

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Objection Deadline:

September 22, 2025 at 4:00 p.m. (ET)

**NOTICE OF FILING OF DECLARATION OF DISINTERESTEDNESS
OF ORDINARY COURSE PROFESSIONAL, ANCHIN, BLOCK & ANCHIN LLP**

PLEASE TAKE NOTICE that, on September 2, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I) Authorizing the Debtors to Retain and Compensate Professionals in the Ordinary Course of Business Effective as of the Petition Date, (II) Waiving Certain Information Requirements of Local Rule 2016-1, and (III) Granting Related Relief* [D.I. 133] (the “OCP Order”).²

PLEASE TAKE FURTHER NOTICE that, in accordance with the procedures set forth in the OCP Order, the Debtors hereby file the OCP Declaration of Anchin, Block & Anchin LLP, attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that any objections to the retention of Anchin, Block & Anchin LLP by the Notice Parties must be filed with the Court, and at the same time served upon the following parties and Anchin Block & Anchin LLP, on or before **September 22, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”): (i) the Debtors, 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel; (ii) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801, Attn: Sean M. Beach (sbeach@ycst.com), S. Alexander Faris (afaris@ycst.com), and Evan Saruk (esaruk@ycst.com); (iii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (Jon.Lipshie@usdoj.gov); (iv) counsel to the DIP Agent, Holland & Knight LLP, 150 N. Riverside Plaza, Suite 2700, Chicago, IL 60606, Attn: Anastasia Sotiropoulos (anastasia.sotiropoulos@hklaw.com); (v) counsel to the DIP Lenders and Prepetition Term Loan Lender, McDermott, Will & Schulte, LLP, 919 Third Avenue, New York, NY 10022, Attn: Adam C. Harris (adam.harris@srz.com) and Reuben Dizengoff (reuben.dizengoff@srz.com); (vi) counsel to LiveStyle, Cullen and Dykman LLP, 333 Earle Ovington Boulevard, 2nd Floor, Uniondale, NY 11553, Attn: Thomas R. Slome

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the OCP Order.

(tslome@cullenllp.com); and (vii) proposed counsel to the Committee, (a) Orrick, Herrington & Sutcliffe LLP, 51 West 52nd Street, New York, NY 10019, Attn: Mark Franke (mfranke@orrick.com) and Brandon Batzel (bbatzel@orrick.com), and (b) Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Eric J. Monzo (emonzo@morrisjames.com).

PLEASE TAKE FURTHER NOTICE that, if no objection is received from any of the Notice Parties by the Objection Deadline, the Debtors shall be authorized, but not directed, to: (i) retain Anchin, Block & Anchin LLP as of the date Anchin, Block & Anchin LLP commenced providing services to the Debtors and (ii) compensate Anchin, Block & Anchin LLP in accordance with the OCP Order.

[Signature page follows]

Dated: September 8, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Sarah Gawrysiak

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
Kenneth J. Enos (No. 4544)
S. Alexander Faris (No. 6278)
Sarah Gawrysiak (No. 7403)
Evan S. Saruk (No. 7452)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: emorton@ycst.com
sbeach@ycst.com
kenos@ycst.com
afaris@ycst.com
sgawrysiak@ycst.com
esaruk@ycst.com

Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Ref: Docket No. 133

Obj. Deadline: September 22, 2025 at 4:00 p.m. (E.T.)

**DECLARATION OF DISINTERESTEDNESS OF ANCHIN, BLOCK & ANCHIN LLP
PURSUANT TO THE ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN AND
COMPENSATE PROFESSIONALS IN THE ORDINARY COURSE OF
BUSINESS EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN
INFORMATION REQUIREMENTS OF LOCAL RULE 2016-1, AND
(III) GRANTING RELATED RELIEF**

I, Christopher J. Noble, declare under penalty of perjury:

1. I am a partner at Anchin, Block & Anchin LLP, located at 3 Times Square, New York, NY 10036 (the “Firm”).

2. AGDP Holding Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), have requested that the Firm provide accounting and advisory services to the Debtors, and the Firm has consented to provide such services subject to retention under the OCP Order (defined below).

3. As part of its standard procedures, the Firm reviews its records when being engaged by a new client to ensure no conflicts exist. This includes reviewing the Firm’s electronic client database showing the matters in which the Firm is engaged and the clients for whom it performs services. This review was performed prior to onboarding the Debtors initially and was updated in

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

connection with this application for the Firm to continue to provide accounting services to the Debtors.

4. The Firm may have performed services in the past, may currently perform services, and may perform services in the future in matters unrelated to these Chapter 11 Cases for persons that are parties in interest in these Chapter 11 Cases. Except as set forth herein, the Firm, does not perform services for any such person in connection with these Chapter 11 Cases, or have any relationship with any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates.

5. The Firm provides personal tax accounting services to Jurgen “Billy” Bildstein, an equity holder of Avant Gardner. These services are not directly related to these Chapter 11 Cases or the services the Firm provides, and intends to provide, for the Debtors except in that Mr. Bildstein owns 100% of the equity interest in Debtor AGDP Holding Inc.

6. As part of its customary practice, the Firm is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants, and parties in interest in these Chapter 11 Cases. No such representation is adverse to the Debtors or related to these cases.

7. Neither I nor any principal, partner director, officer of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the partners, principals and regular employees of the Firm.

8. Neither I nor any principal, partner, director, officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which the Firm is to be employed.

