



AIRCRAFT TAXATION CONSULTING AGREEMENT LARGE PISTON AIRCRAFT

Introduction

This Agreement contains the terms under which Aviation Tax Consultants, LLC, an Indiana limited liability company with its principal place of business at 9224 W. Raintree Drive, Columbus, IN 47201 (hereafter "ATC") will provide the services described below to _____ and all of its successors in interest, including, but not limited to, those entities owned or under its control (hereafter "Client"). The relationship of ATC to Client under this Agreement is solely that of an independent contractor.

Upon signing this Agreement, Client retains ATC to provide advisory and consulting services in structuring in a tax efficient manner the acquisition and operation of a single aircraft by Client. Client will be responsible for payment of all fees and costs of ATC set forth in this Agreement.

Scope of Work

ATC will be responsible for entity design, engagement of counsel to draft any necessary documents to perfect the transaction (at ATC's expense), and to register the aircraft with appropriate regulatory authorities. In addition, ATC will coordinate the defense of any examination related to income tax, sales or use tax, or FAA registration requirements related to aircraft acquisition or operation which is the subject of this Agreement. Further, ATC will monitor the program, provide documentation pursuant to the program and provide tax consulting services regarding aircraft ownership and operation for a period of three years following the execution of this Agreement.

Fees and Costs

ATC shall be compensated by Client for its advisory and consulting services rendered in connection with this Agreement as follows:

- \$5,000, payable upon execution of this Agreement
- \$3,500, payable one year from the date of this Agreement
- \$3,500, payable two years from the date of this Agreement

Client will be responsible for any filing fees or other costs advanced by ATC on behalf of Client.

This Agreement contemplates the acquisition and operation of a single aircraft. Should Client acquire additional aircraft prior to the end of the three year term of this Agreement, Client and ATC will negotiate additional services and fees for any incremental services under a separate agreement. This Agreement is for a contemplated purchase of an aircraft. If no aircraft is acquired within one year of the date of this Agreement, Client will be responsible for charges for ATC's actual time incurred at the rate of \$295 per hour plus out of pocket expenses. Upon payment of such fees and costs this Agreement will terminate.

ATC will invoice Client pursuant to the schedule set forth above. Client agrees to pay all such invoices within thirty days of the date of invoice. Client agrees to pay interest of one and one half percent (1 1/2%) per month on the outstanding balance of fees owed to ATC that are not paid within thirty days of the date of invoice. Client further agrees to pay and be liable for all attorney fees, costs and other expenses incurred by ATC in collection of unpaid fees and costs.

Confidentiality

ATC will accept and hold the information received from Client in complete confidence solely for performing the services described in this Agreement. ATC will only disclose such information to attorneys, accountants, advisors and consultants retained by ATC and who, in its discretion, ATC believes reasonably need to know the information in connection with the services provided by ATC, unless required to do so by court of law.

Upon the expiration or termination of this Agreement, Client may use any of ATC's documents, planning systems, and methodologies for its own use, but not for any commercial purposes without the express prior written consent of ATC.

Miscellaneous Terms and Conditions

Should any portion of this Agreement be found to be unenforceable, illegal, or in conflict with applicable federal, state, and/or local laws, such portions shall be considered severed from this Agreement. The remaining portions of this Agreement shall not be affected. If such change shall cause this Agreement to be unworkable, unenforceable, or unreasonably burdensome, the Agreement shall be terminated without prejudice to either party.

No party may assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. 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 Indiana. In the event of a dispute arising under this Agreement, the parties agree to binding arbitration to take place in Columbus, Indiana, pursuant to the applicable procedures and rules of the American Arbitration Association.

Acknowledgment and Approval

We have read this three page Agreement including this Acknowledgment and Approval section. We understand and accept its contents. We, the undersigned, also represent that we are authorized to sign on behalf of our respective parties and authorized to bind our respective parties to the provisions of this Agreement.

Client

By: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Aviation Tax Consultants, LLC

By: _____

Title: _____

Date: _____

Mailing address:

9224 W. Raintree Drive

Columbus, IN 47201

Please sign, date and fax the entire Agreement to ATC at 812-341-9001



9224 W. Raintree Dr. • Columbus, IN 47201 • (800)342-9589 • Fax (812)341-9001

Aircraft Acquisition Questionnaire

Aircraft Ownership Entity Name: _____

Owner's Name: _____ **E-mail:** _____

Phone: _____ **Fax:** _____ **Cell Phone:** _____

Primary business entity that will utilize the aircraft: _____

Business address to be used on documents: _____

Owner's Home Address: _____

Home Phone: _____ **Social Security Number:** _____

Date of Birth: _____ **Drivers License Number & State:** _____

U.S. Citizen: _____ **Permanent Resident** _____ **Other (please explain)** _____

Year, Make, Model: _____ **Circle one: NEW USED DEMO**

N Number: _____ **Serial Number:** _____

Purchase Price: _____ **Anticipated Closing Date:** _____

Gross Take-Off Weight: _____ **County of Base Airport:** _____

Base Airport Name (Identifier): _____ (_____)

Seller's Name: _____

Seller's Address: _____

Financing: YES NO If yes, please list finance company name, contact person, phone number, & email address: _____

Do you have business interests outside of your home state? YES NO

If yes, please identify, describe: _____

Referred to ATC by: _____