



Re: Engagement Letter - "Large Turboprop Aircraft Comprehensive Service Agreement"- For Turboprop Aircraft with a Gross Take-Off Weight of 12,500 Pounds or Greater

Dear Client:

The purpose of this letter is to outline the terms of an agreement between your company 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 in the structuring of the acquisition and operation of an aircraft in a tax efficient manner. Advocate will be responsible for entity design, engagement of counsel to draft any necessary documents to perfect the transaction, (at Advocate's expense), and to register the aircraft with appropriate regulatory authorities. In addition, Advocate will defend any examination related to income tax, sales or use tax, property tax, excise tax, or FAA registration requirements, related to aircraft acquisition or operation initiated during the term of this agreement. Advocate will provide you with suggestions for recordkeeping designed to meet the "listed property" requirements for aircraft, assist in controlling tax on personal use of aircraft, and where applicable, calculate use tax. Finally, Advocate will monitor the program, provide documentation pursuant to the program, prepare tax returns or schedules to assist in the preparation of income tax returns, provide tax consulting services regarding aircraft ownership and operation for the term of the agreement.

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. 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 services is \$10,000 per year. 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. If you choose to terminate this agreement before the expiration of the three year service period, you may do so at your discretion upon the payment of a \$5,000 termination fee. 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 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.

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 and an accounting firm utilized to assist them in the performance of their services, and Advocate shall be solely responsible for the payment of their fees.

_____ Initials

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.

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. 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: _____

Date: _____

Telephone: _____

- PAYMENT INFORMATION**
(WORK WILL COMMENCE AFTER PAYMENT IS RECEIVED)
- Please bill my credit card for initial fee
 - Please also bill my credit card for renewal fees on the anniversary date
 - Check enclosed or being mailed separately

Date: _____

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

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%