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|---|--|---|
| <b>Form 5500-SF</b><br><br>Department of the Treasury<br>Internal Revenue Service<br><br>Department of Labor<br>Employee Benefits Security Administration<br><br>Pension Benefit Guaranty Corporation | <b>Short Form Annual Return/Report of Small Employee Benefit Plan</b><br><br>This form is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA), and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).<br><br><b>▶ Complete all entries in accordance with the instructions to the Form 5500-SF.</b> | OMB Nos. 1210-0110<br>1210-0089<br><br><b>2020</b><br><br><b>This Form is Open to Public Inspection</b> |
|---|--|---|

|  |   |
|--|---|
| <b>Part I</b>  | <b>Annual Report Identification Information</b>   |
| For calendar plan year 2020 or fiscal plan year beginning <u>01/01/2020</u> and ending <u>12/31/2020</u> |   |
| <b>A</b>   | This return/report is for: <input checked="" type="checkbox"/> a single-employer plan <input type="checkbox"/> a multiple-employer plan (not multiemployer) (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.) |
| <b>B</b>   | This return/report is <input type="checkbox"/> the first return/report <input type="checkbox"/> the final return/report<br><input type="checkbox"/> an amended return/report <input type="checkbox"/> a short plan year return/report (less than 12 months)                               |
| <b>C</b>   | Check box if filing under: <input checked="" type="checkbox"/> Form 5558 <input type="checkbox"/> automatic extension <input type="checkbox"/> DFVC program<br><input type="checkbox"/> special extension (enter description)   |

|                |  |              |  |
|----------------|--|--------------|--|
| <b>Part II</b> | <b>Basic Plan Information</b> —enter all requested information   |              |  |
| <b>1a</b>      | Name of plan<br><u>INFORMED FAMILIES 403 (B) PLAN</u>  | <b>1b</b>    | Three-digit plan number (PN) ▶ <u>001</u>              |
|                |  | <b>1c</b>    | Effective date of plan<br><u>06/01/1994</u>            |
| <b>2a</b>      | Plan sponsor's name (employer, if for a single-employer plan)<br>Mailing address (include room, apt., suite no. and street, or P.O. Box)<br>City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)<br><u>INFORMED FAMILIES/THE FLORIDA FAMILY PARTNERSHIP</u><br><u>PEGGY SAPP</u><br><u>2490 CORAL WAY, STE 201</u><br><u>CORAL GABLES, FL 33145</u> | <b>2b</b>    | Employer Identification Number (EIN) <u>59-2231894</u> |
|                |  | <b>2c</b>    | Sponsor's telephone number<br><u>305-856-4886</u>      |
|                |  | <b>2d</b>    | Business code (see instructions)<br><u>624100</u>      |
| <b>3a</b>      | Plan administrator's name and address <input checked="" type="checkbox"/> Same as Plan Sponsor.  | <b>3b</b>    | Administrator's EIN                                    |
|                |  | <b>3c</b>    | Administrator's telephone number                       |
| <b>4</b>       | If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report.<br><b>a</b> Sponsor's name<br><b>c</b> Plan Name  | <b>4b</b>    | EIN  |
|                |  | <b>4d</b>    | PN   |
| <b>5a</b>      | Total number of participants at the beginning of the plan year .....   | <b>5a</b>    | <u>9</u>   |
| <b>b</b>       | Total number of participants at the end of the plan year .....   | <b>5b</b>    | <u>9</u>   |
| <b>c</b>       | Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item).....  | <b>5c</b>    | <u>6</u>   |
| <b>d(1)</b>    | Total number of active participants at the beginning of the plan year .....  | <b>5d(1)</b> | <u>9</u>   |
| <b>d(2)</b>    | Total number of active participants at the end of the plan year .....  | <b>5d(2)</b> | <u>9</u>   |
| <b>e</b>       | Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested .....  | <b>5e</b>    |  |

**Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.**

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including, if applicable, a Schedule SB or Schedule MB completed and signed by an enrolled actuary, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

|                  |   |            |  |
|------------------|---|------------|--|
| <b>SIGN HERE</b> | Filed with authorized/valid electronic signature. | 10/12/2021 | JOHN HOFMANN   |
|                  | Signature of plan administrator                   | Date       | Enter name of individual signing as plan administrator       |
| <b>SIGN HERE</b> | Filed with authorized/valid electronic signature. |            | JOHN HOFMANN   |
|                  | Signature of employer/plan sponsor                | Date       | Enter name of individual signing as employer or plan sponsor |

For Paperwork Reduction Act Notice, see the Instructions for Form 5500-SF.

