KSDT

July 8, 2026

City of Margate Employees Benefit Trust Fund
5790 Margate Blvd.
Margate, FL 33063

KSDT CPA LLP is pleased to confirm our understanding of the services we are to provide for City of Margate Employees Benefit Trust Fund (referred to as, the "Plan") for the year ended May 31, 2026. The term "Party" will individually identify either our Firm and/or the Plan, and the terms "we" and the "Parties" will collectively identify and refer to both our Firm and the Plan. The term "our personnel" will identify our past, current and future partners, shareholders, members, officers, directors, employees, agents and representatives. This letter and Addendums A and B (collectively, the "letter" or "engagement letter") document our mutual understanding of the arrangements for the services described herein.

Audit of the Financial Statements

We will audit the financial statements of the Plan, which comprise the statement of net assets available for benefits as of May 31, 2026, and the related statement of changes in net assets available for benefits for the year then ended, and the related disclosures (collectively, the "financial statements").

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole n a report combined with our auditor's report on the financial statements:

1. Schedule of Administrative Expenses

Please refer to Addendum A , incorporated herewith to this engagement letter, for responsibilities, reporting, and other matters.

Engagement Administration

Eric Leventhal is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Fees and Other Terms

We estimate that our fees for our professional services will be **$12,100** for this engagement and will be based on the actual time spent at our standard hourly rates, plus travel and out-of-pocket expenses, if any. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

Our invoices for these fees will be rendered each month as work progresses.

Our standard hourly rates are as follows:

Partner	$550
Managers and Directors	$425-$475
Senior Associates and Supervisors	$350-$375
Associates and Interns	$185-$275

All invoices are due within 21 days upon receipt. Invoices over 30 days old will incur a late fee of 5% plus interest of 1% per month on the unpaid balance until paid in full.

Dissemination of Financial Statements

Purpose: To provide users with the financial statements of the Plan prepared in accordance with GAAP you have advised us that the following persons and entities, and only them, will use our report for the following purposes:

User	Purpose
Board of Trustees	Review and approval of financial statements

It is NOT our intent that users other than those listed above will rely on our report. The use of our report by persons or entities other than those listed above is prohibited without our express written consent. We do not assume or accept any responsibility to third parties who are not disclosed to us. Should it become necessary for you to send our report to additional users, you must so advise us immediately. However, we cannot be responsive to the extraordinary concerns of such additional users.

Other Services

We will assist in the preparation of the financial statements of the Plan in conformity with GAAP based on information provided by you. We will also assist in the adjustment of the Plan books regarding the lease accounting standard, if applicable.

You agree to assume all management responsibilities for assistance with the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, Jackie Chin-Kidd, Deputy Finance Director preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

The attached **Addendum B** includes General Business Terms and is incorporated herewith as part of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

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

Very truly yours,

KSDT CPA LLP

KSDT CPA LLP

ACCEPTED AND AGREED:

This letter accurately sets forth the nature and scope of the professional services to be provided to the Plan and the obligations of the Plan hereunder:

*****

APPROVED BY: City of Margate Employees Benefit Trust Fund.

Signature

Name

Title

Date

ADDENDUM A

RESPONSIBILITIES, REPORTING, AND OTHER MATTERS

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Plan or to acts by management or employees acting on behalf of the Company.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Plan and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Our audit standards require we communicate significant risks identified in the planning phase and that we design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by error or fraud.

Accordingly, we have identified the following significant risks of material misstatement based on those noted in the prior year audit, which continue to be considered relevant for the current year. As of the date of this engagement letter, audit planning is still in progress, and the risks outlined below may be subject to modification. Should any changes occur, we will communicate updates to the individuals addressed in this letter, as well as any additional parties charged with governance, in a timely manner.

- Management override of controls.

- Improper revenue recognition due to fraud or error

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

It is our understanding that the Plan is not required by law or regulation to impose any limitation on the scope of our work as an auditor in performing this audit engagement. Any such limitation may affect our willingness to accept this audit engagement, and may result in our issuing a disclaimer of opinion based upon any such scope limitation. Please advise us immediately if you are aware of any such limitation on the scope of our work on this audit engagement.

Our responsibility is to audit your financial statements in accordance with professional standards. Even though we may produce your financial statements, present you with draft financial statements, assemble your financial statements, and print them on our printers or forward them to you electronically or otherwise assist in preparing them, the Company's financial statements are inherently the Company's, since they summarize the transactions the Plan recorded in its business and accounting records. We are not a party to those transactions. We audit only a sample of them, and the balances created by them.