9. The Firm is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

10. The Firm’s current customary hourly rates, subject to change from time to time, are consistent with rates charged by the Firm to its other clients. The current rate of the Firm’s partners for this engagement ranges from \$545 to \$830 per hour and staff ranges from \$150 to \$685 per hour, which rates are effective through August 31, 2026.

11. In the normal course of business, the Firm revises its regular hourly rates and advises that, effective September 1 of each year, its rates will be revised to the regular hourly rates that will be in effect at that time. Anchin’s hourly rates for each level generally increase between 3% and 10%. Individual rates may also increase to the extent there are promotions.

12. The Firm is currently owed \$56,464 on account of prepetition services, and has a retainer in the amount of \$25,000, which will be used to offset the outstanding account receivable for prepetition services. The Firm has waived, or will waive, any remaining prepetition claims against the Debtors’ estates.

13. I also understand the limitations on compensation and reimbursement of expenses under the order authorizing the compensation of ordinary course professionals [D.I. 133] (the “OCP Order”). Specifically, the Firm understands that in the event its fees and expenses exceed the OCP Cap (as defined in the OCP Order), on average, over a rolling three-month period, the Firm will be required to file with the Court a fee application for approval of its fees and expenses for such month in accordance with Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, and any applicable procedures or orders of the Court.

14. As of the Petition Date, which was the date on which the Debtors commenced these Chapter 11 Cases, the Firm was party to an engagement agreement for professional services with

certain of the Debtors that contains indemnification provisions. A copy of such agreement is attached as **Exhibit 1** to this declaration. During the pendency of these Chapter 11 Cases, the Firm will not enforce any of the indemnification provisions in such agreement.

15. The Firm recognizes that it has a continuing obligation to bring any potential conflicts that may arise to the Court's attention. Therefore, the Firm will conduct further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: September 8, 2025

/s/ Christopher Noble

Christopher Noble

Exhibit 1

Engagement Letter

March 21, 2025

Josh Wyatt, Chief Executive Officer
AGDP Holding Inc.
100 Bogart Avenue
Brooklyn, New York 11206

Dear Josh:

This letter will serve to set forth our understanding of the objectives of our engagement and the nature and limitations of the services that Anchin, Block & Anchin LLP (“Anchin” or “we”) will provide for AGDP Holding Inc. and Subsidiaries (“you” or “your”). The terms under which we will conduct our engagement are set forth in the “Terms of the Engagement” attached hereto.

We will prepare your 2024 Federal, New York State and New York City corporate income tax returns, as well as any other additional state tax returns that we agree should be prepared based upon information you provide and the documents you submit to us. In addition, we will assist you with the preparation and filing of the 2024 Annual Withholding Tax Return for U.S. Source Income of Foreign Person (Form 1042) based upon information provided by you.

We may also provide tax consulting services to you for the calendar year ending December 31, 2025, including the projection and preparation of any 2025 tax estimates you may be required to pay.

You acknowledge and agree that our tax return preparation services for each tax year will be considered a separate engagement which shall be concluded with our delivery to you, or our e-filing, of your tax returns for that year, and that any tax consulting services will be considered a separate engagement which will conclude on the earlier of the delivery of the specified work product and, in the event of general consulting, December 31 of each year.

You may be required to file other tax returns. Please call us if you wish to discuss any other tax obligations you may have. If there are additional returns, filings or other services that you wish us to provide, please contact us as soon as possible to discuss those additional services with you. If we agree to provide additional services to you, those services will be provided under the terms of this agreement unless we enter into a separate engagement letter for such additional services or otherwise agree in writing.

During the course of our work we will discuss with you any matters where the application of the tax law to the preparation of your income tax returns is unclear, or where there may be conflicts between the taxing authorities’ interpretations of the law and other supportable positions.

Our role and services are limited to those described in this agreement or as otherwise agreed in writing.

The charges for our services described above will be billed at our hourly rates in effect at the time services are rendered plus expenses. Our expenses will include a technology and processing fee equal to five percent (5%) of the total fees for time services billed. However, we will also consider the complexity and the value of the work performed, the experience level of the staff required to bring the appropriate level of expertise to the project, and the circumstances under which the work is performed and, as a result, actual charges may be greater or lesser than our standard rates. In no event will we charge a fee that we do not consider reasonable under the circumstances.

We are available to meet with you to discuss this engagement or other matters and answer any questions you may have. Anchin can provide to you all of the services normally provided by an accounting firm.

If you receive a request via email to make a change to any of your account details and/or to transfer any funds, you should not respond to that email. Rather, please speak with me immediately.

This letter, together with the Terms of Engagement, comprise the complete and exclusive statement of the agreement between us with respect to the subject matter, superseding all prior and contemporaneous proposals oral or written and all other communications between us. This letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in this letter and the Terms of the Engagement will survive the completion or termination of this engagement.

In order for us to begin our work, you must provide us with a signed copy of this letter, together with a signed and dated copy of the Terms of Engagement. If you received this letter by an email inviting you to electronically sign this document, please follow the instructions provided to complete the electronic signing process and transmit the signed letter to us. If you received this letter in the mail, please sign the enclosed copy and return it to us by mail, overnight mail, facsimile or email.

We reserve the right to amend any of the terms in or terminate this agreement at any time as a result of any changes in laws or regulations affecting the accounting profession, which may preclude us from providing the services described in this letter on the terms we have agreed upon.

