

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF HUGHES

) ss:

SIXTH JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA, EX REL.
LARRY DEITER, DIRECTOR OF
INSURANCE OF THE STATE OF SOUTH
DAKOTA,

32CIV18-125

Petitioner,

APPLICATION NO. 2

v.

RELIAMAX SURETY COMPANY,

FOR ORDER APPROVING
COMPENSATION OF
CONTRACTORS TO BE EMPLOYED
BY THE LIQUIDATOR

Respondent.

COMES NOW Larry Deiter, Liquidator ("the Liquidator") of ReliaMax Surety Company ("ReliaMax"), and hereby applies to the Court for an Order approving compensation as follows:

1. This application is made pursuant to SDCL § 58-29B-49(3) requesting Court approval of the compensation levels of employees, consultants, and other professionals employed by the Liquidator in the pursuit of his duties under SDCL Ch. 58-29B;
2. Pursuant to SDCL § 58-29B-49(2) and (3), the Liquidator has the power to employ those the Liquidator considers necessary to assist in the liquidation and fix compensation with Court approval;
3. The Liquidator has determined that the engagement of the individuals and organizations in this application are necessary for the liquidation to proceed;
4. Attached hereto as Exhibit A is an affidavit of Michael FitzGibbons, Special Deputy Liquidator of ReliaMax, filed in support of this Application which provides details regarding the contractors included in this Application;
5. Attached hereto as Exhibits B, C, D, E, F, and G and incorporated herein by reference are the applicable engagement agreements and compensation levels for the Court's review;
6. Attached also to this application is a proposed Order of Approval for the Court's consideration without necessity of a hearing unless the Court should require;

WHEREFORE the Liquidator respectfully requests that the court enter an Order of Approval for the compensation levels as contained this application.

Respectfully submitted this 12th day of October, 2018.



Frank A. Marnell
Attorney for Liquidator of ReliaMax Surety
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501
(605) 773-3563

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copy of the Liquidator's Application No. 2 was served upon ReliaMax Surety Company in Liquidation via regular U.S. Mail, postage prepaid, to the company's mailing address at 2300 E. 54th Street North, Sioux Falls, SD 57104.

Dated this 12th day of October, 2018 in Pierre, South Dakota.



Frank A. Marnell
Attorney for Liquidator of ReliaMax Surety
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501
(605) 773-3563

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Filed: 10/15/2018 3:31 PM CST Hughes County, South Dakota 32CIV18-000125

5. Absent a significant reassessment due to Proofs of Claim submitted by the filing deadline, December 31, 2018, the ReliaMax liquidation estate appears to have adequate funds to pay all Class 3 claims described in the previous paragraph.
6. Pursuant to SDCL Ch. 58-29B, once the December 31, 2018 deadline has passed for Proofs of Claim to be filed and investigations of those forms are complete, the Liquidator will begin to allow or disallow claims.

Unearned Premium Liability and Actuarial Analysis

7. Due to the July 27, 2018 bond cancellation, the ReliaMax liquidation estate has a substantial liability for unearned premium claims to its bondholders. Unearned premium claims fall within Class 4 of the liquidation estate, which is subordinate to Classes 1 through 3.
8. ReliaMax's unearned premium liability to Class 4 claimants (bondholders) is currently estimated at \$49.7 million. Based on information and belief, Class 4 claims will constitute the largest liability in this estate and will not be paid in full as this liability as currently calculated exceeds remaining assets after payment of claims set forth in Paragraph 5 above.
9. Over its lifespan, ReliaMax wrote bonds with several different premium payment methods and premium earnings patterns depending on the date of bond issuance, among other factors. The calculation of the unearned premium liability is extremely complex.
10. The current unearned premium estimate is based solely on calculations and actuarial methodology developed and employed by former management at ReliaMax.
11. In my opinion, the Liquidator and the Court should not rely solely on former management's calculation methodology(s) in estimating unearned premium attributable to bondholders. Bondholders have been advised, via the Proof of Claim process, that if they are unaware of their unearned premium claim, the Liquidator will calculate it on their behalf.
12. In my opinion there is a strong possibility that certain bondholders or other creditors may object to the Liquidator's adjudication of unearned premium claims. These objections could subject the estate to numerous hearings before this Court or the Court's appointed Referee to adjudicate each unearned premium dispute under SDCL §§ 58-29B-119 and 58-29B-120. I expect the calculation of unearned premium to be the most contentious issue in this estate.
13. Due to the size of the unearned premium liability, the expected challenges to the unearned premium methodology prescribed by former management, the potential for Proof of Claim objections by numerous bondholders and the complexity of the calculations, I believe it is appropriate to engage an independent actuarial firm to assess and present the needed formulae and final calculation methodology to allow the

Liquidator to adjudicate unearned premium claims in a reasonable, consistent and defensible manner for these affected Class 4 claimants.

14. After a diligent search, the Liquidator selected Deloitte Consulting LLP for this task and attached at Exhibit B to the Liquidator's Application No. 2 is the proposed engagement agreement. This contractor is subject only to this Court's approval, which is requested. This contractor's work regarding unearned premium is essential to the fair, timely and efficient adjudication of claims to close this estate.

Information Technology

15. With the continued reduction in staff at ReliaMax, the Liquidator requires the retention of information technology (IT) contractors to manage networks and data, protect the estate from cyber threats and troubleshoot programming as staff completes its work of winding down the estate. The estate intends to move staff and its operations to a more cost-effective location as soon as possible and enhanced IT support is necessary to facilitate this move. The two contractors selected for these IT tasks are at Exhibits C and D to the Liquidator's Application No. 2 subject only to this Court's approval, which is requested.

Legal Analysis on Sales of Data Assets

16. ReliaMax was a company intensely reliant on complex, interrelated data to conduct its business. The ReliaMax estate holds an array of data regarding student loan parameters, default conditions, underwriting criteria, claims history, subrogation recovery stratagems, rate and form filings and many other data collections which are valuable to interested buyers. The Liquidator has a growing list of firms interested in purchasing this data and believes the sale of this information could provide additional assets to the estate and its bondholder claimants.
17. Much of the aforementioned data is governed by state and federal laws, potentially restricting its use and resale. Determinations of this nature are outside the expertise of staff at the estate or the Liquidator's current legal support. To maximize value regarding ReliaMax data and to assure the salability of this intellectual property, the Liquidator requires a professional legal analysis by independent outside counsel.
18. After a diligent search, the Liquidator has selected Hudson Cook for this task at Exhibit E to the Liquidator's Application No. 2 and asks for this Court's approval.

Legal Services on Letter of Credit Dispute

19. ReliaMax is the listed beneficiary on an irrevocable letter of credit regarding its affiliate reinsurer and a bank. The liquidator requires legal services from counsel experienced in complex commercial banking matters in an effort to facilitate resolution regarding the letter of credit and several other matters with this bank.

20. After a diligent search, the Liquidator has selected Steven Sanford at the Cadwell Sanford Deibert & Garry, LLP firm for this task at Exhibit F to the Liquidator's Application No. 2 and asks for this Court's approval.

Loan Collection Efforts

21. ReliaMax currently holds a defaulted loan portfolio with a face value of approximately \$43.4 million. These loans were assigned to ReliaMax as claims were paid to bondholders and are now assets of the estate. These assets continue to be collected and add value to the estate both in current student loan payments and in an eventual resale of the loan portfolio. Without active and continued collection efforts, these assets will substantially reduce in value.
22. The Liquidator requires the retention of collections professional and attorney(s) to assist in the collection on this defaulted loan portfolio, including legal pursuit of repayment. After a diligent search, the Liquidator selected Weltman, Weinberg & Reis Co., L.P.A. to perform these tasks. The proposed engagement at Exhibit G to the Liquidator's Application No. 2 is attached for this Court's approval.

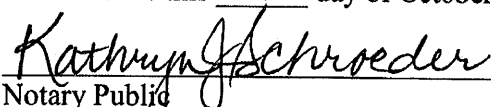
Further Affiant sayeth not.

Dated this 11th day of October, 2018.



Michael J. FitzGibbons, Special Deputy Liquidator
ReliaMax Surety Company, in Liquidation

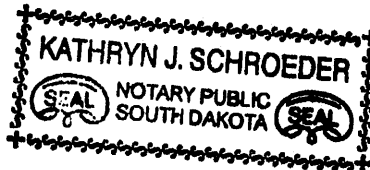
Subscribed and sworn to before me this 11th day of October, 2018.



Notary Public

(SEAL)

My commission expires: 8/13/2021





Deloitte Consulting LLP
111 S. Wacker Drive
Chicago, IL 60601
USA
Tel: +1 312-486-
3075www.deloitte.com

October 2, 2018

Mr. Josh Andersen
General Counsel
ReliaMax Surety Company, in Liquidation
2300 East 54th Street North
Sioux Falls, SD 57104

Re: ReliaMax Surety Company, in Liquidation

Dear Mr. Andersen,

PROPOSAL STATEMENT

Deloitte Consulting LLP ("Deloitte Consulting," "we" or "our") is submitting this engagement letter ("Engagement Letter") to outline the details of our proposed engagement to provide casualty actuarial services to ReliaMax Surety Company, in Liquidation (the "Company" or "ReliaMax"), acting through Michael J. FitzGibbons, as the Special Deputy Liquidator, and on behalf, of the Company (the "Liquidator"). We plan to assess the Company's premium earnings patterns and recommend an approach to allocate unearned premiums back to policyholders (the "Services"). Because the Services are being requested in anticipation of litigation, we will perform the Services at the direction of the Company's Office of General Counsel ("Counsel").

We understand that it is Counsel's intention and the position of Counsel that our work will be covered by the attorney work-product privilege and other applicable privileges. Accordingly, it is agreed that all working papers and other documents prepared or received by us pursuant to this engagement will be maintained by us as confidential material in accordance with the terms hereof.

Counsel agrees that it will advise Deloitte Consulting in a timely manner of any applicable requirements concerning the services to be provided by Deloitte Consulting, including, without limitation, the identification of any reports to be provided by Deloitte Consulting, the formats of, and filing deadlines for, such reports, and the legal requirements, if any, concerning the retention of our notes, draft reports, or other work product.

SCOPE OF PROJECT

Deloitte Consulting expects to undertake the following steps as part of the Services under the Liquidator's direction. Specific tasks may be added, removed, or modified as more information becomes available.

