (i) through (iii) of Paragraph 2 of the First Amendment to this Agreement dated as of September 14, 2010 shall have been satisfied.

"New Subordinated Debt" means unsecured Indebtedness (i) incurred at a time when no Event of Default exists and, after giving pro forma effect thereto, no Event of Default would occur (including, without limitation, with respect to the Total Leverage Ratio under Section 8.15), (ii) which is subordinated in right of payment to all of the Obligations pursuant to subordination provisions which are substantially similar to, or more favorable to the Agent and the Lenders than, those applicable to the Convertible Debt, as determined by the Agent in its sole discretion, (iii) which does not have a maturity date, scheduled amortization payments, mandatory prepayments or redemptions, or other similar obligations scheduled to occur prior to the Revolving Termination Date, (iv) which is governed by documentation which does not include covenants or defaults which are materially more restrictive or onerous in any respect than those set forth herein, as determined by the Agent in its sole discretion and (v) does not prohibit the Company or any Subsidiary from granting Liens on any assets of the Company or its Subsidiaries in favor of the Agent or the Lenders.

"Senior Leverage Threshold" means, at any time, the following applicable ratio:

Period of Determination	*Ratio*
First Amendment Effective Date through 6/29/2011	*2.75:1.0*
6/30/2011 through 12/31/2011	*2.50:1.0*
1/1/2012 through 6/29/2012	*2.75:1.0*
Thereafter	*2.50:1.0.*

"Total Leverage Threshold" means, at any time, the following applicable ratio:

Period of Determination	*Ratio*
First Amendment Effective Date through 6/29/2011	*4.00:1.0*
6/30/2011 through 6/29/2012	*3.75:1.0*
Thereafter	*3.50:1.0.*

(b) Section 1.01 is further amended to delete the words "as calculated after adjusting the Leverage Ratio" appearing in the lead-in to the definition of "Applicable Margin" before the chart set forth therein.

(c) Section 1.01 is further amended to delete, in its entirety, clause (i) of the definition of "Applicable Margin" and to replace such clause with the following:

(i) for the period from September 14, 2010 to and including the delivery of the Compliance Certificate for the period ending December 31, 2010, the Applicable Margin shall be determined as if the Total Leverage Ratio for such period were greater than or equal to 3:50:1.00,

(d) Section 1.01 is further amended to delete, in its entirety, clause (j) of the definition of "Indebtedness" set forth therein and to replace such clause with the following:

(j) indebtedness of such Person referred to in clauses (a) through (i) above which is convertible into common stock of such Person provided that at the time and to the extent such indebtedness is so converted such indebtedness shall no longer constitute Indebtedness.

(e) Section 1.01 is further amended to delete the definition of "Leverage Ratio" in its entirety and to replace such definition with the following:

"Senior Leverage Ratio" means, with respect to the Company and its Subsidiaries (other than Excluded Subsidiaries), on a consolidated basis, as of any date of determination, the ratio of total consolidated Indebtedness (excluding the Convertible Debt and any New Subordinated Debt) as of such date to EBITDA for the twelve month period then most recently ended (taken as a single accounting period and calculated giving pro forma effect to any Acquisitions which occurred during such twelve month period as if such Acquisitions were consummated as of the first day of such twelve month period and including adjustments as are permitted under Regulation S-X of the SEC).

(f) Section 1.01 is further amended to delete, in its entirety, the definition of "Net Worth" and to replace such definition with the following:

"Net Worth" means shareholders' equity as determined in accordance with GAAP, plus any reduction to such shareholders' equity resulting from any of the 2010 Buyback/Option Transactions or any repurchases of capital stock made with the proceeds of New Subordinated Debt, in any case to the extent such 2010 Buyback/Option Transactions and repurchases are permitted under Section 8.10 hereof.

(g) Section 1.01 is further amended to delete in its entirety clause (3) of the definition of "Permitted Acquisition" and to replace such clause with the following:

