ENGAGEMENT AGREEMENT

We will prepare your federal and state corporate income tax returns and we will advise you on income tax matters for which you specifically request our advice.

We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional data.

By your signature below, you are confirming to us that unless we are otherwise advised, the travel, entertainment, gifts and related 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 in that regard.

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of their tax liability. For corporate taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be shown on the return or $10,000. The penalty is 20 percent of the tax underpayment. Taxpayers may seek to avoid all or part of the penalty be showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise us if you wish a disclosure to be made on your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues on your returns.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find necessary for preparing the income tax returns.

You are also confirming that you will furnish us with all the information required for preparing the returns.

We will use our professional judgment in preparing your returns. If we become aware that an applicable tax law is unclear, or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. We will follow whatever position you request on your return so long as it is consistent with the codes and regulations and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such assessments.

Our fees for services are generally billed upon the completion of your returns, or of a task, although we reserve the right to bill monthly as work progresses. All bills are due upon receipt. The fee does not include responding to tax authority inquiries, and you understand that we are not responsible for the disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties or interest.

We would be pleased to discuss this letter with you at your convenience, if you wish. If the foregoing is acceptable to you, please sign this agreement in the space provided and return it to us. You may wish to keep a copy of this agreement for you files.

Sincerely,

Wilcox Arredondo & Co.

Accepted by:

Signature: _____ Date: _____