

# MICHAEL S. PATINELLA, P.L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

7025 N. Scottsdale Road, Suite 115  
Scottsdale, Arizona 85253

Office: (480) 663-6012  
Fax: (480) 361-6204  
Email: [mike@patinella.com](mailto:mike@patinella.com)  
Web: [www.patinella.com](http://www.patinella.com)

January 10, 2025

Dear Client:

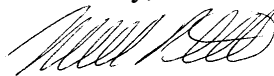
This letter confirms the arrangements for our income tax services, as follows:

1. We will prepare your federal and state **trust and/or estate** tax returns from information provided by you. We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional data. All requisite information for the preparation of your income tax returns will be furnished to us.
2. Unless we are otherwise advised, we assume that your travel, meals, gifts and other business expenses are supported by the necessary records required under Section 274 of the Internal Revenue Code. If you have any questions as to the type of records required, please ask us for advice.
3. We will use our professional judgment in preparing your returns. Whenever we are aware that possible applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will discuss with you our knowledge and understanding of the possible positions which may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with our professional standards and ethics. If the Internal Revenue Service should later contest the position taken, then there may be an assessment of additional tax liability, plus interest and possible penalties. We assume no liability for any such additional assessments.
4. Although we may orally discuss tax return and planning issues with you from time to time, such discussions will not constitute advice upon which we intend for you to rely for any purpose. Rather, any advice upon which we intend for you to rely, and upon which you will rely, will be embodied in a written report or correspondence from us to you, and any such writing will supersede any prior oral representations between the parties on the issue.
5. The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), and the Tax Reform Act of 1986 contained a new Section 6661 calling for penalties against taxpayers for substantial understatement of tax (defined as being more than 25% of the tax). This penalty will be assessed unless the taxpayer can show that there was "substantial authority" for any position that was ultimately disallowed or that there was "adequate disclosure" in the return of any conflict between an Internal Revenue Service position and that taken by the taxpayer. Should a material tax issue arise, you agree to advise us if you wish such disclosure to be made in your returns or if you desire us to identify or perform further research with respect to this tax issue.
6. Our firm has established a system of quality control designed to provide reasonable assurance that the firm complies with professional standards, as required by the AICPA Statement on Quality Control Standards No. 7.

7. Fees for our services will be based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. Professional time invested depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. Our fees for this engagement are not contingent on the results of our services. You agree to pay all fees and expenses incurred whether or not we finalize the tax returns. All invoices will be due and payable upon presentation to you. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. You agree to pay reasonable attorney fees and collection costs incurred by Michael S. Patinella, P.L.L.C. relating to collecting fees for services performed under the terms of this engagement. Your returns are subject to review by taxing authorities. In the event of any tax examinations, we will be available upon request to represent you. Also, if requested, we will consult with you regarding tax related inquiries you may present, including income tax aspects of proposed or completed transactions, preparing income tax projections and engaging in research in connection with such matters. We will render additional invoices for such services at our normal billing rates.
8. In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use third party service providers to assist us in the preparation of your tax returns. These providers have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid preparer of your tax returns, our firm remains responsible for exercising reasonable care in preparing your tax return, and your tax return will be subjected to our firm's normal quality control procedures. If you have any questions or concerns about this arrangement, please contact our office.
9. In rendering professional services, we may communicate by facsimile transmission or by transmitting data over the internet, utilizing either electronic mail or computer software designed for this purpose. Such communications may include information that is confidential to you or your company. Our firm employs measures in the use of facsimile machines and computer technology designed to protect client confidentiality and maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of this data once it has been transmitted outside of our firm. By signing this letter, you consent to the use of this technology to facilitate our services to you.
10. Please note that any person or entity subject to the jurisdiction of the United States having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country, shall report such a relationship. Filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign accounts. If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with the information necessary to prepare any requisite tax filings. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required disclosure statements. Failure to disclose the required information to the U.S. Department of Treasury may result in substantial civil and/or criminal penalties.
11. Notwithstanding anything contained herein, both our firm and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at our office located in Arizona, which shall be the exclusive jurisdiction for resolving disputes related to this Agreement.

12. It is our policy to retain engagement documentation for a period of seven years for current clients and four years for former clients, after which time we will commence the process of destroying the contents of our engagement files. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period. At the completion of our engagement, all original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies will not be distributed.
13. Our firm is in compliance with the IRS and Federal Trade Commission Safeguards Rule mandating that we create, enact and maintain an internal security plan to protect client data.
14. There are specific tax implications of investing in digital assets (e.g., virtual currencies, non-fungible tokens, virtual real estate and similar assets). The IRS considers these to be property for U.S. federal income tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions. Transactions involving digital assets subject to reporting requirements include sales, exchanges, and making or receiving payments. If you transacted in digital assets during the tax year, you may have tax consequences and reporting obligations associated with such transactions. You are responsible for providing us with complete and accurate information, including basis, regarding any transactions in, or transactions that have used, digital assets during the applicable tax year.
15. As you may be aware, Mike Patinella, CPA ("Mike") is affiliated with Cetera Advisors LLC. However, Mike is not acting as a registered representative of Cetera Advisors LLC in connection with any tax preparation, accounting, or tax related consulting services provided through the accounting firm of Michael S. Patinella, PLLC.
16. We expect to begin the preparation of your returns upon receipt of your 2024 tax information. Our services will be concluded upon delivery to you of your 2024 tax returns. If the foregoing meets with your agreement, please sign this letter and return it to us.

Sincerely,



Michael S. Patinella, P.L.L.C.  
Certified Public Accountants

Note: By agreeing to the terms of this engagement the signing Trustee/Personal Representative/Authorized Party agrees to personally guarantee payment of fees for services provided by Michael S. Patinella, PLLC to this trust and/or estate.

I have read and understand the foregoing and agree to these terms.

Signature: \_\_\_\_\_  
Trustee/Personal Representative/Authorized Party

Date: \_\_\_\_\_