September 24, 2019

Board of Trustees
Palm Tran, Inc. - Amalgamated Transit Union Local 1577 Pension Plan
West Palm Beach, Florida

Board of Trustees:

This engagement letter between Palm Tran, Inc. - Amalgamated Transit Union Local 1577 Pension Plan (hereafter referred to as the “Plan” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the Plan’s required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed upon objectives of the Plan.

SUMMARY OF SERVICES

We will provide the following services to the Plan as of and for the year ended December 31, 2019:

Audit and attestation services
1. We will audit the basic financial statements of the Plan as of and for the year ended December 31, 2019.
2. We will audit the schedule of administrative and investment expenses. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United State of America.
3. We will apply limited procedures to the pension fund information and management’s discussion and analysis (“MD&A”) which will consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Nonattest accounting and other services
We will provide the following additional services:
1. Assist in the preparation of the financial statements and footnotes.

YOUR EXPECTATIONS

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the Plan’s expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our
performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Plan recognizes that our professional standards require that we be independent from the Plan in our audit of the Plan’s financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the Plan and the Plan should not expect that we will act only with due regard to the Plan’s interest in the performance of this audit and the Plan should not impose on us special confidence that we will conduct this audit with only the Plan’s interest in mind. Because of our obligation to be independent of the Plan, no fiduciary relationship will be created by this engagement or audit of the Plan’s financial statements.

The engagement will be led by Ronald A. Conrad, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT AND ATTESTATION SERVICES

The objective of our audit is the expression of an opinion as to whether the Plan’s basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

The report on internal control and compliance will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Plan’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Plan is subject to an audit requirement that is not encompassed in the terms of the engagement, we will communicate to Plan’s management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures as deemed necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Plan’s financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. 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 opinion or issue reports, or may withdraw from this engagement.
NONATTEST ACCOUNTING AND OTHER SERVICES

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. 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 Plan’s management responsibilities.

Accounting services
We will advise Plan’s management about the application of appropriate accounting principles, and may propose adjusting journal entries to the Plan’s financial statements. The Plan’s management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Plan’s financial statements. If, while reviewing the journal entries, the Plan’s management determines that a journal entry is inappropriate, it will be the Plan’s management’s responsibility to contact us to correct it.

Financial statement preparation
We will assist in the preparation of the Plan’s financial statements and related notes, based on information provided by the Plan. However, the responsibility for the Plan’s financial statements and notes remains with the Plan’s management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

Plan’s management’s responsibilities related to accounting and other services
For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, the Plan’s management will need to sign a representation letter acknowledging its responsibility for the results of these services.

PLAN’S MANAGEMENT’S RESPONSIBILITIES RELATED TO THE AUDIT

The Plan’s management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that the Plan’s management and financial information is reliable and properly reported. The Plan’s management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

The Plan’s management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional
information that we may request for the purpose of the audit, and (3) unrestricted access to
persons within the government from whom we determine it necessary to obtain audit
evidence.

Your responsibilities include adjusting the financial statements to correct material
misstatements and for confirming to us in the written representation letter 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.

You are responsible for the design and implementation of programs and controls to prevent
and detect fraud, and for informing us about all known or suspected fraud affecting the
government involving (1) the Plan’s 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 government received in communications from
employees, former employees, grantors, regulators, or other. In addition, you are responsible
for identifying and ensuring that the government complies with applicable laws, regulations
contracts, agreements, and grants and for taking timely and appropriate steps to remedy
fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements,
or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have
been engaged to report on, in conformity with U.S. generally accepted accounting principles.
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. Your responsibilities include acknowledging to
us in the written representation letter that (1) you are responsible for presentation of the
supplementary information in accordance with GAAP; (2) you believe the supplementary
information, including its form and content, is fairly presented in accordance with GAAP; (3)
the methods of measurement or presentation have not changed from those used in the prior
period (or, if they have changed, the reasons for such changes); and (4) you have disclosed
to us any significant assumptions or interpretations underlying the measurement or
presentation of the supplementary information.