- Attend on site kickoff meeting
- Issue data request
- Review the earning patterns and compare against contract terms as well as actual data emergence
- Test¹ various allocation methods, including:
 - How premium was earned in the financials
 - Recalculating earned premium for all policies based on new earning patterns
 - Uniform distribution over X years
 - Potentially revised earnings pattern, if current methods are not appropriate
- Review results of allocation method(s); assess outliers

¹ Note that for this fourth step, the scope assumes that the Liquidator, on ReliaMax's behalf, would run the actuarial calculations. Deloitte Consulting would not test the system and will assume in connection with the Services that the output generated by such calculations is accurate.

- Discuss findings with the Liquidator, on behalf of Company
- Prepare recommended allocation including unearned premium by lender and policy and ceded unearned premium to ReliaMax Global
- Issue draft report
- Solicit feedback
- Issue report

This scope only contemplates support up to the issuance of a final report. Other services based upon our report and outside of the scope of Services contemplated herein, if requested by the Liquidator, on behalf of ReliaMax, and agreed to by us, would be covered under a separate engagement letter.

LIQUIDATION

The Liquidator, on behalf of the Company, agrees that he will promptly seek the Court's (as defined below) approval of this engagement in the liquidation proceeding for ReliaMax (the "Liquidation"). This documents submitted to the Court seeking approval of this engagement must be satisfactory to Deloitte Consulting in all respects.

In addition to Deloitte Consulting's other rights or remedies, Deloitte Consulting may, in its sole discretion and without any liability arising therefrom, terminate this engagement in the event that (a) a third party objects or threatens to object, or Deloitte Consulting believes that a third party may object, in the form of an objection or otherwise, to Deloitte Consulting's retention by the Liquidator, on behalf of ReliaMax, in the Liquidation on the terms and conditions set forth in this Engagement Letter, (b) a final order authorizing the employment of Deloitte Consulting as a consultant for the Liquidator, on behalf of the Company, is not issued by the Court in the Liquidation on or before sixty (60) days from the date hereof on the terms and conditions set forth herein or on such other terms and conditions as are satisfactory to Deloitte Consulting in its sole discretion, or (c) the application of the Liquidator seeking such order is denied by the Court in the Liquidation. In any such event, the Liquidator, on behalf of the Company, hereby agrees to withdraw or amend, promptly upon Deloitte Consulting's request, any application filed or to be filed with the Court to retain Deloitte Consulting's Services in the Liquidation.

For purposes of this letter, "Court" shall mean the Sixth Judicial Circuit Court of South Dakota, Hughes County.

CONFLICTS

We performed an internal search for any potential client conflicts (the "Conflicts Search") based upon the names of the parties that the Liquidator has provided (the "Involved Parties"). Nothing has come to our attention that, in our judgment, would impair our ability to objectively provide the Services hereunder. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships with the Involved Parties. The Liquidator, on behalf of the Company, agrees that he will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by the Company.

As the Liquidator knows, Deloitte Consulting and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. The Liquidator, on behalf of the Company, can assist us in monitoring any potential future conflicts by promptly disclosing our retention. Should any potential conflict come to the attention of our Engagement Principal, we will endeavor to resolve such potential conflict in accordance with applicable professional standards.

Any counsel representing parties involved in this matter may have in the past engaged, represented or opposed, and may currently or in the future engage, represent or oppose, Deloitte Consulting, its affiliates or their respective personnel in connection with matters unrelated to this engagement.

QUALIFICATIONS AND STAFFING

Deloitte Consulting

Our staff is comprised of actuaries who are members of the Casualty Actuarial Society and other professional organizations as well as other professionals, many with substantial experience in performing these types of actuarial analyses.

The Deloitte Consulting team will be led by Michael Green, ACAS, MAAA who will serve as the Lead Engagement Principal on this engagement with overall responsibility for the Services provided under this Engagement Letter. Technical support may also be provided by other professionals who will be identified during the course of the engagement.

ReliaMax Resources Required

During the course of this engagement, Deloitte Consulting will require assistance and support from the Liquidator and Company personnel described below, as applicable, or their successors, to provide additional data or insight into the current process. It is anticipated that the Liquidator will make available the Liquidator's and the Company's resources, as applicable, to work with Deloitte Consulting over the course of the engagement.

- Mark Bickett
- Daron Ailts

ESTIMATED PROJECT TIMING

Deloitte Consulting proposes to provide preliminary findings by December 7, 2018 and a draft report by December 14, 2018.

PROFESSIONAL FEES AND EXPENSES

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our estimated total fee for this engagement is \$200,000 to \$250,000. If at any point during the engagement we anticipate fees will exceed \$250,000, we will notify the Liquidator, on behalf of the Company, and discuss changes in scope and anticipated fees prior to continuing the work.

In addition, we will be compensated for any time and expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this engagement) as a result of Deloitte Consulting's performance of these services.

Our per-hour billing rates are as follows:

Partner, Principal, Managing Director	\$750
Senior Manager	\$600
Manager	\$500
Senior Consultant	\$400
Staff	\$300

Our hourly rates are adjusted from time to time; we will advise the Liquidator, on behalf of the Company, promptly if a rate adjustment is being made by Deloitte Consulting.

Engagement related expenses, such as reasonable and actual charges for any travel (coach fares only), meals, lodging, transportation, overnight delivery, and photocopying will be billed in addition to the fees. Expenses associated with this engagement are estimated to be in the range of 5% to 10% of Deloitte Consulting's professional fees and will not exceed this range without prior written authorization from the Liquidator, on behalf of ReliaMax. Expenses will be stated separately on the invoices. We will issue our invoices directly to Liquidator, on behalf of the Company, approximately every four weeks for services provided during that Invoicing period.

GENERAL BUSINESS TERMS

This Engagement Letter incorporates the General Business Terms attached as Appendix A hereto. The Liquidator represents and warrants that he has the power and authority to (i) execute the Engagement Letter on behalf of himself and the Company, and (ii) to bind himself (in his capacity as Liquidator) and the Company to the terms of this engagement, subject to Court approval.

ACCEPTANCE

We will need the Liquidator, on behalf himself and the Company, to return this Engagement Letter to us after signing where indicated below, as a confirmation of the Liquidator's and the Company's acceptance.

We trust that this proposal addresses the Liquidator's and the Company's current needs. We are looking forward to working with the Liquidator and the Liquidator's and the Company's staff, as applicable, on this important project. Please call Michael Green at (312) 486-3075 with any questions.

Sincerely,

Deloitte Consulting LLP

By



Printed Name

Michael D. Green

Title

Principal

Michael J. FitzGibbons, on behalf of himself (solely in his capacity as Special Deputy Liquidator) and, in such capacity, on behalf of RELIAMAX SURETY COMPANY, in Liquidation



Michael J. FitzGibbons

10-2-18

Date

APPENDIX A: GENERAL BUSINESS TERMS

1. Services. The services provided (the "Services") by Deloitte Consulting LLP ("Deloitte Consulting") under the engagement letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but Deloitte Consulting will not make any decisions on behalf of the Liquidator or the Company, in connection with the implementation of such advice and recommendations.

2. Payment of Invoices. Company will compensate Deloitte Consulting under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte Consulting's invoices are due upon receipt. If payment is not received within thirty (30) days of receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (A) 1½% per month or (B) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte Consulting may also suspend or terminate the Services. The Company shall be responsible for all taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte Consulting's personnel or on Deloitte Consulting's income or property.

3. Term. Unless terminated sooner as set forth below, this engagement shall terminate upon the completion of the Services. Either Deloitte Consulting or the Liquidator may terminate this engagement, with or without cause, by giving thirty (30) days prior written notice to the other party. In the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte Consulting may terminate this engagement or performance of any part of the Services upon written notice to the Liquidator if Deloitte Consulting determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

4. Deliverables.

a) For purposes of these terms (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Deloitte Consulting Technology" means all Technology created prior to or independently of the performance of the Services, or created by Deloitte Consulting or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon; and (iii) "Deliverables" means all Technology that Deloitte Consulting or its subcontractors create for delivery to the Company, whether through the Liquidator or otherwise, as a result of the Services.

b) Upon full payment to Deloitte Consulting hereunder, and subject to the terms and conditions contained herein, Deloitte Consulting hereby (i) assigns to the Company, all rights in and to the Deliverables, except to the extent they include any Deloitte Consulting Technology; and (ii) grants to the Company, the right to use, for Company's internal business purposes, any Deloitte Consulting Technology included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, Deloitte Consulting or its licensors retain all rights in and to all Deloitte Consulting Technology.

c) To the extent any Deloitte Consulting Technology provided hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deloitte Consulting Technology is licensed to Company, by Deloitte Consulting as agent for its product company subsidiary on the terms and conditions contained herein. The rights granted in Section 4(b) do not apply to any Technology (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the Liquidator or Company and any third party (including, Deloitte Consulting's affiliates).

5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE CONSULTING WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND IN A PROFESSIONAL MANNER. DELOITTE CONSULTING DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation on Damages and Indemnification.

a) Deloitte Consulting, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the Liquidator or Company (jointly and not severally) for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid hereunder to Deloitte Consulting pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors. In no event shall Deloitte Consulting, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Deloitte Consulting, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that the conduct of Deloitte Consulting and its subcontractors bears to all other conduct giving rise to such Claim.

b) Deloitte Consulting shall indemnify, defend and hold harmless the Liquidator and the Company and their respective personnel, as applicable, from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of Deloitte Consulting while engaged in the performance of the Services.

c) The Company shall indemnify and hold harmless Deloitte Consulting, its subsidiaries, subcontractors, and their respective personnel from all Claims attributable to claims of third parties, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors.

7. Client Responsibilities. The Liquidator shall cooperate with Deloitte Consulting hereunder, including, providing Deloitte Consulting with reasonable facilities and timely access to data, information and personnel of the Company or the Liquidator, as applicable. With respect to the data and information provided by the Liquidator, on behalf of Company or by the Company to Deloitte Consulting or its subcontractors for the performance of the Services, the Liquidator or the Company shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. The Liquidator, on behalf of Company, shall be solely responsible for, among other things (i) the performance of the Liquidator and Company's personnel and agents; (ii) the accuracy and completeness of data and information provided to Deloitte Consulting for purposes of the performance of the Services; (iii) making all management decisions, performing all management functions and assuming all management responsibilities; (iv) designating a competent management member to oversee the Services; (v) evaluating the adequacy and results of the Services; (vi) accepting responsibility for the results of the Services; and (vii) establishing and maintaining internal controls, including monitoring ongoing activities. Deloitte Consulting's performance is dependent upon the timely and effective satisfaction of the Liquidator's responsibilities hereunder and timely decisions and approvals of the Liquidator, on behalf of Company, in connection with the Services. Deloitte Consulting shall be entitled to rely on all decisions and approvals of the Liquidator, on behalf of Company.

8. Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this engagement, may be brought by either party more than two years after the cause of action has accrued, except that an action for non-payment may be brought not later than two years following the due date of the last payment owing to the party bringing such action.

10. Independent Contractor. Each party is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, each other.

11. Confidentiality and Internal Use.

a) To the extent that, in connection with this engagement, either the Liquidator, on behalf of Company, or Deloitte Consulting (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in the Engagement Letter, (ii) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with the Engagement Letter, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section 11(a), (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. In addition, if the Company is an attest client of any affiliate or related entity of Deloitte Consulting, any such information may be used by any such affiliate or related entity of Deloitte Consulting in the context of responding to its professional obligations as the independent accountants for the Company. Nothing in this Section 11(a) shall alter the Liquidator's and the Company's obligations under Section 11(b). Deloitte Consulting may, however, use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

b) All Services and Deliverables shall be solely for the Liquidator's (in his capacity as such) and the Company's benefit, and are not intended to be relied upon by any person or entity other than the Liquidator, on behalf of Company. The Liquidator and the Company shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity other than the Liquidator or Company.

12. Survival and Interpretation. All provisions which are intended by their nature to survive the performance of the Services shall survive such performance, or the expiration or termination of this engagement. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. **Each of the provisions of these terms hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.** Any references herein to the term "including" shall be deemed to be followed by "without limitation."

13. Assignment and Subcontracting. Except as provided below, neither party may assign any of its rights or obligations (including, interests or claims) relating to the Engagement Letter or the Services without the prior written consent of the other party. The Liquidator, on behalf of Company, hereby consents to Deloitte Consulting assigning or subcontracting any portion of the Services to any affiliate or related entity, whether located within or outside of the United States. Services performed hereunder by Deloitte Consulting's subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte Consulting's personnel, unless otherwise agreed.

14. Non-exclusivity. Deloitte Consulting may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes including those that may be similar to those produced as a result of the Services, provided that, Deloitte Consulting complies with its obligations of confidentiality set forth hereunder. Notwithstanding the foregoing, for the period from the commencement of the Services through the closing of the Liquidation, Deloitte Consulting agrees not to accept new engagements in connection with the Liquidation for work on substantially similar subject matter as this engagement for any party with an interest in such Liquidation that would be materially adverse to Company.

15. Non-solicitation. During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of this engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

17. Entire Agreement, Amendment and Notices. These terms, and the Engagement Letter, including attachments, constitute the entire agreement between the parties with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

18. Governing Law; Jurisdiction and Venue; and Severability. These terms, the Engagement Letter, including attachments, and all matters relating to this engagement, shall be governed by, and construed in accordance with, the laws of the State of South Dakota (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any state court in Hughes County, the State of South Dakota. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such court for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

19. Approval of Deliverables. Deliverables shall be deemed accepted by the Liquidator, on behalf of Company, if not rejected, in writing, within five (5) days of delivery.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made effective as of August 20, 2018, ("Effective Date"), by and between ReliaMax Surety Company, In Liquidation ("Company") and Daron Ailts ("Contractor") (collectively the "Parties") and when signed below by both parties, sets forth the terms and conditions under which Contractor shall provide services to Company.

1. SERVICES, CONSIDERATION AND TERM

(a) Services. Contractor shall perform for the Company services described in Exhibit A attached hereto and incorporated herein by reference ("Services") and other such Services as the Company may prescribe.

(b) Consideration. The Company shall pay Contractor as set forth in Exhibit A attached hereto and incorporated herein by reference. Contractor shall devote such time as is reasonably required to the performance of Contractor's responsibilities under this Agreement.

(c) Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until December 31, 2018, or until the Agreement is terminated in accordance with Section 6. Any extensions of the Term of this Agreement must be in writing signed by both Parties.

2. CONFLICTING OBLIGATIONS

Contractor confirms that Contractor has not executed nor is bound by, or party to, any non-compete covenant, restriction, or other agreement, contractual or otherwise, with any prior or current employer, supplier, customer or firm with which the Contractor has been associated and which would prevent the contractor from working with the Company in the capacity as stated herein, or otherwise impede or restrict the fulfillment of the terms of this Agreement with the Company.

3. INDEPENDENT CONTRACTOR

(a) Independent Contractor Status. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, representative, joint venture or partner of the Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and Contractor or any employee or agent of Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor is obligated to report all income received by Contractor pursuant to this Agreement, and Contractor agrees to and acknowledges the obligation to pay any and all self-employment and any other taxes thereon including any applicable federal, state and local income taxes, unemployment insurance, workers' compensation insurance, disability insurance, Social Security taxes and other charges. Contractor further agrees to indemnify the Company and hold the Company harmless from any and all claims made by any entity on account of an alleged failure by Contractor or the Company to satisfy such withholding or other obligation. Contractor agrees to provide the Company with a completed IRS Form W-9, W-8BEN or other applicable form upon the effective date of this Agreement; attached hereto as Exhibit C.

(b) Consulting for Others. Contractor is free to perform work as a contractor or employee for any other entity and/or person provided that such engagement does not create a conflict of interest with Contractor's obligations to Company. Specifically, none of Contractor's services for any other entity and/or person shall compromise in any way the Company's "Confidential Information" as defined in Paragraph 4(a) below. Further, Contractor must at all times comply with Paragraph 4 below.

(c) Time, Places and Methods of Providing Services. Due to the nature of the project, the Company may allow access to Company equipment during specific times and days of the week in order for Contractor to provide such services. As long as Contractor delivers acceptable services to the Company in a timely fashion, Contractor shall generally have the discretion to determine the location and times of rendering services as well as the method of accomplishing Contractor's Services.

Exhibit C

(e) Records and Invoices. Contractor shall submit bi-weekly invoices on the last Friday after each bi-weekly interval for services rendered to the Company's accounts payable for all Services rendered; attached hereto as Exhibit B. Contractor shall submit invoices no later than ten (10) days after the last Friday after each bi-weekly interval in which the services were rendered. No expenses will be reimbursed unless prior written approval has been obtained by Contractor from Company. Payment from Company to Contractor shall be due ten (10) days from receipt of invoice.

(f) Equipment, Instruments, Documentation and Specifications. Contractor shall supply all equipment, instruments, documentation and specifications required to perform Services under this Agreement, except when such equipment, instruments, documentation and specifications are unique to the Company, in which case the Company shall provide Contractor with such equipment, instruments, documentation and specifications as may reasonably be required by Contractor for performance by Contractor of duties set forth herein. Such equipment, instruments, documentation and specifications shall at all times remain the property of the Company. Contractor is not required to purchase or rent any tools, equipment or services from the Company.

(i) Indemnity. The Services are to be performed entirely at Contractor's own risk. Contractor agrees to indemnify, defend, and hold harmless the Company and its directors, officers, and employees (past or present) from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of Contractor or Contractor's assistants, employees or agents, (ii) a determination by a court or agency that the Contractor is not an independent contractor, (iii) any breach by the Contractor or Contractor's assistants, employees or agents of any of the covenants contained in this Agreement, or (iv) any and all claims arising out of any injury, disability, or death of any of Contractor's assistants, employees or agents. Contractor guarantees to the Company that any Inventions or Intellectual Property developed are free and clear of any claims by third parties.

4. CONFIDENTIAL INFORMATION

(a) Definition. "Confidential Information" means any and all information not generally known to the public that relates to the existing or reasonably foreseeable business of Discloser which has been expressly or implicitly protected by Discloser or which, from all of the circumstances, Recipient knows or has reason to know that Discloser intends or expects the secrecy of such information to be maintained. Confidential Information includes, but is not limited to, proposed or existing Discloser products or services, trade secrets, technical, marketing, sales, financial, operating, and performance data, research and development plans, proposals and techniques, descriptions, test data, other data, reports, recommendations, commercial, strategic planning, pricing, partner, customer and financial information, identities of persons with whom Discloser is or will be doing business, and other proprietary information of Discloser, whether written, oral or communicated in another type of medium, whether disclosed directly or indirectly, whether disclosed on, prior to or after the date of this Agreement, whether originals or copies, and whether or not legal protection has or has not been obtained or sought under applicable law. Recipient shall treat all such information as Confidential Information regardless of its source and whether or not marked as confidential. Confidential Information includes, but is not limited to, information disclosed to or developed by Contractor in connection with the Services. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of Contractor; (ii) Contractor can demonstrate to have had rightfully in its possession prior to disclosure to Contractor by Company; (iii) is independently developed by Contractor without use, directly or indirectly, of any Confidential Information; or (iv) Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

(b) Non-Use and Non-Disclosure. Except to the extent necessary to perform Services under this Agreement, Contractor shall not reproduce, use, distribute, disclose or otherwise disseminate Confidential Information. Contractor shall not take any action causing or fail to take any reasonable action necessary to prevent, any Confidential Information to lose its character as Confidential Information. Contractor shall not remove Confidential Information from the Company or the location(s) designated by the Company except as expressly permitted by the Company in writing.

Contractor agrees that access to Confidential Information will be limited to those employees or other authorized representatives of Contractor who: (1) need to know such Confidential Information in connection with their provision of Services; and (2) have signed agreements with Contractor obligating them to maintain the confidentiality of information disclosed to them and designated or defined as confidential. Contractor further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information and agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by them.

(c) Return of Company Property and Information. Upon termination of this Agreement or upon request by Company, Contractor shall promptly deliver to the Company any and all Company property and Confidential Information in Contractor's, or Contractor's agent's possession, custody or control. Contractor agrees to sign and deliver a writing that certifies return of all Confidential.

5. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise agreed to by the Company in writing, any and all writings, inventions, discoveries, formulations, improvements, processes, procedures, techniques, developments and innovations which Contractor makes, conceives, discovers or develops, either solely or jointly with any other person or persons, whether or not during working hours and whether or not at the request or upon the suggestion of the Company, which relate to or are useful in connection with the specific products manufactured and sold by the Company, at any time during the term of this Agreement, shall be the sole and exclusive property of the Company.