You may separately engage us, for an additional fee, and pursuant to a separate engagement letter, to provide services that focus on identifying and addressing weaknesses in internal controls and searching for existence of fraud. To date, you have declined such services and only requested that we perform the audit services described in this engagement letter.

The audit is intended for the benefit of the Company. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed or matters may exist that will be assessed differently by a third party, possibly in connection with a specific transaction.

Our audit of the financial statements does not relieve you of your responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for the financial statements and for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal controls; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements and supplementary information, in conformity with GAAP.

You are also responsible for making and/or reviewing drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

By signing this engagement letter, you agree that you will provide this cooperation and that you will be totally honest with us. Your failure to do so may prevent or delay the completion of the audit engagement. It is also your responsibility to advise us of events occurring or facts discovered after the date of the financial statements of which you may be aware that may affect the financial statements.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter (as a precondition to the issuance of our report) that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

During the course of the audit, we will request information and explanations from your officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. We will also require that Plan management provide us with written confirmation concerning representations made to us in connection with the audit as a precondition to issuance of our report.

We understand that your employees will prepare all confirmations we request, locate any documents selected by us for testing, and provide us with any additional information that we may request for the purpose of the audit.

To the extent you provide our Firm, for any aspect of this engagement, with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

You are responsible for the design, implementation and maintenance of programs and controls, including a control environment, an accounting system and control procedures, which will result in the preparation of financial statements that fairly present financial position, results of operations, and cash flows in conformity with GAAP and that are free from material misstatement, and to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Plan involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others.

In addition, you are responsible for identifying and ensuring that the Plan complies with applicable laws, regulations, contracts, and grant agreements and for informing us of any known violations. You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume all management responsibilities (including management decisions and functions) for the non-attest services we may provide, oversee the services by designating a competent individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluating the adequacy and results of the services; and accepting responsibility for them. None of these services can be relied on to detect errors, fraud or illegal acts that may exist; however, we will inform you of any items, unless clearly inconsequential, that come to our attention.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required. Our audit will be conducted on the basis that you acknowledge and understand the responsibilities of the Plan and its management, as recited in this engagement letter.

Dissemination of Financial Statements

Further, you hereby authorize us to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, working papers, and other information related to our services under this letter. By your signature above, you acknowledge and agree to defend, indemnify, release and hold us and our personnel harmless from any damages, claims, liabilities, losses, and costs (including legal fees of counsel of our own choosing through all trial and appellate levels) whatsoever that might be caused by the electronic transmission or submission of this data, regardless of the nature of the claim, including the negligence of any party.

By your signature above, you acknowledge and agree to defend, indemnify, release, and hold us and our personnel harmless from any damages, claims, liabilities, losses, and costs (including fees and costs of counsel and/or any expert each of our own choosing through all trial and appellate levels) arising from the use of our Auditor's Report other than as provided for in this engagement letter. The provisions of this paragraph shall apply regardless of the form of action, proceeding, investigation, demand, damage, claim, liability, cost, expense, settlement, judgment, fine, penalty, similar award or sanction, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise. The indemnification and hold harmless provision of this paragraph becomes null and void in the event the Plan becomes subject to SEC registration rules.

You agree to include our auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us and, prior to inclusion of the report, to ask our permission to do so.

Our report on the financial statements shall only be associated with the financial statements that were the subject of our audit engagement. You may make copies of our report, but only if the entire financial statement (including footnotes and supplemental information, as appropriate) is reproduced and distributed with our report. Our report is not to be reproduced or associated with any other financial statements, or portions thereof that are not the subject of this engagement. This paragraph does not serve as our consent to be referred to as "experts", or for the use of our report or otherwise making reference to us in any filings with the U.S. Securities and Exchange Commission ("SEC") or other regulatory body or any other document.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

You further agree, with respect to any inclusion of our audit report in any document(s) furnished to any third parties, that as a precondition to our permission, which will be granted solely at our discretion, to include our report without involvement (as defined by applicable professional standards), with the content of such document(s), and such document(s) will contain disclosure that "KSDT CPA LLP" has not been engaged to perform and has not performed, since the date of its audit report included herein, any procedures on the financial statements addressed in that report. KSDT CPA LLP also has not performed any procedures relating to this document.

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore we are not required under professional standards to read or monitor the information as presented by you or consider the consistency of other information in the electronic site with the original document. However, we reserve the right to review the information as presented by you, and to withdraw our report should we disagree with the form, context, or manner of presentation of the financial statements upon which we reported. You agree that upon written notification of our objection to immediately remove our report and any reference thereto or to us from the distribution.