(3) The (A) Senior Leverage Ratio as of the date of such Acquisition (after giving pro forma effect thereto such that the numerator thereof includes the effect of any Indebtedness incurred or assumed in connection with such Acquisition and the denominator thereof is calculated as if such Acquisition were consummated as of the first day of the twelve month period most recently ended with respect to which the Company has delivered financial statements pursuant to Section 7.01 and includes adjustments as are permitted under Regulation S-X of the SEC) is less than (x) with respect to any Acquisition consummated on or after May 1 of any calendar year but before February 1 of the succeeding calendar year, the applicable Adjusted Senior Leverage Threshold or (y) with respect to any Acquisition consummated on or after February 1 of any calendar year but before May 1 of that calendar year, the applicable Senior Leverage Threshold and (B) Total Leverage Ratio as of the date of such Acquisition (after giving pro forma effect thereto such that the numerator thereof includes the effect of any Indebtedness incurred or assumed in connection with such Acquisition and the denominator thereof is calculated as if such Acquisition were consummated as of the first day of the twelve month period most recently ended with respect to which the Company has delivered financial statements pursuant to Section 7.01 and includes adjustments as are permitted under Regulation S-X of the SEC) is less than (x) with respect to any Acquisition consummated on or after May 1 of any calendar year but before February 1 of the succeeding calendar year, the applicable Adjusted Total Leverage Threshold or (y) with respect to any Acquisition consummated on or after February 1 of any calendar year but before May 1 of that calendar year, the applicable Total Leverage Threshold;

(h) Section 1.01 is further amended to delete, in its entirety, the definition of "Private Placement Debt".

(i) Section 2.05(b) is deleted, in its entirety, and replaced with the following:

[intentionally omitted].

(j) Section 8.01 is amended to insert the word "or" at the end of clause (i) of the last sentence of such section, delete the word "or" at the end of clause (ii) of such sentence, and to delete clause (iii) of such sentence in its entirety.

(k) Section 8.05(h) is deleted in its entirety and replaced with the following:

(h) Indebtedness consisting of New Subordinated Debt.

(l) Section 8.10 is deleted in its entirety and replaced with the following:

8.10 Restricted Payments. The Company shall not, and shall not suffer or permit any Subsidiary to, declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any shares of any class of its capital stock, or purchase, redeem or otherwise acquire for value any shares of its capital stock or any warrants, rights or options to acquire such shares, now or hereafter outstanding, or repurchase, redeem or prepay the Convertible Debt or any New Subordinated Debt; except that (a) any Wholly-Owned Subsidiary may declare and make dividend payments or other distributions to the Company or to its immediate parent Subsidiary of the Company, (b) any Subsidiary that is not a Wholly-Owned Subsidiary may declare and make pro-rata dividend payments or other pro-rata distributions, (c) the Company may repurchase its capital stock for aggregate cash consideration not to exceed $50,000,000 pursuant to the terms and conditions of the 2010 Buyback/Option Agreement provided, at the time of each such repurchase, no Default or Event of Default has occurred and is continuing and no Default or Event of Default would occur after giving effect to such repurchase, and on or prior to the consummation of the initial repurchase of capital stock pursuant to the 2010 Buyback/Option Agreement the Company shall have delivered to the Agent a copy of a favorable "fairness opinion" with respect to the 2010 Buyback/Option Transactions from a nationally recognized investment banker engaged by the Company, (d) the Company may purchase an option to repurchase its capital stock for cash consideration for such option not to exceed $6,000,000 pursuant to the terms and conditions of the 2010 Buyback/Option Agreement provided, at the time of that it purchases such option, no Default or Event of Default has occurred and is continuing and no Default or Event of Default would occur after giving effect to purchase, and on or prior to the consummation of the purchase of such option the Company shall have delivered to the Agent a favorable "fairness opinion" with respect to the 2010 Buyback/Option Transactions from a nationally recognized investment banker engaged by the Company (which opinion may be part of the same single opinion delivered pursuant to clause (c) of this section), (e) the Company may repurchase its capital stock for

