

January 1, 2012

**RE: ENGAGEMENT LETTER- THIS LETTER MUST BE SIGNED AND DATED BY YOU PRIOR TO PREPARING YOUR RETURNS.**

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

We will prepare your 2011 federal and appropriate state income tax returns from information that you will furnish. We will not audit or otherwise verify the data you submit; although it may be necessary to ask for clarification on certain items. We are enclosing questionnaires and/or worksheets to guide you in gathering the necessary information, and request that you complete and return this information as soon as possible. Because there is generally a reduction in our preparation time when the tax organizer is fully completed, your assistance will expedite the preparation and processing of your return. We may engage a third party to assist us in providing these services to you.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax return. We will use 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.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all of the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. **You have the final responsibility for the income tax returns and, therefore, you should review them carefully before they are submitted.**

We understand how important the protection of your personal information is to you. We are committed to protecting your privacy. We want to make sure you understand how the personal information you provide us is being used as well as the choices that you have regarding this information. If you would like a copy of our full privacy policy please feel free to contact our office.

The Internal Revenue Service Restructuring and Reform Act of 1998 provides a limited confidentiality privilege for certain communications between you and our firm involving tax

January 1, 2012

Page 2

advice. This privilege does not cover items other than tax advice such as your tax records, tax return preparation, state tax proceedings, criminal proceedings, or private civil litigation. Any disclosure of qualifying confidential information to the government or third parties may result in waiver of the confidentiality privilege. To protect your right to privileged communication, please contact us if you have any questions or need further information.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file is our property and we will provide copies of such documents at our discretion.

In the event that our firm receives a request from a third party (including a subpoena, summons, discovery demand in litigation, etc.) calling for the production of privileged or other information, our firm will promptly notify you. If you instruct our firm in writing to assert the privilege on your behalf, our firm will do so to the extent allowed by law. You hereby undertake to hold our firm harmless from and be responsible for any expenses (including attorney's fees, court costs, and any other costs imposed whether by way of penalty or otherwise) incurred by our firm as a result of your assertion of the privilege or your direction to our firm to assert the privilege on your behalf. You will be responsible for the cost of reproduction as well as reasonable attorney's fees and expenses of litigation incurred by us in responding to these requests, subpoenas, summons, discovery demands, and the like.

The law provides various penalties 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.

Your returns may be selected for review 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 be available upon request to represent you and will render additional invoices for the time and expenses incurred. To give our firm authorization to discuss your individual tax matters with the Internal Revenue Service, please indicate your approval by checking the Power of Attorney box in the organizer.

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. **All invoices are included with the tax returns, and are due and payable upon receipt.** Payments not received within thirty days of the invoice date are considered late, and delinquent balances will be assessed a late fee of 1-1/2 percent per month. If billings are past due in excess of 30 days, we will stop all work until your account is brought

January 1, 2012

Page 3

current, or withdraw from this engagement. You hereby acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services. If payment is not received when due, and an attorney is retained for collection or enforcement, you agree to pay all costs of collection, including reasonable attorney's fees incurred by us in the collection of this account. The acceptance of any late or partial payment by us shall not be a waiver of any rights nor does it establish a precedent for future late or partial payments. Jurisdiction and venue for any dispute arising in accordance with this Engagement Letter will be in Jefferson County, Colorado.

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

Sincerely,

WhippleWood CPAs PC

Accepted By:

\_\_\_\_\_  
Signature

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Date

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Signature

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Date

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Print name

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Print Name