

**CONTINGENCY FEE AGREEMENT**

FBS Property Tax Abatement, LLC  
Attention Mitch Feldman  
1450 Brickell Avenue, 23<sup>rd</sup> Floor  
Miami, FL 33131  
Phone: 305-350-7360 / Fax: 305-350-7361  
Email: [MFeldman@fbstaxabatement.com](mailto:MFeldman@fbstaxabatement.com)



Dear Mr. Feldman,

This letter will confirm that we, the undersigned, have engaged FBS Property Tax Abatement, LLC ("FBS") to evaluate the 2011 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 FBS 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 FBS to undertake an evaluation of Our Property's assessment and, if FBS deems it to be excessive, to negotiate with the Property Appraiser's Office and, if FBS deems it to be appropriate, contest the assessment(s) before the VAB. We understand that FBS 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 FBS, we agree to promptly provide FBS with any additional information it may require to properly pursue this matter. We understand and agree that FBS is not obligated to defend or otherwise pursue an appeal beyond the VAB appeal. In that respect, we understand that FBS does not provide any legal services and that it will provide no legal services to us in this engagement. Although FBS will make every effort to keep any sensitive financial information we provide to FBS confidential, we understand that this engagement does not establish a relationship that creates a privilege or right of confidentiality with respect to any communication between FBS and us that can prevent FBS from being compelled by a Court to disclose such confidential information.

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

As compensation for the services of FBS described above, we agree to pay FBS 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 FBS 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 2011 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 FBS 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, FBS shall have the right to charge interest at one and one half percent (1.5%) per month.

In addition to FBS fee described above, we will pay FBS \$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 FBS' election, FBS 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 FBS if we default under this Agreement. FBS 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 FBS under this Agreement and we grant FBS a security interest in any such tax refund. FBS 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: \_\_\_\_\_

Mitchell A. Feldman, President  
 1450 Brickell Avenue, 23<sup>rd</sup> Floor  
 Miami, FL 33131  
 Phone: 305-350-7360  
 Fax: 305-350-7361  
 Email: [MFeldman@fbstaxabatment.com](mailto:MFeldman@fbstaxabatment.com)

**Exhibit "A"**

**Value Adjustment Board Authorization  
 Authorization for Property Tax Year 2011**

By signing this form, we (the "**Client**") authorize FBS Property Tax Abatement, LLC ("**FBS**") to represent us as an agent and consultant, in the capacity of an advocate in the administrative appeal of my Ad Valorem property taxes. I also authorize FBS 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 FBS, 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 2011. This authorization expressly does not encompass any court actions.

Client understands that FBS 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 FBS the complete, correct, and current information needed to file a Petition. Client authorizes FBS 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>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

**Please attach additional properties on a separate page.  
 See Page 3 for Information Request Form**

2011 List of Documentation required to be provided to  
FBS Property Tax Abatement ("FBS") 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, 2011 Detailed Rent Roll including a schedule of all pass-thrus (i.e. CAM, insurance, real estate taxes)
3. 2010 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, 2011 (and any construction reports, status, condition, pictures or inspection reports, )
2. TCO/CO (after January 1, 2011)

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

Mail to:

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