



Re: Engagement Letter for Tax-Free Exchange of Aircraft outlined under IRS Section 1031

Dear Client:

The purpose of this letter is to outline the terms of an agreement between you and Advocate Aircraft Taxation Company, a Florida Corporation with its principal place of business at 3073 Horseshoe Drive South, Suite 210, Naples, Florida 34104 (hereinafter referred to as "Advocate"). By signing this letter you agree to engage Advocate to assist you with a tax-free exchange (Like-Kind Exchange) relating to the sale of your existing aircraft ("relinquished property") and acquisition of your new aircraft ("replacement property"). Advocate will agree to maintain the confidentiality of any information submitted to it in connection with rendering its services.

Advocate's fee for this service is \$7,500. You agree to pay interest at 1½% per month on the balance of fees owed to Advocate that are 30 days delinquent, and you further agree to pay and be liable for all attorney fees and other expenses incurred by Advocate in the collection of fees due and owing.

In the event that you are forced to refund state or local taxing authorities any tax savings resulting from Advocate's planning, and Advocate was provided an opportunity to represent you before said taxing authorities, (at Advocate's expense), Advocate will repay any fees to the extent that the total fees to Advocate exceed the total tax savings. In addition, to the extent that any penalty is imposed as a result of a redetermination resulting from Advocate's planning, Advocate will refund its fees to the extent of said penalty. Notwithstanding the preceding, due to the difficulty of ascertaining the impact of Client's role in any adjustment, any refund will be paid regardless of Client's action or inaction, but the total refund of fees for both tax savings and penalties will not exceed the total fee payable to Advocate and will serve as liquidating damages.

All information furnished by you to Advocate will be kept confidential and shall not be disclosed to any third party without your approval. Advocate, however, shall have the right to select legal counsel to assist them in efforts to achieve savings, and Advocate shall be solely responsible for the payment of their services.

_____ initials

This agreement constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing and signed by both parties. This agreement shall be construed in accordance with the laws of the State of Florida. In the event of a dispute arising under this agreement the parties agree to binding arbitration to take place in Naples, Florida. By signing below the parties agree to be bound by the terms of this engagement letter.

Sincerely,

Louis M. Meiners, Jr.

Advocate Aircraft Taxation Company

Company

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: 3073 Horseshoe Drive South
Suite 210
Naples, Florida 34104
888-325-1942

Telephone: _____

Date: _____

Date: _____

PAYMENT INFORMATION

(WORK WILL COMMENCE AFTER PAYMENT IS RECEIVED)

- Please bill my credit card for the 1031 Exchange fee
- Check enclosed or mailed separately

Card Type: AMEX Visa MasterCard

Card Number: _____

Name on Card: _____

Billing Address on Card: _____

Expiration Date: _____

Please fax back to (239) 213-0698

INITIAL AIRCRAFT QUESTIONNAIRE (ONE NEEDED FOR EACH AIRCRAFT)

Contact: _____

Company Name: _____

Business Address to be used for all documents and filings: _____
 _____ County: _____

Business Phone: _____ Fax: _____

Home Address: _____

Home Phone: _____ Email: _____

Social Security Number: _____ Mobile Phone: _____

Date of Birth: _____ U.S. Citizen: YES NO Drivers License Number & State: _____

N Number: _____ Anticipated Purchase Price: \$ _____ Anticipated Purchase Date: _____

Aircraft Make and Model: _____ New Used Gross Take-Off Weight: (If Known) _____

Anticipated Purchase Date: _____

Base Airport Name and Identifier: _____ () County: _____

Who referred you? _____ Company: _____

Are you financing the Aircraft? YES NO Would you like a financing referral? YES NO

Finance Contact: _____ Phone: _____ Email: _____

Insurance Contact: _____ Phone: _____ Email: _____

Seller's Name: _____

Seller's Address: _____

Aircraft Operator: _____ State of Formation: _____

Operator Address: _____

Do you have business interests or personal residences in any other states outside of your home state? YES NO

OPERATION OF THE AIRCRAFT:		
1.	How many hours do you intend to fly on an annual basis:	
2.	Please allocate these intended hours among the following categories:	
	Business use for a business you own	%
	Business use for a business in which you are merely an employee and have no ownership	%
	Use by a charter operator	%
	Use by an unrelated third party such as a flight school	%
	Use for training and maintenance	%
	Personal use	%
	Total (=100%)	100%