aggregate cash consideration not to exceed $30,000,000 provided that such repurchases are funded with the proceeds of the Company's issuance of New Subordinated Debt no later than five (5) Business Days following such issuance and, at the time of such repurchase of capital stock, no Default or Event of Default has occurred and is continuing and no Default or Event of Default would occur after giving effect to such repurchase, (f) the Company and its Subsidiaries may make any other repurchase or redemption of its capital stock, provided, that, in the case of this clause (f), (i) the Senior Leverage Ratio as of the date of any such repurchase or redemption (calculated on a pro forma basis giving effect to such repurchase or redemption) is less than or equal to 2.00 to 1.0 or (ii) (x) the Senior Leverage Ratio as of the date of any such repurchase or redemption (calculated on a pro forma basis giving effect to such repurchase or redemption) is greater than 2.00 to 1.0 but less than (I) with respect to any repurchase or redemption occurring on or after May 1 of any calendar year but prior to February 1 of the succeeding calendar year, the applicable Adjusted Senior Leverage Threshold or (II) with respect to any repurchase or redemption occurring on or after February 1 of any calendar year but prior to May 1 of that calendar year, the applicable Senior Leverage Threshold, and (y) the aggregate consideration paid and other payments made by the Company and its Subsidiaries during the preceding twelve months in connection with all such repurchases and redemptions, including such proposed repurchase or redemption, does not exceed $15,000,000, (g) the Company may pay the settlement amount with respect to each $1,000 aggregate principal amount of Convertible Debt or other convertible Indebtedness of the Company converted into shares of the Company's common stock (i) in cash, which shall not exceed the lesser of $1,000 and the conversion value of such Convertible Debt or other convertible Indebtedness pursuant to the terms and conditions of the Indenture or other governing document and (ii) if the conversion value of such Convertible Debt or other convertible Indebtedness exceeds $1,000, in the number of shares of the Company's common stock as calculated pursuant to the terms and conditions of the Indenture or other governing document; provided, however, that, in the event the aggregate amount of the shares of the Company's common stock delivered upon any such conversion would exceed 19.9% of the shares of the Company's common stock outstanding at the time at which such securities were issued, the Company may pay whole or partial settlement amounts in cash in the aggregate amount, and to the extent, necessary for the Company to be in compliance with the listing requirements of The New York Stock Exchange, (h) with respect to the conversion of the Convertible Debt or other convertible Indebtedness of the Company into shares of the Company's common stock, the Company may pay the cash value of fractional shares of the Company's common stock pursuant to the terms and conditions of the Indenture or applicable indenture or agreement governing such Indebtedness and (i) the Company may repurchase, redeem or prepay the Convertible Debt or New Subordinated Debt, provided that no Default or Event of Default has occurred and is continuing at the time of the consummation of any such repurchase, redemption or prepayment and no Default or Event of Default would occur after giving effect to any such repurchase, redemption or prepayment.

(m) Section 8.15 is deleted in its entirety and replaced with the following:

8.15 Leverage Ratios. The Company shall not, at any time, (a) permit its Senior Leverage Ratio to be greater than the applicable Senior Leverage Threshold or (b) permit its Total Leverage Ratio to be greater than the applicable Total Leverage Threshold.

(n) The form of Compliance Certificate attached as Exhibit C to the Credit Agreement is deleted in its entirety and replaced with the form attached hereto as Annex 1 to this Agreement.

2. Effectiveness of this Agreement; Conditions Precedent. The provisions of Paragraph 1 of this Agreement shall be expressly conditioned upon (a) in the case of the amendments contemplated by Paragraph 1(c) hereof, satisfaction of the conditions set forth in clauses (i) and (ii) below and (b) in the case of the other amendments contemplated by Paragraph 1 hereof, satisfaction of the conditions set forth in clauses (i), (ii) and (iii) below:

(i) the receipt by the Agent of an executed counterpart of this Agreement executed and delivered by duly authorized officers of the Company, the Guarantors and the Majority Lenders;

(ii) payment in full, in immediately available funds, to the Agent of (x) an amendment fee for the account of each Lender that executed and delivers a counterpart hereof on or prior to September 14, 2010, in the amount of 0.10% of such Lender's Revolving Loan Commitment and (y) an arrangement fee for the sole account of the Arranger as described in that certain letter agreement dated as of September 14, 2010 among Bank of America, the Arranger and the Company (all of which fees the Company hereby agrees to pay concurrently with its execution and delivery of this Agreement and agrees and acknowledges that such fees are fully-earned and non-refundable); and

(iii) the earlier to occur of the receipt by the Agent of (x) a copy of a fully-executed stock and option purchase agreement in the form delivered to the Agent and the Lenders on September 14, 2010 and (y) evidence satisfactory to the Agent that the Company shall have issued "New Subordinated Debt" (as proposed to be defined in Paragraph 1 hereof).

3. Representations and Warranties.

(a) The Company hereby represents and warrants that this Agreement and the Credit Agreement as amended by this Agreement constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

(b) The Company hereby represents and warrants that its execution, delivery and performance of this Agreement and the Credit Agreement as amended by this Agreement have been duly authorized by all proper corporate action, do not violate any provision of its certificate of incorporation or bylaws, will not violate any law, regulation, court order or writ applicable to it, and will not require the approval or consent of any Governmental Authority, or of any other third party under the terms of any contract or agreement to which the Company or any of the Company's Subsidiaries is bound.

