

TERREBONNE PARISH RECREATION DISTRICT NO. 2/3

P.O. Box 4254, Houma, LA 70361

Shawn Dupre, Chairman
Wayne Champagne, Vice-Chairman
Lee Dillard
Wren "Buddy" Halford
Stuart Babin

Chad Adams
Terese McCormick
Jerome Boykin
Roy Miller

AGENDA

Regular Board Meeting

Wednesday, February 4, 2026

6:00 p.m.

Meeting Location – Lisa Park Recreation Center

6667 Lisa Park Avenue, Houma 70364

- 1) Call meeting to order
- 2) Invocation and Pledge of Allegiance
- 3) Roll call
- 4) Public wishing to address the board
- 5) Engineers and Architects Project Status
 - a) Brandon Arceneaux with Total Project Services – Bayou Region Miracle League Complex
- 6) Approve the minutes for the regular meeting of January 7, 2026.
- 7) Financial Report
 - a) Current financial statements to include Balance Sheet and Budget to Actual through January 31, 2026.
 - b) Approval of audit engagement letters from Martin and Pellegrin.
- 8) Report on all parks and playgrounds – Discussion and/or possible action regarding:
 - a) Broadmoor
 - b) Southland Field
 - c) Westside Girls' Softball Complex
 - d) Lisa Park Recreation Center
 - e) Summerfield Park
 - f) Rozand Park
 - g) Skate Park
 - h) Westgate
 - i) Cottage Drive
 - j) Bike Trail
 - k) Lisa Park Playground
- 9) New Business
 - a) Election of Officers
 - b) Discussion of John Melvin University lease
 - c) Surplus of the District Truck

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE, PLEASE CONTACT SONJA LABAT (985) 438-4668, DESCRIBING THE ASSISTANCE THAT IS NECESSARY.

TERREBONNE PARISH RECREATION DISTRICT NO. 2/3

P.O. Box 4254, Houma, LA 70361

Shawn Dupre, Chairman
Wayne Champagne, Vice-Chairman
Lee Dillard
Wren "Buddy" Halford
Stuart Babin

Chad Adams
Terese McCormick
Jerome Boykin
Roy Miller

- d) Authorize Shawn Dupre to sign the CEA with the State
- e) Update bank signature card to remove Lee Dillard

10) Council Member's Comments

11) Board Member Comments

12) Adjourn

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE, PLEASE CONTACT SONJA LABAT (985) 438-4668, DESCRIBING THE ASSISTANCE THAT IS NECESSARY.

TERREBONNE PARISH RECREATION DISTRICT NO. 2/3

P.O. Box 4254
Houma, LA 70361

MINUTES

REGULAR BOARD MEETING

January 7, 2026

The Board of Commissioners of Recreation District No. 2/3 of the Parish of Terrebonne, State of Louisiana, met at the Lisa Park Recreation Center at 6667 Lisa Park Avenue on Wednesday, January 7, 2026, at 6:00 p.m.

Commissions Present: Shawn Dupre, Terese McCormick, Stuart Babin, Roy Miller, Wayne Champagne, Jerome Boykin and Wren "Buddy" Halford arriving at 6:09

Commissioners Absent: Lee Dillard and Chad Adams

Others Present: Brock Landry, Sonja Labat and Brandon Arceneaux with Total Project Services

The meeting was called to order by Shawn Dupre at 6:00 p.m. who led us in prayer. Sonja Labat called the roll, and it was determined that a quorum was present to conduct business.

Public Wishing to Address the Board:

There was no public wishing to address the board. Motion by Terese McCormick, seconded by Roy Miller to close public. Motion passed.

Engineers and Architects Project Status

Brandon Arceneaux with Total Project Services was present to give a project update. The contractor was awarded the project, and the contract has been recorded. This morning a pre-construction meeting was held and a notice to proceed was issued for January 19th. The project should be completed mid-July.

Motion by Jerome Boykin, seconded by Terese McCormick to approve the minutes for the regular meeting of December 3, 2025. Motion passed.

Motion by Jerome Boykin, seconded by Roy Miller to approve the December financial report. Motion passed.

Parks and Playgrounds: Brock discussed his report.

Broadmoor – Evergreen will be utilizing the 9 and 10 fields. Pressure washing and painting is almost complete.

Southland Field – Pressure washing and painting is almost complete.

Westside Girls' Softball Complex – Brock let everyone know that the facility will be closing on the 16th for the project to begin.

Lisa Park Recreation Center – The league has ended. Maintained.

Summerfield Park – Pressure washing is complete but still has some tree trimming to be done.

Rozand Park – Pressure washing and painting is almost done. Tree trimming and minor things will be done.

Skate Park – Pressure washing and painting will be done.

Westgate – Maintained.

Cottage Drive – Maintained.

Bike Trail – Signage is in and will be given to Stuart Babin.

Lisa Park Playground – Maintained.

