

November 20, 2023

COVE CONDOMINIUM ASSOCIATION INC  
111 Center Street  
Lake Geneva, Wisconsin 53147

**Subject: Corporate Tax Engagement Letter for**

Client: COVE CONDOMINIUM ASSOCIATION INC (Client)

For the Year Ended: 12/31/2023 (YEAR END)

This letter ("Engagement Letter"), together with the enclosed Professional Services Terms and Conditions – Tax Services, confirms the terms of our engagement with Client, to prepare your federal and state and local income tax returns for the tax year referenced above and the nature and extent of services we will provide. We believe you are the person responsible for the entity's tax matters. If that is not correct, please furnish us with the name of the tax matters person.

**Tax Services**

We will prepare and sign your U.S. federal and state and local income tax returns for the year referenced above for the same state and local jurisdiction(s) where you filed last year based upon information that you will furnish to us. We will prepare additional state tax returns or investigate additional state and local filing requirements only as mutually agreed. For first year filings of newly formed entities, we will prepare state and local income tax returns for jurisdictions as instructed by you.

For any entity that is taxed as a partnership or S corporation for federal income tax purposes, Schedules K-2 and K-3 are required to report prescribed items of international relevance. This reporting requirement is mandatory, and in some cases may involve detailed analysis of additional information and therefore, unless separately stated in the fee section of this Engagement Letter, additional fees will apply.

To minimize the cost and administrative burden of reporting any adjustments identified after we file an initial return and before the federal extended due date, we may conclude it is appropriate to file IRS Form 7004 to extend the due date for any entities taxed as a partnership, even where the partnership federal income tax return is filed on an unextended basis, and we reserve the right to do so in our discretion.

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

from services rendered in a prior or subsequent year. You authorize Wipfli to directly access your accounting system(s) when requested by you or as deemed necessary by Wipfli to render services under this Engagement Letter. You agree to provide Wipfli a unique username and password to facilitate such access. You further agree to manage such access and understand that you are responsible for providing that access in a sound and secure manner that does not compromise your network or systems, and that you are responsible for terminating such access and may do so at any time, provided that you understand that terminating such access may make it impossible to perform our obligations hereunder and relieve us of our obligation to do so.

Our services under this Engagement Letter do not include the preparation of any reports or filings under The Corporate Transparency Act of 2021 (the "CTA"), and we are unable to provide those services. The CTA requires that certain "reporting companies" formed on or after January 1, 2024 have 90 days to report "beneficial ownership" information to certain federal regulatory bodies. Significant penalties can be assessed for noncompliance. CTA compliance services are considered the practice of law in most states and we recommend you consult legal counsel to obtain further advice and satisfy any potential filing obligations.

From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party services providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of the Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all services providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter.

Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above parties providing us assistance in rendering professional services unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

From time to time during the coming year, you may request that we provide services outside the scope of these tax return preparation services ("Additional Services"). If we do not issue a separate engagement letter for those Additional Services, those Additional Services are provided subject to the terms and conditions of this Engagement Letter. However, nothing in this Engagement Letter related to Additional Services is intended to require us to provide these Additional Services or is intended to create a duty, either express or implied, to provide such Additional Services or otherwise to bring to your attention tax matters or advice that we were not specifically requested to provide or address.

We will use professional judgment in resolving questions where the tax law is unclear or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless you instruct us otherwise, we will resolve such questions in your favor whenever possible.

Management is responsible for proper recording of transactions in the accounts, for safeguarding of assets, and for maintaining substantial accuracy of the taxpayer's financial records. Management also is responsible for the identification of, and the taxpayer's compliance with, laws and regulations applicable to its activities. You have the final responsibility for the income tax returns. Therefore, you should review them carefully before you sign and file them.

It is your responsibility to provide all data and information required for preparation of complete and accurate returns and provide us with any reasonable assistance as may be required to properly prepare your returns. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the returns.