6. TERMINATION

(a) Termination Upon Notice. Either party may, at its option, terminate this Agreement upon thirty (30) calendar days' written notice to the other party. Upon such termination all rights and duties of the parties toward each other shall cease except as to Contractor's maintenance of Confidential Information and except that the Company shall be obliged to pay, within ten (10) days of the effective date of termination, for all satisfactory Services completed by Contractor through the date of notice of termination. If there is work in progress, the Company shall be liable for only the pro-rata portion of the completed work, in accordance with the provisions of Exhibit A hereof. Any notice or other communication to be given by the Company to Contractor hereunder shall be in writing and shall be deemed received when personally delivered or mailed by certified or registered mail with return receipt requested and shall be addressed to Contractor at Contractor's address that was furnished in writing below. Any notice or other communication to be given by the Parties shall be done at the addresses below:

If to Contractor:

Daron Ailts
608 N. Meadowbrook Lane
Sioux Falls, SD 57110
605-496-1677
ailtsde@gmail.com

If to Company:

ReliaMax Surety Company, In Liquidation
2300 E. 54th St. North
Sioux Falls, SD

(b) Continuation of Obligations. Contractor agrees that all obligations under Sections 4 and 5 of this Agreement shall continue in effect after termination of the Agreement.

7. MISCELLANEOUS

(a) Injunctive Relief. Contractor acknowledges that any unauthorized disclosure or use of Confidential Information would constitute a material breach of this Agreement and may cause great or irreparable injury to the Company for which pecuniary compensation would not afford adequate relief, or that it would be extremely difficult to ascertain the amount of the compensation that would afford adequate relief. Therefore, in the event of such breach, Contractor agrees that the Company will have the right to seek and obtain injunctive relief in addition to any other rights and remedies it may have.

(b) Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of South Dakota, without regard to any state's choice of law principles or rules. The venue for any action hereunder shall be Hughes County Circuit Court, Pierre, SD, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of such courts.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the parties' independent contractor relationship herein. Any and all written or oral agreements existing between the parties with respect to the parties' independent contractor relationship herein are expressly canceled. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by an authorized officer or agent for each party hereto.

(d) Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, all of which shall remain enforceable in accordance with their terms. Should any of the obligations created hereunder be found illegal and unenforceable for being too broad with respect to the duration, scope, or subject matter thereof, such obligation shall be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

(e) Assignability. Neither party shall assign, transfer or sell its rights under this Agreement or delegate its duties hereunder without the prior express written consent of the other party, and any attempted assignment or delegation shall be void and without effect; provided, however, that the Company may assign this Agreement to any person or entity acquiring its business and assets.

(f) Attorneys' Fees and Court Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled.

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

CONTRACTOR:

Dated:

8-21-2018

Signature



COMPANY:

Dated:

8.21.18

Signature



EXHIBIT A

1. Contact. Contractor's principal Company contact is:

Name: Darin DeBoer

Title: IT Director

ddeboer@reliamax.com

605-444-4860

2. Services.

Provide development and other IT related service needs as agreed upon by the Company's Contact and Contractor.

3. Consideration.

Contractor shall receive and the Company shall pay the hourly rate of \$100.00 per hour for services rendered. Contractor shall submit invoices as outlined above.

4. Expenses.

Any expenses must be approved in advance in writing by the Company.

EXHIBIT B**(SAMPLE)****Biweekly Invoice Statement**

Relia/Ma Surety Company, In Liquidation

2300 East 54th Street North

Sioux Falls SD 57104

Invoice start date:

8/13/2018

Invoice end date:

8/26/2018

Contractor: _____

Day		Regular Hours
Sunday	8/13/2018	
Monday	8/14/2018	
Tuesday	8/15/2018	
Wednesday	8/16/2018	
Thursday	8/17/2018	
Friday	8/18/2018	
Saturday	8/19/2018	
	Week One Total	
Sunday	8/20/2018	
Monday	8/21/2018	
Tuesday	8/22/2018	
Wednesday	8/23/2018	
Thursday	8/24/2018	
Friday	8/25/2018	
Saturday	8/26/2018	
	Week Two Total	
	Total hours	

Contractor Signature_____
Company Contact Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Daron Ailts	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 608 N Meadowbrook Ln	Requester's name and address (optional)
	6 City, state, and ZIP code Sioux Falls, SD 57110	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
●	●	●	-	●	●	-	●	●	●
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

8-21-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made effective as of September 13, 2018, ("Effective Date"), by and between ReliaMax Surety Company, In Liquidation ("Company") and Luke Schwingler ("Contractor") (collectively the "Parties") and when signed below by both parties, sets forth the terms and conditions under which Contractor shall provide services to Company.

1. SERVICES, CONSIDERATION AND TERM

(a) Services. Contractor shall perform for the Company services described in Exhibit A attached hereto and incorporated herein by reference ("Services") and other such Services as the Company may prescribe.

(b) Consideration. The Company shall pay Contractor as set forth in Exhibit A attached hereto and incorporated herein by reference. Contractor shall devote such time as is reasonably required to the performance of Contractor's responsibilities under this Agreement.

(c) Term. This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until December 31, 2018, or until the Agreement is terminated in accordance with Section 6. Any extensions of the Term of this Agreement must be in writing signed by both Parties.

2. CONFLICTING OBLIGATIONS

Contractor confirms that Contractor has not executed nor is bound by, or party to, any non-compete covenant, restriction, or other agreement, contractual or otherwise, with any prior or current employer, supplier, customer or firm with which the Contractor has been associated and which would prevent the contractor from working with the Company in the capacity as stated herein, or otherwise impede or restrict the fulfillment of the terms of this Agreement with the Company.

3. INDEPENDENT CONTRACTOR

(a) Independent Contractor Status. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, representative, joint venture or partner of the Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and Contractor or any employee or agent of Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor is obligated to report all income received by Contractor pursuant to this Agreement, and Contractor agrees to and acknowledges the obligation to pay any and all self-employment and any other taxes thereon including any applicable federal, state and local income taxes, unemployment insurance, workers' compensation insurance, disability insurance, Social Security taxes and other charges. Contractor further agrees to indemnify the Company and hold the Company harmless from any and all claims made by any entity on account of an alleged failure by Contractor or the Company to satisfy such withholding or other obligation. Contractor agrees to provide the Company with a completed IRS Form W-9, W-8BEN or other applicable form upon the effective date of this Agreement; attached hereto as Exhibit C.

(b) Consulting for Others. Contractor is free to perform work as a contractor or employee for any other entity and/or person provided that such engagement does not create a conflict of interest with Contractor's obligations to Company. Specifically, none of Contractor's services for any other entity and/or person shall compromise in any way the Company's "Confidential Information" as defined in Paragraph 4(a) below. Further, Contractor must at all times comply with Paragraph 4 below.

(c) Time, Places and Methods of Providing Services. Due to the nature of the project, the Company may allow access to Company equipment during specific times and days of the week in order for Contractor to provide such services. As long as Contractor delivers acceptable services to the Company in a timely fashion, Contractor shall generally have the discretion to determine the location and times of rendering services as well as the method of accomplishing Contractor's Services.

(e) Records and Invoices. Contractor shall submit bi-weekly invoices on the last Friday after each bi-weekly interval for services rendered to the Company's accounts payable for all Services rendered; attached hereto as Exhibit B. Contractor shall submit invoices no later than ten (10) days after the last Friday after each bi-weekly interval in which the services were rendered. No expenses will be reimbursed unless prior written approval has been obtained by Contractor from Company. Payment from Company to Contractor shall be due ten (10) days from receipt of invoice.

(f) Equipment, Instruments, Documentation and Specifications. Contractor shall supply all equipment, instruments, documentation and specifications required to perform Services under this Agreement, except when such equipment, instruments, documentation and specifications are unique to the Company, in which case the Company shall provide Contractor with such equipment, instruments, documentation and specifications as may reasonably be required by Contractor for performance by Contractor of duties set forth herein. Such equipment, instruments, documentation and specifications shall at all times remain the property of the Company. Contractor is not required to purchase or rent any tools, equipment or services from the Company.

(i) Indemnity. The Services are to be performed entirely at Contractor's own risk. Contractor agrees to indemnify, defend, and hold harmless the Company and its directors, officers, and employees (past or present) from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of Contractor or Contractor's assistants, employees or agents, (ii) a determination by a court or agency that the Contractor is not an independent contractor, (iii) any breach by the Contractor or Contractor's assistants, employees or agents of any of the covenants contained in this Agreement, or (iv) any and all claims arising out of any injury, disability, or death of any of Contractor's assistants, employees or agents. Contractor guarantees to the Company that any Inventions or Intellectual Property developed are free and clear of any claims by third parties.

4. CONFIDENTIAL INFORMATION

(a) Definition. "Confidential Information" means any and all information not generally known to the public that relates to the existing or reasonably foreseeable business of Discloser which has been expressly or implicitly protected by Discloser or which, from all of the circumstances, Recipient knows or has reason to know that Discloser intends or expects the secrecy of such information to be maintained. Confidential Information includes, but is not limited to, proposed or existing Discloser products or services, trade secrets, technical, marketing, sales, financial, operating, and performance data, research and development plans, proposals and techniques, descriptions, test data, other data, reports, recommendations, commercial, strategic planning, pricing, partner, customer and financial information, identities of persons with whom Discloser is or will be doing business, and other proprietary information of Discloser, whether written, oral or communicated in another type of medium, whether disclosed directly or indirectly, whether disclosed on, prior to or after the date of this Agreement, whether originals or copies, and whether or not legal protection has or has not been obtained or sought under applicable law. Recipient shall treat all such information as Confidential Information regardless of its source and whether or not marked as confidential. Confidential Information includes, but is not limited to, information disclosed to or developed by Contractor in connection with the Services. Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of Contractor; (ii) Contractor can demonstrate to have had rightfully in its possession prior to disclosure to Contractor by Company; (iii) is independently developed by Contractor without use, directly or indirectly, of any Confidential Information; or (iv) Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

(b) Non-Use and Non-Disclosure. Except to the extent necessary to perform Services under this Agreement, Contractor shall not reproduce, use, distribute, disclose or otherwise disseminate Confidential Information. Contractor shall not take any action causing or fail to take any reasonable action necessary to prevent, any Confidential Information to lose its character as Confidential Information. Contractor shall not remove Confidential Information from the Company or the location(s) designated by the Company except as expressly permitted by the Company in writing.

