

**Blair & Associates, LLC  
2150 Highway 35, Suite 250  
Sea Girt, NJ 08750  
732-449-9600**

January 1, 2018

Dear Client,

This letter is to confirm and specify the terms of our engagement for the year ended 2017 and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare returns to confirm the following arrangements.

We will prepare your 2017 Federal Return of Organization Exempt from Income Tax (Form 990). We will prepare the return based on our understanding of the current tax laws, regulations, rulings and judicial precedents. In preparing the return, we will rely upon the completeness and accuracy of the supporting documents and other data that you supply to us, as well as documents that you authorize other service providers to forward to us on your behalf. We will not monitor the activities of third party providers who forward us such information. In the event we prepared your tax returns for any prior years, we will also rely upon the information you supplied to us to prepare those returns. To the extent you become aware that any information you previously supplied to us is inaccurate or has changed, you agree to notify us in writing as soon as practicable. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information.

We are not aware of the Organization having unrelated business income which would require the filing of the Exempt Organization Business Income Tax Return (Form 990-T). An activity is an unrelated business if it meets three requirements. It is a trade or business, it is regularly carried on, and it is not substantially related to furthering the exempt purpose of the organization. If you have any questions relating to this topic, please contact our office.

It is your responsibility to provide all the information required for the preparation of a complete and accurate return. You should retain all the documents, canceled checks and other data that form the basis of your income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority.

Because of their special purpose, nature and format, tax returns do not constitute financial statements prepared in accordance with generally accepted accounting principles. The tax returns will be used only for tax purposes and will not be used as a substitute for financial statements. Our work in connection with the preparation of your returns **does not** include any procedures designed to discover fraud, theft and other illegal acts, should any exist **nor does it include** any type of compliance work designed to ensure that your organization is compliant with its exempt purpose. If your organization would like a compliance review, you must request one in writing, and our firm will obtain a price quote from another firm we work closely with and forward that information to your organization. You have indicated that you will be responsible for overseeing the preparation and filing of these tax returns, for evaluating the adequacy and accepting the results of these returns, and for making all management decisions with respect to these returns.

We will use our professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Management is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You have the final responsibility for the returns and, therefore, you should review them carefully before you sign and file them.

Since the administration of the tax laws is dependent upon interpretation and verification, it is possible that issues may arise which will result in the examination of your tax returns by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will provide a referral to an accounting firm that handles these types of matters.

It is possible that a non-licensed principal may provide certain services in connection with this engagement.

It may become necessary to apply for an extension of time to file your return. Such an extension does not extend the time for the payment of the tax. We will provide you with an estimate of your tax based on the information provided to us prior to the initial due date for your return. It is your responsibility to pay the estimated tax concurrent with the submission of an application for an extension of time to file the return. The statute provides various penalties and interest that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

After the returns are delivered to you, Blair and Associates, LLC will not be responsible for any penalties and interest associated with late filing.

Our fee for these services will be based upon the amount of time required to complete the task and the experience level of the professional performing the task, based on our standard billing rates, plus out-of-pocket expenses. The fee is based upon your cooperation in providing us with the necessary information in a timely manner and completion of the organizer. All invoices are due and payable upon presentation. A service charge will be assessed on unpaid invoices after 30 days.

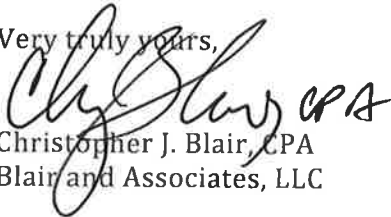
You agree that Blair and Associates, LLC and its personnel shall not be liable for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to Blair and Associates, LLC pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Blair and Associates, LLC.

Both you and Blair and Associates, LLC agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. The parties agree they will try in good faith to settle the dispute in mediation. All mediations initiated as a result of this engagement shall be administered by the American Arbitration Association (AAA) in accordance with its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

If you fail to comply with any of the terms of this engagement, as outlined herein, including prompt payment of our invoices, we reserve the right to withdraw from the engagement without completing your tax returns, and we will notify you of our withdrawal in writing. Blair and Associates, LLC will not be responsible for any tax, interest or penalties that the taxing authorities may levy against you.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space provided and return it to our office.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,  
  
Christopher J. Blair, CPA  
Blair and Associates, LLC

Accepted:

By \_\_\_\_\_  
Signature, Title Date

\_\_\_\_\_  
Name of Organization