Reporting

We will issue a written report upon completion of our audit of the Company's financial statements. Our report will be addressed to Board of Trustees. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Engagement Administration, Fee Adjustments, and Other

If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses. In accordance with our firm policies, work may be suspended if invoices are 60 days or more overdue and will not be resumed until your account is paid in full. In such instance, we will also have the right to withdraw from this engagement upon notice to you. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. You agree that we are not responsible for the impact on the Plan of any delay that results from such non-payment by you.

We will schedule the engagement based in part on agreed upon deadlines, working conditions, availability of your key personnel and your engagement preparedness. We plan this engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as: closing the trial balance timely, including accurate account analysis/reconciliations; preparing and providing requested schedules as agreed upon; retrieving supporting documents; preparing confirmations; preparing drafts of the financial statements; and answering questions that arise in the course of our procedures. The fees stated above are based upon the complexity of the work to be performed, and our professional time. In addition, each of these fees depends upon the timely delivery, availability, quality, accuracy, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we issue our auditor’s report.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for charges incurred to the date of termination or resignation.

We reserve the right to suspend our work due to nonpayment within terms or for other appropriate business reason, such as, but not limited to, an inordinate delay in providing us required information.

In the event that our work is suspended as a result of nonpayment or suspended (or terminated) for any other reason, you agree that we will not be responsible for your failure to meet government and other filing and submission deadlines, or for penalties or interest that may be assessed, or other damages that may be sustained by you or your owners, resulting from your failure to meet said deadlines.

In the event that we determine to resign, and you seek damages allegedly resulting from such resignation, our maximum liability to you in the event we are held liable because of such resignation shall be limited to the fees actually paid to us to the date of the resignation.

Circumstances may arise during this engagement that may significantly affect the procedures necessary to perform the engagement, the targeted completion date and our professional fees. Examples of such unforeseen circumstances, which may result in an increase in fees (collectively, “Fee Adjustments”) include, but are not limited to:

- Failure by the Plan to prepare for the engagement as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures.

- All requested schedules are not provided by the date requested, not completed in a format acceptable to us, not mathematically correct and not in agreement with the appropriate underlying records We will provide the accounting personnel with a separate list of the required schedules and deadlines.

- Multiple revisions to trial balance(s) subsequent to original submission.

- Significant unanticipated or undisclosed transactions, audit issues or other such unforeseeable circumstances.

- Changes in personnel, or delays by the Plan which directly impact our audit.

- Assistance in researching proper accounting for contemplated or completed transactions or events.

- Unplanned assistance with preparation and drafting of the financial statements and related disclosures.

- Changes in the information system configuration, internal control structure or control deficiencies that require additional engagement effort.

- A significant number of proposed adjustments.

- New accounting issues or implementation or changes in federal, state or professional rule making activities or accounting pronouncements or their application.

- Changes in reporting requirements.

- Changes in engagement scope caused by events that are beyond our control.

- New borrowing arrangements, debt refinancing or debt covenant issues.

- Illegal acts or fraud investigations.

- Untimely payment of our invoices as they are tendered.

- Changes in the scope of our professional services and this engagement as outlined above.

We will endeavor to advise you in the event these circumstances occur; however, we may be unable to determine the amount(s) of the Fee Adjustments until conclusion of the engagement.

Any Fee Adjustments for reasons described in this engagement letter will be determined based upon the actual time expended by us at our then current hourly rates and included either as an adjustment to our invoice or on a separate invoice. You acknowledge and agree that payment for all such Fee Adjustments will be made in accordance with the payment terms provided in this engagement letter.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our services will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

Assistance by Your Personnel

We also ask that your personnel, to the extent possible, prepare various schedules and analyses for our staff. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Independence

Professional (and/or certain regulatory) standards require us to be independent, in both fact and appearance, with respect to the Plan in the performance of our services. Any discussions that your representatives have with our professional personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if, within one year (1) of the termination of this engagement, you hire one of our personnel who either worked or was (was to be) assigned to work on this engagement (based upon performing services for you on similar prior engagement(s)), you agree to pay us as liquidated damages in an amount equal to twenty-five percent (25%) of that individual's annual base compensation in your employ. You agree to pay these liquidated damages within ninety (90) days from the first day of employment of our former employee.