Contractor agrees that access to Confidential Information will be limited to those employees or other authorized representatives of Contractor who: (1) need to know such Confidential Information in connection with their provision of Services; and (2) have signed agreements with Contractor obligating them to maintain the confidentiality of information disclosed to them and designated or defined as confidential. Contractor further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information and agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by them.

(c) Return of Company Property and Information. Upon termination of this Agreement or upon request by Company, Contractor shall promptly deliver to the Company any and all Company property and Confidential Information in Contractor's, or Contractor's agent's possession, custody or control. Contractor agrees to sign and deliver a writing that certifies return of all Confidential.

5. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise agreed to by the Company in writing, any and all writings, inventions, discoveries, formulations, improvements, processes, procedures, techniques, developments and innovations which Contractor makes, conceives, discovers or develops, either solely or jointly with any other person or persons, whether or not during working hours and whether or not at the request or upon the suggestion of the Company, which relate to or are useful in connection with the specific products manufactured and sold by the Company, at any time during the term of this Agreement, shall be the sole and exclusive property of the Company.

6. TERMINATION

(a) Termination Upon Notice. Either party may, at its option, terminate this Agreement upon thirty (30) calendar days' written notice to the other party. Upon such termination all rights and duties of the parties toward each other shall cease except as to Contractor's maintenance of Confidential Information and except that the Company shall be obliged to pay, within ten (10) days of the effective date of termination, for all satisfactory Services completed by Contractor through the date of notice of termination. If there is work in progress, the Company shall be liable for only the pro-rata portion of the completed work, in accordance with the provisions of Exhibit A hereof. Any notice or other communication to be given by the Company to Contractor hereunder shall be in writing and shall be deemed received when personally delivered or mailed by certified or registered mail with return receipt requested and shall be addressed to Contractor at Contractor's address that was furnished in writing below. Any notice or other communication to be given by the Parties shall be done at the addresses below:

If to Contractor:

Luke Schwingler
3901 E Shepherd St
Sioux Falls, SD 57103
605-359-7064
Luke.J.Schwingler@gmail.com

If to Company:

ReliaMax Surety Company, In Liquidation
2300 E. 54th St. North
Sioux Falls, SD

(b) Continuation of Obligations. Contractor agrees that all obligations under Sections 4 and 5 of this Agreement shall continue in effect after termination of the Agreement.

7. MISCELLANEOUS

(a) Injunctive Relief. Contractor acknowledges that any unauthorized disclosure or use of Confidential Information would constitute a material breach of this Agreement and may cause great or irreparable injury to the Company for which pecuniary compensation would not afford adequate relief, or that it would be extremely difficult to ascertain the amount of the compensation that would afford adequate relief. Therefore, in the event of such breach, Contractor agrees that the Company will have the right to seek and obtain injunctive relief in addition to any other rights and remedies it may have.

EXHIBIT B

(SAMPLE)

Biweekly Invoice Statement

RefiMax Surety Company, In Liquidation

2300 East 54th Street North

Sioux Falls SD 57104

Invoice start date:

8/13/2018

Invoice end date

8/26/2018

Contractor: _____

Day		Regular Hours
Sunday	8/13/2018	
Monday	8/14/2018	
Tuesday	8/15/2018	
Wednesday	8/16/2018	
Thursday	8/17/2018	
Friday	8/18/2018	
Saturday	8/19/2018	
	Week One Total	
Sunday	8/20/2018	
Monday	8/21/2018	
Tuesday	8/22/2018	
Wednesday	8/23/2018	
Thursday	8/24/2018	
Friday	8/25/2018	
Saturday	8/26/2018	
	Week Two Total	
	Total hours	

Contractor Signature

Company Contact Signature

EXHIBIT C

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Luke Joseph Schwinger

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3901 E Shepherd St

6 City, state, and ZIP code

Sioux Falls, SD 57103

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

● ● ● - ● ● - ● ● ● ●

or

Employer identification number

● ● - ● ● ● ● ● ●

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Luke Schwinger

Date ► *9/11/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

HUDSON COOK

Hudson Cook, LLP • Attorneys at Law • www.hudco.com

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202.223.6930 • Fax: 202.223.6935

Offices in: California, Connecticut, Maine, Maryland, Massachusetts, Michigan, New York,
Oklahoma, Pennsylvania, Tennessee, Texas, Virginia and Washington, DC

Direct Dial: 202-715-2002
Email: jsarvadi@hudco.com

Catharine S. Andricos	†	W. David Hicks	•
Sharon J. Bangert	•	Justin B. Hosie	••
Michael A. Benoit	•+	Thomas B. Hudson	•••
Frank H. Bishop, Jr.	•••	Lauren T. Hunt	••
Catherine M. Brennan	•••	Eric L. Johnson	•
Hurshell K. Brown, Jr.	•	Rebecca E. Kuehn	•••
Thomas J. Buiteweg	•	J. Curtis Linscott	••
Patricia J. Cacciola	•	Daniel J. Laudicina	•
A. James Chareq	•	Wingrove S. Lynton	•
Dana F. Clarke	•+	Joseph E. Mayk	••
Robert A. Cook	•	Lucy E. Morris	••
Patricia E.M. Covington	•	Nicole F. Munro	•
Edward P. D'Alessio	•••	Meghan S. Musselman	••
David S. Darland	••	L. Jean Noonan	•
Lisa C. DeLessio	•••	Thomas P. Quinn, Jr.	•
Allen H. Denson	•••	Aline C. Ryan	•
Charles F. Dodge	•	H. Blake Sims	••
Katherine C. Fisher	••	Jennifer L. Sarvadi	•••
Anne P. Fortney	•••	Ryan S. Stinneford	••
Robert F. Gage	•+	Clayton C. Swears	••
Michael A. Goodman	•	Daniel O'C. Tracy, Jr.	••
Ronald D. Gorsline	••	Joel C. Winston	••
Richard P. Hackett	•	Elizabeth C. Yen	•

Admitted in:

Alabama	•	Hawaii	•	Michigan	•	Pennsylvania	•
California	•	Illinois	•	New Jersey	•	Tennessee	•
Connecticut	•	Indiana	•	New York	•	Texas	•
District of Columbia	•	Maine	•	Ohio	•	Virginia	•
Florida	•	Maryland	•	Oklahoma	•	Washington	•
Georgia	•	Massachusetts	•	Oregon	•	Of Counsel	•
		New Hampshire	•	South Carolina	•	Partner Emeritus	•

October 9, 2018

Joshua Andersen
General Counsel
ReliaMax Surety Company in Liquidation
2300 East 54th Street North
Sioux Falls, SD 57104

Dear Joshua:

Thank you for engaging Hudson Cook, LLP to assist ReliaMax Holding Company, its Liquidator, and its Special Depute Liquidator (together, "ReliaMax") with the analysis of data sharing laws related to the assets of ReliaMax. As discussed in the email exchange from October 5, 2018 and consistent with the scope agreed to in our emails, attached, we will conduct a survey of all 50 states and Washington DC, to identify state law restrictions on the sharing and/or sale of certain enumerated types of consumer data which ReliaMax maintains, and prepare a summary of the research and a federal overlay of FCRA and GLBA risk.

I will be the responsible partner in charge of this matter. We have agreed to perform this work on an hourly basis, at a blended rate of \$425 per hour. You and I have agreed that ReliaMax will provide a retainer in the amount of \$10,000, which will be held in escrow until delivery of the report to you (estimated to be delivered by November 30, 2018), at which point we will apply the retainer to the total amount of time expended on the matter. We will issue a bill to you for the balance of the work. Wiring instructions for the retainer are attached. Any part of the retainer that goes unused will be returned to you.

I have attached for your review a copy of Hudson Cook's billing policies. Please review these policies and let me know if you have any questions. These policies will govern our billing relationship. We bill monthly, based on services performed in the previous month. We request payment on receipt of the monthly statement. We may end our work on this matter and any other matters for which we

Exhibit E

may be simultaneously engaged, and withdraw from the representation on proper notice if we do not receive payment in full within 60 days from the date of billing.

Bills based on hourly rates will be accompanied by a detailed statement showing the name of each attorney working on the matter, the time spent, and a description of the work performed. If you require a different billing format, please let me know. In summary, our goal is to present our bills in a style and detail you find most efficient.

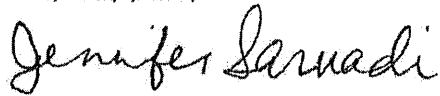
I should call your attention to the fact that, while this firm does provide consumer finance legal support for programs in all 50 states and the District of Columbia, and we are knowledgeable regarding applicable federal and state reported statutes, regulations, court cases and attorney general opinions throughout the United States, the lawyers of this firm are only licensed to practice law in those states indicated at the top of our letterhead.

I trust that this arrangement is acceptable to you. If not, please contact me immediately so that we may discuss any particular questions or concerns you may have. We encourage candid discussion about fees and bills, and urge you to contact any Hudson Cook partner responsible for providing services included on a statement if you have any questions or comments on a bill or any other matter.

We are pleased and proud to represent ReliaMax. Thank you again for selecting Hudson Cook as your counsel. Please sign and return a copy of this letter.

We very much look forward to working with you on this matter.

Very truly yours,


Jennifer L. Sarvadi *hs*

SEEN AND AGREED:



Mike FitzGibbons
Special Deputy Liquorator
JLS/hs
HC# 4812-6111-7815

STATEMENT OF BILLING POLICIES

LEGAL SERVICE FEES

We bill monthly, based on services performed in the previous month, including certain expenses incurred on your behalf. In determining our legal service fees, time charges are but one of several criteria used. We also consider other applicable factors such as the difficulty of the matter, time limitations imposed by the client or by the circumstances, the skill needed to perform the legal service properly, the responsibility involved, the amount involved, and the results obtained, and we reserve the right to bill appropriately in such cases.

EXPENSES

Out-of-pocket charges billed to you include only such items as travel expenses for travel undertaken at your request, unusually large outside copying expenses incurred at your request, filing and license fees, expert fees and other such charges paid to others at your request. We pay for our own overhead, including commercial messenger deliveries, staff overtime, telephone calls, reproduction and in-bound and out-bound faxes.