(c) The Company hereby represents and warrants that (i) no Default or Event of Default has occurred and is continuing or will have occurred and be continuing and (ii) all of the representations and warranties of the Company contained in the Credit Agreement and in each other Loan Document (other than representations and warranties which, in accordance with their express terms, are made only as of an earlier specified date) are, and will be, true and correct as of the date of the Company's execution and delivery of this Agreement in all material respects as though made on and as of such date.

(d) The Company hereby represents and warrants that there are no actions, suits, investigations, proceedings, claims or disputes pending, or to the best knowledge of the Company, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, against the Company, its Subsidiaries or any of their respective properties which purport to affect or pertain to this Agreement, the Credit Agreement or any other Loan Document or any of the transactions contemplated hereby or thereby, or which could reasonably be expected to have a Material Adverse Effect

4. Reaffirmation, Ratification and Acknowledgment; Reservation. The Company and each Guarantor hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which they are a party, (b) agrees and acknowledges that such ratification and reaffirmation are not a condition to the continued effectiveness of such Loan Documents, and (c) agrees that neither such ratification and reaffirmation, nor the Agent's or any Lender's solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from the Company or such Guarantor with respect to any subsequent modifications to the Credit Agreement or the other Loan Documents. The Credit Agreement as amended hereby and each of the other Loan Documents shall remain in full force and effect and is hereby ratified and confirmed. Neither the execution, delivery nor effectiveness of this Agreement shall operate as a waiver of any right, power or remedy of the Agent or the Lenders, or of any Default or Event of Default (whether or not known to the Agent or the Lenders), under any of the Loan Documents, all of which rights, powers and remedies, with respect to any such Default or Event of Default or otherwise, are hereby expressly reserved by the Agent and the Lenders. This Agreement shall constitute a Loan Document for purposes of the Credit Agreement.

5. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS; PROVIDED THAT THE PARTIES SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.**

6. Agent's Expenses. The Company hereby agrees to promptly reimburse the Agent for all of the reasonable out-of-pocket expenses, including, without limitation, attorneys' and paralegals' fees, it has heretofore or hereafter incurred or incurs in connection with the preparation, negotiation and execution of this Agreement.

7. Counterparts. This Agreement may be executed in counterparts and all of which together shall constitute one and the same agreement among the parties.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CBIZ, INC.

By: /s/ Ware Grove
Name: Ware Grove
Title: SVP, CFO

BANK OF AMERICA, N.A., as Agent

By: /s/ Denise Jones
Name: Denise Jones
Title: Assistant Vice President

BANK OF AMERICA, N.A., as a Lender and as the Issuing Bank

By: /s/ Jonathan M. Phillips
Name: Jonathan M. Phillips
Title: Senior Vice President

HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Brian H. Gallagher
Name: Brian H. Gallagher
Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Phillip R, Duryea
Name: Phillip R, Duryea
Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jeff Kalinowski
Name: Jeff Kalinowski
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Patrick McGraw
Name: Patrick McGraw
Title: Vice President

FIFTH THIRD BANK, as a Lender

By: /s/ Martin H. McGinty
Name: Martin H. McGinty
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Joseph G. Moran
Name: Joseph G. Moran
Title: Senior Vice President

GUARANTORS:

CBIZ ACCOUNTING, TAX & ADVISORY OF ATLANTA, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF MARYLAND, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF CHICAGO, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF COLORADO, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF KANSAS CITY, INC.
CBIZ ACCOUNTING, TAX & ADVISORY OF NEW ENGLAND, LLC (FORMERLY CBIZ ACQUISITION A, LLC)
CBIZ ACCOUNTING, TAX & ADVISORY OF NEW YORK, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF OHIO, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF NORTHERN CALIFORNIA, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF ORANGE COUNTY, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF PHOENIX, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF SAN DIEGO, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF FLORIDA, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF TOPEKA, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF WICHITA, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF ST. LOUIS, LLC
CBIZ ACCOUNTING, TAX & ADVISORY OF MINNESOTA, LLC (FORMERLY CBIZ SK&B, LLC AND CBIZ BVKT, LLC)

By: /s/ Jerome P. Grisko, Jr.
Name: Jerome P. Grisko, Jr.
Title: Executive Vice President

GUARANTORS (continued):