The Plan’s management is responsible for establishing and maintaining a process for
tracking the status of audit findings and recommendations. The Plan’s management is also
responsible for identifying and providing report copies of previous financial audits, attestation
engagements, performance audits or other studies related to the objectives discussed in the
Audit Objectives section of this letter. This responsibility includes relaying to us corrective
actions taken to address significant findings and recommendations resulting from those
audits, attestation engagements, performance audits, or other studies. You are also
responsible for providing Plan’s management views on our current findings, conclusions, and
recommendations, as well as your planned corrective actions, for the report, and for the
timing and format for providing that information.

You agree to assume all the Plan’s management responsibilities relating to the financial
statements and related notes and any other nonaudit services we provide. You will be
required to acknowledge in the management representation letter our assistance with
preparation of the financial statements and related notes and that you have reviewed and
approved the financial statements and related notes prior to their issuance and have
accepted responsibility for them. Further, you agree to oversee the nonaudit services by
designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

The Firm will rely on the Plan’s management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because we will be relying on Management’s representations, you agree that the Plan will indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the Plan regardless of whether such officer or employee was acting in the Plan’s interest, and even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation. This indemnification will survive termination of this letter.

FEE

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If the Plan’s management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

The following summarizes the fees for the services described above:

<table>
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<tr>
<th>Description of Services</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit services</td>
<td>$17,225</td>
</tr>
<tr>
<td>Audit of the financial statements, including assistance with preparation of financial statements.</td>
<td></td>
</tr>
</tbody>
</table>

The fee will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month’s balance less payments received during the month, with a minimum charge of $2.00 per month.
If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Ronald A. Conrad at (407) 423-7911.

Sincerely,

CHERRY BEKAERT LLP

[Signature]

ATTACHMENT – Engagement Letter Terms and Conditions

ACCEPTED BY: ________________________________

TITLE: ________________________________ DATE: ________________
The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

**LIMITATIONS OF THE AUDIT REPORT**

Should the Plan wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (“GAAS”) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Plan will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

**LIMITATIONS OF THE AUDIT PROCESS**

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the Plan’s management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Plan) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Plan’s counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Plan. You agree that the Plan will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the Plan’s financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

**AUDIT PROCEDURES – GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of
transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Plan’s management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 the Plan’s management or employees acting on behalf of the Plan. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

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 a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. 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 or major programs. However, we will inform the appropriate level of the Plan’s management of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from the Plan’s attorneys as part of the engagement, and they may bill the Plan for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the Plan and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the Plan’s management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and Government Auditing Standards.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Plan’s compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those
procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

NONATTEST SERVICES

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the Plan's designated individual will assume all the Plan's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for-

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the Plan's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the Plan's designated individual. Such advice and guidance shall be limited as permitted under the Code of Professional Conduct.

COMMUNICATIONS

At the conclusion of the audit engagement, we may provide the Plan's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Plan make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the Plan. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Plan; (4) the process used by Plan's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the Plan's management concerning a financial accounting, reporting or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of the Plan’s management’s consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the Plan’s management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the Plan’s management related to the performance of the audit.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all
workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives (“Regulators”) pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a “peer review” program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the Plan may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals
During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal (“Portal”) to transmit documents. Portal allows the Plan, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the Plan, and other third party providers utilized by either party in connection with the engagement.

Subpoenas
In the event we are requested or authorized by the Plan, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the Plan, the Plan will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures
If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Waiver of Trial by Jury
In the event the parties are unable to successfully mediate any dispute, controversy or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent Contractor
Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.
No Third-Party Beneficiaries
The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE
The estimated fee set forth in the attached engagement letter is based on anticipated full cooperation from the Plan’s personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Plan requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the Plan is unable to provide such schedules, information and assistance, the Firm and the Plan will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fee contemplates that the Plan will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Plan with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the Plan will agree to an appropriate revision in our fee.

The estimated fee is based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Plan at this time, but do not include any time related to the application of new auditing or accounting standards that impact the Plan for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the Plan concerning the scope of the additional procedures and the estimated fees.

The Plan agrees to pay all costs of collection (including reasonable attorneys’ fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Plan will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Plan and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.