It is important that you understand your state tax filing obligations as states are becoming more aggressive in pursuing out-of-state non-filers. We recommend that you undertake a state nexus study to understand your state tax filing obligations in the various states. Such a study is not part of this engagement. If you would like us to conduct a nexus study, please advise us of that fact and we will determine an appropriate scope and fee and issue a separate engagement letter. If you choose not to conduct a nexus study, you should advise us if you believe you may have incurred new state filing obligations for the current year, otherwise we will assume you intend to file in the same states as in prior years.

There are a variety of filing requirements and laws which are triggered if you have a financial interest or signature authority over foreign bank accounts, securities, business interests and/or other properties or assets or engage in certain foreign transactions. These requirements also apply if you have direct or indirect control over foreign businesses or entities or the assets they hold, and they can apply to inbound or outbound transactions or property transfers as well as the receipt of gifts or inheritances from a foreign person. The failure to properly report and disclose that information as required by law can subject you to significant penalties, both financial and criminal. Because these rules are exceedingly complex, it is your obligation to disclose to us in writing any matters related to Client's finances which may reasonably implicate foreign reporting rules so that we can consider their impact on your filing obligations. You agree to indemnify and hold us harmless against any consequences resulting from your failure to make such disclosures, including taxes and penalties which may be imposed on you as a result of such failure. In the event you are required to make filings to address these matters, we will charge appropriate fees to do so.

We appreciate your timely provision of information to us in order to permit us to help you meet filing deadlines. If you are unable to provide us information in a timely fashion, it may be necessary to file an extension of time to file your income tax return(s). If an extension of time is required to file your tax return(s), any tax that may be due with such return must be paid with that extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid. Unless separately stated in the fee section of this Engagement Letter, additional fees will apply for the preparation of federal and state extension filings and payments.

The law provides various penalties that may be imposed on taxpayers for matters such as understatement of income tax liability, or late filing of returns. Taxpayers are also required to maintain and retain adequate documentation to support the tax returns as filed as penalties can also be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return. Wipfli assumes no responsibility of liability for Client's failure to maintain adequate documentation. If you would like information on the amount or circumstances of these penalties, please contact us.

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation and we will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of withdrawal. Our engagement with you will terminate upon our withdrawal.

The Internal Revenue Service (“IRS”) permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return’s due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you ask us not to, we will check that box authorizing the IRS to discuss your return with us.

#### [Additional Services](#)

This Engagement Letter includes additional services; those services are detailed in Appendix B.

#### [Fees](#)

Our fees for the services described in this Engagement Letter and appendices are detailed in Appendix A.

#### [Approval to Proceed](#)

All work related to this engagement to be performed by Wipfli under this Engagement Letter shall be subject to Wipfli’s Professional Services Terms and Conditions – Tax Services, attached hereto. If you agree with the terms of this Engagement Letter, please electronically sign and submit where indicated.]


We appreciate this opportunity to work with you.

Sincerely,

*Wipfli LLP*

Wipfli LLP

ACCEPTED: COVE CONDOMINIUM ASSOCIATION INC

By:  Gail Joyce (Jan 8, 2024 17:24 CST)

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Revision Date (10/27/2023)

# Appendix A

## Fee Schedule

Our fees for the services which are the subject of this Engagement Letter are generally based on the amount of time required to complete the engagement at our standard billing rates, plus out-of-pocket expenses. 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.

## Appendix B

We will prepare the federal and state (if applicable) form(s) 1099 (the “Forms”) for the year referenced on page 1. It is your responsibility to determine the recipients of the Forms and the nature of the payment from your company’s books and records, to gather the recipient’s correct information required to issue the Forms, and to retain proper receipts and other documents in compliance with 1099 filing requirements. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting the Forms.

Certain form 1099s are required to be provided to the recipient as early as January 31st of the year following the year of payment. To meet this filing requirement, we request that you provide the necessary information to us as soon as possible, but no later than January 15th. If you are unable to provide us information by this date, we cannot provide assurance that we will be able to deliver the Forms in time to meet this deadline. Any Forms not filed by the deadline could be subject to late filing penalties. We have no responsibility for any penalty that may arise from your failure to provide information, for late filing or failure to file, or for incorrect information reported on the Forms.