CBIZ ACCOUNTING, TAX & ADVISORY OF UTAH, LLC
CBIZ ACCOUNTING, TAX & ADVISORY, LLC
CBIZ BEATTY SATCHELL, LLC
CBIZ BENEFITS & INSURANCE SERVICES, INC.
CBIZ FAMILY OFFICE SERVICES, LLC
(FORMERLY MAHONEY COHEN FAMILY OFFICE SERVICES, LLC)
CBIZ GIBRALTAR REAL ESTATE SERVICES, LLC
CBIZ RISK & ADVISORY SERVICES LLC
CBIZ INSURANCE SERVICES, INC.
CBIZ KA CONSULTING SERVICES, LLC
CBIZ M & S CONSULTING SERVICES, LLC
CBIZ M.T. DONAHOE & ASSOCIATES, LLC
CBIZ MEDICAL MANAGEMENT, INC.
CBIZ MEDICAL MANAGEMENT NORTHEAST, INC.
CBIZ MEDICAL MANAGEMENT PROFESSIONALS, INC.
CBIZ MMP OF TEXAS, LLC
CBIZ NETWORK SOLUTIONS, LLC
CBIZ NATIONAL TAX OFFICE, LLC (FORMERLY CBIZ UNCLAIMED PROPERTY SERVICES, LLC)
CBIZ RETIREMENT CONSULTING, INC.
CBIZ SOUTHERN CALIFORNIA, LLC
CBIZ SPECIAL RISK INSURANCE SERVICES, INC.
CBIZ TECHNOLOGIES, LLC
CBIZ VALUATION GROUP, LLC
CBIZ FLEX, INC.
EFL ASSOCIATES OF COLORADO, INC.
EFL ASSOCIATES, INC.
EFL HOLDINGS, INC.
MHM RETIREMENT PLAN SOLUTIONS, LLC
MEDICAL MANAGEMENT SYSTEMS, INC.
TRIMED INDIANA, LLC

By: /s/ Jerome P. Grisko, Jr.
Name: Jerome P. Grisko, Jr.
Title: Executive Vice President

GUARANTORS (continued):

CBIZ MHM, LLC
CBIZ NETWORK SOLUTIONS CANADA, INC.
CBIZ OPERATIONS, INC.
CBIZ WEST, INC.
CBIZ TAX AND ADVISORY OF NEBRASKA INC.
ONECBIZ, INC.

By: /s/ Jerome P. Grisko, Jr.
Name: Jerome P. Grisko, Jr.
Title: President

Annex 1

Form of Restated Compliance Certificate (Exhibit C to Credit Agreement)

Attached.

EXHIBIT C

to Credit Agreement

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: June 30, 2010

To: Bank of America, N.A., as Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of June 4, 2010 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"), among CBIZ, Inc., a Delaware corporation (the "Company"), the Lenders from time to time party thereto, and Bank of America, N.A., as Agent, Issuing Bank and Swing Line Bank. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The undersigned Responsible Officer hereby certifies as of the date hereof that he is the Chief Financial Officer of the Company, and that, as such, he is authorized to execute and deliver this Certificate to the Agent on the behalf of the Company, and that:

1. Attached hereto as Schedule 1 are the unaudited consolidated financial statements required by Section 7.01(b) of the Agreement for the fiscal quarter of the Company and its Subsidiaries ended as of the above date. Such financial statements fairly present the financial condition, results of operations and cash flows of the Company and its Subsidiaries in accordance with GAAP as at such date and for such period, subject only to ordinary, good faith year-end audit adjustments. Also attached hereto is a copy of the unaudited combined consolidated statements of income of the Excluded Subsidiaries for the period commencing on the first day and ending on the last day of such quarter, and in any case certified by the chief executive officer and chief financial officer as fairly presenting, in accordance with GAAP (subject to ordinary, good faith year-end audit adjustments), the financial position and the results of operations of the Excluded Subsidiaries.

2. Attached hereto as Schedule 2 is an updated Schedule 6.19 to the Credit Agreement setting forth a complete and accurate list, as of the date of this Certificate, of the correct legal name and jurisdiction of organization of each direct and indirect Subsidiary of the Company.

3. The undersigned has reviewed and is familiar with the terms of the Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of the Company and its Subsidiaries during the accounting period covered by the attached financial statements.

4. A review of the activities of the Company during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Company performed and observed all its Obligations under the Loan Documents, and to the best knowledge of the undersigned during such fiscal period, no Default or Event of Default has occurred under any of the Loan Documents.

5. The representations and warranties of the Company contained in Article VI of the Agreement, or which are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date.

