

TROY & BANKS
◆ **CONSULTANTS LLC** ◆

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Agreement

This Agreement is entered into as of _____ between Troy & Banks Consultants, LLC ("TB") and _____ with an address at _____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct a cable television franchise fee compliance audit for the purpose of verifying the accuracy of the franchise fees paid or due to the Client. TB agrees to conduct such audit.

2. Audit – TB shall identify what specific sources of revenue are subject to franchise fees, examine relevant accounting data, examine franchisee accounting data and supporting documentation, identify all revenue sources by classification, and verify calculations. TB shall also evaluate allocation methodology with respect to non-subscriber revenue, conduct a search for unreported revenues and examine the cable operators' database to determine if all active addresses within the Client's boundaries were included in the franchise fee remittances.

3. Refunds – Client agrees that TB will receive as its compensation for this service a contingency fee of forty-five percent (45%) of the underpayments identified and recoverable under its franchise agreement and/or state and federal law.

4. TB has made and makes no guarantee or assurance that our audit will produce a refund due to franchise fee underpayments.

5. If there is no recoverable underpayment identified for the benefit of the Client, TB acknowledges that there will be no fee payable.

6. In connection with any litigation between the parties arising out of this Agreement, the prevailing party should be entitled to recover reasonable attorney's fees and court costs, including such fees and cost incurred in trial and in appellate proceedings. The parties recognize that other provisions of this Agreement provide for consideration for this provision.

7. Client agrees to assist TB in collection of identified recoverable amounts by enforcing the related provisions of its franchise agreement with the cable television operator.

8. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] _____

Troy & Banks Consultants, LLC

By: _____

By: _____

Thomas T. Ranallo, Manager

Name: _____

Title: _____

Telephone: _____

Telefax: _____