Form 5500-SF (2020)  
v.200204

- 6a** Were all of the plan's assets during the plan year invested in eligible assets? (See instructions.) ..... ☒ Yes ☐ No
- b** Are you claiming a waiver of the annual examination and report of an independent qualified public accountant (IQPA) under 29 CFR 2520.104-46? (See instructions on waiver eligibility and conditions.) ..... ☒ Yes ☐ No
- If you answered "No" to either line 6a or line 6b, the plan cannot use Form 5500-SF and must instead use Form 5500.**
- c** If the plan is a defined benefit plan, is it covered under the PBGC insurance program (see ERISA section 4021)? ..... ☐ Yes ☐ No ☐ Not determined
- If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year ..... (See instructions.)

**Part III Financial Information**

| <b>7 Plan Assets and Liabilities</b>   |              | <b>(a) Beginning of Year</b> | <b>(b) End of Year</b> |
|--|--------------|------------------------------|------------------------|
| <b>a</b> Total plan assets .....   | <b>7a</b>    | 1028322                      | 1188129                |
| <b>b</b> Total plan liabilities .....  | <b>7b</b>    | 0                            | 0                      |
| <b>c</b> Net plan assets (subtract line 7b from line 7a) .....                                       | <b>7c</b>    | 1028322                      | 1188129                |
| <b>8 Income, Expenses, and Transfers for this Plan Year</b>  |              | <b>(a) Amount</b>            | <b>(b) Total</b>       |
| <b>a</b> Contributions received or receivable from:  |              |                              |                        |
| <b>(1)</b> Employers .....   | <b>8a(1)</b> | 750                          |                        |
| <b>(2)</b> Participants .....  | <b>8a(2)</b> | 25000                        |                        |
| <b>(3)</b> Others (including rollovers) .....  | <b>8a(3)</b> |                              |                        |
| <b>b</b> Other income (loss) .....   | <b>8b</b>    | 134197                       |                        |
| <b>c</b> Total income (add lines 8a(1), 8a(2), 8a(3), and 8b) .....                                  | <b>8c</b>    |                              | 159947                 |
| <b>d</b> Benefits paid (including direct rollovers and insurance premiums to provide benefits) ..... | <b>8d</b>    |                              |                        |
| <b>e</b> Certain deemed and/or corrective distributions (see instructions) .                         | <b>8e</b>    |                              |                        |
| <b>f</b> Administrative service providers (salaries, fees, commissions) .....                        | <b>8f</b>    | 140                          |                        |
| <b>g</b> Other expenses .....  | <b>8g</b>    |                              |                        |
| <b>h</b> Total expenses (add lines 8d, 8e, 8f, and 8g) .....   | <b>8h</b>    |                              | 140                    |
| <b>i</b> Net income (loss) (subtract line 8h from line 8c) .....                                     | <b>8i</b>    |                              | 159807                 |
| <b>j</b> Transfers to (from) the plan (see instructions) .....                                       | <b>8j</b>    |                              |                        |

**Part IV Plan Characteristics**

- 9a** If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:  
2M 2J
- b** If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