We appreciate the opportunity to be of service to you.

Very truly yours,

ANCHIN, BLOCK & ANCHIN LLP



Christopher Noble, Partner

APPROVED:

Josh Wyatt

Josh Wyatt 2025-03-23 16:55:10 (UTC-04:00)

TERMS OF THE ENGAGEMENT

This addendum sets forth terms and conditions under which we will be performing tax return preparation services and related services pursuant to the terms of engagement letters executed from time-to-time and to which these Terms are attached (such engagement letters and these Terms being referred to together as “this agreement”). In the event that there is a conflict between the engagement letter and these Terms, these Terms shall control. For the purposes of these Terms, any reference to “Anchin” “firm,” “we,” “us,” or “our” is a reference to Anchin, Block & Anchin LLP, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. We expect to continue to perform our services under the arrangement discussed above, unless for some reason you or we find that some change is necessary. It is agreed by the parties that (i) the tax return preparation services for each year, as well as any forms or amended tax returns for prior years, will each be considered a separate engagement which shall be concluded with our delivery to you, or e-filing, of the tax returns or forms for that year, (ii) any related tax consulting services not performed under a separate engagement letter will be considered a separate engagement covered by the attached terms, which will conclude on the delivery of the specified work product or, in the event of general consulting, December 31 of the year in which such returns are filed, and (iii) any engagement may be earlier terminated in accordance with these Terms.

Our Responsibilities

It is our responsibility to prepare only the tax returns specified in our engagement letter or as otherwise agreed in writing, based upon the information which you supply to us, in accordance with the laws and regulations of the applicable taxing authorities, state accounting boards and the American Institute of Certified Public Accountants’ Statements on Standards for Tax Services. Although we will endeavor to be alert to errors and discrepancies in any information provided by you or on your behalf, we shall be entitled to rely in good faith on the accuracy, completeness and reliability of all information so provided and on all decisions and approvals of you and your advisors and representatives. We will not audit, investigate or verify any facts underlying the transactions reported on your tax returns or any data or information submitted to us by you or on your behalf although we may ask for clarification of such data and information. Our services do not include any separate investigation to determine whether there are any transactions or other matters that must be disclosed on your tax returns. Because of our reliance upon the information, decisions and approvals provided by you or on your behalf, our preparation of your tax returns should not be viewed as assurance that any particular reported position is correct. Any brokerage statements, investment reports, cryptocurrency statements or other documentation we receive will only be used in the preparation of your returns and will not be otherwise reviewed by us for any other purpose. Further, our work in connection with the preparation of the tax returns will not include any procedures designed to discover fraud, defalcations, or other irregularities.

Our work product arising out of each engagement under this agreement is only for filing with the Internal Revenue Service and applicable state and local tax authorities, your use and the use of the taxpayer named in any tax returns we prepare and is not to be relied upon for any other purpose or by any third-parties; this engagement does not create any privity between us and any third party. The conclusions expressed in any tax returns or tax advice which we may issue are based upon the tax laws as of the date of issuance, which are subject to change; and our conclusions are limited solely to the matters for which we were engaged. We will not update our conclusions should the law change unless you specifically engage us to do so. No conclusion should be inferred as to any matters not specifically covered therein. Further, our conclusions are based upon the facts presented to us by you and your representatives and may be inapplicable if the actual facts differ in any respect from those presented to us. Inaccurate or incomplete data, material and other information could have a material adverse effect on our conclusions.

Except as specified in the engagement letter to which these Terms are attached, we will not be responsible for the preparation of amended tax returns; should you wish us to do so, we will prepare such amended returns under a separate engagement letter.

Although we will make every effort to bring to your attention any liability or requirement that you file tax returns in additional jurisdictions not specified in the engagement letter based on the information that you provide, advice on these issues will not be within the scope of our engagement, and we do not assume any responsibility for preparing any returns for which we have not been engaged in writing, nor do we assume any responsibility for determining whether there is a tax nexus with any particular state unless we are engaged to do so. Note that following a recent U.S. Supreme Court decision, many states have adopted laws imposing taxes on businesses that exceed the state's specific economic sales or activity thresholds, generally in the prior calendar year or previous 12 months. We will not make any representation about the need to file or the completeness of any sales and use, payroll, excise or gross receipts or other non-income tax filings.

We assume no obligation to offer tax or any other advice that is not specifically requested by you. Because tax issues tend to be quite complex, turn on seemingly insignificant facts and the tax laws are in a constant state of flux, we will not be responsible for any tax advice which we may provide unless our advice is reduced to a written memorandum. Any advice or information provided orally or in the body of an email (as opposed to a memorandum attached to an email) will be based on limited tax research and a limited discussion and analysis of underlying facts and shall not be relied upon by you, your advisors or your representatives. Additional research or a more complete review of the facts could significantly affect our analysis and conclusions. You accept all responsibility for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to rely on oral or email communication.

Any tax advice will be based upon our interpretation of applicable laws and regulations and certain case and ruling authority on the date of our written advice or opinion. Some of these matters may not be free from doubt and our analysis and conclusions may reflect that. Our written advice or opinion will not be binding on the Internal Revenue Service or any state, local or foreign tax authority or any court. We may be able to help you get greater certainty regarding the tax treatment of any particular transaction with a ruling from the appropriate tax authority.