Out-of-pocket charges in excess of \$500 will be sent directly to you for payment or, if you prefer, we can establish a separate expense retainer that will be held in an escrow account to be applied against these expenses.

EXPERTS

You will be directly responsible for retaining expert consultants, who will bill you separately. In circumstances where it may be appropriate for us to engage the consultant (such as to preserve any applicable privilege), you will nonetheless be directly responsible for entering into satisfactory financial arrangements with the expert consultant or witness.

ESCROW ACCOUNT

If we receive advanced funds belonging to you that, in our best judgment, are large enough to earn a material amount of interest, we will discuss investment options with you. If in our best judgment the funds are not large enough or are not to be held long enough to earn at least \$50 interest, we will place these funds in a pooled trust account, pursuant to local rules, the interest on which is payable to a charitable organization.

PAYMENT

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or dependent on the outcome of the engagement, such as concluding a transaction. If a bill remains unpaid after 30 days, we may assess a carrying charge of 15% per annum (1.25% / month) on the unpaid balance that will be added to the bill.

HUDSON COOK

Hudson Cook, LLP • Attorneys at Law • www.hudco.com

7037 Ridge Road | Suite 300 | Hanover, Maryland 21076
410.684.3200 • Toll Free: 888.422.7529 • Fax: 410.684.2001

Offices in: California, Connecticut, Maine, Maryland, Massachusetts, Michigan, New York,
Oklahoma, Pennsylvania, Tennessee, Virginia and Washington, DC

Wire/ACH Instructions

Clients who wish to WIRE funds should note the following information:

Bank: SunTrust Bank
303 Peachtree St., NE
Atlanta, GA 30308
Client Svc 800-321-1997

Routing No.: 061000104
Swift Code: SNTRUS3A

Account: Hudson Cook, LLP
IOLTA Acct

Account No.: 1000136790325

Clients who wish to ACH funds should note the following information:

Bank: SunTrust Bank
Mail Code: CS-CMD-5024
120 E. Baltimore Street, 24th Fl
Baltimore, MD 21202
Client Svc 800-321-1997

Routing No.: 021052053

Account: Hudson Cook, LLP
Operating Account

Account No.: 84577581

If there are additional questions, please contact Melissa McLean at (410) 865-5432 or by email at mmclean@hudco.com.

CADWELL SANFORD DEIBERT & GARRY LLP
LAWYERS

Joe W. Cadwell (Retired)
Steven W. Sanford
Douglas M. Deibert
William C. Garry
Scott Perrenoud*
Stephen C. Landon
Brett A. Lovrien*†
James S. Simko
Shawn M. Nichols
Kristi M. Laber
Melissa R. Jelen
Alex M. Hagen
Michelle Stratton
Joseph A. Meader

RIVER CENTRE
200 East 10th Street, Suite 200
Sioux Falls, South Dakota 57104

Telephone
(605) 336-0828

Telecopier
(605) 336-6036

Writer's E-Mail Address

ssanford@cadlaw.com

* Also admitted in Iowa
† Also admitted in Minnesota

September 26, 2018

Mr. Larry Deiter, Liquidator
ReliaMax Surety Company, in Liquidation
C/O South Dakota Department of Labor and Regulation
124 South Euclid Avenue, 2nd Floor
Pierre, SD 57501

VIA EMAIL
sdinsurance@state.sd.us

Re: Reliamax Surety Co. Liquidation/First Dakota National Bank

Dear Mr. Deiter:

This follows an initial inquiry by Frank Marnell on Thursday, September 20, 2018, and subsequent phone discussions and email exchanges concerning this matter and will serve to set forth the terms under which our firm will represent you as Liquidator of Reliamax Surety Co., particularly with reference to a dispute over a Letter of Credit issued by First Dakota National Bank to Reliamax Surety Co. on behalf of Reliamax Holding Co., the parent company and ReliaMax Global, SPC reinsurer of Reliamax Surety Co. (the "Dispute").

Exhibit F

Mr. Larry Deiter, Director
Page 2
September 26, 2018

Scope of Engagement

We are willing to undertake the engagement on the terms described in this letter. This agreement shall apply to all services performed by our firm and all expenses advanced or incurred on your behalf from the date we were first contacted.

We shall act as special counsel with regard to the Dispute. We do not undertake to represent your interests in any other matter unrelated to the subject matter and issues with regard to the Dispute, unless otherwise later agreed in writing. We shall have no continuing obligation to advise you of legal developments outside the Dispute that might bear on your affairs generally or, after our representation ends, of any later legal developments related to the Dispute. Finally, we assume that our services are not to include any internal procedures for a litigation hold on electronic information, internal preservation, search for or retrieval of your electronic data in the discovery process.

In the Dispute we expect to apply our knowledge of South Dakota and federal law. We do not, however, expect you to rely on us for advice or expertise as to the laws of any other state or country.

Staffing

This matter has been assigned to Steven W. Sanford and Alex Hagen. Because we are a firm of several lawyers, you potentially have available the advice and efforts of more than one lawyer. It may become necessary or advantageous for another lawyer in the firm to become involved from time to time. But, the lawyer in charge of coordinating all the work will not change without your prior approval.

Fees and Expenses

Our current billing rates for professional services are set forth in the attached fee schedule. In addition, our nonlawyer staff frequently performs various support services that could, but need not, be performed by a lawyer, such as document organization, review and retrieval, investigation, Internet and other public domain searches, preparation of document and testimony summaries and certain types of research. Such services by our staff members are charged at the rate of \$110 per hour. These billed services will not include general secretarial work.

Mr. Larry Deiter, Director
Page 3
September 26, 2018

These rates are adjusted from time to time upon prior written notice to reflect increased experience, special expertise and inflationary cost increases affecting our practice. The adjusted rates will apply to all services performed thereafter. No such adjustment will be made in 2018, nor more often than once per calendar year.

In addition, you will be obligated to reimburse our firm for expenses and charges incurred in this matter, other than fixed costs and general overhead. Reimbursable expenses and charges include air travel expense, out-of-town automobile mileage, out-of-town lodging and meals, out-of-town ground transportation expense, filing fees, service fees, witness fees, deposition reporting charges, photocopies, long-distance telephone charges, courier and telecopy charges, unusually high postage expense, charges for computer services and the fees of experts and consultants if retained on your behalf and if we agree to advance those expenses. We will not retain any experts or consultants without first seeking your approval. Furthermore, our itemization of the types of potential reimbursable expenses and charges does not necessarily mean that charges of all those types will be incurred in this case.

At the conclusion of our representation, there will be some time and expense in procedures to end the Dispute and close our file, such as compliance with any confidentiality agreement or order, required destruction or return of discovery materials, return of your documents, or other disposition or transfer of file materials. These procedures will be included as part of our fees and expenses, but you will not be charged anything for any ongoing storage or other procedures related to the file materials we retain. As a general practice, we do not retain for storage any documents or other materials provided to us by you or other parties or obtained in discovery. When we close our file we will give you the opportunity to receive them, but otherwise will destroy them.

Our fees and charges are also subject to South Dakota state and city sales tax.

Statements and Payments

We will provide you a written itemized statement of services and expenses as of the end of each month. Payment of such statements is due upon receipt. Under South Dakota law, interest accrues at a statutory rate; however, we do not expect payment of interest except in the case of unusual payment delay. If interest is charged, it will accrue from the date of each statement.

Rights and Discretion

We expect that we will have the discretion to determine the means and methods to accomplish the purposes of our engagement. This includes determinations regarding litigation strategy and matters of professional courtesy, ethics and our duties as officers of the courts in which we practice. We will most certainly invite and respectfully consider your views and wishes on these subjects. We will report to you regularly regarding the progress of the matter and provide you copies of correspondence, pleadings and other significant documents. If we perceive a significant cost difference between feasible strategy alternatives under evaluation by us, we will consult you before implementing a more expensive alternative.

To the full extent permitted by law and circumstances, you retain the absolute right to terminate any litigation or proceedings and accept or reject proposed settlement of any controversy. We expect that you will give good faith consideration to our recommendations and evaluations on these subjects, but the final decisions are exclusively yours to make.

Termination of the Relationship

You shall have the right at any time to terminate our services and representation upon written notice to us for any reason or for no reason. We reserve the right to withdraw from our representation upon written notice if you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance develops that would, in our view, render our continuing representation unlawful, unethical or ineffective. If you terminate our relationship or we elect to withdraw, you will be obligated to take whatever steps are reasonably necessary to confirm that we have no continuing relationship or obligation, including the execution of any documents necessary to complete termination or our withdrawal.

Such termination or withdrawal shall not, however, relieve you of the obligation to pay for all professional services rendered and costs or expenses paid or incurred on your behalf through the last day we perform services or incur expenses.

Mr. Larry Deiter, Director
Page 5
September 26, 2018

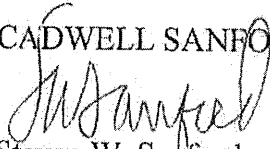
Your Acceptance

If you have any questions or concerns regarding any of the terms of our engagement, feel free to contact me. Otherwise, I would appreciate it if you could sign the acceptance form at the place indicated below and return the original of this engagement letter to me. We will look forward to working with you toward a successful resolution of the Dispute.

I understand that our engagement is also subject to approval by the Liquidations Court in Hughes County, South Dakota and that this engagement letter will be filed with the Court.

Sincerely,

CADWELL SANFORD DEIBERT & GARRY LLP


Steven W. Sanford

SWS/gl

ACCEPTED AND AGREED THIS
26 DAY OF September, 2018

RELIAMAX SURETY COMPANY,
IN LIQUIDATION

By 
Title: Special Deputy Liquidator

CADWELL SANFORD DEIBERT & GARRY LLP
2018 ATTORNEY BILLING RATES

<u>Attorney</u>	<u>Hourly Rate</u>
Steven W. Sanford	\$300
Douglas M. Deibert	\$300
William C. Garry	\$300
Scott Perrenoud	\$275
Stephen C. Landon	\$275
Brett A. Lovrien	\$275
James S. Simko	\$245
Shawn M. Nichols	\$245
Kristi Laber	\$225
Melissa R. Jelen	\$195
Alex M. Hagen	\$195
Michelle Stratton	\$185
Joseph A. Meader	\$185

Paralegals

Kim Owen	\$110
Stacy Thompson	\$110

COLLECTION AND LEGAL SERVICES AGREEMENT

This Agreement is made and entered into between ReliaMax Surety Company In Liquidation (hereafter referred to as "Client") with its principal place of business at 2300 E 54th N., Suite 1, Sioux Falls, SD 57104 and Weltman, Weinberg & Reis Co., L.P.A. (hereafter referred to as "Weltman"), with its principal place of business at 323 W. Lakeside Avenue, Suite 200, Cleveland, Ohio 44113.

