



Large Jet Comprehensive Engagement Agreement

Dear Client:

This Agreement shall confirm and specify the terms of this engagement with you and to clarify the nature and extent of the services that Heartland Aviation Consulting Group, LLC, an Indiana Limited Liability Company ("Heartland") will provide to you and your company ("Client"), and the nature and extent of Client's responsibilities in this engagement. Your signature shall signify your agreement to engage Heartland to assist Client to in acquiring and operating an aircraft, and to perform the following services, all for a fee of Ten Thousand Dollars (\$ 10,000.00) per year:

Heartland shall design and implement a program designed specifically to meet Client's needs, as well as file any and all documents necessary for implementation of the entity, registration of the aircraft, and compliance reporting with the federal and state governments, FAA, or any other federal, state, or local regulatory body. Heartland will engage legal counsel and/or accounting professionals to facilitate preparation of any documents or returns necessary to fulfill its responsibilities under the engagement.

Heartland will continuously monitor and document Client's program and progress, and will provide periodic reports related to the program. As part of its monitoring service, Heartland will advise Client of changes that may be required or recommended to its program as a result of changes to federal, state, or local laws and regulations. During the term of this engagement, Heartland also agrees to prepare any compliance reporting that may be required, including federal and state income tax returns and schedules, periodic sales and use tax reporting, and periodic regulatory reporting. Client understands that it is ultimately responsible for the filing of any such documents, and that any documents prepared by Heartland will be filed with the appropriate authorities as soon as possible after being provided with the completed documents by Heartland.

Heartland also agrees to defend Client in any federal, state, or FAA regulatory examination related to income tax, sales or use tax, property tax, excise tax, with regard to any aircraft acquisition or operations by Client initiated during the term of this agreement.

This engagement is intended to encompass the management of a single aircraft for a three year period; if Client acquires an additional aircraft prior to the end of the initial three year period, any additional incremental fee shall be negotiated by Client and Heartland at the time of the additional acquisition. In the event that the aircraft is disposed of in any manner during the term of this engagement, this agreement will terminate at the close of the service year during which the disposition occurred. If no aircraft is acquired by Client within twelve months after the date of this Agreement, Client will be responsible only for out-of-pocket expenses and actual time incurred by Heartland personnel, at a rate of \$200 per hour. Upon Heartland's receipt of such payment, this engagement will terminate. In addition, Client may terminate this engagement at any time prior to the end of the scheduled term for any reason, upon payment of an early termination fee of Seven Thousand Five Hundred Dollars (\$7,500.00).

All information furnished by Client to Heartland will be kept confidential and shall not be disclosed to any third party without Client's written approval. Client agrees that all documents provided to Client by Heartland during the course of this engagement are the property of Heartland, and should not be used, divulged, or in any other way communicated to others at any time during the term of this engagement or after termination. Client also agrees that Heartland's responsibility to advise Client of law or regulatory changes or legal developments shall terminate with the termination of this engagement, and Heartland shall have no ongoing responsibility for compliance filing, preparation, or representation before tax or regulatory authorities for any year or period.

Fees are due and payable upon the execution of this Engagement Agreement. Annual fees shall be due and payable on each succeeding contract anniversary. Except as specified below, there will be no other charge for these services, but Client will be responsible for reimbursing Heartland for any filing fees paid by Heartland on Client's behalf to any federal, state or local regulatory authorities.

The terms of this engagement may be modified at any time only upon the written agreement of both parties. In the absence of prior written notice by either party, this engagement will automatically renew on an annual basis for the previous year's fee. Heartland reserves the right to change its fee structure from time to time. Client will be notified by Heartland in writing no less than ninety (90) days prior to the implementation of any change in fee.

Heartland will bill all fees and expenses to Client on a periodic basis. Client agrees to pay interest of 1 ½% per month on the balance of fees owed to Heartland that are 30 days or more delinquent. Client shall be liable for and agrees to pay any attorney fees and/or other expenses incurred by Heartland for the collection of any delinquent fees or expenses. Heartland retains the right to suspend service under this engagement in the event that Client's outstanding balance of fees and expenses is more than 30 days delinquent. Heartland agrees to provide client notice in writing of its intent to suspend service in such event, and Client shall have no less than ten (10) days from the date of such written notice of suspension to cure any delinquency. Client acknowledges that a suspension of services shall not relieve Client of its liability for payment. Client acknowledges that in the event payment is delinquent and/or services are suspended, Heartland shall be released from any liability resulting from any and all damages or potential damages resulting from Heartland's non-performance during any period of suspended service. Client shall remain liable for fees and expenses contemplated in this engagement even if the ownership of Client's company changes.

Should any portion of this agreement be found to be unenforceable, illegal, or in conflict with applicable federal, state and/or local laws, the portion so found shall be considered severable from this agreement, and the balance 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 prior 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.

This agreement constitutes the entire agreement of the parties, 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 Indianapolis, Indiana. By signing below each of the parties agree to be bound by the terms of this Engagement Agreement.

Very truly yours,

HEARTLAND AVIATION CONSULTING GROUP, LLC

P. Eric Spoonamore, CEO

Client:

Company

Heartland Aviation Consulting Group, LLC:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Date: _____

Date: _____

PAYMENT INFORMATION

Card Type: AMEX MasterCard Visa

Card Number: _____

Authorized Charge Amount: \$ _____

Name on Card: _____

Billing Address on Card: _____

Expiration Date: _____

Wire Transfer. ***Please contact our office at 317-202-9039 for wire instructions.***