Wipfli will electronically file the Forms with the Internal Revenue Service. States that participate in the combined federal/state reporting program will receive the 1099 information directly from the IRS. Forms for states that do not participate in the program will be filed separately. It is Client's responsibility to provide the recipients with copies of their respective 1099 on a timely basis.

Your signature on the Engagement Letter serves as authorization to electronically efile the Forms as noted above. Client understands that the execution of this authorization does not relieve Client of personal responsibility for correctly and timely reporting and/or paying taxes, or from penalties for failure to do so.

# Wipfli LLP

## Professional Services Terms and Conditions – Tax Services

### 1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these Terms and Conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

### 2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

### 3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

### 4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary

and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

### 5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

Our fees do not include responding to IRS or state or local inquiries, and Client understands that Wipfli is not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client’s tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, we will be available upon request to represent Client and will charge additional fees for the time and expenses incurred.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

### 6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, personnel from affiliates of Wipfli and other Wipfli-related entities or any of their respective affiliates or from independent third-party service providers (including independent contractors) may participate in providing services related to our engagement hereunder. In addition, Wipfli may utilize cloud-based services in connection with the delivery of certain services. Solely for the purpose of rendering services hereunder, Client

# Wipfli LLP

## Professional Services Terms and Conditions – Tax Services

acknowledges that we may share with these parties information obtained in the course of rendering our services. Wipfli remains committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains internal policies, procedures and safeguards to protect the confidentiality of client information and in addition, ensures that our agreements with all service providers appropriately maintain and protect the confidentiality of client information.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

### 7. Allocation of Responsibilities In Respect of Tax Returns

Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accompanying schedules and statements are true, correct, and complete to the best of his or her knowledge. Client is responsible for understanding and agreeing with the various amounts, computations, and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. In addition, Client accepts responsibility for reviewing tax notices, assessments, and other tax correspondence. Wipfli's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Wipfli will not perform any management functions or make management decisions for Client in connection with this engagement.

Wipfli's services under this Engagement Letter are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Wipfli's advice is limited to the tax law as it exists at the time. Wipfli is under no obligation to notify Client of subsequent changes to applicable law. Wipfli's advice is Client and fact specific and accordingly should not be relied upon as applicable to any third party or alternative factual situation.

### 8. Terms of Ongoing Support and Advice

Any ongoing support and advice provided by Wipfli, whether or not it is covered by an engagement letter or Change Order, shall be subject to Wipfli's Terms and Conditions and will be provided under the same terms and conditions that would apply to services defined in Wipfli's Engagement Letters or Change Orders.

### 9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

### 10. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to

treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

### 11. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

### 12. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

### 13. Allocation of Risk and Limitation of Liability

In no event will either party to this Engagement Letter be liable to the other for claims of punitive, consequential, special, or indirect damages. Wipfli's liability for all claims, damages and costs of Client arising from this engagement shall be limited to the amount of fees paid by Client to Wipfli for the services rendered under this Engagement Letter and any corresponding Change Order, provided that the foregoing limitation shall not apply in the event of Wipfli's fraud or willful misconduct. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform the services described in the Engagement Letter, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation made by a member of Client's management that has caused, in any respect, Wipfli's breach of contract or negligence.

### 14. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

### 15. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

### 16. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**Wipfli LLP**  
**Professional Services Terms and Conditions – Tax Services**

17. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at [www.creativeplanning.com](http://www.creativeplanning.com). **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

18. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

19. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

20. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

21. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

22. Disclosure Regarding Investment Advisory Introductions

Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC which in turn owns Creative Planning, LLC, an SEC registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as a Creative investment adviser representative ("IAR"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as a Creative investment adviser representative ("IAR").

If Client subsequently engages Creative, Creative will in most cases share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a











# COVE CONDOMINIUM ASSOCIATION INC\_Engagement Letter\_12/31\_2023\_411827

Final Audit Report

2024-01-08


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 Document e-signed by Gail Joyce (gfjoyce26@aol.com)

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 Agreement completed.

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