Unless otherwise specified in our engagement letter, our engagements will not include the preparation of any financial statements. Nevertheless, we will render such accounting and bookkeeping assistance as we find necessary for preparation of your tax returns unless it would impair our independence in connection with any attest services.

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If the application of tax law is unclear, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of tax authorities. Tax authorities include but are not limited to, the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings, court cases, and similar state and local guidance. If the IRS, state, or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, penalties, and interest, related to the tax positions that you request.

Our engagement does not encompass determining whether you have any reporting or withholding obligations under the Foreign Account Tax Compliance Act ("FATCA"). We shall have no obligation to assist or advise you, your advisors and your representatives with respect to compliance with FATCA, or to

determine the nature or extent of any obligations you may have under FATCA unless you specifically engage us to do so pursuant to a separate engagement letter.

In our sole professional judgment, we reserve the right to refuse to take any action that could be construed as making management decisions or performing management functions on your behalf. Please keep in mind that if we do perform attest services for you or your company, we are required by the standards of our profession to have a formal attest engagement letter and a separate engagement letter will be issued for such attest services. This agreement does not supersede any agreement for attest services previously executed by us and should not be considered a supplement to any such agreement.

Our services under this agreement do not constitute legal or investment advice. We recommend you retain competent legal counsel and investment advisers to render legal and investment advice.

In responding to any requests for further services made by any of your employees, agents, or representatives, we will presume that all requests have been authorized by you. If you wish to limit the individuals who can request services on your behalf, you must notify us of those limitations in writing.

Tax Audits and Notices

Your returns may be selected for review or you may receive a notice of adjustment from taxing authorities. Any proposed adjustments by the taxing authorities are subject to certain rights of appeal. In the event of a tax examination or notice of adjustment, if mutually agreeable, we may be available to represent you. Provided that you and we have agreed in writing that we will represent you in connection with a tax examination, we will render additional invoices for the time and expenses incurred.

Your Responsibilities

You are responsible for the care and control of all of your information and record-keeping; and it is your responsibility to provide us with all the information required for the preparation of complete and accurate tax returns. You are also responsible for providing us with a complete understanding of all countries, states, and localities in which you are doing business or involved in financial transactions. If the basis for filing in a specific jurisdiction is not correct and has an effect on apportionment or inclusion of income, you agree that we are not responsible beyond the information provided by you. You should retain all the documents, cancelled checks and other data that form the basis of your reported income and deductions. These may be necessary to prove the accuracy and completeness of your tax returns to a taxing authority. In addition to the other documents comprising your records, you are required to retain a copy of your tax returns. If we provide you with copies of your returns through an information portal, you must download your returns within 60 days; any copies that we have of your returns are for our documentation purposes, not for your record retention purposes. Professional standards restrict us from being the sole repository of your original data, records, or information.

You shall be solely responsible for applying independent judgment with respect to your decisions related to our services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, if applicable, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided, evaluating the adequacy and results of the services performed and timely making decisions and providing necessary approval.

You are responsible for timely and accurately completing any organizer, questionnaire, or information request that we provide. Your failure to provide us with all necessary information in a complete or timely manner will likely result in further effort on our part and additional costs to you. Accordingly, it is important

that you ensure that your employees and contractors cooperate fully and respond in a timely manner to our requests. We further reserve the right to terminate this engagement at any time if you fail to provide us with all necessary information in a complete or timely manner.

Please note that the IRS considers all virtual currency (e.g. Bitcoin) as property for U.S. federal tax purposes. As such, any transactions, in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions. If you had any virtual currency activity during the tax year, you may be subject to tax consequences associated with such transactions. Please provide us with the details of such activity so that we can properly report on your tax return.

You should understand that all taxpayers are required to include their worldwide income in their returns. Recently, federal and state laws have imposed numerous new informational reporting requirements on various foreign financial relationships. It is your responsibility to inform us of all your foreign income and financial relationships. (See section below on foreign account reporting.)

You are responsible for obtaining for us any internal and third-party licenses or approvals that are required for us to perform the services covered by our engagement (including use of any necessary software or data). You are also responsible for timely providing us with such information and assistance as may be necessary for us to complete our work. Personnel assigned by us to do any work on your engagements shall not be assumed or deemed to have knowledge of information provided to others not associated with our firm.

The IRC, as well as state taxation laws, provide that by signing your tax returns you are verifying that they are true, correct, and complete. You agree to review each tax return carefully before signing it and bring any questionable items or omissions to our attention. The IRC prohibits tax preparers from signing any tax return known to report any position (i) that is not supported by "substantial authority" unless certain disclosures are made concerning the position, or (ii) attributable to certain "tax shelters" that the preparer does not reasonably believe is more likely than not correct. Because of our limited scope of analysis in evaluating a reporting position, a conclusion that disclosure is not required to enable us to sign a return may not be sufficient to avoid the application of penalties under the IRC. Unless otherwise agreed, it is not within the scope of our tax return preparation engagements for us to review any reporting position or perform any tax research for the purpose of either (i) determining whether a position can be reported without disclosure or (ii) determining whether tax penalties may apply. Therefore, if you wish to take a position without required disclosures on your tax returns, or if you are concerned about potential application of tax penalties, please contact us to discuss expanding the scope of our services to include rendering tax advice that may address your concerns.

