

T FRANZ & ASSOCIATES, LLC

Certified Public Accountants
431 Ohio Pike Suite 107
Cincinnati, OH 45255

2013 TAX ENGAGEMENT LETTER

We are pleased to confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide regarding the preparation of your income tax return(s).

RETURNS: We will prepare your 2013 joint (or individual, if applicable) federal income tax return, and income tax returns for the state taxing authorities in which you deemed yourself a resident in 2013 (collectively, the "returns"). We will prepare these returns based on information you supply regarding your worldwide income. You are responsible for retaining all substantiation for all items that you supply to us to report on your tax returns. These items may be needed to prove the accuracy and completeness of the returns to a taxing authority at a future date. You have final responsibility for the income tax returns and should therefore carefully review them before submission to taxing authorities.

This engagement pertains only to the 2013 tax year, and our responsibilities do not include preparation of any other tax return years that may be due to any taxing authority. We are responsible for preparing only the returns referenced above. If you have taxable activity in a state or local municipality other than that referenced, you are responsible for providing our firm with all the information necessary to prepare any additional applicable state and local income tax returns, as well as informing us of the applicable states and local municipalities. If you have income tax filing requirements in a given state or local municipality but do not file that return, there could be possible adverse ramifications, such as an unlimited statute of limitations, penalties, etc. Please be aware that some governmental agencies require non-income tax filings [e.g. Reports of Foreign Bank Accounts]. Any such non-income tax filing is your responsibility.

TAX NOTICES: If you receive a tax or audit notice please provide it to us immediately and we will work to resolve it. The law provides various penalties that may be imposed when taxpayers understate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalty thereon, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or the circumstances of these interest and penalties, please contact us. Your returns may be selected for review by the taxing authorities or you may receive a notice requesting a response to certain issues on your tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will be available upon request to represent you or respond to such inquiry and will render additional invoices for these services and any expenses incurred.

QUESTIONNAIRE [aka TAX ORGANIZER]: We will send [or make available to you at our website: www.cincycpa.com] our questionnaire. This tool is used to help in the preparation of your tax return. Please answer all questions to help us identify all possible tax savings you are entitled to. If you leave a question blank or do not complete the questionnaire we will prepare the returns assuming you intend an answer of "NO" or zero in the case of amounts. Please be sure to review it in its entirety.

WHEN: The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive this information from you, as noted above, by **March 15, 2014**, it may be necessary to pursue extensions of the due date of your returns, and we reserve the right to suspend our services or withdraw from this engagement. Various penalties and interest are imposed when taxpayers fail to pay the full amount of taxes owed by the filing due date. Furthermore, additional penalties and interest are imposed when taxpayers fail to remit the proper amount of subsequent year tax estimates. You acknowledge that any such penalties and interest that arise due to the underestimation of current year taxes owed or

subsequent year tax estimates remitted are your responsibility, and that we have no responsibility in that regard. If you would like information on the amounts or the circumstances of these penalties and interest, please contact us.

HOW: We will prepare the returns from information that you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. While using the organizer is optional, your use of such forms will assist us in keeping your fee to a minimum. Any accounting and/or bookkeeping services [if needed] will be billed based on actual time or expense incurred by us.

COMPLETION: Our engagement will be complete upon delivery of the completed returns to you or when you ask us to stop work. Therefore, you will be solely responsible to file the returns with the appropriate taxing authorities or returning E-file authorizations to our office.

TAX INFORMATION: We will not audit or otherwise verify the data you submit. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud, or other illegal acts that come to our attention.

RECORDKEEPING: You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on your tax return for correctness.

SUBSTANTIVE DETERMINATIONS: 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 under the rules of the Internal Revenue Service.

HOW MUCH: Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors, including, but not limited to: the time spent and the complexity of the services we will perform. In addition, you agree to reimburse us for any out-of-pocket costs incurred in connection with the performance of our services.

Our fees and costs are payable upon receipt of invoice. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.5% per month. 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. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for the costs of collection, including attorneys' fees and court or other costs.

If we elect to terminate our services, our engagement will be deemed to have been completed upon notification of termination, even if we have not completed your return. You will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice, and to reimburse us for all of our out-of-pocket costs. For these purposes, any nonpayment, inability to sign the tax return, or non-response by you of information requested (among other things) will constitute a basis for our election to terminate our services.

DOCUMENT RETENTION: You should retain all 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 you sign them.

It is our policy to retain engagement documentation for a period of seven years (five years for former clients), 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.