If at any time, we believe that our independence has been or will be compromised, we may be required to modify, or recall and modify, our financial statement report to reflect our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates. By your signature on this engagement letter, below, you expressly agree and acknowledge that the liquidated damages set forth in this paragraph are a reasonable estimate of the damages which would result from any breach of this paragraph, that actual damages from such a breach would be difficult to ascertain, and that the liquidated damages are an alternative to performance and not a penalty.

Confidentiality, Ownership, and Retention of Workpapers

With respect to financial, statistical and personnel data relating to your business which is confidential, and which is submitted to or obtained by us in order to carry out our engagement, we will instruct our personnel to keep such information confidential.

We may receive requests for information in our possession arising out of this engagement. The requests may come from governmental agencies, courts or other tribunals. If permitted, we will notify you of any request for information prior to responding. In certain proceedings an accountant-client privilege may exist. You agree that we are not under any obligation to assert any privilege to protect the release of information. You may, prior to the response to any request, initiate legal action to prevent or limit our response. Unless you promptly initiate such action after we notify you at your last known address as reflected in our files, we will release the information requested.

As a result of the services we provide to you pursuant to this engagement letter, and/or as a result of our prior or future services to you, you may request or authorize us, or we may be required or requested to provide testimony, information or documents (pursuant to a government regulation, subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement letter and we shall be entitled to compensation for our professional time (at our then current hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel of our own choosing through all trial and appellate levels) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Our records and files, including our workpaper documentation whether kept on paper or electronic media, are our property, constitute our confidential information, and are not a substitute for your own records. Our Firm policy calls for us to destroy our files and all pertinent documentation after a retention period of seven (7) years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events of physical deterioration may result in our Firm's records being unavailable before the expiration of the above retention period.

We do not keep any of your original records, so we will return those to you upon the completion of this engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. Except as set forth above, you agree that we may destroy paper originals and copies of any documents, including without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

We, as well as other accounting firms, participate in a peer review program covering our accounting services. This program requires that once every three (3) years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for their review. If it is, they are bound by professional standards to keep all information confidential. Your signing the engagement letter represents your respective acknowledgement and permission to allow such access should this engagement be selected for review.

When an entity is part of a group of entities and/or more than one auditor is involved in performing an audit, a professional responsibility exists under relevant ethical requirements for the auditors to cooperate with each other. In connection with such cooperation, we may have discussions with the other auditors or provide access to our workpapers. In the course of this cooperation, we will comply with relevant ethical and professional standards, including with respect to protecting the confidentiality of your information. The other auditors are also subject to obligations to protect the confidentiality of your information. With this understanding, your signing the engagement letter hereby authorizes us to allow access to our workpapers and to respond fully to the other auditors' reasonable inquiries in accordance with relevant ethical and professional standards.

We retain ownership of the working papers produced by us in connection with the performance of services under this engagement letter. Upon your written request, access to these working papers other than described above may, at our sole discretion, be granted if there is a specific business purpose for such review, and you will be billed for such access at our then current hourly rates. We will evaluate each written request independently. You acknowledge and agree that we will have no obligation to provide such access or to provide copies of our work papers without regard to whether access has been granted with respect to any prior request.

E-mail Communication

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we and our personnel shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Further, you hereby authorize us to electronically submit to you or to others as you may request or as may be necessary to perform our engagement, any financial statements, working papers, and other information related to our services under this letter. By your signature above, you acknowledge and agree to defend, indemnify, release, hold us and our personnel harmless from any damages, claims, liabilities, losses, and costs (including fees and costs of counsel and/or any expert each of our own choosing through all trial and appellate levels) whatsoever that might be caused by the electronic transmission or submission of this data.

In the interest of facilitating our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

By your signature above, you recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

ADDENDUM B

<u>GENERAL BUSINESS TERMS</u>

Alternative Practice Structure

KSDT CPA LLP and KSDT Advisors LLC practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. KSDT CPA LLP provides attest services to its clients. KSDT Advisors LLC is not a licensed CPA firm and does not provide audit or attest services. You have engaged KSDT CPA LLP to provide the services described in this Agreement.

Use of Leased Employees, Subcontractors and Third-Party Products

In performing our engagement pursuant to this Agreement, we will lease professional and administrative staff, who are employed by KSDT Advisors LLC or its related entities. These individuals will be under the direct control and supervision of KSDT CPA LLP, which is solely responsible for the performance of the engagement. Additionally, the professional staff of KSDT CPA LLP and KSDT Advisors LLC and their related entities are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information.