You must sign, date, and file your returns and/or make any payments by their due dates. You will be solely responsible for any penalties and interest assessed for the late filing of returns or deposit of tax arising from your late filing of your return by mail or the late authorization of the electronic filing of your return and submission of electronic payment. We will not be responsible for any interest or penalties arising from any such late filing or payment.

Electronic Return Filing and Payment

We are generally required to obtain your written authorization prior to electronically filing your tax return or submitting payment so it is critical that you timely sign and return the authorization forms we provide to you to permit electronic filing of your return and to submit any electronic payment. If you do not promptly return your written authorization to electronically file your tax return or electronically submit payment to us, your return or payment may not be timely filed or submitted. You retain sole responsibility for

compliance with any electronic funds transfer requirements that may apply to the payment of applicable taxes.

Tax Shelters

Treasury Regulations commonly known as the "Tax Shelter Regulations" require taxpayers to disclose certain types of transactions on forms attached to their tax returns and filed with the IRS office of Tax Shelter Analysis. Failure to disclose such information could result in substantial penalties, even if the transaction's tax benefits are appropriate. As your tax return preparer, we will use commercially reasonable efforts to inform you of your specific disclosure responsibilities. However, the regulations require disclosure of some transactions that we will not necessarily be aware of in the normal course of preparing your federal tax returns. Unless you advise us otherwise or specific disclosure information is furnished to us, we will assume that none of the transactions that will be reflected on your tax returns were (i) entered into subject to an agreement that requires you to keep the transaction confidential, (ii) entered into subject to an agreement that the fee you paid would be contingent upon your receiving the transaction's intended tax benefits, (iii) identified in Treasury Regulations as loss transactions that must be disclosed, including loss transactions that pass through to you from S Corporations, partnerships and trusts, if applicable, or (iv) the same as or substantially similar to a transaction identified by the IRS as a tax avoidance transaction. The IRS website (IRS.gov) provides an up-to-date list of transactions the IRS has identified as tax avoidance transactions.

The categories of transactions that have to be disclosed would ordinarily be reflected in the information you provide us to prepare your tax return. However, determining whether you should disclose these transactions may require analysis of information over and above that otherwise necessary to prepare your return and could result in our having to expand the scope of our services, charge additional fees and issue a separate engagement letter for such work.

Corporate Transparency Act/Beneficial Ownership Reporting

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Foreign Account Reporting

U.S. citizens and residents (including individuals, corporations, partnerships, trusts, and estates) who have financial interests in or signature or other authority over any "Financial Accounts" in a foreign country are required to make a separate filing if the aggregate value of all such accounts exceed \$10,000 at any time during the period covered by their tax returns. Filing requirements also apply to those with direct or indirect control over a foreign entity with foreign Financial Accounts, even if the taxpayer does not have a foreign financial account of his or her own. Foreign Financial Accounts include a wide variety of items, including bank accounts, credit card accounts, securities, retirement plan accounts, mutual funds, and life insurance. All required filings must be made by April 15 of the year following the year covered by the taxpayer's tax returns, subject to an automatic 6-month extension of the time to file these returns. Even an inadvertent failure to file or an incomplete filing can result in substantial penalties, and the Internal Revenue Service has announced that it intends to enforce these penalties. Accordingly, you must advise us in writing if you

have any power over any such foreign account(s). Unless you advise us otherwise, we will assume that you have no foreign bank accounts or other foreign financial accounts.

Additionally, ownership in other foreign assets could trigger separate filing requirements with the IRS. This could include interest in a foreign grantor trust, a foreign estate, foreign pension or deferred compensation plans, certain foreign assets held by disregarded entities and even certain types of foreign real estate held through a foreign entity. You should be sure to report to us all foreign assets held.

The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us, and we will respond in writing. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you and that foreign filing obligations are not within the scope of this engagement.

Confidentiality and Consent to Disclosure/Use of Information

Confidential Information means (i) information contained in your internal financial and business records, (ii) information reported in your tax returns, (iii) information contained in any brokerage statements, cryptocurrency statements or investment reports, and (iv) other information concerning you or your business that is marked "confidential" or otherwise identified as "confidential" in writing at the time of disclosure to us. Confidential Information also includes any proprietary information we provide to you, including but not limited to firm policies. Confidential Information does not include any information that (a) is or becomes a matter of public knowledge or is contained in materials available to the public through no breach of this Agreement; (b) is obtained from any source other than the disclosing party and not in violation of any confidentiality obligation; (c) is or becomes known to the receiving party on a non-confidential basis; (d) is independently developed by the receiving party; or (e) is free of restrictions as evidenced in writing by the disclosing party.

The working papers which we prepare in conjunction with our engagement are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Nevertheless, our working papers contain your "Confidential Information" and will be retained by us in accordance with the rules adopted by the American Institute of Certified Public Accountants and similar rules and regulations adopted by the boards of accountancy of the various states establishing professional standards for certified public accounting firms with respect to the confidential treatment of client information, as well as our policies and procedures for safeguarding client information which may be amended from time to time. Further, your Confidential Information will be maintained by us in accordance with, and subject to, our document retention policy and any applicable legal and regulatory requirements. The Confidential Information you receive from us under this Agreement shall be protected with at least the same degree of care as the parties normally exercise to protect their own proprietary information of a similar nature. In addition, you shall keep all such Confidential Information confidential and shall not disclose it to anyone except those who need to know such information in connection with this Agreement. Each person to whom such Confidential Information is disclosed will be advised of its confidential nature and of the terms of this Agreement and (unless already bound by obligations of confidentiality) will agree to abide by such terms.