**Part V Compliance Questions**

| <b>10 During the plan year:</b>   |            | <b>Yes</b> | <b>No</b> | <b>Amount</b> |
|---|------------|------------|-----------|---------------|
| <b>a</b> Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? (See instructions and DOL's Voluntary Fiduciary Correction Program) .....                       | <b>10a</b> |            | X         |               |
| <b>b</b> Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 10a.) .....  | <b>10b</b> |            | X         |               |
| <b>c</b> Was the plan covered by a fidelity bond? .....   | <b>10c</b> |            | X         |               |
| <b>d</b> Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty? .....   | <b>10d</b> |            | X         |               |
| <b>e</b> Were any fees or commissions paid to any brokers, agents, or other persons by an insurance carrier, insurance service, or other organization that provides some or all of the benefits under the plan? (See instructions.) ..... | <b>10e</b> |            | X         |               |
| <b>f</b> Has the plan failed to provide any benefit when due under the plan? .....  | <b>10f</b> |            | X         |               |
| <b>g</b> Did the plan have any participant loans? (If "Yes," enter amount as of year-end.) .....  | <b>10g</b> |            | X         |               |
| <b>h</b> If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.) .....  | <b>10h</b> |            | X         |               |
| <b>i</b> If 10h was answered "Yes," check the box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3 .....   | <b>10i</b> |            |           |               |

**Part VI Pension Funding Compliance**

**11** Is this a defined benefit plan subject to minimum funding requirements? (If "Yes," see instructions and complete Schedule SB (Form 5500) and lines 11a and b below.) If this is a defined contribution pension plan, leave line 11 blank and complete line 12 below. ☐ Yes ☐ No

**a** Enter the unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 **11a**

**b PBGC missed contribution reporting requirements.** If the plan is covered by PBGC and the amount reported on line 11a is greater than \$0, has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

- ☐ Yes.
- ☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.
- ☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.
- ☐ No. Other. Provide explanation \_\_\_\_\_

**12** Is this a defined contribution plan subject to the minimum funding requirements of section 412 of the Code or section 302 of ERISA? (If "Yes," complete line 12a or lines 12b, 12c, 12d, and 12e below, as applicable.) If this is a defined benefit pension plan, leave line 12 blank and complete line 11 above. ☐ Yes ☒ No

**a** If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions, and enter the date of the letter ruling granting the waiver. Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**If you completed line 12a, complete lines 3, 9, and 10 of Schedule MB (Form 5500), and skip to line 13.**

**b** Enter the minimum required contribution for this plan year **12b**

**c** Enter the amount contributed by the employer to the plan for this plan year **12c**

**d** Subtract the amount in line 12c from the amount in line 12b. Enter the result (enter a minus sign to the left of a negative amount) **12d**

**e** Will the minimum funding amount reported on line 12d be met by the funding deadline? ☐ Yes ☐ No ☐ N/A

**Part VII Plan Terminations and Transfers of Assets**

**13a** Has a resolution to terminate the plan been adopted in any plan year? ☐ Yes ☒ No

If "Yes," enter the amount of any plan assets that reverted to the employer this year. **13a**

**b** Were all the plan assets distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC? ☐ Yes ☒ No

**c** If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

| <b>13c(1)</b> Name of plan(s): | <b>13c(2)</b> EIN(s) | <b>13c(3)</b> PN(s) |
|--------------------------------|----------------------|---------------------|
|                                |                      |                     |



October 7, 2021

**CONFIDENTIAL**

Informed Families/The Florida  
Family Partnership  
2490 Coral Way, Ste 201  
Coral Gables, FL 33145

RE: Informed Families 403 (B) Plan

Dear Informed Families/The Florida:

Enclosed are a copy of your Engagement Letter and the following return that we prepared from information provided by you without verification or audit.

Short Form Annual Return/Report of Small Employee Benefit Plan (5500-SF)

We suggest that you examine the return(s) carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing the return(s). Please follow the instructions carefully.

