

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

SCHEDULE 13D
(Amendment No.4)*

Under the Securities Exchange Act of 1934

CBIZ, INC.
(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

124805102
(CUSIP Number)

Malcolm Ross
Dickstein Shapiro LLP
1633 Broadway
New York, N.Y. 10019
(212) 277-6500

(Name, Address, and Telephone Number of Person Authorized to Receive Notices and Communications)

September 14, 2010
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f), or 13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Persons	
	Westbury (Bermuda) Ltd.	
2	Check the Appropriate Box if Member of a Group	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds*	
	WC	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6	Citizenship or Place of Organization	
	Bermuda	
	7	Sole Voting Power
		7,716,669
	8	Shared Voting Power
		-0-
	9	Sole Dispositive Power
		-0-
	10	Shared Dispositive Power
		7,716,669
11	Aggregate Amount Beneficially Owned by Each Reporting Person.	
	7,716,669	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain shares (see instructions).	<input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11):	
	12.5% (1)	
14	Type of Reporting Person (see instructions):	
	CO	

(1) Based on 61,701,191 shares of common stock outstanding as of July 31, 2010, as reported by Issuer in its Form 10-Q filed on August 9, 2010.

1	Name of Reporting Persons	
	Westbury Trust	
2	Check the Appropriate Box if Member of a Group	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC Use Only	
4	Source of Funds	
	OO (1)	
5	Check box if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e)	<input type="checkbox"/>
6	Citizenship or Place of Organization	
	Bermuda	
		7 Sole Voting Power
		7,716,669 (2)
	Number of Shares Beneficially Owned by Each Reporting Person With	8 Shared Voting Power
		-0-
		9 Sole Dispositive Power
		-0-
		10 Shared Dispositive Power
		7,716,669 (2)
11	Aggregate Amount Beneficially Owned by Each Reporting Person.	
	7,716,669	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain shares (see instructions).	<input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11):	
	12.5% (3)	
14	Type of Reporting Person (see instructions):	
	OO	

(1) Working capital of Westbury (Bermuda) Ltd.

(2) Securities are owned directly by Westbury (Bermuda) Ltd., which is 100% owned by Westbury Trust. Westbury Trust is an indirect beneficial owner of the reported securities.

(3) Based on 61,701,191 shares of common stock outstanding as of July 31, 2010, as reported by Issuer in its Form 10-Q filed on August 9, 2010.

This Amendment No. 4 amends and supplements the Schedule 13D (the "Schedule 13D") filed with the Securities and Exchange Commission (the "SEC" or "Commission") on November 4, 1996 by Michael G. DeGroot ("DeGroot") and MGD Holdings Ltd., a Bermuda corporation, as amended by Amendment No. 1 filed with the SEC on June 4, 1997 by DeGroot and Westbury (Bermuda) Ltd., a Bermuda limited corporation ("Westbury") (as successor-in-interest to MGD Holdings Ltd.), Amendment No. 2 filed with the SEC on May 15, 1998 by DeGroot and Westbury, and Amendment No. 3 filed with the SEC on February, 12, 2010 by DeGroot, Westbury, and Westbury Trust, a Bermuda trust which owns 100% of the stock of Westbury, relating to the common stock, par value \$0.01 per share, of CBIZ, Inc., a Delaware corporation (the "Issuer").

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER:

Paragraphs (a) and (b) of Item 5 are amended and restated as follows:

(a) and (b) Items 7 through 11 and 13 of each of the cover pages of this Amendment No. 4 are incorporated herein by reference. Such information is based on 61,701,191 shares of common stock outstanding as of July 31, 2010, as reported by Issuer in its Form 10-Q filed on August 9, 2010. The Reporting Persons share the power to dispose of the shares with the Issuer pursuant to the terms of the Option granted to the Issuer by Westbury (as further described in Item 6 below).

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER:

Item 6 is hereby amended and restated in its entirety as follows:

On September 14, 2010, the Issuer, Westbury, Westbury Trust and DeGroot entered into a Stock and Option Purchase Agreement ("Agreement"). The Agreement provides for the purchase by the Issuer of (i) 7,716,669 shares of the Issuer held by Westbury at a price per share of \$6.25 in cash, or an aggregate of \$48,229,181.25 (the "Stock Purchase"), and (ii) an option, acquired for \$5,000,000, to purchase the remaining 7,716,669 shares of the Issuer held by Westbury (the "Option") at an exercise price per share of \$7.25 in cash (subject to adjustment for stock splits and stock dividends and distributions). The Stock Purchase closed September 15, 2010. The Option is exercisable by the Issuer in whole or in part at any time after the closing of the Agreement until September 30, 2013. The shares of the Issuer subject to the Option are held in a custody account pursuant to the terms of a Custody Agreement dated September 14, 2010, by and among Westbury, Westbury Trust, DeGroot, the Issuer and JPMorgan Chase Bank, N.A., as Custodian (the "Custody Agreement"). The descriptions of the Agreement and the Custody Agreement are qualified in their entirety by reference to the copies of each of them, which agreements are incorporated herein by reference and attached hereto as Exhibits 10.1 and 10.2.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS

Item 7 is hereby amended and supplemented to add the following as an exhibit hereto:

Exhibit 10.1: Stock and Option Purchase Agreement

Exhibit 10.2: Custody Agreement

SIGNATURE

After reasonable inquiry and to the best of our knowledge and belief, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: September 15, 2010

WESTBURY (BERMUDA) LTD.

/s/ Jim Watt

Name: Jim Watt

Title: President

Dated: September 15, 2010

WESTBURY TRUST

/s/ Jim Watt

Name: Jim Watt

Title: Trustee

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. DeGroot, a resident of Bermuda ("**DeGroot**") 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 DeGroot or any DeGroot Family Member.

(i) “**DeGroot Family Member**” means (A) any spouse or surviving spouse of DeGroot, (B) any brother, sister, child, adopted child, step child, grandchild, adopted grandchild or other issue of DeGroot, (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 DeGroot Entity or (F) any DeGroot 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 DeGroot in connection with the execution and delivery of this Agreement or the consummation by Seller and DeGroot 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 DeGroot 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 DeGroot, 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 DeGroot, 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 DeGroot:

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 part 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: _____
Name: Jerome P. Grisko, Jr.
Title: President

Westbury (Bermuda) Ltd.

By: _____
Name: Jim Watt
Title: President

Westbury Trust

By: _____
Name: Jim Watt
Title: Trustee

Michael G. DeGroot

Annex A

CUSTODY AGREEMENT

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. DeGroot ("DeGroot"), CBIZ, Inc., a Delaware corporation ("Company"), and JPMorgan Chase Bank, N.A. (the "Custodian").

WHEREAS, Company, Seller and DeGroot 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 DeGroot 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 DeGroot 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, DeGroot and Company, (b) September 30, 2013, (c) upon receipt of a written notice from Seller, DeGroot 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 DeGroot 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 DeGroot 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 their 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, HMEEX 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 DeGrootte 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 DeGrootte 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 DeGrootte 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, DeGrootte 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 DeGrootte 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 DeGrootte 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 2¹



Schedule of Fees for Escrow Agent Services

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 proration 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 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.

¹ Conform to fee proposal

[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. DeGroot, 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 DeGroot acknowledge, exercise of the Option (as defined in the Underlying Agreement) by Company in accordance with the terms of the Underlying Agreement, and Seller, DeGroot 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