Tax Return Information includes all information provided to us for the purpose of preparing your tax return, as well as all information we derive or generate in connection with the preparation of your tax return. Unless authorized by law, we cannot disclose, without your consent, your Tax Return Information to third parties

for purposes other than the preparation and filing of your tax return and, in certain limited circumstances, for purposes involving tax return preparation. By signing these Terms you also consent to Anchin's disclosure of your Tax Return Information to anyone you or your affiliate(s) have engaged to assist with the preparation of tax returns, to prepare audited financial statements, or to prepare other financial statements or financial information as required by a government authority, municipality or regulatory body.

You also consent to our using your information or aggregating your information with information from other sources, in an anonymous manner, in connection with thought leadership projects, to improve the delivery of services to clients, and/or for development or performance of data analysis or other insight generation, and to allow clients to evaluate various business transactions and opportunities. We will use this information without attribution to you and under circumstances where you cannot be identified as the source of the information. You also consent to us using your information to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings.

Many of our clients choose to communicate with us via e-mail or other electronic means; and we will use e-mail and other electronic means unless a client directs otherwise. Each of us accepts the inherent risks of this form of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). If you are concerned about the security of particular information, please contact us to discuss alternative arrangements.

You acknowledge that your Confidential Information may be transmitted to us through a delivery system established by us or by a third-party vendor, on our behalf. You agree that we have no responsibility for the activities of such third-party vendor and agree to release us from any and all claims arising from or related to the operation of the third-party vendor portal. While the third-party vendor may back up your files to a third-party server, since you are responsible for retaining your own records, we recommend that you also maintain your own backup files of these records. Additionally, you acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

If you request that we access files, documents, or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the Internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), you acknowledge that either such third party or you (and not us) is responsible for ensuring the confidentiality of all information while utilizing the Cloud Storage, complying with all applicable laws related to the Cloud Storage and any information contained in the Cloud Storage, providing us access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access to the information, including, without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. You warrant that you have authority to provide us with access to information in the Cloud Storage and that providing us with access to information in the Cloud Storage complies with all applicable laws, regulations, or duties owed to third parties, and you agree to defend, indemnify and hold us harmless from and against any matters relating to or arising from our use of the Cloud Storage. In addition, while we have established procedures designed to protect the confidentiality of your information, you acknowledge and agree that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted through an unencrypted method or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us and that any breach of confidentiality that occurs thereby shall not be deemed to be a breach of our confidentiality obligations under this agreement.

Certain documents and other communications involving or disclosed to us may be subject to one or more claims of privilege by you (e.g. IRC section 7525). Although you are solely responsible for managing the

recognition, establishment, and maintenance (non-waiver) of these possible protections, we will cooperate with your reasonable written instructions regarding them. If certain documents and communications are subject to the privilege and you wish to divulge or have us divulge privileged information to other parties, such disclosure may result in a waiver of the privilege. In addition, if it is ultimately determined that a significant purpose of the tax matter was to avoid or evade any U.S. Federal income tax, the privilege under IRC section 7525 will not apply to the communications between us.

In the event we are requested, pursuant to subpoena or other legal process, to produce our documents or to provide testimony relating to this engagement in judicial or administrative proceedings to which we are not a party, or in connection with an informal inquiry or investigation with your consent, you shall reimburse us at standard billing rates at that time for our professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests. We shall, to the extent we are not prohibited, notify you as soon as practicable of any such request unless such request is made pursuant to a regulatory authority having jurisdiction over us. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. You acknowledge and agree that any delays may increase the cost of the services. However, no Force Majeure event shall excuse you from any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this agreement.

Our Fees

The charges for our services will be specified in the engagement letter and will remain in effect unless we notify you otherwise. Failure to provide requested information accurately or on a timely basis will likely increase the cost of our engagements. Our invoices are payable within thirty (30) days. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. You have thirty (30) days from the invoice date to review the invoice and to communicate to us in writing any disagreement with the charges, after which you waive the right to contest the invoice. We reserve the right to suspend or terminate our services if your account is in arrears. In the event that work is discontinued, either temporarily or permanently, as a result of your failure to make timely payment of our invoices, we shall not be liable for any damages you may incur as a result of the work stoppage. If we are required to terminate our services for reason of your failure to make timely payment, our engagements hereunder shall be deemed to have been completed and you shall be obligated to pay for all services heretofore rendered notwithstanding that we have not completed our engagements. You agree that we are not responsible for the impact of any delay that results from your failure to make timely payments of our invoices. All invoices must be paid prior to the release of the deliverable(s) specified in the engagement letter. It is in our sole discretion whether to release incomplete deliverables, and we reserve the right, at our sole discretion, to not release incomplete deliverables.

Standards of Performance

You acknowledge that this engagement will involve analysis, judgment and other performance from time to time in a context where your participation or that of others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of our performance of our obligations shall be based solely on our substantial conformance with any standards or specifications expressly set forth in this agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown.

Use of Third-Party Service Providers and Third-Party Products

To enhance our availability to meet your professional service needs while maintaining service quality and timeliness, we may use independent contractors and consultants (“Third-Party Service Providers”). In that connection, we may share information about you with such Third-Party Service Providers who are required by agreement with us to maintain the confidentiality of your information. By signing these Terms, you are consenting to Anchin’s disclosure of your Confidential and Tax Return Information to Third Party Service Providers as well as our affiliates domestically and/or abroad for the purpose of performing services to you under this agreement (including without limitation to assist in the preparation of your tax return, organize and input data and operate the software used to generate the tax returns prepared for you under this agreement).

