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LEGAL AND TAX CONSULTANTS TO THE AVIATION INDUSTRY

Louis M. Meiners, Jr. CPA, JD
Aviation Tax Consultant
Licensed to Practice Law in Indiana.
Not a Florida Lawyer

Re: Engagement Letter - "Small Jet Aircraft Comprehensive Service Agreement"
For Jet Aircraft Costing Less than \$3,000,000

Dear Client:

The purpose of this letter is to outline the terms of an agreement between your company and Advocate Consulting Legal Group, PLLC, a Florida professional limited liability company 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 by providing legal services related to the structuring of the acquisition and operation of an aircraft in a tax efficient manner.

Advocate's legal services will include assistance in the design of an entity to hold title to an aircraft, develop procedures to operate the aircraft, outline regulatory and tax filing requirements, review liability management issues. Advocate will form entities, prepare contracts, draft operating agreements, draft leases, prepare registrations with tax and regulatory authorities. Advocate will also provide you with information related to recordkeeping requirements imposed by tax and regulatory requirements.

Advocate will work with you, and your advisors, to assist you with tax, regulatory and operational planning issues related to your aircraft. Advocate will prepare income tax returns for the special purpose entity which holds title to your aircraft, as well as assist in the integration of income tax deductions on tax returns of related entities. Advocate will also prepare aircraft related sales tax returns, property tax returns, and federal excise tax returns where appropriate.

Advocate will assist you with compliance of documentation requirements related to "contemporaneous" recordkeeping requirements imposed on aircraft. Advocate will prepare calculations on income includable for personal use of a business aircraft.

In the event that you are selected for examination by federal, state, or local taxing authorities, Advocate will defend your deductions related to your aircraft through the administrative appeal level at no additional charge. If the examination is not limited to aircraft issues, Advocate will assist your professional with issues related to aircraft deductions.

This agreement contemplates the tax management of a single aircraft for a three-year period; should you acquire another aircraft before the end of that period, you and Advocate will negotiate any additional fee for those incremental services. Should you dispose of the aircraft during the term of the agreement; this agreement will terminate at the close of the service year of the disposition, with no additional fees owed at the end of that year for early termination. If this agreement is for a contemplated purchase, and no aircraft is ultimately acquired within one year of the date of this letter; you will be responsible only for charges for actual time at our regular hourly rates (not to exceed an average rate of \$200 per hour) plus out-of-pocket expenses, and the agreement will terminate. Upon the expiration of this agreement you may use any of Advocate's documents, planning systems, and methodologies for your own use, but not for any commercial purposes. Following the expiration, or termination, of this agreement, Advocate will have no responsibility for updating you on changes in the law, or other developments that might impact the effectiveness of your methodologies, nor will they be responsible for representing you before taxing or regulatory authorities for any period.

Advocate's fee relating to the aforementioned service is payable at the beginning of each service year at the rate of \$10,000 each year. The fee for the three-year period is earned at the beginning of each year and is \$14,000 in year one, \$8,000 in year two, and \$8,000 in year three. First year fees are due upon the signing of this agreement; annual fees are due on each succeeding anniversary. There will be no other charge for these services, but you will be responsible for the reimbursement of filing fees advanced by Advocate to state regulatory authorities each year. In the unlikely event that Advocate employees would need to travel in connection with a tax examination, you would be responsible for out-of-pocket travel expense. You may terminate this agreement at any time, effective at the close of the service year, by providing Advocate written notice and paying any outstanding fees including allocated but unpaid first year fees. In the absence of prior written notice by either party, upon the expiration of the three-year service period the agreement will automatically renew annually for the earned fee of the previous year.

Advocate will bill you for aircraft taxation services as outlined in this agreement. You agree to pay interest of 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 for the collection of fees due and owing. Should any balance due remain unpaid for over 30 days, Advocate will have the right to suspend the further rendering of service until paid. Client acknowledges that a suspension of services will not relieve Client of a liability for payment and may impact the effectiveness of tax planning and release Advocate of any damage resulting therefrom.

Should any portion of this agreement be found to be unenforceable, illegal, or in conflict with applicable federal, state, and/or local laws, such shall be considered severable from this agreement. The remaining portions of this agreement shall not be affected. If such change shall cause this agreement to be unworkable, enforceable, or unreasonably burdensome, the agreement shall be terminated without prejudice. This engagement is contingent on Advocate's satisfaction that it does not present a conflict of interest with pre-existing clients.

No party may assign this agreement prior to the written consent of the other party. This agreement shall be binding upon and inure to the benefit of the parties in this agreement and their respective successors and assigns. You shall remain liable even if the ownership of your company changes. 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 signed by both parties. In entering this contract, both parties agree that any disputes between the parties shall be brought in the court of competent jurisdiction in Collier County, Florida and the provisions of this contract shall be interpreted through the application of Florida law. By signing below the parties agree to be bound by the terms of this engagement letter.

Sincerely,

Jonathan S. Levy, J.D.
Member

Louis M. Meiners, Jr., CPA
Aviation Consultant

Advocate Consulting Legal Group, PLLC

Company

By: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

By: _____

Title: _____

Address: 3073 Horseshoe Dr. South
Suite 210
Naples, Florida 34104
Tel. (888) 325-1942

Date: _____

Payment Information

(Work Will Commence After Payment is Received)

- Please bill my credit card for initial fee
(Please use attached credit card payment form)
- Please also bill my credit card for renewal fees on the anniversary date
- Please contact me for credit card payment via telephone
- Check enclosed or sent under separate cover

Please fax back to (239) 213-0698

INITIAL AIRCRAFT QUESTIONNAIRE

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) _____

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% |

MAIL OR FAX
CREDIT CARD PAYMENT INFORMATION

Mail to:
3073 Horseshoe Drive S., Suite 210
Naples, FL 34104

Fax: 239-213-0698

Name as it appears on card

Credit Card Number (Card Type)
MC / Amex / Visa

Expiration Date

Billing Address on Credit Card

Amount to Charge

Signature of Cardholder:

Date