RECITALS

WHEREAS, Client has matters that require collection and/or legal services;

WHEREAS, Weltman is a law firm comprised of attorneys and support staff, which enables Weltman to practice law and also perform collection activity,

WHEREAS, Weltman provides collection, legal, probate and bankruptcy representation nationally through its own offices and firm attorneys in Ohio, Kentucky, Indiana, Illinois, Michigan, Pennsylvania and New Jersey (hereafter referred to as "Footprint States") and provides legal representation outside of its footprint states through attorneys it retains and supervises (hereinafter referred to as its "Network Attorneys"). Files referred for litigation outside of this Footprint area will be handled at the Footprint contingency rate but will also be billed for the fees of our appearance counsel.

The parties agree as follows:

ARTICLE I Scope of Agreement

1.1 Placement of Matters for Services: Client will, from time to time, on a non-exclusive basis, place with Weltman certain matter for collection and legal services. Client warrants that to the best of its knowledge the information on the matters is correct and that the obligations are properly due and owing Client will advise Weltman if any matters placed for services have previously been involved in litigation and/or if the Client is aware of attorney representation. Client will provide that information to Weltman at time of placement.

1.2 Documentation: Client will timely provide Weltman with the documentation required by Weltman to support the matter conveyed in a manner mutually acceptable to both parties. Client will refer to Weltman any correspondence or documentation it receives on a matter assigned to Weltman. Supporting documentation on new bankrupt matters will be forwarded within fourteen (14) days of the file placement or the file will be closed.

1.3 Matter Handling Procedure: Weltman agrees to undertake such collection activity in connection with such matters and to use due diligence and employ lawful and ethical means, methods, and procedures as in Weltman's judgment, discretion and experience it believes will best effect the efficient collection of such matters. If Client has not provided work standards, Weltman will work the matters pursuant to its own work standards. Weltman will not engage in any unethical or unauthorized practice in violation of any state or federal law. Unless otherwise provided in Client's work standards, Weltman may institute legal action as appropriate in its discretion and proceed to execute on any judgments obtained.

ARTICLE II
Fee Remittances, Court Costs and Application of Payments

2.1 Fees and Payment of Costs and Expenses for Contingent Fee Representation: The fees to be paid by Client to Weltman in return for services rendered by Weltman to Client, including authorized legal action within one of its footprint states, shall be a 30% contingency rate on recoveries of all sums after reimbursement of costs as allowed by law and as set forth in this agreement. In the event a matter requires legal action outside of its footprint states and Weltman is authorized to forward the matter to one of its Network Attorneys, the contingent fee shall be increased to 35%. Files assigned within 60-180 days of Statue of Limitation will be worked at a contingency rate of 40%. The contingency fee rates apply to any attorney fees that are awarded.

On Litigation matters Client will pay a non-refundable suit fee in the amount of \$500.00 at the time the lawsuit has been filed. Client will pay an additional non-refundable dispute fee in the amount of \$250.00 if any Answer or Responsive Pleading is filed in response to the lawsuit filed on behalf of Client by Weltman or its Network Attorneys.

Client will also advance court costs necessary to proceed with litigation prior to the time legal action is requested. All court cost funds will be held in a Court Cost Reserve ("Reserve"). Client will initially fund a Reserve in the amount of \$20,000.00. As necessary, sums will be withdrawn from the Reserve to cover necessary court costs. The parties agree that the Reserve will be replenished when the Reserve has reached the amount of \$5,000.00 or less. The Reserve will be first replenished by sums collected by Weltman on behalf of Client. If recoveries are not sufficient to replenish the Reserve, Client will be advised of the amount necessary to reach the required level of the Reserve. If there are not sufficient funds in the Reserve to proceed with the appropriate legal action, Litigation will not be filed until the cost advance is received from Client. Recovered court costs as allowed by law, will first be used to replenish the Reserve to the required established level. Weltman will not take a contingency fee on recovered court costs.

All sums collected by Weltman less the deductions authorized below shall be forwarded to Client within thirty (30) days of receipt, except non-cash equivalents which will be held in an IOLTA trust for 10 days. Weltman shall pay Client in United States Dollars by check, wire transfer or other electronic means agreed upon by the parties. All payments collected by attorney or paid direct to client by debtor will be applied in the following sequence: court costs as allowed by law, advanced by Weltman or Client, interest due if applicable, principal balance, and other charges if applicable and allowed by law.

Weltman will remit on a net basis the funds collected less deductions for Weltman's contingent fees, allowable court costs expended, Reserve replenishment, litigation expenses, copying costs charged by the court for documents and other authorized expenses from funds recovered during a remittance period on all matters. Client will promptly report within seven (7) days of receipt to Weltman any payments it directly receives on matters that have been referred to Weltman, other than those payments from Weltman. Weltman will deduct the commissions due on those payments from the next remittance.

Client will be invoiced monthly for the non-refundable suit fees and dispute fees, if any. Client will also be invoiced for all costs expended and other authorized expenses in excess of net recoveries during a remittance period. Client shall pay Weltman in United States Dollars by check, wire transfer or other electronic means agreed upon by the parties for all commission, fees, costs, and litigation related expenses, copying costs charged by the court for documents advanced by Weltman within thirty (30) days of the date of the billing from Weltman. If any invoice is not paid in full within the thirty (30) day period, Client will provide an explanation as to any specific items that are not being paid in full. All invoices not paid in full

within 30 days or for which an explanation acceptable to Weltman is not provided with regard to any unpaid amount, will be past due. Weltman is authorized to offset the past due amounts against future remittances. Additionally, Weltman is entitled to charge interest on balances past due up to the maximum allowable rate effective at the time. Interest charges, if applicable, will be included in the subsequent settlement/invoice statements until such time as past due balances are satisfied.

On a closed matter on which Weltman filed a lien on real property, Weltman will be entitled to its fee under this agreement if there is a payment as a result of the lien to the extent Client is still the owner of the matter or Client is itself entitled to a fee on the payment.

2.2 Fees and Payment of Costs and Expenses for Hourly Fee and Fixed Fee Representation:

On matters referred on an hourly fee basis, Client will pay Weltman the hourly rates as listed below:

- \$375 Hourly – Partner
- \$275 Hourly – Associate
- \$175 Hourly – Legal Assistant

Client will also be responsible for all court costs expended, litigation expenses, copying costs charged by the court for documents and other authorized expenses.

“Costs” shall include but not be limited to sheriff’s fees, private process service fees, court filing fees, motion fees, garnishment fees, abstract, and executions.

“Litigation Expenses” shall include but not be limited to court reporter fees, deposition costs and other fees necessary to complete the requested services.

2.3 Annual Fee and Rate Review: Weltman reserves the right to adjust fees and rate on an annual basis and will provide thirty (30) day notification of any adjustments.

ARTICLE III General Provisions

3.1 Payment Processing: Weltman has authority to endorse any checks and/or money orders payable to Client on Client’s behalf. Said checks and/or money orders will be deposited into Weltman’s IOLTA trust account and remitted to Client in accordance with this agreement.

3.2 Client Contact: Client will refer to Weltman any correspondence or documentation it receives on a matter assigned to Weltman. Client will not accept settlement or payment terms on any matters that have been referred to Weltman without consulting Weltman.

3.3 Counterclaims: Should a counterclaim be received, Weltman will notify Client and seek further instructions before proceeding with the case, except that Weltman shall in all events protect Client’s interests by responding to any counterclaim in a timely manner.

Should Client choose to have Weltman continue representation, and should Weltman agree to continue representation, it shall be on an hourly basis. Weltman is authorized to undertake any work necessary to protect the response date at the hourly rates presented herein. Client and Weltman shall mutually agree upon the fee arrangement for the continued representation on the entire matter, which shall be in writing and which will be an addendum to this agreement.

ARTICLE IV

Indemnification

4.1 Indemnification of Client: Weltman shall defend, indemnify, and hold harmless Client and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorney's fees) arising out of any action, inaction, or omission by Weltman, its employees, agents, or representatives, under this agreement, including failure to comply with applicable laws or regulations.

4.2 Indemnification of Weltman: Client shall defend, indemnify, and hold harmless Weltman and its respective employees, agents and representatives against any and all liabilities, judgments, damages, claims, demands, costs, expenses or losses (including reasonable attorney's fees) arising out of any action, inaction, or omission by Client, its employees, agents or representatives, under this agreement, including failure to comply with applicable laws or regulations.

ARTICLE V

Compliance with Applicable Law

5.1 Matter Legal Status Change: In the event that Weltman or Client learns that a debtor has filed a Bankruptcy Petition with the United States Bankruptcy Court or has sought relief from creditors under any State law or is deceased or the matter is included in a foreclosure action, Weltman shall continue its representation under the contingent fee set forth herein or pursuant to the fees and hourly rates set forth herein or on Exhibit A for bankruptcy matters or matters that were being handled on an hourly basis. Probate matters will be handled at a 35 % contingency fee. Should any matter require more than the routine filing of a claim, Weltman will confer with Client to determine if further representation should be undertaken on an hourly basis or as stated in Exhibit B. The Bankruptcy Department will file Proof of Claims in Chapter 7 asset cases and Chapter 11, 12 and 13 proceedings only if the outstanding balance exceeds \$1000 for the fees specified in Exhibit A.

5.2 Statute of Limitations: In the event that Weltman learns that the Statute of Limitations has expired, Weltman shall close and return said matter to Client. Weltman will not engage in collections on or file suit on a matter that is past the Statute of Limitations. Weltman will not accept any matter where the Statute of Limitations will expire within 60 days of placement for footprint accounts or 120 days of placement for accounts out of its footprint.

