

**Professional Services Agreement**  
**Between**  
**ABC Company**  
**And**  
**National Tax Recovery, LLC**  
**March 5, 2012**

Professional Services Agreement

Between

ABC Company  
And

National Tax Recovery, LLC

March 5, 2009

ARTICLE 1 BASIC INFORMATION

In addition to the terms that are defined elsewhere in this agreement, these terms are used in this agreement:

A. AGREEMENT DATE:

This agreement is dated March 5, 2009 for reference purposes only.

B. NATIONAL TAX RECOVERY, LLC ADDRESS:

National Tax Recovery, LLC

1601 E. Lamar Blvd.

Suite 106

Arlington, Texas 76011

C. CLIENT:

ABC Company, herein "Client"

D. CLIENT ADDRESS:

ABC Company

12345 Seawall Blvd.

F. TERM:

This agreement for professional services shall remain in full force and effect until terminated by Client or National Tax Recovery, LLC.

G. COMMENCEMENT DATE:

The term will commence on the date on which the agreement is executed by the authorized designee of the Board of Directors of Client.

H. TOTAL REFUND:

The Total Refund shall include all state & local taxes which includes sales and use taxes, hotel taxes, mixed beverage taxes and other savings such as double payments, interest and penalties refunded as a result of the efforts of National Tax Recovery, LLC.

ARTICLE 2 AGREEMENT

A. National Tax Recovery, LLC agrees to use its best efforts to obtain refunds or credits of overpaid state & local taxes for Client. The duration of this agreement will be the term. The term will commence on the commencement date.

B. It is understood and agreed that the services rendered by National Tax Recovery, LLC are upon a contingent fee basis and, if no amounts are recoverable, Client shall not be indebted to National Tax Recovery, LLC for any fees or costs whatsoever.

C. All appeals for refund requiring representation by outside legal counsel shall be undertaken only by the mutual consent of both Client and National Tax Recovery, LLC. It is agreed that certain additional costs incurred in connection with such appeals, e.g. legal fees, court costs, expert witness, etc., and shall be offset against the Total Refund. Legal fees incurred in connection with such appeals must be borne by Client.

D. National Tax Recovery, LLC agrees that any information provided by or obtained from Client shall be used solely for the purposes herein contained. National Tax Recovery, LLC agrees not to disclose any information obtained for any reason other than to further the process herein described.

E. It is agreed that National Tax Recovery, LLC's services hereunder shall be provided in a first class, high quality, and professional manner. National Tax Recovery, LLC represents to Client that it has the background, expertise, and personnel necessary to provide these services for Client.

ARTICLE 3 NATIONAL TAX RECOVERY, LLC'S DUTIES

Review the financial records of Client to quantify and substantiate any overpayment of state & local taxes such as sales and use taxes, hotel taxes and mixed beverage taxes;

A. As appropriate, prepare and file, on a timely basis, the relevant Petitions for Refund;

B. As appropriate, contact vendors for the purpose of obtaining refunds; and

C. Represent Client at any hearings held in connection with filed petitions up through and including any administrative level.

#### ARTICLE 4 FEES

A. National Tax Recovery, LLC's fee for services rendered to Client shall be fifty percent (50%) of the total refund.

B. All fees due to National Tax Recovery, LLC by way of this agreement shall be invoiced when the proceeds of the refund process have been received by Client, who agrees to pay all invoices within thirty (30) days thereafter.

#### ARTICLE 5 TERMINATION OPTION

A. At any time during the duration of the agreement, either party may terminate this agreement by giving the other party sixty (60) days written notice of its intention to terminate the contract.

B. It is understood that National Tax Recovery, LLC is entitled to be compensated for its services as agreed herein and that this termination option will not reduce or invalidate National Tax Recovery, LLC's right to its fees for any Total Refund retained by Client as a result of the efforts of National Tax Recovery, LLC.

C. In the event of a termination, National Tax Recovery, LLC shall remain entitled to all fees on refunds in progress at the termination date of this agreement and that these fees will be paid in accordance with Article 4, irrespective of this termination option.

#### ARTICLE 6 NOTICES

Any notice, request, demand, consent, approval, or other communication required or permitted under this agreement must be in writing and will be deemed to have been given when deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Services, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Article 1. In the event that multiple addresses appear in Article 1, then notices will be sent to each address. Either Client or National Tax Recovery, LLC may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party.

#### ARTICLE 7 MISCELLANEOUS

A. Severability. If any provision of this agreement proves to be illegal, invalid, or unenforceable, the remainder of this agreement will not be affected by such finding, and in lieu of each provision of this agreement that is illegal, invalid, or unenforceable a provision will be added as a part of this agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

B. Written Amendment Required. No amendment, alteration, modification of, or addition to the agreement will be valid or binding unless expressed in writing and signed by Client and National Tax Recovery, LLC.

C. Entire Agreement. This agreement, the exhibits and addenda, if any, contain the entire agreement between Client and National Tax Recovery, LLC. No promises or representations, except as contained in this agreement, have been made to the Client.

D. Captions. The captions of the various articles and sections of this agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

E. Notice of National Tax Recovery, LLC's Default. In the event of any alleged default in the obligation of National Tax Recovery, LLC under this agreement, Client will deliver to National Tax Recovery, LLC written notice listing the reasons for National Tax Recovery, LLC's default and National Tax Recovery, LLC will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonable be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default.

F. Authority. Client and the party executing this agreement on behalf of Client represent to National Tax Recovery, LLC that such party is authorized to do so by requisite action of

the board of directors.

G. Governing Law. This agreement will be governed by and construed pursuant to the laws of the State of Louisiana. In the event of litigation brought to enforce the provisions of this agreement, all costs of the prevailing party, including reasonable attorney's fees will be borne by the non-prevailing party.

H. Late Payments. Any fee that is not paid when due pursuant to Article 4 above will accrue interest at a rate equal to the Prime Rate plus 5% per annum (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full with accrued interest.

I. Permission for References. It is understood that neither party shall use directly or by implication the name of the other or any director or employee of the other in connection with any products, publicity, promotion, financing, or advertising without the prior written permission of the other party.

J. Binding Effect. The covenants, conditions and agreements contained in this agreement will bind and inure to the benefit of Client and National Tax Recovery, LLC and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this agreement, their assigns. No assignment shall be made without National Tax Recovery, LLC's written approval. Upon assignment, the Client will remain obligated as indemnitor.

Any Addenda listed below and attached hereto at the time of contract signing, shall become part of this agreement:

National Tax Recovery, LLC and Client have executed this agreement as of the Commencement Date as noted in Article 1.

National Tax Recovery, LLC

Attest:

By: ----- By: ----- (SEAL) Date -----

Its: ----- Its: -----

ABC Company:

Attest:

By: ----- By: ----- (SEAL) Date -----

Its: ----- Its: -----