We may, in our sole discretion, use affiliates of ours ("Affiliated Entities") or qualified third-party service providers (together with our Affiliated Entities, "Subcontractors"), located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. Such recipients are bound by confidentiality obligations. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of the United States and outside of our technology infrastructure. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Agreement, subject to all limitations and disclaimers herein.

Dispute Resolution Procedure

It is our goal to maintain a constructive and positive relationship with you. If for any reason you are dissatisfied with the quality or costs of our services, please let us know so we can discuss and, hopefully, rectify the problem. Should we be unable to amicably resolve any such dispute, we believe a prompt and fair resolution, without the time and expense of formal court proceedings, would be in our mutual interests. To this end, the Parties to the engagement letter agree that if any dispute, controversy, or claim arises in connection with the performance or breach of the engagement letter (including disputes regarding the validity or enforceability of the engagement letter), any Party may, upon written notice to the other Party(ies), request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to all Parties and shall require the best efforts of the Parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each Party may disclose any facts to the other Party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent arbitration or litigation against the disclosing Party.

Except as agreed by both Parties, the facilitator and the Parties shall keep confidential all information disclosed during negotiations.

The facilitator shall not act as a witness for either Party in any subsequent arbitration or litigation between the Parties.

Such facilitated negotiations shall take place at a mutually convenient location located in Miami, Florida and shall conclude within ninety (90) days from receipt of the written notice unless extended by mutual consent. The Parties may also agree at any time to terminate or waive facilitated negotiations. The results of this facilitated negotiation shall be binding only upon agreement of each Party to be bound. The costs and legal fees (if any) incurred by each Party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the Parties.

Binding Arbitration

If any dispute, controversy, or claim arises in connection with the performance or breach of the engagement letter (including disputes regarding the validity or enforceability of the engagement letter) and cannot be resolved by facilitated negotiations (or the Parties agree to waive that process), then such dispute, controversy, or claim shall be settled solely by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for Accounting and Related Services ("Rules"). The arbitration proceeding shall take place in Miami, Florida, unless the Parties agree to a different locale.

Such arbitration shall be conducted before a panel of three (3) persons, one (1) chosen by each Party, and the third (3rd) selected by the two (2) Party-selected arbitrators, and each arbitrator shall also be a CPA. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

Notwithstanding anything to the contrary contained in the AAA's Rules, all of the parties to any such arbitration proceedings shall each exchange (each an "exchanging party"):

(a) copies of all documents and information which may be introduced into evidence by any such exchanging party along with a list of such documents and information. Any document or information not so listed and produced may not be introduced into evidence by that exchanging party at the arbitration proceeding.

(b) a list of the names, business and residential addresses, and business and cellular telephone numbers of all persons who may testify at any such arbitration proceeding, along with a summary of the expected testimony. Any person not so listed may not be called as a witness by that exchanging party; and

(c) for any expert witness to be called by an exchanging party, such exchanging party shall provide the other parties to the arbitration proceedings with a written expert report prepared in compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. The other parties to the arbitration shall then have an opportunity to disclose either an opposing expert witness or additional opinions in opposition by a previously disclosed expert witness, and in either case otherwise furnish to the other parties to the arbitration a written report of such opposing expert opinions prepared in compliance with said Rule 26(a)(2)(B). Each party to the arbitration shall be entitled to depose in a single deposition the other parties' expert witness(es), and to request that the expert witness bring certain enumerated and listed documents to his or her deposition, and any such deposition shall not last longer than eight (8) hours. Failure of any party to an arbitration to disclose any expert and expert opinions as required pursuant to this subparagraph (c) shall result in that party being precluded from presenting any expert testimony at the arbitration proceedings.

No other depositions or discovery shall be permitted.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both Parties, as determined by the arbitration panel, including but not limited to (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitration panel; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, shall be borne entirely by the non-prevailing Party, if one is designated by the arbitration panel.

In any event, our maximum liability to you for any reason, including our negligence, relating to the services under this engagement letter shall be limited to the fees paid to us for the services or work product giving rise to the liability, except to the extent finally determined to have resulted from the gross negligence or willful misconduct on our part.

In agreeing to binding arbitration, you and we both acknowledge and agree that each is giving up the right to have any dispute, controversy, or claim decided in a court of law and instead both agree to accept the use of arbitration as the sole means for resolution.

IN AN ABUNDANCE OF CAUTION AND WITHOUT ANY WAIVER TO HAVE ANY DISPUTES DECIDED BY BINDING ARBITRATION AND NOT BY LITIGATION IN ANY COURT OF LAW, WE AND YOU EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER US OR YOU.

