

AG 16 338

February 15, 2016

Mr. Michael C. Harris  
City Manager  
City of Stockbridge  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

Re: **CITY OF STOCKBRIDGE – DOWNTOWN DEVELOPMENT AUTHORITY**

Dear Mr. Harris:

We appreciate the opportunity to provide forensic accounting and consulting services pursuant to the matter we discussed. The purpose of this letter is to confirm the terms of engagement between RGL Forensics ("RGL") and the City of Stockbridge.

At this point, we plan to commence the initial phase of our analysis, which is detailed below (Phase 1). At your direction, we have also set out a list of proposed additional procedures to be completed in an optional second phase of this engagement (Phase 2). We understand that you are requesting that we complete Phase 1 at this point, and we will therefore await your direction prior to initiating Phase 2:

Phase 1:

1. A forensic review of the financial records and account statements for the City of Stockbridge's Downtown Development Authority's activities from 2013 through 2015, with primary focus on the transactions and entities connected with the development originally known as the Georgia Technology Park.
2. Review the City of Stockbridge – Downtown Development Authority's internal controls for potential fraud risks and provide recommendations for guidelines that might mitigate similar risks in the future.
3. Provide a written report of our findings.

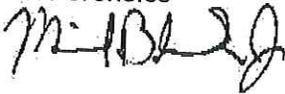
Phase 2:

1. Review and analysis of personal credit card statements and other financial records associated with Mr. J. T. Williams.
2. Review and analysis of financial statements, business plans, etc. associated with World Internet Group.
3. Review and analysis of financial statements associated with Killearn Consulting, to include an analysis of ownership structure, a review of commissions charged to the City of Stockbridge, and potential coordination

Acceptance of the engagement is contingent upon the Contractual Conditions, which are attached. Please indicate your acceptance of this agreement by signing in the block below. This will serve as our authorization to proceed with Phase 1.

We appreciate the opportunity to be of service, and believe this letter accurately summarizes the significant terms and conditions of our engagement. Please indicate your confirmation by signing below and returning one copy to us. If you should have any questions, please do not hesitate to contact us at (404) 410-2023.

With regards,  
RGL Forensics

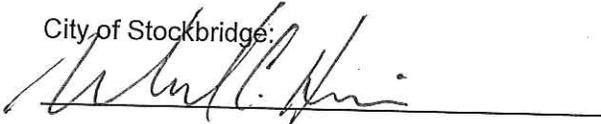


By Michael Shryock, CFA, CFE  
[mshryock@us.rgl.com](mailto:mshryock@us.rgl.com)

Agreed to and accepted:

City of Stockbridge:

By:



Date:

FEB. 22, 2016

Contractual Conditions (Continued)

RGL Forensics expressly disclaims liability as an insurer or guarantor. Any person seeking greater protection from loss or damage than is provided for herein should obtain appropriate insurance.

The client releases RGL Forensics from any and all liability related in any way to environmental matters.

The client shall defend, indemnify and hold harmless RGL Forensics and its employees, agents or subcontractors against all third party claims and any judgments, losses, damages or expenses relating to the performance of any services by RGL Forensics.

If RGL Forensics is requested or compelled to produce documents or testify with regard to work performed, regardless of who makes such request, client shall reimburse RGL Forensics for all costs, including attorneys' fees, preparation and travel time, interview, deposition, and court time and expenses, at RGL Forensics' then existing rates.

In the event of a dispute involving interpretation or performance under this agreement, the dispute shall be submitted to arbitration under the rules of commercial arbitration of the American Arbitration Association, the results of which shall be binding on all parties to this agreement. The party prevailing at the arbitration shall recover its costs and expenses, including attorneys', arbitrators' and stenographers' fees from the other party.