Also enclosed is any material you furnished for use in preparing the return(s). If the return(s) is (are) examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

KSDT & Co., LLC



October 7, 2021

Informed Families/The Florida  
2490 Coral Way, Ste 201  
Coral Gables, FL 33145

Dear Informed Families/The Florida:

We (also referred to as "we," "us" or the "Firm") are pleased to confirm our acceptance and our understanding of the services we will provide for Informed Families/The Florida (referred to as the "Company," "you" or "your") for the year ended December 31, 2020. This engagement letter (including the Terms and Conditions attached Appendix A incorporated herein by reference) confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The term "Party" will individually identify either our Firm and/or the Company, and the term "Parties" will collectively identify and refer to both our Firm and the Company. The term "our personnel" will identify our past, current and future partners, shareholders, members, officers, directors, employees, agents and representatives.

***Tax Engagement Objective and Scope***

We will prepare the following federal and state tax returns for the year ended December 31, 2020:

U.S. Annual Return/Report of Employee Benefit Plan (Form 5500)  
Quarterly Estimated Tax Payments, as required (on a "safe harbor" basis)

We will also prepare any bookkeeping entries that we find necessary in connection with preparation of the income tax returns noted above.

You will provide us with a trial balance and other supporting data necessary to prepare your tax returns. You must provide us with accurate and complete information. **Income from all sources, including those outside of the U.S., is required.** Appendix B provides additional information regarding the most common filing requirements that relate to international matters. Please review this Appendix if you have any international activities or assets, and contact us with any questions regarding your reporting requirements.

It is your responsibility to provide on a timely basis all the information required for the preparation of complete and accurate returns. We rely upon the accuracy and completeness of both the information you provide in rendering professional services to you.

Should we not receive such information and assistance from you with sufficient time to complete the returns, then you acknowledge that we can give no assurances that the returns will be fully completed and ready for your review and signature, and subsequent filing with the required taxing authorities, prior to the due date for each return.

You are responsible for determining your tax filing obligations with any state or local tax

authorities, including, but not limited to income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you of this responsibility. If you ask us to prepare these returns as part of this engagement, this request will be confirmed in writing and additional charges will apply. The preparation of any such additional returns will be subject to the terms of this engagement letter.

We will not prepare any tax returns except those identified above without your request and our written consent to do so. We will prepare your tax returns solely from information that you will provide to us. We have not been engaged to, and will not, prepare financial statements. We will not audit or otherwise verify the information and data you submit to us, although we may ask you to clarify certain information.

We will prepare the tax returns listed in this engagement letter solely for filing with the Internal Revenue Service ("IRS") and state and local tax authorities as identified above. Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose. You agree to indemnify, release, defend and hold us and our personnel harmless with respect to any and all damages, claims, liabilities, losses, and costs (including legal fees of counsel and/or an expert of our own choosing at all trial and appellate levels) arising from the use of the tax returns for any purpose other than filing with the IRS and state and local tax authorities regardless of the nature of the claim, including the negligence of any party.

This engagement is limited to the professional services outlined above and does not extend to any other periods for which we are not engaged. The engagement is subject to the Terms and Conditions as outlined in Appendix A attached hereto.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. We will not review the payment of any invoice or bills by you. Our engagement does not include any procedures designed to detect errors, fraud, or theft, should any exist. Therefore, our engagement cannot be relied upon to disclose to you such matters. We will advise you with regard to tax positions taken in the preparation of the tax returns, but you must make all decisions with regard to those matters.

We will not audit or otherwise verify the information and data you submit to us to prepare your tax returns, although it may be necessary to ask you for clarification of some of the information. Our work in connection with the preparation of the tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist.

THIS ENGAGEMENT LETTER SHALL BE GOVERNED AND ITS TERMS CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS TO BE PERFORMED IN THAT STATE.

The arrangements described in this letter will be updated annually and for each separate engagement for professional services we propose to provide to the Company.

Any electronic signature transmitted through DocuSign/ESign or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature. Counterpart signatures are acceptable. **If we do not receive from you the original of this letter, in fully executed form, but we receive from you a completed copy of the enclosed tax organizer and/or supporting documentation requested by therein, or upon the filing of your returns, including your signature on Form 8879 or equivalent version related to the specific tax return for electronic filing, then all such instances shall be deemed to evidence and**

**will constitute your acceptance of all of the terms set forth above. If, however, we receive from you no response to this engagement letter, then we will not proceed to provide you with any professional services, and will not prepare your income tax returns.**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*KABAT, SCHERTZER, DE LA TORRE, TARABOULOS & Co.*

Kabat, Schertzer, De La Torre, Taraboulos & Co.