ARTICLE VI

Reporting, Audit and Recall Requirements

6.1 Reporting Requirements: Client and Weltman will agree on the method and level of reporting on the matters including the documentation to be provided by Weltman. Weltman has standard reporting included as a part of the services provided for in this Agreement. In addition, Weltman has developed eClientNet that allows clients direct access to review and obtain reporting on their matters placed with Weltman. If there is a change required in the method or level of reporting, adequate notice will be provided to Weltman before it is required to institute the change. Should Client require specialized/custom reporting, Weltman will estimate the effort required to deliver it and will submit to Client before proceeding. Only after Client approval for custom development is obtained will Weltman begin the required effort. After confirmation of acceptance by Client, all custom report development will be invoiced at a rate of \$75/hour on the next available settlement/invoice.

6.2 Audits: Client has the right to conduct audits, however the time, location and scope of any audit is to be mutually agreed upon by both Client and Weltman. The audits will be based on the work standards contained in this agreement and otherwise communicated to Weltman by Client. Weltman will be provided with a copy of the completed audit and, upon receipt, will provide a response to the audit within the time period requested.

6.3 Recall: Client may, in its sole discretion, recall any individual matter from Weltman at any time. However, Client will not recall any matter without good cause where a promise to pay has been established under which the debtor has not defaulted or a garnishment proceeding has been filed and is still active. Client further agrees that in the event of the recall of a judgment account within 36 months from the date of judgment, Weltman will be entitled to a closing fee of \$150. Further, in the event of the request to satisfy a judgment or release a lien on a recalled account, Client agrees to pay any court costs and Weltman will be entitled to collect a processing fee at the rate in effect at the time of the request, currently \$100.

ARTICLE VII

Termination and Change of Ownership

7.1 Termination and Notices: This agreement may be terminated at any time, with or without cause, by either party for any reason upon thirty (30) days written notice to the other party. Any notice of termination will be addressed as follow:

Weltman, Weinberg & Reis Co., LPA
965 Keynote Circle
Brooklyn Heights, OH 44131
Attn: David A. Head
dhead@weltman.com

Client Name: ReliaMax Surety Company In Liquidation
Client Address: 2300 E. 54th N., Suite 1
City, State Zip Code: Sioux Falls, SD 57104
Attn.: Michael J FitzGibbon

Upon said termination, Client will pay any fees, costs, and litigation expenses due in addition to the fees on three (3) months of any payment plans then in effect on those matters as a buyout. Weltman is authorized to offset any amounts owed against funds it has of Client and invoice any amounts not offset. Subject to said offset, Weltman will refund any unused portion of the Reserve within thirty (30) days of the termination.

7.2 Sale of Matters: Should Client desire to recall multiple matters or terminate this agreement in order to sell any matters that it has forwarded to Weltman, the relationship between Weltman and the Client shall be expressly stated in the purchase and sale agreement and the purchaser will be bound by the terms of the agreement between Client and Weltman. Client will provide timely written notice as provided herein to Weltman of the sale with all pertinent information as to the Purchaser. Any such transfer shall not result in termination of Client's obligation to pay all of its obligations under this agreement through the Date of Sale or the date written notice is received by Weltman, whichever is later. If Client does not require that the Purchaser be bound by the terms of this agreement, Client will pay Weltman any fees, costs, and litigation expenses due in addition to the fees on three (3) months of any payment plans then in effect on those sold accounts. Weltman is authorized to offset this amount against any funds it has of Client and invoice any amounts not offset. Weltman will convey directly to the purchaser all monies collected after ten (10) business days from the Date of Sale, or the date written notice is received by Weltman, whichever is later.

ARTICLE VIII

Confidentiality: Weltman agrees that all information communicated by Client, whether before or after the date hereof, shall be and was received in strict confidence, and shall be used only for the purposes of this agreement or as contemplated by this agreement, and that no confidential information shall be disclosed by Weltman without the prior written consent of Client, except as may be necessary, because of legal, mattering or regulatory requirements beyond the control of Weltman. Upon any such event Weltman shall promptly notify Client.

ARTICLE IX Miscellaneous

9.1 Relationship: The relationship between Weltman and Client is that of independent contractor/contractee. This agreement is not assignable, delegable or transferable except that Weltman may use the services of third party vendors and other counsel as may be required to carry out its representation hereunder and except where Client is required to convey this agreement to a purchaser of matters until such time as Weltman may become formally engaged with purchaser under a separate agreement.

9.2 Entire Agreement: This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or extension is sought.

Each party may copy this completed agreement for electronic storage in a non-editable format, at which time the paper form of this agreement may be destroyed. Each party agrees that following the electronic storage of this agreement, any hard copy printout of that electronically stored information will constitute an "original" of this document.

9.3 Non Exclusive: Weltman and Client acknowledge that this is a non-exclusive agreement and that Weltman may handle matters other than those contemplated by this agreement, unless a conflict of interest exists.

9.4 Counterparts: This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be executed by electronic signature which will serve as an original for all purposes.

9.5 Severability - The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired thereby unless the provision held to be invalid, illegal or unenforceable causes this Agreement to fail in its essential purpose.

9.6 Choice of Law and Venue: This agreement shall be interpreted in accordance with federal laws and the laws of the State of South Dakota. The parties agree that any dispute shall be adjudicated by a court of competent jurisdiction in the State of South Dakota, County of Hughs.

9.7 Commencement Date: This agreement shall commence on the date of execution by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of this agreement, duly authorized by all necessary and appropriate action to execute this agreement.

Executed this 5th day of September 2018. Executed this 7 day of Sept. 2018

ReliaMax Surety Company In Liquidation

Weltman, Weinberg & Reis Co., L.P.A.

By: 
Mike FitzGibbons
Special Deputy Liquidator
2300 E. 54th N, Suite 1
Sioux Falls, SD 57104

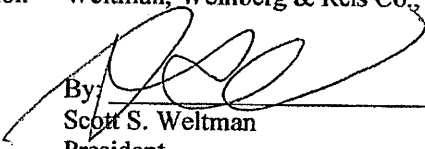
By: 
Scott S. Weltman
President
323 W. Lakeside Avenue, Suite 200
Cleveland, OH 44113

Exhibit A

Education Loan Bankruptcy Fee Schedule

The below fee and hourly rate schedule is for Chapter 7, 13 and 11 services on unsecured accounts, rendered in Arizona, California, Colorado, Florida, Illinois, Indiana, Kentucky, Michigan, New York, Ohio, Pennsylvania, Texas, and Wisconsin, recognized as the "footprint states" of Weltman, Weinberg & Reis Co., LPA's Bankruptcy Department. Files outside these states are subject to these fees, in addition to any fees and expenses charged by local counsel.

Chapter 7	Fee
File Proof of Claim	\$210
Monitor for Assets	\$175
Motion for Relief of Stay Error! Bookmark not defined.	\$575
All additional work, including that in adversary cases, evidentiary hearings or contested matters handled on an hourly fee basis.	\$395 Partner \$290 Associate \$185 Legal Asst.

Chapter 13	Fee
File Proof of Claim & Review Chapter 13 Plan	\$210
Monitor for Discharge/Dismissal	\$175
Objection to Confirmation of Chapter 13 Plan Error! Bookmark not defined.	\$685
Motion for Relief of Stay or from Co-Debtor Stay Error! Bookmark not defined.	\$685
All additional work, including that in adversary cases, evidentiary hearings or contested matters handled on an hourly fee basis.	\$395 Partner \$290 Associate \$185 Legal Asst.

Chapter 11	Fee
Matters handled on an hourly fee basis.	\$395 Partner \$290 Associate \$185 Legal Asst.

¹ Includes attendance at one preliminary hearing. Additional or evidentiary hearings would be billed hourly.

Exhibit B Probate Fee Schedule

This fee schedule is created for new collection and collection litigation placements rendered in Illinois, Indiana, Kentucky, Michigan, New Jersey, Ohio and Pennsylvania, recognized at the "footprint states" as well as accounts placed within the Attorney Network of Weltman, Weinberg & Reis Co., LPA.

A Location letter will be mailed at Placement to locate the person handling the financial affairs	\$50
Initial File Review – Further review of placement transmittal form to confirm if debt is secured or unsecured and/or for any special instructions from the client. Review of all client documents including, account statements, any loan documents and/or contracts/agreements, collateral and/or insurance documents, and any collection letters previously sent by the Client. In addition, review of client notes regarding attorney contact, payment histories, and/or previous collection efforts prior to placement	\$50
Estate Searches are completed every 60 to 90 days depending on the date of death and the particular time frame for that state and county. The type of searches are websites, mail, telephone call or vendor	\$50
Telephone contact with family members to find out who is handling the financial affairs of the estate.	\$50
Telephone contact with the attorney if no estate and there is attorney representation	\$50
If no contact, an inquiry letter will be mailed 35 days after the location letter. If contact is made with the family the inquiry letter will be mailed within 5 business days after the initial contact.	\$50
Property search to verify ownership of real property held by the decedent only	\$50
If a report is not sent to the client regarding the ownership of property	\$25
Skip tracing for better telephone numbers, the obituary for contact names, other addresses if we have received return mail	\$50
Review of Credit Bureau to obtain the total debts of the estate and possible assets, such as a mortgage or a car note	\$50
Review of correspondence received from the family, court, attorney, fiduciary and any other party associated with the file	\$50
Closing file due to the clients request	\$50
Obtain certified copy of death certificate at clients request	\$50
Filing claim into an Estate – mailing to the court, the fiduciary and the attorney	\$175
Additional claims filed for same decedent	\$ 50
Inquiry letter is sent to estate attorney and/or the fiduciary if one was not mailed prior to the filing of the claim	\$50

Status letter to the estate attorney and/or fiduciary regarding payment of the claim and if the estate has the assets to pay the claim. Also, preparing specific letters to the estate attorney and/or fiduciary tailored to the need on the file	\$50
Calls with the estate attorney and/or the fiduciary for negotiations on pending claims/status of estate or payment of claims	\$75
Call to court or review of the docket for status updates on the estate filed – inventory filed for assets in the estate, any accountings filed, the type of the estate, related files such as land sales or foreclosure	\$50
Release of claim mailed to the estate attorney and/or the fiduciary	\$50
All documents are imaged and stored to the file	\$50

Additional services needed beyond the Probate Fee Schedule will be handled on an hourly basis upon client's approval. WWR hourly rates: \$375 (Partner); \$275 (Associate Attorney); \$175 (Legal Assistant/Paralegal)