

### **Tax Return Preparation Agreement - Business**

This letter is to confirm and specify the terms of our engagement for the year ended December 31, 2009, and subsequent years and to clarify the nature and extent of the services we will provide to the company.

Our engagement will be designed to perform the following services:

- Prepare the current and subsequent U.S. Corporation Income Tax Return (Form 1120S or 1120) or U.S. Partnership Information Return (Form 1065) or U.S. Trust Income Tax Return (Form 1041) with supporting schedules.
- Prepare the current and subsequent Texas Franchise Tax return (if required).
- Perform any bookkeeping or accounting assistance we find necessary for the preparation of the income tax returns (additional fees will apply for extensive bookkeeping corrections).

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist.

We will use our best 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.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us.

Officers of the corporation are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign and file them.

For travel, meal, and entertainment expenses, the law is very specific about the information and documentation that you must have to substantiate a tax deduction. For all such expenses, your records must indicate the date, amount and place. Additionally, for entertainment expenses, you must indicate the person entertained and the business purpose of the expense. If you list travel, meal, or entertainment deductions, we have assumed you have the required documents and receipts for all expenses over \$75.00.

Your returns may be selected for review by taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

Our fees for the services outlined in this letter will be based upon the amount of time required at our standard billing rates, plus out-of-pocket expenses. All invoices are due and payable upon presentation.

If there is any area of the tax return that you do not understand, please let us know so we can explain it. It is important that you understand the basis on which the tax return is prepared and why income and deduction items are treated as they are.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. We want to express our appreciation for the opportunity to work with you.

The above letter sets forth my understanding of the terms and objectives of the engagement to prepare income tax returns for the entities listed below. I authorize The Mangold Group, CPAs, PC to prepare the current year and subsequent U. S. Corporation Income Tax Returns. I understand that I am ultimately responsible for the accuracy of my returns and I will review them prior to signing.

Entity (Separately list each company for  
which we will prepare returns.)

Title of Signatory

_____	_____
_____	_____
_____	_____
_____	_____

Signature

Date

Printed Name