THIS SERVICES AGREEMENT (this “Agreement”) is made effective as of the date of delivery by Client of an executed copy (the “Effective Date”), by and between ABC Consulting Firm, a company incorporated in the state of Maryland (the “Consultant”), and the legal owner or authorized agent (the “Client”) of any property that is signified on any authorization letter (the “Property”), a list of such Property is provided on Exhibit A.

Consultant shall appeal, where warranted, the real estate value established by the applicable assessing entity for any Property for taxation purposes (the “Services”). Consultant shall keep confidential any Client information considered confidential by Client. Consultant shall attempt to lower the assessed real estate value, which will thereby reduce the real estate tax bill.

“Tax Savings” is the amount of taxes that would be owed prior to accounting for any reduction stemming from the Consultant’s appeal less the amount of taxes that is calculated after accounting for any reduction in value stemming from the Consultant’s appeal. “Net Tax Savings” is equal to the Tax Savings less any out-of-pocket costs (e.g., expert report, testimony, deposition, etc.), provided such costs are pre-approved in writing by Client at its sole discretion. Consultant shall present a cost-benefit analysis whenever requesting out-of-pocket expenditures. Legal fees are part of Consultant’s fee. Client agrees to pay to Consultant twenty percent (20%) of the Net Tax Savings. Client shall provide a customary agent authorization letter to make its authorization hereunder and this Agreement effective. Client shall arrange for such documentation and cooperation as required for the Consultant to discharge the Services.

The tax years applicable to this Agreement for this Property shall be 2018. The term of this Agreement shall be from the Effective Date until the later of either the appeal process is exhausted or the Tax Savings is zero. The term shall be extended for applicable future years whenever a new agent authorization letter is provided. Any fee owed shall be paid on the date the tax bill is due (typically Sep 30), as this is the date Client experiences savings. In the event of a refund, the fee shall apply to the total refund and payment is due promptly upon receipt of refund.

This Agreement sets forth in entirety the agreement and understanding between Client and Consultant. This Agreement shall be governed by the laws of the state of New York. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their successors and assigns and any purchaser of Property. This Agreement may be executed in any number of counterparts and have the same effect as if all the parties had signed the same document. Facsimile and electronic scan counterparts shall be deemed to be original execution copies. All counterparts shall be construed together and shall constitute one Agreement. If a party hereto incurs costs and attorney’s fees in enforcing the terms of this Agreement, the prevailing party may recover such fees and costs from the party in default. The parties hereto have caused this Agreement to be executed under seal intending to be legally bound hereby as of the Effective Date.

Client Consultant

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Sign Sign

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Print Date Print Date