[Date]

[Name]

[Title]

[Company]

[Address]

Re: Accounting and Advisory Services

Dear [Name]:

This letter confirms our mutual understanding with respect to the engagement of [CPA Firm] (hereinafter "CPA", "we", or "us"), by [Company] (hereinafter "you" or "the Company") to provide professional services. The term "the Company" includes the Company and its management, which includes the Company's officers and managers.

We will perform the following services which are more fully described in Appendix A:

1. Implementation and integration of accounting software package and supporting applications with processes and training.
2. Full charge accounting services including A/P and A/R management, expense report management, reconciliations, general ledger accounting, and monthly financial reports; all with supervisor oversight of activities.
3. On site for the “Monday morning huddle” at [Company].
4. Review of property level quarterly reporting packages.

Our engagement is limited to the accounting services indicated above and in Appendix A.

Unless otherwise requested by you in writing, we will not audit the financial statements, or any other accounting documents and information you provide, in accordance with U.S. generally accepted auditing standards. Accordingly, we ask that you not in any manner refer to this as an audit. The difference in the assurance level being provided by each service should also be fully understood. For example:

* An audit provides an opinion that the financial statements present fairly, in all material respects, the company's financial position in conformity with GAAP.
* An audit includes obtaining reasonable assurance about whether the financial statements are free of material misstatements through examining, on a test basis, evidence supporting the amounts and disclosure in the financial statements. Also included is an assessment of the accounting principles used and significant estimates by management.
* Audits are conducted in accordance with AICPA auditing standards.
* Any audit of your financial statements will be subject to a separate engagement letter.

**Management Responsibilities**

The Company is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee any tax related services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The Company should be aware that certain communications involving tax advice between you and members of our firm who are authorized tax practitioners, or their agents may be privileged from disclosure to the IRS or MDOR. The privilege may be waived, however, by voluntarily disclosing the contents of those communications to a third party. The privileged information might be used by you in preparing financial information and, consequently, disclosed to us. In addition, professional standards require us to discuss matters that may affect the engagement with our firm personnel responsible for tax services, who may disclose the privileged information to us. The IRS and MDOR might take the position that such communication results in a waiver of privilege.

The Company shall upon the receipt of written notice indemnify [CPA], its partners, principals, and employees, against all costs, fees, expenses, damages, and liabilities (including legal defense costs of one law firm) associated with any third-party claim arising from or relating to any knowing misrepresentation to [CPA] by the Company or the intentional withholding or concealment of information from [CPA] by the Company. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence of the Company, whether arising out of tort, strict liability, or otherwise) and whether or not [CPA] was advised of the possibility of the damage or loss asserted. Such terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties. To the extent finally determined that the conduct giving rise to any claim made pursuant to this paragraph arose out of [CPA]'s gross negligence or willful misconduct, the prior sentences in this paragraph shall not apply.

Either party may terminate this engagement, with or without cause, by providing written notice to the other party. In the event of early termination for any reason, the Company will be invoiced and agrees to remit payment for time and expenses incurred prior to notice of termination together with reasonable time and expenses incurred to bring the engagement to a close in a prompt and orderly manner. Neither party shall have any liability to the other for any loss or consequential damage arising from early termination by either the Company or by [CPA].

Except in the case of [CPA]’s intentional fraud or willful misconduct as determined by court of competent jurisdiction: (i) with respect to any services, work product, or other deliverables hereunder, or this engagement generally,

[CPA]’s liability to the company shall in no event exceed the applicable limits of [CPA]’s professional liability insurance coverage, and (ii), [CPA] shall have no liability for any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity.

While this letter relates to specific services indicated, from time to time, we may be asked by the Company to provide additional services and/or routine advice for which no separate arrangement has been made. To the extent that we provide additional services and/or routine advice to the Company without separate arrangement, those services and/or routine advice are governed by the same terms and conditions set forth in this letter and will be invoiced separately.

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the following documents and information concerning your company:

* General ledger system
* Electronic access to bank and credit card accounts
* Cash disbursement accounts such as Bill.com and CashPro
* Invoices, payroll records, bank records, contracts and other supporting documentation.
* Electronic access to expense reimbursement and tracking applications
* Electronic access to third-party payroll
* Supporting documentation for prior period balances
* Forms 1096 and 1099 filed for [year]
* Sales & Use tax filed for [year]

Any failure to provide such documents and information, and to do so in a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement. You agree to accept responsibility for any effect on your accounting records and financial statements of basic financial information or transaction documents not submitted to us for processing an entry, or losses that may result from their absence.

[Name] and [Name] are the engagement partners and are responsible for supervising the engagement.