This consent to disclose to Third-Party Service Providers and our affiliates may result in your Tax Return Information being disclosed to a tax return preparer located inside or outside the United States (specifically including Anchin (India) LLP and SurePrep, LLC). You are not required to consent to disclosure of your Tax Return Information and you may request a more limited disclosure than described here. Because our ability to disclose your Tax Return Information to another tax return preparer affects the service that we provide to you and its cost, we may decline to provide you with service or change the terms of service that we provide to you if you do not consent to disclosure for tax return preparation purposes. If you agree to the disclosure and/or use of your Tax Return Information, your consent is valid for ten years, unless otherwise indicated.

We also use third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, “Third-Party Products”) to assist us in performing our work. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your Confidential Information in connection with the use of such Third-Party Products, if such disclosure is necessary to deliver professional services or provide support services to our firm. You also acknowledge that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Products, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Products’ infrastructure. You also acknowledge that we are not responsible for any failure of, or damage caused by, such Third-Party Products.

Referrals

From time to time, as an accommodation to you, we may refer you to other service providers (attorneys, etc.) or identify professional(s) or product(s) for your consideration. You are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. We shall not be liable for any acts or omissions of any other service providers we may refer to you. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. These communications do not constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Non-Solicit/Placement Fee

During the term of this Agreement and for one (1) year thereafter, if you or any your affiliates hires or otherwise directly engages any Anchin employee or other personnel either by permanent or temporary hire or engagement for any reason, you will pay Anchin a placement fee equal to 100% of that individual's salary, including bonuses (over the prior 12 months). You agree to pay the invoice for such Placement Fee within fifteen (15) days of receipt. You acknowledge and agree that any Placement Fee is not a penalty and is intended to compensate Anchin for business interruption and for fees to attract, hire, and train replacement personnel. The Placement Fee will not apply in the event that you hire or engage any employee or other personnel of Anchin who (i) has not provided services to you at any time, and (ii) has responded to a bona fide job advertisement of general circulation made by you or on your behalf and not otherwise directed at employees or other personnel of Anchin. For purposes of clarification, the Placement Fee will be applicable if you hire or engage any employee or other personnel of Anchin (y) who has provided services to you at any time or (z) as a result of any solicitation made by you or on your behalf which is directed at employees or other personnel of Anchin.

Employee Retention Credit

You acknowledge that you are aware of the risks associated with claiming the employee retention credit ("ERC"), including: (i) your income tax returns must reflect a wage deduction after considering your ERC claim; (ii) the IRS may disagree with the ERC calculation reflected on the your payroll tax return(s); (iii) if your ERC claim is disallowed after the statute of limitations to amend your tax return has passed, you will be unable to deduct wages equal to the ERC claimed, resulting in a lost deduction and overpayment of federal income tax; (iv) if your ERC claim is disallowed, you may owe additional payroll taxes, interest and penalties; and (v) if a third party prepared your ERC, you may be unable to obtain refunds for fees paid to that third party or recoup other losses if their ERC calculations were incorrect. You acknowledge and agree that we will not be responsible for any taxes, interest, penalties, or costs paid to a third party, as a result of a disallowed ERC calculated and prepared by a third party.

Limitations on Liability

In the event that you believe we have failed to meet our obligations under this agreement, you must, within the one-year time limitation period set forth herein, notify us and provide us with the opportunity to re-perform the alleged defective services. If the services cannot be re-performed, if re-performance will not cure the alleged breach, or if we determine not to re-perform the services, then your sole remedy will be for us to refund our fees relating to the alleged defective services up to the amount of your direct damages caused by our alleged failure to meet our obligations. In no event however, will our liability exceed the fees which we receive for the portion of our work giving rise to the liability; nor shall we be liable for any special, consequential, indirect, incidental, punitive, or exemplary damages or loss (including but not limited to lost profits, opportunity costs, taxes, interest, tax penalties, savings or business opportunities) which you may incur. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.

Indemnification

Because the quality and completeness of our services are based upon the information which you will provide to us, you (and all parties related to you) agree to release and hold us and our partners, principals, employees, agents and independent contractors harmless from any liability, costs, fees, expenses, and damages (including attorneys' fees and expenses) arising out of our services which are attributable to any information which you supply to us which is not complete, accurate or current. In addition, upon your receipt of a written notice from us, you agree to indemnify us and our partners, principals and employees from any liability, costs, fees, expenses and damages (including attorneys' fees and expenses) associated with any third-party claim resulting from or relating to (i) any misrepresentation made to us by you or any of your advisors and/or representatives, (ii) any false or incomplete information provided to us in the performance of our engagements, (iii) your disclosure to a third party of the advice, recommendations or work product we provide to you under this agreement, or (iv) otherwise related to the services we provide to you under this agreement. This indemnification will survive the termination of our engagement.

Dispute Resolution

While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. Therefore, any dispute or claim arising out of or relating to this agreement (including, but not limited to the scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall, at the request of either party, be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("CPR Arbitration Rules"). A dispute or claim of four million dollars (\$4,000,000) or less shall be conducted by a single arbitrator. The parties shall agree on one or three arbitrators for disputes greater than four million dollars (\$4,000,000). If the parties choose three arbitrators, each party shall choose one arbitrator and the parties shall collectively agree on the third arbitrator; provided however, if the parties cannot mutually agree on a third arbitrator, then the third arbitrator will be selected in accordance with the CPR Arbitration Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator).

Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.

Notwithstanding the agreement to such procedures, either party may seek equitable relief to protect its rights and remedies in any court of competent jurisdiction.

All disputes with regard to, arising out of, or relating to services provided pursuant to this agreement (whether based in contract, tort, statute, regulation, or otherwise and whether pending in court or in an arbitral forum) shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, without regard to the conflict of laws provisions of New York or any other state or jurisdiction.

No claim, legal proceeding or action of any kind, regardless of form, asserting a claim arising out of or relating to the services provided under this agreement may be brought by you more than one year after the date on which the services giving rise to the claim are provided under this agreement.

If any term of this agreement is unenforceable, such term shall not affect the other terms, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein and therein.

Termination

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired, we can no longer rely on your integrity or the integrity of persons associated with you, there could be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to be compensated for all direct and indirect charges and out-of-pocket expenditures incurred through the date of termination or resignation and thereafter as this agreement may require, plus applicable interest, costs, fees and attorney's fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

Pre-existing Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this engagement agreement, such nondisclosure agreement shall be terminated as of the effective date of this engagement agreement.

Independent Contractor

When providing services to you, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of Anchin, and no partner, principal, employee, or agent of Anchin shall be subjected to any personal liability whatsoever to you or any person or entity.

No Third-Party Beneficiaries

This agreement is between you and us and neither party, without the other's consent, may assign any rights, obligations or claims relating to the services to be provided by us. Nevertheless, recognizing that at times our engagements may pertain not only to you, but also to your family members or related trusts, partnerships, partners, companies, estates or foundations, you shall, as may be requested by us, obtain written confirmations of their agreement to the terms of our engagements. Each of our engagements will be undertaken solely for the benefit of those persons or entities that have accepted the terms of our engagements and no other person or entity shall be authorized to enforce the terms of our engagements.

Additional Terms for Gift and Estate Tax Returns

If our services include the preparation of estate tax returns, the following additional terms shall apply:

Estate tax returns include elections that may be made which may materially impact both the taxes owed by the estate and the future income and estate taxes owed by the heirs and beneficiaries to the estate. Preparation of the returns requires you to make decisions on behalf of the estate regarding these elections.

We will explain tax return elections that may be made by you as the executor of the estate named in the engagement letters and make recommendations based on the information you provide. However, you remain responsible for consulting with attorneys for the estate and the heirs and beneficiaries of the estate, as needed, regarding the advisability of making such elections. The heirs and beneficiaries of the estate should consult with their own attorneys and professional advisors regarding income and estate tax matters.

If our services include the preparation of gift tax returns, the following additional terms shall apply:

If you received a gift from a foreign person or trust, you may be required to file a separate Form 3520, Annual Return to Report Transactions with Foreign Trusts and Receipt of Certain Foreign Gifts. Therefore, you must inform us of any such gift and we will advise you whether you must file a Form 3520. At your request, we will prepare this return for you at an additional charge.

It is your responsibility to consult with your attorneys and estate planning professionals as needed prior to filing the returns with taxing authorities. Positions taken on gift tax returns may impact your estate taxes and the future income and estate taxes owed by the heirs and beneficiaries to your estate.

A Crummey trust is created for the purpose of excluding gifts intended to benefit individuals from gift and estate taxes. A gift in trust only qualifies for the annual exclusion from gift tax under certain circumstances. Generally, the beneficiary must have at least the temporary right to withdraw from the trust all or a portion of the gift. In addition, the beneficiary must be notified of the gift and his or her right to withdraw it (a Crummey notice), at the time the gift is made. The notification letter is sent by the trustee to the beneficiary of the trust. You, as trustee, acknowledge that it is your responsibility to ensure Crummey notices are mailed and to retain such notices in the event of a future audit.

The following applies to the preparation of gift tax and estate tax returns:

Gifts of property other than cash or publicly traded securities may require an appraisal or valuation. Likewise, the value of property at the date of death other than cash or publicly traded securities may require an appraisal or valuation. You acknowledge that it is your responsibility to engage a qualified independent third party to determine values of such assets. We will not independently determine the value of such property. You agree that we will not be liable for any damages resulting from tax authorities rejecting the values determined by third-party appraisers or valuers.

Additional Considerations for Partnerships

Changes to the federal tax laws recently adopted may have a significant impact on partnerships and limited liability companies. We suggest you review your partnership or LLC agreement with your attorney. At a minimum, please ensure it addresses the significant changes to the partnership audit regime that will generally apply to partnership returns filed after 2018. These changes include, but are not limited to the following:

- Replacement of a “tax matters partner” with a “partnership representative”;
- Current partners being held responsible for tax liabilities of prior partners;
- The partnership being held responsible for remittance of additional tax rather than individual partners being taxed; and
- Numerous elections or opt-outs that the “partnership representative” may make.

By signing below, I acknowledge having read and agreed to the Terms of the Engagement as set forth above and have been provided a copy of this agreement.

APPROVED:

AGDP Holding Inc. and Subsidiaries

By

Josh Wyatt

Josh Wyatt 2025-03-23 16:55:10 (UTC-04:00)