

CONTINGENCY FEE AGREEMENT

Feldman Tax Abatement, Inc.
Attention Mitch Feldman
12555 Biscayne Blvd, # 940
North Miami, FL 33181
Phone: 305-868-6898
Email: MFeldman@feldmantaxabatement.com



Dear Mr. Feldman,

This letter will confirm that we, the undersigned, have engaged Feldman Tax Abatement, Inc. ("FTA") to evaluate the 2016 property tax assessment of our property or properties that we have listed on attached Exhibit "A" ("Our Property") and, if the assessment(s) are deemed by FTA to be excessive, to negotiate and/or contest the assessment(s) before the Property Appraiser's Office and, if necessary, the Value Adjustment Board ("VAB"). We hereby authorize FTA to undertake an evaluation of Our Property's assessment and, if FTA deems it to be excessive, to negotiate with the Property Appraiser's Office and, if FTA deems it to be appropriate, contest the assessment(s) before the VAB. We understand that FTA has made and makes no guarantees concerning the outcome of any effort it may undertake on our behalf to reduce the tax assessment(s) of Our Property.

Upon request by FTA, we agree to promptly provide FTA with any additional information it may require to properly pursue this matter. We understand and agree that FTA is not obligated to defend or otherwise pursue an appeal beyond the VAB appeal. In that respect, we understand that FTA does not provide any legal services and that it will provide no legal services to us in this engagement. We understand that this engagement does not establish a relationship that creates a privilege or right of confidentiality with respect to any communication between FTA and us.

We agree that FTA may withdraw from this engagement at any time that FTA, in its sole discretion, determines that Our Property is fairly assessed, or that additional efforts on the part of FTA are not warranted.

As compensation for the services of FTA described above, we agree to pay FTA a fee that is contingent upon the success achieved in reducing the Market Value and/or Assessment ("MVA") of Our Property. If there is no reduction of the MVA, no fee is owed. If there is a reduction of the MVA, the fee earned by FTA will be an amount equal to thirty-five (35%) percent of the tax savings we realize from the reduction in our MVA. For example, if the MVA of Our Property for 2016 is reduced by \$100,000, and our millage rate is \$20 per \$1,000 of MVA, we will pay 35% of the \$2,000 tax savings that results from the reduced MVA for a total fee of \$700. We agree that FTA will have irrevocably earned its fee upon the reduction of the MVA, and we agree to pay such fee within thirty (30) days of written notice of the adjustment of the MVA. If we fail to pay promptly, FTA shall have the right to charge interest at one and one half percent (1.5%) per month.

In addition to FTA fee described above, we will pay FTA \$15 per property for the County filing fee for the appeal process for each of the properties listed below prior to the filing deadline(s). [Please see below for credit card payment].

At FTA's election, FTA shall be entitled to file a Claim of Lien on Our Property in the public records of the County where Our Property is located to secure the payment of all amounts due under this Agreement. If filed, said Claim of Lien shall encumber Our Property, and may be foreclosed by FTA if we default under this Agreement. FTA may also file a UCC Financing Statement with the Florida Secured Transaction Registry against us encumbering any tax refund associated with Our Property and this engagement, to secure the fees due FTA under this Agreement and we grant FTA a security interest in any such tax refund. FTA shall be entitled to reimbursement for all attorney's fees and costs incurred in collecting any money owed by us in addition to the fee earned.

By: _____ (Signature) Print Name: _____
Title: _____ Company: _____

Payment by Credit Card (Mastercard, Visa or Amex only) please complete the following information:

Card Holder Name: _____

Billing Address: _____

Type of Card: MasterCard Visa American Express Amount: \$ _____

Card Number: _____ Expiration Date: _____ Security Code: _____

Signature: _____ Title [if Applicable]: _____

Date: _____

Approved by: _____ FTA

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Exhibit "A"

**Value Adjustment Board Authorization
 Authorization for Property Tax Year 2016**

By signing this form, we (the "**Client**") authorize Feldman Tax Abatement, Inc. ("**FTA**") to represent us as an agent and consultant, in the capacity of an advocate in the administrative appeal of my Ad Valorem property taxes. No other agent has been engaged to represent us for the 2016 tax year. I also authorize FTA to obtain from the Property Appraiser or other governmental agencies or departments any information on my property, including any comparable sales, construction costs, and income analysis. Client also authorizes FTA, as our agent, to execute and cause to be filed on our behalf any and all documents relating to the appeal of the assessments before the Value Adjustment Board for the tax year 2016. This authorization expressly does not encompass any court actions.

Client understands that FTA is not responsible or liable for any errors in folio numbers and/or addresses which may be rejected by any applicable government department. The Client is responsible for furnishing to FTA the complete, correct, and current information needed to file a Petition. Client authorizes FTA to file and submit any and all necessary documents for the appeal process, in connection with the property(ies) being appealed.

Client:

By: _____
 (Signature)

 (Print Name, Title)

 (Company)

 (Date)

 (Mailing Address)

 (City, State, Zip)

 (Phone / Fax)

 (E-mail address)

Properties for Appeal

| | <u>Property Owner's Name</u> | <u>Address</u> | <u>Folio Number / Property I.D.</u> | <u>Market Value/ Assessment</u> |
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**Please attach additional properties on a separate page.
 See Page 3 for Information Request Form**

2016 List of Documentation required to be provided to
Feldman Tax Abatement ("FTA") for each petition filed on Owner's behalf

PLEASE INCLUDE PROPERTY DESCRIPTION WITH DOCUMENTATION PROVIDED

For All Properties, as available:

1. Recent appraisals (last 2 years)
2. Condition or Inspection reports
3. Items of deferred maintenance, capital improvements and other costs
4. Specific comparables, if any
5. If Property closed within the last two (2) years, Closing/Settlement Statement

Income Property Only (additional documentation, as available):

1. Last 3 years' Income & Expense Report
2. January 1, 2016 Detailed Rent Roll including a schedule of all pass-thrus (i.e. CAM, insurance, real estate taxes)
3. 2015 tax return in which the Property is listed as an asset
4. List of adverse conditions, including notices from tenants declaring bankruptcy, physical deterioration, hazardous waste, soil issues, land use restrictions or wetlands
5. Rent concessions and Tenant improvement allowances

New Construction and Substantial Completion (additional documentation required):

1. Construction details as of January 1, 2016 (and any construction reports, status, condition, pictures or inspection reports,)
2. TCO/CO (after January 1, 2016)

Please include any other document or detail which you deem appropriate regarding the value of your Property.

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