Indemnification and Limitation of Liability

IN THE EVENT THAT WE ARE OR MAY BE OBLIGATED TO PAY ANY COST, LIABILITY, LOSS, SETTLEMENT, JUDGMENT, FINE, PENALTY OR SIMILAR AWARD OR SANCTION, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES (AT ALL TRIAL AND APPELLATE LEVELS) AS A RESULT OF A CLAIM, DEMAND, INVESTIGATION, OR OTHER PROCEEDING (IN COURT, ARBITRATION OR OTHERWISE) INSTITUTED BY ANY THIRD PARTY, THEN TO THE EXTENT THAT SUCH OBLIGATION IS OR MAY BE A DIRECT OR INDIRECT RESULT OF YOUR INTENTIONAL OR KNOWING MISREPRESENTATION OR PROVISION TO US OF INACCURATE OR INCOMPLETE INFORMATION IN CONNECTION WITH THIS ENGAGEMENT, AND NOT ANY FAILURE ON OUR PART TO COMPLY WITH PROFESSIONAL STANDARDS, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR PERSONNEL HARMLESS AGAINST ALL SUCH OBLIGATIONS.

YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY NEGLIGENT ERRORS OR OMISSIONS COMMITTED BY US IN THE PERFORMANCE OF THIS ENGAGEMENT WILL BE LIMITED TO THE AMOUNT OF THE FEES FOR THIS ENGAGEMENT, EXCEPT TO THE EXTENT DETERMINED TO RESULT FROM STRICT LIABILITY, OR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS ENGAGEMENT AND ENGAGEMENT LETTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER.

BECAUSE OF THE IMPORTANCE OF MANAGEMENT'S REPRESENTATIONS TO THE EFFECTIVE PERFORMANCE OF OUR SERVICES, YOU WILL RELEASE US AND OUR PERSONNEL FROM ANY CLAIMS, LIABILITIES, COSTS, AND EXPENSES RELATING TO OUR SERVICES UNDER THIS ENGAGEMENT ATTRIBUTABLE TO ANY WRITTEN OR ORAL MISREPRESENTATIONS MADE TO US AND OUR PERSONNEL BY ANY MEMBER OF YOUR MANAGEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, PROCEEDING, INVESTIGATION, DEMAND, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, SETTLEMENT, JUDGEMENT, FINE, PENALTY, SIMILAR AWARD OR SANCTION, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN ADDITION, YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR PERSONNEL HARMLESS FOR ANY LIABILITY AND ALL REASONABLE COSTS, INCLUDING LEGAL FEES AND EXPENSES (AT ALL TRIAL OR APPELLATE LEVELS OF COUNSEL AND/OR ANY EXPERTS EACH OF OUR SOLE CHOOSING) THAT WE MAY INCUR AS A RESULT OF THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER IN THE EVENT THERE ARE KNOWING MISREPRESENTATIONS MADE TO US BY ANY MEMBER OF YOUR MANAGEMENT.

ALL INDEMNIFICATION AND HOLD HARMLESS PROVISIONS RECITED IN THIS ENGAGEMENT LETTER SHALL SURVIVE THE COMPLETION AND/OR TERMINATION OF THIS ENGAGEMENT AND THIS ENGAGEMENT LETTER. SUCH PROVISIONS SHALL BECOME NULL AND VOID IN THE EVENT THE PLAN BECOMES SUBJECT TO SEC REGISTRATION RULES.

YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, AGREE TO ASSIGN OR TRANSFER ANY CLAIM AGAINST US OR OUR PERSONNEL ARISING OUT OF THIS ENGAGEMENT TO ANYONE.

Severability

If any portion of this engagement letter is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this engagement letter shall each remain in effect.

Signatures

Any electronic signature transmitted through our electronic filing software or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature. Counterpart signatures are acceptable.

Entire Agreement

This engagement letter constitutes the entire agreement and understanding between you and this Firm for these services which are the subject of this engagement letter and replaces and supersedes all previous proposals, correspondence, and understandings, oral or written, and all other communications between the Parties relating to the engagement subject matter.

This engagement letter may not be modified in any respect unless in writing and signed by all of the Parties hereto.

The waiver by any Party hereto of any provision, terms and/or conditions of the engagement letter shall not operate or be construed as a waiver of any subsequent breach by any Party.

Governing Law

The terms and provisions of the engagement letter, any course of conduct, course of dealing and/or action on our part, and our relationship with any of you shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts to be performed in that state.