



Corporate Offices:

BUFFALO - NEW YORK

2216 Kensington Avenue
Kensington Avenue
at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-4452

Branch Offices:

CALIFORNIA

398 E. Carob Ave.
Fresno, CA 93654

Post Office Box 550700
So. Lake Tahoe, CA 96155

FLORIDA

1713 Whitehall Drive
Suite 203
Davie, FL 33324
(954) 477-7073

Post Office Box 14192
Ft. Lauderdale, FL 33302

2330 Warbler Circle
Lakeland, FL 33810

HAWAII

Post Office Box 25
Papaikou, HI 96781

NEW YORK

Rockefeller Center
Post Office Box 3968
New York, NY 10185
(212) 699-0621

Post Office Box 147
Williston Park, NY 11596
(516) 746-0992

31 Hidden Valley Road
Rochester, NY 14624

TEXAS

6418 Eckhert Rd. #3101
San Antonio, TX 78240

VIRGINIA

325 East Bayview Blvd.
Suite #201
Norfolk, VA 23503
(757) 932-1414

e-mail:
save@troybanks.com

internet address:
www.troybanks.com

Agreement

This Agreement is entered into as of _____ between Troy & Banks, Inc. ("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 an audit or survey of Client's electric, gas, telecommunications and water/sewer utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 50% of all monies refunded or credited to the Client.
3. Future Cost Reductions - For any reductions in future costs for electric, gas, telecommunications and water services resulting from TB analysis, the fee is 50% of the amount saved each month for 24 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.**
6. This Agreement sets forth the entire understanding and agreement between the parties.

[Client Name] _____

Troy & Banks, Inc.

By: _____

By: _____

Thomas T. Ranallo, President

Name: _____

Title: _____

Telephone: _____

Telefax: _____