**APPROVED BY Informed Families/The Florida:**

**Signed:** *Peggy B. Sapp* Date 10/12/2021

By: Peggy B. Sapp Title: President & CEO  
Print Name

Enclosures:

Appendix A Terms and Conditions

Appendix B International Tax Matters

## APPENDIX A

### ***CPA Firm Responsibilities***

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services ("SSTs") issued by the American Institute of Certified Public Accountants ("AICPA") and U.S. Treasury Department Circular 230 ("Circular 230"). It is our duty to perform services with the same standard of care that a reasonable income tax preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

We will prepare your tax returns based upon your filing status (single, married filing jointly, married filing separately, head of household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact us immediately.

#### Confidentiality

If the tax returns prepared in connection with this engagement are filed using the married filing jointly filing status, both spouses are deemed to be clients of the Firm under the terms of this engagement letter. Both individuals acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement letter. We are at liberty to share with either of you, without prior consent of the other, documents and other information concerning the preparation of your tax returns. You also acknowledge that unless we are notified otherwise in advance and in writing, we may construe an instruction from either of you to be an instruction on your joint behalf.

#### Bookkeeping assistance

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the tax returns. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. We will request your approval before rendering these services. Additional charges will apply for such services.

#### Prior year review

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement and for an additional fee.

#### Government inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. You may request our assistance in responding to such an inquiry. However, such additional services are not included in our fees for preparation of the tax returns. In the absence of any other written communication documenting such additional services, our services will continue to be governed by the terms of this engagement letter and subject to additional charges.

Your returns may be selected for review by the taxing authorities. In the event of an audit or examination, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in our fees for preparation of the tax returns. In the absence of any other written communication documenting such additional services, our services will continue to be governed by the terms of this engagement letter and subject to additional charges.

#### Tax Advice

Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include, but are not limited to, the IRC, tax regulations, Revenue Rulings, Revenue Procedures, private letter rulings, state laws, rules and regulations, and court decisions. We will not update our advice after the conclusion of this tax engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in Circular 230, §10.37, Requirements for Written Advice.

#### Third-party requests

We will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns. We do not communicate with third parties or provide them with copies of tax returns.

#### Third-Party Service Providers

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### ***Arguable Positions***

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is substantial support for doing so. If there are conflicting interpretations of the law, 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 the Internal Revenue Code ("IRC"), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court cases. If the IRS, state or local tax authorities later contest the position taken, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby defend, indemnify, release, and hold us and our personnel harmless from any liability including but not limited to, additional tax, penalties, interest, and related professional fees (including those of counsel and/or any experts of own choosing at all trial and appellate levels).

### ***Communications Regarding Tax Advice***

The 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 tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to defend, release, indemnify and hold us and our personnel harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees (for any attorney of our own choosing through all trial and appellate levels), court costs, outside adviser's costs (for any expert of our own choosing through all trial and appellate levels), or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

In accordance with federal law, in no case will we disclose your tax return information to any location outside the United States, to another tax return preparer outside of our Firm for purposes of a second opinion, or to any other third party for any purpose other than to prepare your return without first receiving your consent.

### ***Client Responsibilities***

#### **Documentation and Accuracy**

We rely upon the accuracy and completeness of the information you provide (whether written or oral) in rendering professional tax services to you.

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, and deductions on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it, if necessary, to respond to any audit or inquiry by tax authorities. You agree to defend, indemnify, release, and hold us and our personnel harmless from any liability including but not limited to, additional tax, penalties, interest, attorneys' fees and expenses, and professional fees (of counsel and/or any expert of our own choosing at all trial and appellate levels) resulting from the disallowance of tax deductions due to inadequate documentation.