If the income tax returns we are to prepare in connection with this engagement are joint returns, and because you will each sign those returns, then each of you is our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning preparation of your returns.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard. In the event that we become obligated to pay any judgment or similar award, you agree to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that you provided to us during the course of this engagement. You agree to indemnify us, defend us, and hold us harmless against such obligations, agreements, and/or costs.

DISPUTES: You 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, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement. Any mediation initiated as a result of this engagement shall be administered by a law firm specializing in the mediation process, not associated with either party, and selected by us, according to its mediation rules. Any ensuing litigation shall be conducted within the County of Clermont, Ohio, according to Ohio law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties. Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

AUTHORIZATION TO PROCEED: This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If you are in agreement with the terms of this Engagement Letter/Disclosure please sign the front page of the Tax Organizer/Questionnaire and return it us.

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Form 2A – Consent to Disclose Tax Return Information in Context Other than the Preparation and Filing of Tax Return

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose, without your consent, your tax return information to third parties for purposes other than the preparation and filing of your tax return. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.

You are not required to accept the terms of this form. If we obtain your signature on this form or approval on a separate form [initials on Tax Organizer] by conditioning our services on your consent, your consent will not be valid. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for the period that statute of limitations remains open on your tax return - generally three years.

We may disclose your tax return information to third parties for purposes of assisting us in the preparation of your tax returns, assisting you with financial decisions or banking transactions [such as loans], analyzing tax or financial transactions, providing tax or financial planning, resolving disputes with tax authorities or our Ohio Society of CPA Peer Review Process. The disclosure may include information contained in or derived from the information furnished to T Franz & Associates LLC in connection with the preparation of your current or prior year tax return(s). The information disclosed may also include all information contained within your tax return(s), unless you request a more limited disclosure.

ACKNOWLEDGMENT

Please initial the front page of our tax organizer to allow us to work with third parties [if needed] to assist us with our work on your behalf. Initialing will authorize T Franz & Associates LLC to disclose to third parties that we engage to on your behalf your tax & other information to allow them to assist in providing us with the services listed above.

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov.

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Privacy Policy

Your Privacy is Important to Us

We highly value your trust and confidence in us, and want to assure you that your personal information is kept completely confidential by us. As Certified Public Accountants and a member of The Ohio Society of Certified Public Accountants, we adhere to the highest level of professional ethical responsibility and obligations to protect the confidentiality of all client information.

This Privacy Policy summarizes for you what information we collect about you, the limited times when we may share it with others, and how we protect your privacy.

Types of Nonpublic Personal Information We Collect

In order to meet your needs in the course of tax return preparation, tax and financial planning, and tax compliance engagements, we collect various types of personal information about you from the following sources:

-Information that we receive from you when you meet with us in person or over the phone, when you send us information by mail or e-mail, on tax preparation worksheets, and on other documents or forms that we use in preparing your tax return or in providing other services for you.

Such information includes, for instance, your name, address, social security number, income, investment and other assets, and other tax and financial attributes about you.

-Information about your transactions with us, my affiliates, or others.

Such information includes, for instance, the services we provide to you, as well as your account balance and payment history.

-Information we may receive from banks or a consumer reporting agency, such as your credit history and outstanding loan balances.

Is Personal Information Shared with Others?

We do not share any personal information about you with anyone without your express consent, except as permitted by law and as described below.

The law permits disclosure in certain instances, such as if we must share information to protect against fraud, in response to a court subpoena, in conjunction with our mandatory peer review for compliance with professional accounting standards, and other similar situations.

We may also share your name and address with nonaffiliated companies that perform support and marketing services on our behalf, such as our tax and accounting software provider[s] data processing services that distribute newsletters and other service brochures and mailings.

For your protection, our agreements with these companies require that they also keep your personal information in the strictest of confidence, just as we do.

How Do We Protect the Confidentiality and Security of Your Personal Information?

Keeping your information confidential and secure is of the utmost importance to us. We follow standard industry practices to actively protect the confidentiality, security, and integrity of your personal information. We also maintain physical, electronic, and procedural safeguards to protect your personal information. In so doing, we restrict access to your personal information to those who need to know that information to provide products or services to you and to the support service companies and financial institutions mentioned above. In turn, those companies are legally and contractually bound to maintain the privacy of any personal information shared with them.

What if You Become a Former Client?

Should you become an inactive client or should our relationship end, we will continue to protect the confidentiality and security of your personal information in accordance with this privacy policy.

Our Pledge to You

As a Certified Public Accountant, our professional ethical obligation and responsibility has always demanded no less than the highest regard and duties toward the confidentiality of your personal information to always maintain your trust and confidence in us.