Our fee for the one-time implementation services outlined in 1 above is $6,000. The fee for the monthly accounting services outlined in 2 above are $2,000 a month. The fee for the "Monday morning huddle" outlined in 3 above are $300 per meeting. The fee for the review of property level quarterly reporting packages as outline in 4 above are $400 per property per quarter. You will also be billed for out-of-pocket costs such as return production, postage, travel, etc. (See Appendix B). Bills for services are due when rendered and interim billings may be submitted as work progresses and as expenses are incurred. The foregoing fees will be reviewed and adjusted from time to time upon the mutual agreement of the parties.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that, except with respect to our gross negligence and willful misconduct, we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of seven years, 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, and you will provide us with a receipt for the return of such records. The balance of our engagement file is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

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 at our standard hourly rates then existing 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.

You agree not to solicit for your employment either directly or indirectly any of the current employees of [CPA] for your business or personal operations during the term of our engagement with the Company.

Parties to this engagement 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 upon the written request of any party to the engagement subject to the selection of a mutually agreed upon mediator. All mediations initiated as a result of this engagement shall be administered pursuant to the mediation rules of the American Arbitration Association (AAA). The results of this mediation shall be binding only upon agreement of each party to be bound. Cost of any mediation proceeding shall be shared equally by both parties. If any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter. This section shall survive completion or termination of this Agreement.

If mediation fails to resolve the dispute or claim, the parties hereby agree to submit any action, claim or counterclaim whether based in contract, tort, and statutory rights or otherwise to the Superior Court of the Commonwealth of Massachusetts. The parties also agree that the laws of the Commonwealth of Massachusetts shall govern all legal proceedings arising from this engagement.

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

Sincerely,

[Name], CPA

Approval:

The above meets with our approval. You are hereby authorized to proceed with the services outlined.

Date: By:

Appendix A

*Detail of Services to be Provided*

1. Implementation and integration of accounting software package and supporting applications with processes and training to include:

* QuickBooks Online - General Ledger Software
  + Transition of QBO from current accounting firm
  + Review and revise chart of accounts with management
  + Create standard and user-specific report packages
  + Create budget-to-actual reporting
  + Prepare paperless recordkeeping process for A/P
  + Establish bank, credit card and Nexonia links
* Bill.com - A/P management
  + Standardize A/P approval process
  + Automate cash disbursements

Link A/R invoicing

* MassPay - Payroll Processor
  + Establish general ledger link/import
* Nexonia – Expense reimbursement and fund allocation
  + Link program to chart of accounts within QBO for proper reporting
  + Employee setup and training (coordinate with Nexonia to train)
  + Ensure proper and timely allocation of costs to the fund and the operating entity

1. Full charge accounting services including A/P and A/R management, expense report management, reconciliations, general ledger accounting, and monthly financial reports; all with supervisor oversight of activities. Expected services include:

* Accounts payable processing using Bill.com or Cash Pro
* Download/data entry and coding of credit card transactions
* Download/data entry and coding of “other” banking and transaction activity
* Invoice preparation, recording payments received and recording deposits
* Posting of monthly journal entries
* Bank account reconciliations
* Credit card account reconciliations
* Other balance sheet account reconciliations
* Preparation of monthly internal management reports (to include Balance Sheet, Profit & Loss-Current Month, Profit & Loss-YTD, Accounts Receivable Aging, Accounts Payable Aging, and other reports as requested
* Assistance with vendor communications relating to obtaining W-9s. ([CPA Firm] will provide assistance in this area but we do not assume responsibility for the completeness/accuracy of the W-9 information we receive from you and/or from your vendors).
* Assistance with preparation of annual Form 1096 and 1099s
* Initiate, pay and record quarterly partner distributions
* Sales & Use tax return preparation for the Massachusetts

1. On site for the “Monday morning huddle” at [Company]
2. Review of property level quarterly reporting packages and provide feedback

Appendix B

*Information About Our Fees*

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform inefficiently. Please see below for some of the more common reasons. If we encounter any of these issues and expect that there will be an impact on our fee, we will immediately discuss the issue with you in order to make the necessary adjustments to our work schedule and engagement fee.

***Changing Laws and Regulations***

There are many governmental and regulatory boards that routinely add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement; there are times when the timing of such additions or changes make this not possible.

***Incorrect Accounting Methods or Errors in Client Records***

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and auditing procedures. However, should we find numerous accounting errors, incomplete records, or the incorrect application of accounting standards, we may have to do additional work to make the corrections and reflect these changes in the financial statements.

***Failure to Prepare for the Engagement***

In an effort to maximize value to you, we assign responsibility for the preparation of schedules and documents needed for the engagement to you. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these materials as previously agreed to, it might substantially increase the work we must do to complete the engagement within the schedule time.

***Starting and Stopping Our Work***

If we must withdraw our staff because the condition of the company's records, or the failure to provide agreed upon materials within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner as established by our engagement plan. This will result in additional fees as we must reschedule our personnel and incur additional start-up costs.