To the best of your knowledge, all the information submitted to us shall be correct and shall include all income, deductions, and other information necessary for the preparation of income tax returns. You are responsible for keeping contemporaneous records of your business expenses and business and your personal expenses (as the case may be) and personal use of any property used by you during the periods covered by the returns referenced in this engagement letter. We will be available to answer your inquiries on specific tax matters and to consult with you on income tax planning, for which our fees will be determined in accordance with the Fee Adjustments provision of this engagement letter.

We do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. It is our policy to keep copies of records for three years. By signing this engagement letter, you acknowledge and agree that upon the expiration of the three year period, we are free to destroy these records.

#### **Availability of Records and Personnel**

You agree that all records, documentation, and information we request in connection with our services will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

#### **Employment records**

You are responsible for obtaining Form I-9, Employment Eligibility Verification, from each new employee at the time of employment. In addition, Federal Form W-4, Employee's Withholding Allowance Certificate, and the applicable state equivalent should be retained for all employees. Failure to obtain these forms may subject an employer to penalties. Additional state requirements related to employment records may exist. At your written request, we are available to provide answers to your questions on required documentation as part of this engagement and subject to additional fees.

#### **Worker classification**

You acknowledge and confirm that you, in consultation with other professional advisors, as needed, are responsible for determining the correctness of any worker classification. Payroll tax withholding and related employer payroll tax implications result from this determination. We recommend obtaining a signed contract and signed Form W-9, Request for Taxpayer Identification Number and Certification, from all independent contractors. You should also issue a Form 1099-MISC, Miscellaneous Income, to all unincorporated independent contractors to whom you pay \$600 or more for services. At your written request, we are available to provide answers to your questions on required documentation as part of this engagement and subject to additional fees.

#### **Personal expenses**

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by necessary records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

#### **On-line access to information**

To the extent you provide our Firm, for any aspect of this tax engagement, with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

#### **Other income, losses and expenses**

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements and authorizations to conduct business within the state.

#### Business management and fiduciary duties

This tax engagement does not include business management for you. We will not review the payment of any invoice or bills by you. If an amount appears unusual or out of the ordinary, we will call it to your attention, but we do not take any responsibility in the discovery of, and our tax engagement cannot be relied upon to disclose, any errors, irregularities, fraud, or illegal acts that may exist. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our tax return preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. Our responsibility is limited to the period covered by our tax engagement and does not extend to any later periods for which we are not engaged. We have no responsibility to identify and communicate deficiencies in any of the internal controls you employ. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise you with regard to tax positions taken in the preparation of the tax returns, but you must make all decisions with regard to those matters.

You are responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of your financial records, and the full and accurate disclosure to us of all relevant facts affecting the returns. You also have final responsibility for the tax return and, therefore, the appropriate company officials and/or individuals (as the case may be) should review the return carefully before an authorized officer and/or you sign(s) it.

We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of this tax engagement. We will not audit or otherwise verify the information and data you submit to us to prepare your tax returns, although it may be necessary to ask you for clarification of some of the information. Our work in connection with the preparation of the tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist.

#### Ultimate responsibility for filing returns

You have final responsibility for your tax returns. We will provide you with a copy of your electronic tax returns and accompanying schedules and statements for review prior to filing with the IRS and state and local tax authorities, as applicable. You agree to review and examine them carefully for accuracy and completeness.

Your tax returns will be electronically filed ("e-filed") where required or allowable by the applicable tax authorities. You will be required to verify and sign a completed Form 8879, *IRS e-file Signature Authorization*, and any similar state and local equivalent authorization form if any such tax returns are identified above, before your returns can be filed electronically. In accordance with federal and state law, we cannot release any tax returns for e-filing until we are in physical receipt of your signed e-file authorization forms plus any other documentation required by law for e-filing. Additional documentation requirements and/or fees may apply for paper filed returns.

