

AUDIT AGREEMENT

This **AGREEMENT** made and entered into this _____ day of _____ 2010, by
and between _____, City of _____, State of _____,
hereinafter referred to as "**CLIENT**" and **Daycos of The Day Companies, Inc.**, a Nebraska
Corporation, of 1305 S 13th St., Norfolk, Nebraska 68701, hereinafter referred to as "**DAYCOS**",
WITNESSETH:

WHEREAS: CLIENT is in the possession of certain files representing accounts receivable from
the U.S. Government (**U.S.**) ; and

WHEREAS: DAYCOS is in the business of auditing said files to ascertain that the proper
amounts have been billed to the **U.S.**;

NOW, THEREFORE, in consideration of the above recitals, it is hereby agreed by and between
the parties as follows:

1. **CLIENT** agrees to make available to **DAYCOS** certain files representing shipments
for **U.S.** so that **DAYCOS** can ascertain any amount due by **U.S.** on said files and can prepare such
claims for proper presentation to **U.S.** for payment.

2. **DAYCOS** agrees to audit said **U.S.** shipment files, ascertain any billable charges
resulting from said audit, and generate any billings needed to effectuate payment by **U.S.**

3. **CLIENT** and **DAYCOS** agree that all invoices for billings and monies due
thereunder shall be authorized to be paid by **U.S.** to **BankFirst**, P.O. Box 868, Norfolk, NE 68702-
0868 (hereinafter called **BANK**) for distribution to **CLIENT** and **DAYCOS** pursuant to agreed
DAYCOS Fee as set forth in Paragraph 4. This paragraph shall be construed to be an authorization on
behalf of the **CLIENT** and **DAYCOS** to have **U.S.** pay the invoiced amounts directly to **BANK** as set
forth herein.

4. It is further agreed that **DAYCOS** will absorb all of **DAYCOS's** cost of conducting
said audit, including:

- A. Transportation of said files between **CLIENT's** location and
DAYCOS's
offices.
- B. All expenses incurred by **DAYCOS** in performing the audit, including
the
generation and mailing of invoices.
- C. All handling charges by **BANK** to perform the distribution of the
proceeds of said invoices.

5. In consideration thereof, **CLIENT** agrees to pay **DAYCOS** a fee of 50% of those
billings generated by **DAYCOS**. Amounts paid by **U.S.** are based on gross amounts, before deduction
by **U.S.** Finance Centers for such items as reweigh refunds, damage claim deductions or G.S.A.
Overcharge Notice deductions, provided such deductions concern deductions for a **CLIENT** shipment
that is different from the shipment being billed by **DAYCOS**. Any such deductions made on
DAYCOS generated invoices will be deducted from Client's share of payments. Because of the
difficulty in tracking accounts receivables for those few shipments that are sent to G.S.A. for approval

before payment, it is agreed that **DAYCOS** will be paid their fee at the time notice is received of such forwarding. **DAYCOS** agrees to refund immediately to **CLIENT** its share of any deductions made against those invoices.

6. **BANK** agrees to distribute to **CLIENT** and **DAYCOS** their respective share on a weekly basis as payments are received by **BANK** by **U.S.**

7. **DAYCOS** believes the charges it bills for the **CLIENT** to **U.S.** to be valid and legally due; therefore, **DAYCOS** agrees that if any billing it generates is charged back by the General Services Administration (**GSA**) Transportation Audit Division, **DAYCOS** will either (1) defend such charges with **GSA** to obtain a ruling in **CLIENT**'s favor or (2) refund to **CLIENT** all fees **DAYCOS** received on said billing.

8. This agreement shall continue in full force and effect until canceled by either **DAYCOS** or **CLIENT**.

9. The parties hereto warrant that there is no other agreement, written or otherwise, that would render performance of this agreement by either party to be impossible.

10. This Agreement shall be binding on the heirs, successors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first written above.

By _____

Its _____
(title)

The Day Companies, Inc.
A Nebraska Corporation

By _____

Its _____
(title)

ACCEPTANCE

BankFirst, pursuant to the terms of the foregoing Agreement, does hereby accept the responsibility of making distribution of monies received thereunder pursuant to its terms to **CLIENT** and **DAYCOS**.

BANKFIRST,
A Nebraska Banking Corporation

By _____