New Business

The Chairman discussed the John Melvin University lease. They would like to extend to Houma but will need facilities to play. Space needs and rates were discussed. Terese McCormick suggested passing this information on to the Parish. Motion by Terese McCormick, seconded by Jerome Boykin to table it. Shawn Dupre abstained. Motion passed.

The Chairman discussed the purchase of a new truck. Motion by Jerome Boykin, seconded by Stuart Babin to allow Brock to purchase a new truck from State Contract with a budget of \$60,000. Motion passed.

Election of officers will be on the February agenda. The Chairman advised that he would like to step down as Chairman due to his schedule.

The next regular meeting is scheduled for Wednesday, February 4, 2026, at the Lisa Park Recreation Center.

Motion by Jerome Boykin, seconded by Roy Miller to adjourn. Motion passed.

Meeting as adjourned at 6:50 p.m.

Balance Sheet

As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
0001100 · Cash-Whitney-368814	225,066.70
0001101 · Cash - Synergy - 665738	2,128,695.98
0001102 · Synergy - Debt Service	734,740.70
0001103 · Synergy - Capital Projects	2,784,323.75
Total Checking/Savings	5,872,827.13
Other Current Assets	
0001301 · Ad Valorem Taxes Receivable	1,341,038.38
0001401 · Due from Tax Collector	165,562.48
0001402 · Due from State of Louisiana	10,538.00
0001500 · Meter Deposits	2,185.00
Total Other Current Assets	1,519,323.86
Total Current Assets	7,392,150.99
TOTAL ASSETS	7,392,150.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
0002100 · Accounts Payable	16,171.82
Total Accounts Payable	16,171.82
Other Current Liabilities	
0002200 · Payroll Liabilities	3,799.50
0002403 · Deferred Revenue-Ad Val Tax	1,567,973.76
0002410 · 2023 Bond Issuance	3,266,125.00
Total Other Current Liabilities	4,837,898.26
Total Current Liabilities	4,854,070.08
Total Liabilities	4,854,070.08
Equity	
0004000 · Opening Balance Equity	1,765,607.92
0004001 · Unrestricted Net Assets	-380,467.93
Net Income	1,152,940.92
Total Equity	2,538,080.91
TOTAL LIABILITIES & EQUITY	7,392,150.99

Terrebonne Parish Recreation District No. 2-3

Profit & Loss Budget vs. Actual

January 2026

	Jan 26	Budget	\$ Over Budget	% of Budget
Income				
0005100 · Ad Valorem Tax Revenue	1,230,766.06	1,430,000.00	-199,233.94	86.1%
0005101 · State Revenue Sharing	9,795.00	28,000.00	-18,205.00	35.0%
0005400 · Interest	968.16	10,000.00	-9,031.84	9.7%
Total Income	1,241,529.22	1,468,000.00	-226,470.78	84.6%
Expense				
0006100 · Payroll Expenses	14,611.06	210,000.00	-195,388.94	7.0%
0006102 · Group Insurance	3,472.54	35,000.00	-31,527.46	9.9%
0006103 · Life Insurance	0.00	500.00	-500.00	0.0%
0006104 · Worker's Comp	751.92	10,000.00	-9,248.08	7.5%
0006106 · New Employee Expenses	0.00	500.00	-500.00	0.0%
0006200 · Office Supplies	110.49	1,500.00	-1,389.51	7.4%
0006201 · Supplies and Materials	1,316.76	15,000.00	-13,683.24	8.8%
0006203 · Chemicals	239.55	2,500.00	-2,260.45	9.6%
0006204 · Fuel	1,407.43	9,500.00	-8,092.57	14.8%
0006300 · Utilities	1,232.61	25,000.00	-23,767.39	4.9%
0006301 · Telephone Expense	43.73	500.00	-456.27	8.7%
0006302 · Alarm Monitoring	44.99	1,700.00	-1,655.01	2.6%
0006303 · Garbage	0.00	3,000.00	-3,000.00	0.0%
0006304 · Pest Control	120.00	3,500.00	-3,380.00	3.4%
0006305 · Bank Charges	0.00	130,000.00	-130,000.00	0.0%
0006306 · Gen Liab & Building Insurance	0.00	50,000.00	-50,000.00	0.0%
0006307 · Bond Insurance	0.00	1,000.00	-1,000.00	0.0%
0006308 · Director's & Officer's Insur	0.00	4,000.00	-4,000.00	0.0%
0006309 · Vehicle Insurance	0.00	1,000.00	-1,000.00	0.0%
0006310 · Engineering and Design Fees	14,200.00	150,000.00	-135,800.00	9.5%
0006311 · Legal Fees	0.00	5,000.00	-5,000.00	0.0%
0006312 · Accounting and Secretary Fees	1,550.00	18,600.00	-17,050.00	8.3%
0006313 · Audit Fees	0.00	12,000.00	-12,000.00	0.0%
0006314 · Advertising	0.00	500.00	-500.00	0.0%
0006400 · Equip Rep & Maint	0.00	4,000.00	-4,000.00	0.0%
0006401 · Vehicle Rep & Maint	0.00	2,500.00	-2,500.00	0.0%
0006402 · Facility Rep & Maint	1,050.00	100,000.00	-98,950.00	1.1%
0006500 · Capital Expenses	48,437.22			
0006600 · Misc Expense	0.00	500.00	-500.00	0.0%
Total Expense	88,588.30	797,300.00	-708,711.70	11.1%
Net Income	1,152,940.92	670,700.00	482,240.92	171.9%

