



AUDITING AGREEMENT - LETTER OF AUTHORIZATION

We, (hereafter, The Client), hereby exclusively retain National Auditing Services & Consulting LLC (NASC) to conduct an audit of our electric/gas, telecom, water/sewer, and real estate taxes (unrelated to certiorari proceedings) to identify any refunds, credits, savings or reductions due the Client.

Client represents that it is authorized to enter into this agreement, Client gives NASC and its affiliate's authorization to act as agent for the undersigned to review and audit the above charges and to obtain any information (i.e. historical records, etc.) deemed necessary by NASC to perform its audit and file refund applications, to inquire information regarding our status, and to receive any information relating to them adequately auditing our account, hence therefore processing any refund claims for which we the undersigned may be legally entitled. NASC will prepare all necessary documentation to secure any refunds, credit(s), adjustment(s) to The Clients account, or refund check(s), including settlement of such claims and NASC is authorized to negotiate all settlement drafts. Client agrees to provide NASC with copies of bills and/or other documentation if available, which NASC deems to be necessary. Client understands that this documentation may be necessary to substantiate any claims on Clients behalf.

Client and NASC agree that all information exchanged and received during audit will not be revealed directly or indirectly to anyone, including but not limited to subdivisions, partners, or related subsidiaries. Acknowledges that all information and audit data supplied in report(s) or analysis are and will remain the exclusive property of NASC.

Client will pay NASC Fifty Percent (50%) of any verified credit(s), adjustment(s) to our account, or refund check(s) received, which are a direct result of services performed by NASC on our behalf, after The Clients receipt. ***In the event no refund is obtained then no fee shall be due to NASC from the Client.***

All payment for Fees are due within 15 days of being invoiced. Any payment made after said 15 day grace period shall be assessed an interest charge of 1.5% per month. Should NASC be compelled to institute any court proceeding or to engage counsel for the purpose of collecting a Fee due under this agreement, then Client shall be responsible to reimburse NASC for the reasonable fees including attorney's fees and costs incurred in such a proceeding. This agreement shall be governed by the laws of the State of Connecticut.

This agreement shall be effective until rescinded by either party in writing by certified mail upon thirty (30) days notice. Any issues that NASC submits prior to the termination of this agreement, which results in a refund, credit or savings, shall result in a Fee due to NASC.

[Client Acceptance:]

FIRM NAME: _____ EIN: _____

ADDRESS: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Phone: (____)____-____ Fax: (____)____-____ Email: _____

AGREED TO NASC REP DF: _____ DATE: _____

AGREED TO BY NASC OFFICER: _____ DATE: _____