In the event that you do not wish to have your tax returns filed electronically, please contact us. Additional procedures will apply. If paper returns are to be filed, you will be responsible for reviewing the paper returns for accuracy, signing them, and filing them timely with the tax authorities. To the extent any returns are paper filed, you remain responsible for filing/mailing all necessary documents. We assume no responsibility for the filing or mailing of any paper tax returns, tax forms, disclosures, or statements with taxing authorities. We assume no responsibility for the payment of any amounts due, regardless of filing method.

#### Indemnification

You agree to indemnify, release, defend, and hold us and personnel harmless with respect to any and all damages, claims, liabilities, losses, and costs (including legal fees of counsel and/or fees of an expert of our own choosing at all trial and appellate levels) arising from the use of the tax returns for any purpose other than filing with the IRS, and any state and local tax authorities as identified above, regardless of the nature of the claim, including the negligence of any party.

#### ***Confidentiality, Ownership, and Retention of Workpapers***

With respect to financial, statistical and personnel data which is confidential, and which is submitted to or obtained by us in order to carry out our services we will instruct our personnel to keep such information confidential.

We may receive requests for information in our possession arising out of this engagement. The requests may come from governmental agencies, courts or other tribunals. If permitted, we will notify you of any request for information prior to responding. In certain proceedings an accountant-client privilege may exist. You agree that we are not under any obligation to assert any privilege to protect the release of information. You may, prior to the response to any request, initiate legal action to prevent or limit our response. Unless you promptly initiate such action after we notify you at your last known address as reflected in our files, we will release the information requested.

As a result of the services we provide to you pursuant to this engagement letter, and/or as a result of our prior or future services to you, you may request or authorize us, or we may be required or requested to provide testimony, information or documents (pursuant to a government regulation, subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement letter and we shall be entitled to compensation for our professional time (at our then current hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel and/or any expert of our own choosing through all trial and appellate levels) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Our records and files, including our workpaper documentation whether kept on paper or electronic media, are our property, constitute our confidential information, and are not a substitute for your own records. Our Firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of three (3) years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events of physical deterioration may result in our Firm's records being unavailable before the expiration of the above retention period.

We do not keep any of your original records, so we will return those to you upon the completion of this engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

Except as set forth above, you agree that we may destroy paper originals and copies of any documents, including without limitation,

correspondence, agreements, and representation letters, and retain only digital images thereof.

We, as well as other accounting firms, participate in a peer review program, covering our accounting practices. This program requires that once every three (3) years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for their review. If it is, they are bound by professional standards to keep all information confidential.

We retain ownership of the working papers produced by us in connection with the performance of services under this engagement letter. Upon your written request, access to these working papers other than described above may, at our sole discretion, be granted if there is a specific business purpose for such review, and you will be billed for such access at our then current hourly rates. We will evaluate each written request independently. You acknowledge and agree that we will have no obligation to provide such access or to provide copies of our work papers without regard to whether access has been granted with respect to any prior request.

#### ***Electronic Data Communication and Storage***

In the interest of facilitating our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement. To the extent you provide us, for any aspect of this tax engagement, with access to electronic data via a local or online database from which we will download your trial balance or other information, you agree that the data is accurate as of the date and time you authorize it to be downloaded.

#### ***Newsletters and Similar Communications***

You authorize us to use any tax information provided to or obtained by us during the preparation of the tax returns for purposes of mailing to you our newsletters, surveys, published articles, press releases, information concerning our seminars, non-tax related services, and announcements related to our personnel. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not, by themselves, constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you. The duration of this consent is for the entire period of time that you are a client of our Firm or until you unsubscribe from any newsletters or other information sent by us.

#### ***Disclaimer of Legal and Investment Advice***

Our services under this engagement letter do not constitute legal or investment advice unless we are specifically engaged to provide investment advice in the *Engagement Objective and Scope* section of this engagement letter. We recommend that you retain legal counsel and investment advisors to provide such advice.

