

### Consulting Agreement

This consulting agreement is made as of this date \_\_\_\_\_, \_\_\_\_ 2020 between Specialized Tax Recovery Services, LLC of Cleveland, Ohio (hereinafter the "firm") and \_\_\_\_Fulton County, Georgia\_\_(hereinafter the "client") for the firm to provide consulting services to the client relating to identifying tax recovery revenue through due diligence utilizing the firm's patented technology providing the client with data packages, Advanced Transient Range Analysis™ (ATRA) reports, "Value Right"™ certified aircraft appraisals, historical transient asset data information, owner and investigative reports for purposes of client benefit in recovering unidentified, uncollected, undervalued or misreported tax or registration fees (hereinafter called collectively "tax recovery"). The terms of this relationship established by this agreement are set forth below:

1. Scope of Services

During the term of this agreement, the firm will:

- A. Review the current tax year, and seven (7) prior years of tax assessments supplied by client or \_\_\_\_\_ option years if applicable.
- B. Identify all missing applicable taxable aircraft; identify undervalued taxed aircraft. Investigate any uncollected taxed assets. Client agrees to cooperate and supply the Firm all necessary information. Time is of the essence.
- C. Complete an analysis and detailed report for Client determining untaxed or uncollected values including a certified appraisal for each aircraft on a per recovery year basis. Firm shall deliver reports package for each applicable tax year on or before \_\_\_\_\_, 2020 (usually 60-90 days from receipt of tax roll receipt).

2. Fee for Services

For services rendered under this Agreement, the Client agrees to pay the firm within 30 days of Tax Recovery to which Client becomes entitled (including any tax recovery received after the termination of this agreement) as a result of the Firm's services described in Section 1, a fee equal to:

- A. Thirty Five (35%) percent of all recovered tax revenue, including interest, penalties and late fees, whether through identification of new aircraft tax revenue, under-valued assets or information provided leading to a successful tax collection on account of Firm's work, regardless of date of approval or receipt, if the Firm's efforts substantially or materially contributed to generating a tax invoice to asset owner. For clarity, each recovered aircraft will be reviewed by the recovery year and Client shall pay the agreed fee schedule on a per year per aircraft basis.
- B. At no additional charge, Client shall be provided with detailed reports for each asset tax recovery. Additionally, STR shall make their personnel reasonably available to collaborate within all efforts for Clients pursuit of tax collections as required.
- C. If any tax recovery revenue delivered to Client by Firm is later determined uncollectable or is withdrawn by government officials for any reason, other than Client misrepresentation, the Firm will refund all fees related to that specific tax recovery asset.
- D. Client payment is due within 30 days. Interest will accrue at 1.5% per month after 60 days from invoice date.
  - a. All discovered aircraft reports including appraisals are due to Client within sixty days of Firm receiving all required information including tax rolls from Client, but no later than \_\_\_\_\_, 2020. Client payment shall be due within 30 days of Tax

Recovery to which Client becomes entitled pursuant to Attachment B, but no later than \_\_\_\_\_.

- b. All undervalued and appraised assets for Client's existing tax roll aircraft are due to Client no later than \_\_\_\_\_, 2020. Client payment shall be due within 30 days of Tax Recovery to which Client becomes entitled pursuant to Attachment B, but no later than \_\_\_\_\_.

3. Term of Agreement

The relationship created under this Agreement will include the following tax years: 2020 and 2019 and will include the previous 7 tax years. STR is capable to discover aviation assets as far back as ten (10) years, if Client desires. Any tax recovery revenue identified by Firm for Client's benefit related to any of those tax years will be deemed to be received on account of the services provided by the Firm, as an independent contractor. Contract shall continue to perform after the years specified unless cancelled in writing and acknowledged by either party.

4. Liability for Misconduct or Negligence

With regard to the services performed by the Firm, the parties acknowledge and agree that the Firm will not be liable to the Client, or to anyone who may claim right on behalf of or due to any relationship with the Client, for any acts or omissions in the performance of services on the part of the Firm or its agents or employees, except when said acts or omissions, of the Firm are due to willful misconduct or culpable negligence. In no case, however, shall the Firm's liability hereunder exceed the amount of fee(s), which the Firm has received for the Client under the Agreement within the twelve-month period prior to any claim.

5. Confidentiality of All Information

The Firm and all of its officers, counsel, employees and agents will hold all information obtained from the Client and the information related to the Firm's consulting services with the Client in confidence. The Firm will not disclose such information to any third party nor use such information, other than in furtherance of the objective of the relationship set forth in this agreement, without the prior written consent of the Client, or as required by an appropriate governmental authority, court order, or other applicable law.

The parties agree that any disclosure of services, processes or proprietary information supplied to Client shall not be disclosed to any third party. The Firm makes its living by using its proprietary information and processes to identify and recover tax revenues for Client and other similar tax clients. Disclosure of the Firm's processes, databases, proprietary information and other related work product would be damaging to the Firm's future success. As such, Client will assign a limited number of "knowledgeable representatives" on behalf of Client to ensure strict confidentiality. Should disclosure from Client to 3<sup>rd</sup> parties be confirmed, the Firm shall be entitled to liquidated damages. For the purpose of this agreement, liquidated damages shall be defined as any lost future revenue that can be confirmed and originated by Client's disclosure to 3<sup>rd</sup> party.

6. Authority

The individual signing this Agreement on behalf of the Client represents and warrants to the Firm that he or she is authorized to execute the Agreement on behalf of the Client and that this Agreement is the valid and binding obligation of the Client.



7. Ohio Law

The Agreement shall be construed and interpreted in accordance with the laws for the State of Ohio. This Agreement is executed by the parties the day of \_\_\_\_\_, 2020.

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: Specialized Tax Recovery, Inc.

Signature: \_\_\_\_\_

Name: Neil Butara

Title: Vice President



EXHIBIT A – CLIENT INFORMATION

Client Name: Fulton County

Contact: DeWayne Pinkney

Client Address: 235 Peachtree, NE

City/State/Zip: Atlanta, Georgia 30303

Client Phone: 404-612-6401

Fax: 404-612-2986

Client Email :Dewayne.Pinkney@fultoncountyga.gov

Alternate : \_\_\_\_\_

Additional Client Questions :

1) In which month does your County send the reporting form to each aircraft owner? \_\_\_\_\_

2) Does your County have any issued property tax exemptions? \_\_\_\_\_.  
If so please provide details.

3) How many tax years do you wish to have STR evaluate a recovery?  
\_\_\_\_\_2020,2019,2018,2017,2016,2015,2014,2013,2012\_\_\_\_\_

4) How can you supply STR the historical tax data (Excel, CVS, etc.)?  
\_\_\_\_\_CVS\_\_\_\_\_

5) What is the effective tax rate or millage for your Airport(s) in 2019? \_\_\_\_\_.  
Please provide up to last ten (10) years:

<u>TAX YEAR</u>	<u>AIRPORT A</u>	<u>AIRPORT B</u>	<u>AIRPORT C</u>
2020	_____	_____	_____
2019	_____	_____	_____
2018	_____	_____	_____
2017	_____	_____	_____
2016	_____	_____	_____
2015	_____	_____	_____
2014	_____	_____	_____
2013	_____	_____	_____
2012	_____	_____	_____



EXHIBIT B – FIRM REPORTS AND APPRAISALS

This Exhibit shall include all reports, data and appraisals by Firm under this agreement.

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EXHIBIT C - CLIENT TAX INVOICES FOR DISCOVERY UNDER THIS AGREEMENT

This Exhibit shall include all invoices and tax recovery revenue generated by Client under this agreement.

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