

TRS Material Contracts

In December 2011, RB&T amended and restated its Marketing and Servicing Agreement (the “Marketing Agreement”) with Liberty to, among other things:

- set the term of the Agreement to expire on October 16, 2014;
- name RB&T as the exclusive provider of all RAL and ERC/ERD products for a mutually agreed upon list of locations through the term of the contract;
- remove RB&T’s annual option to unilaterally terminate the Agreement;
- amend the designated level of RAL delinquency which, if exceeded, provides RB&T with the right to receive certain monies; and
- provided that either party may at its option terminate the Marketing Agreement upon twenty days’ prior written notice if (i) the other party has materially breached any of the terms thereof and has failed to cure such breach within such twenty day time period or (ii) the continued operation of the Financial Product Program or the electronic filing program is no longer commercially feasible or practical, or no longer provides the same opportunity, to the terminating party due to legal, legislative or regulatory determinations, enactments or interpretations or significant external events or occurrences beyond the control of the terminating party; provided, however, that in the case of clause (ii), the parties shall first mutually endeavor in good faith to modify the Financial Product Program in a manner resolving the problems caused by legal, legislative or regulatory or external events or occurrences.

As a result of this amendment, the total number of Liberty tax preparation offices that will offer RB&T’s tax products in 2012 is not expected to differ materially from the number of Liberty tax preparation offices that offered the RB&T’s products in 2011.

During August of 2011, RB&T amended and restated its Program Agreement (the “Program Agreement”) with JHI to, among other things:

- add Jackson Hewitt Technology Services LLC (“JHTSL”) as a party to the Program Agreement whereby JHTSL agreed to provide certain technology services, including personnel to RB&T, in connection with the services provided for under the Program Agreement;
- set the term of the Program Agreement to expire on October 14, 2014;
- remove RB&T’s annual option to unilaterally terminate the Program Agreement;
- amend the termination provisions of the Program Agreement to provide RB&T an additional termination right due to regulatory direction relative to its tax products; and
- amend the provisions of the Program Agreement to modify, in part, the method of designation of Jackson Hewitt tax preparation locations that will offer RB&T’s tax products in 2012, 2013 and 2014 and provide that RB&T shall be the exclusive tax product provider in those locations.

As a result of this amendment, the total number of JH tax preparation offices that will offer RB&T’s tax products in 2012 is not expected to differ materially from the number of JH tax preparation offices that offered the RB&T’s products in 2011.