6. The financial covenant analyses and information set forth on Schedule 3 attached hereto are true and accurate on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of August 9, 2010.

CBIZ, INC.

By: /s/ Ware Grove
Name: Ware Grove
Title: Chief Financial Officer

Exhibit 99.1

Press release

FOR IMMEDIATE RELEASE

CONTACT: **Ware Grove**
Chief Financial Officer
-or-
Lori Novickis
Director, Corporate Relations
CBIZ, Inc.
Cleveland, Ohio
(216) 447-9000

CBIZ TO BUY SHARES FROM FOUNDER

COMPANY AMENDS ITS $275 MILLION UNSECURED CREDIT FACILITY

Cleveland, Ohio (September 15, 2010)-CBIZ, Inc. (NYSE:CBZ)("Company") today announced that it has entered into an agreement with Westbury (Bermuda) Ltd. ("Westbury"), a company organized by CBIZ founder Michael G. DeGroote, to purchase approximately 7.7 million shares of the Company's common stock at a price of $6.25 per share. The Company also agreed to purchase an option expiring on September 30, 2013 to purchase up to approximately 7.7 million shares of the Company held by Westbury at a price of $7.25 per share.

Westbury, the Company's largest shareholder prior to the consummation of the transaction, has agreed to the sale and option arrangements with respect to its entire ownership interest in the Company as part of a program to facilitate Mr. DeGroote's estate planning. Prior to the sale, Westbury's holdings of approximately 15.4 million shares of the Company represented approximately 25% of the total shares outstanding of CBIZ.

Concurrently, the Company today also announced that it has amended its $275 million unsecured credit facility led by Bank of America, NA. The amendment provides the Company with the flexibility to purchase Westbury's shares, to address a variety of options to refinance its Convertible Notes due in June of 2011, and to continue its strategic growth strategy which includes future acquisitions.

"We are pleased with our unique national position in the professional services marketplace and the underlying health of our business which enabled us to accommodate this transaction with Mr. DeGroote," stated Steven Gerard, CBIZ Chairman and CEO. "We will continue to be opportunistic with our use of capital to create long-term value for the CBIZ shareholder. Our cash flow continues to be strong and we remain focused on our growth goals by focusing on strategic acquisitions that will complement the organic growth of our business. To reiterate our earlier guidance for 2010, we continue to expect to achieve earnings per share for the full year within a close range of the $0.52 per share reported for 2009 and full year EBITDA this year within a close range of the $85 million achieved in 2009," concluded Gerard.

The share purchase transaction is expected to close today, September 15, 2010, and providing for the purchase of the shares and the related option, the level of debt outstanding on the Company's bank credit facility is expected to be approximately $170 million. As a result of this transaction, the fully diluted weighted average share count is expected to be approximately 59.5 million shares at year-end 2010 and approximately 55.0 million shares at year-end 2011. The accretive impact of this transaction is expected to be approximately $0.04 per share in 2011.

Michael G. DeGroote, CBIZ founder stated, "Over the 14 years that I have been a major shareholder of CBIZ, I have watched with pride the continued growth and many accomplishments attained by the Company and I am pleased to have been part of the formation of what has become a strong well positioned professional services company today. However, at age 77, I am looking to realign assets and this transaction will assist me to accomplish this. I continue to be supportive of the CBIZ management team's efforts and I believe the future prospects for CBIZ are very bright."

CBIZ, Inc. provides professional business services that help clients better manage their finances and employees. CBIZ provides its clients with financial services including accounting and tax, internal audit, merger and acquisition advisory, and valuation services. Employee services include group benefits, property and casualty insurance, retirement plan consulting, payroll, HR consulting and wealth management. CBIZ also provides outsourced technology staffing support services, healthcare consulting and medical practice management. As one of the largest benefits specialists and one of the largest accounting, valuation and medical practice management companies in the United States, the Company's services are provided through more than 150 Company offices in 36 states.

Forward-looking statements in this release are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, but are not limited to, the Company's ability to adequately manage its growth; the Company's dependence on the current trend of outsourcing business services; the Company's dependence on the services of its CEO and other key employees; competitive pricing pressures; general business and economic conditions; and changes in governmental regulation and tax laws affecting its insurance business or its business services operations. A more detailed description of such risks and uncertainties may be found in the Company's filings with the Securities and Exchange Commission.

6050 Oak Tree Boulevard, South • Suite 500 • Cleveland, OH 44131 • Phone (216) 447-9000 • Fax (216) 447-9007