**Martin
and
Pellegrin**

103 Ramey Road
Houma, Louisiana 70360

*Certified public Accountants
(A Professional Corporation)*

Ph. (985) 851-3638
Fax (985) 851-3951

January 7, 2026

Board of Commissioners
Terrebonne Parish Recreation District No. 2/3
Houma, Louisiana

You have requested that we audit the governmental activities and each major fund of Terrebonne Parish Recreation District No. 2/3, as of December 31, 2025 and for the year then ended and the related notes, which collectively comprise Terrebonne Parish Recreation District No. 2/3's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that identify the included supplementary information, such as management's discussion and analysis to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management Discussion and Analysis
2. Budgetary Comparison Schedule

Supplementary information other than RSI will accompany Terrebonne Parish Recreation District No. 2/3's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Compensation, Benefits, and Other Payments to District Head

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Terrebonne Parish Recreation District No. 2/3's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America or, the applicable financial reporting framework;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;

- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Terrebonne Parish Recreation District No. 2/3's basic financial statements. Our report will be addressed to the governing body of Terrebonne Parish Recreation District No. 2/3. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Pernell Pellegrin is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Martin and Pellegrin's services performed as part of this engagement and signing the audit report.

Our fees for these services will be \$8,770.

We expect to begin the audit by February 20, 2026 and to issue the report no later than June 30, 2026.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate the following significant findings from the audit:

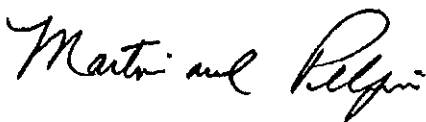
- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin and Pellegrin, CPAs (PC) and constitutes confidential information. However, we may be requested to make certain audit documentation available to Louisiana Legislative Auditor or its designee. If requested, access to such audit documentation will be provided under the supervision of Martin and Pellegrin's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Martin and Pellegrin, CPAs (PC)

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Terrebonne Parish Recreation District No. 2/3 by:

Signature: _____

Title: _____

Date: _____

**Martin
and
Pellegrin**

103 Ramey Road
Houma, Louisiana 70360

*Certified Public Accountants
(A Professional Corporation)*

Ph. (985) 851-3638
Fax (985) 851-3951

January 7, 2026

Board of Commissioners
Terrebonne Parish Recreation District No. 2/3
Houma, Louisiana

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Terrebonne Parish Recreation District No. 2/3.

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by the Terrebonne Parish Recreation District No. 2/3 and the Louisiana Legislative Auditor (LLA) on the control and compliance (C/C) areas identified in the LLA's Statewide Agreed-Upon Procedures (SAUPs), for the fiscal period ended December 31, 2024. The Terrebonne Parish Recreation District No. 2/3 is responsible for those C/C areas identified in the SAUPs.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. The sufficiency of the procedures performed or to be performed is solely the responsibility of the Terrebonne Parish Recreation District No. 2/3 and the LLA, and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on C/C areas. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Terrebonne Parish Recreation District No. 2/3 and the LLA and will be published on the LLA's website as a public document. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. This report is intended solely for the use of the Terrebonne Parish Recreation District No. 2/3 and the LLA and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations (unless otherwise specified in the agreed-upon procedures); however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the C/C areas that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the results of the procedures performed in C/C areas, we will disclose those

matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for the C/C areas and ensuring that these areas are administered in accordance with the best practice criteria presented in the SAUPs; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are responsible for, and agree to provide us with, written assertions about the C/C areas. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the Terrebonne Parish Recreation District No. 2/3 from whom we determine it necessary to obtain evidence relating to performing those procedures.

Pernell J. Pellegrin is the engagement partner and is responsible for supervising the engagement and signing the report.

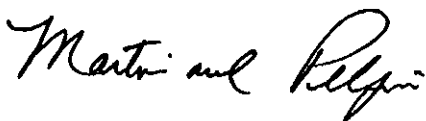
At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the C/C areas and administration of those areas in accordance with the best practice criteria in the SAUPs.

We estimate that our fees for these services will not exceed \$3,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is understood that our working papers are confidential information. However, we will make those working papers available to any successor auditor, LLA, or recognized external quality control review organizations as requested. We will retain the working papers for five years.

We appreciate the opportunity to assist 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. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Respectfully,

A handwritten signature in cursive script, appearing to read "Martin and Pellegrin".

Martin and Pellegrin, CPAs (PC)

APPROVED BY:

By: _____

Title: _____

Date: _____