

2022 PREPARATION ENGAGEMENT LETTER

Dear Client,

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ended December 31, 2022.

You have requested that we prepare the financial statements of the Company, which comprise the annual and monthly (if applicable) statement of assets, liabilities, and equity-tax basis, and the related statements of revenues and expenses-tax basis for the year ended December 31, 2022 and perform a preparation engagement with respect to those financial statements.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

You are responsible for all management responsibilities, and for overseeing any bookkeeping services, tax services, or other services we provide by designating an individual, preferably within senior management who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with the tax basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS, to prepare your financial statements:

- 1) The prevention and detection of fraud.
- 2) To ensure that the Company complies with the laws and regulations applicable to its activities.
- 3) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 4) To provide us with:
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statement:
 - Additional information that may be requested for the purpose of the preparation of the financial statements; and,
 - Unrestricted access to persons within the Company of whom we determine necessary to communicate.

Our Report

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

PRIVACY POLICY

All providers of personal financial services are now required by law to inform their clients of their policies regarding privacy of client information. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy. We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization. For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all situations, we stress the confidential nature of information being shared.

ELECTRONIC COMMUNICATION

In the interest of facilitating our services to you, we may communicate by fax or send electronic email over the internet. Such communications may include information that is confidential to you. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and you consent to our use of these electronic devices.

We estimate that our monthly fees for these services will be as agreed upon, with increases as agreed to. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered or drafted each month as work progresses and are payable on presentation if applicable.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

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. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerery,	
Name / Signature of Engagement Partner	
ACKNOWLEDGED:	
Signature	Printed Name
Company Name	Title
Date	_