#### ***Timing of the Engagement***

We expect to begin our services upon receipt of this fully executed engagement letter, the completed 2019 income tax organizer (in the case of an individual return), the business' financial information and all documents requested either in the organizer or by us. Our services will conclude upon the earlier of:

- the filing and acceptance of your 2019 tax returns by the appropriate tax authorities and mailing or delivery of non-electronically filed tax returns (if any) for your review and your filing with the appropriate tax authorities,
- written notification by either you or us that the engagement is terminated, or
- one year from the execution date of this engagement letter.

#### ***Extensions of Time to File Tax Returns***

The original filing due date for your federal tax return is August 2, 2021, and state filings are generally due on or after that date. **Due to the high volume of tax returns prepared by our Firm, the information needed to complete the tax returns must be received no later than three weeks prior to the deadline so that the returns may be completed by the original filing due dates.**

It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

**To the extent you wish to engage our Firm to apply for extensions of time to file tax returns on your behalf, you must notify us of this request in writing. We will not file these applications unless we receive a fully executed copy of this engagement letter and your express written authorization to file for an extension. In some cases, your signature may be needed on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.**

We are available to discuss this matter with you at your request. Additional charges will apply for such services.

#### ***Preparation and Disclosure Standards***

The Internal Revenue Code ("IRC") 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 before completing the preparation of the return. If we conclude that we are obligated to disclose a position

and you refuse to permit disclosure, we reserve the right to withdraw from the tax services portion of 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 the withdrawal. Our engagement with you will terminate upon our withdrawal.

#### Reliance on Others

If you wish to take a tax position based upon the advice of another tax advisor, you agree to obtain a written statement from the advisor confirming that the position should meet the "realistic possibility," "substantial authority," or "more likely than not" standard, as applicable. In preparing your federal tax return, we are subject to a diligence as to accuracy regarding reliance on others standard, as defined in revisions to Circular 230, §10.22(b). To the extent a position is based upon the advice of another tax advisor, prior to preparing or signing the tax return, AICPA SSTS No. 1 also requires us to have a good faith belief that the position has, at a minimum, a realistic possibility of being sustained administratively or judicially on its merits, if challenged. Additional charges for our professional fees will apply to such research.

#### Listed Transactions and Other Reportable Transactions

The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS whose primary purpose is tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. You agree to advise us of any reportable transactions identified under tax laws and regulations. You agree that it is solely your decision to disclose any reportable transactions in the returns we prepare for you.

You acknowledge your responsibility to inform us of any listed transactions or other reportable transactions as designated by the IRS. You agree to defend, release, indemnify, and hold us and our personnel harmless with respect to any liability including but not limited to, additional tax, penalties, interest, attorneys' fees and expenses, and professional fees (of counsel and/or any expert of our own choosing and through all trial and appellate levels) resulting from your failure to timely notify us, in writing, of all such transactions in order to facilitate the timely preparation and filing of your tax returns.

#### Tax Shelters

Section 506 of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 requires us, as tax return preparers, to conform to a higher standard than the taxpayer when an undisclosed tax position is related to a tax shelter as defined in IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, or a reportable transaction to which IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, applies. This higher standard requires the preparer to have a reasonable belief that the undisclosed tax position would more likely than not be sustained on its merits if challenged by the IRS, and that there be a reasonable basis for the tax treatment. We may have to spend additional time preparing your federal return due to the research and analysis necessary to meet the standard, and such additional time will be subject to a Fee Adjustment. Accordingly, by executing this engagement letter, you acknowledge that you are aware of this difference in standards, and consent to our preparation of your federal tax return in accordance with the standards applicable to this Firm as tax preparers.

#### ***Penalties and Interest Charges***

Federal, state, and local tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

We rely on the accuracy and completeness of the information you provide to us in connection with the preparation of your tax returns. Failure to disclose or inadequate disclosure of income or tax positions may result in the imposition of penalties and interest charges.

#### Substantial Understatement Penalties

The IRS and many states impose penalties for substantial understatement of tax on both taxpayers and tax preparers. If you would like information on the amount or the circumstances of these penalties, please contact us.

To avoid the substantial understatement penalty, you must have substantial authority to support the tax treatment of the item challenged by the IRS or adequate disclosure of the item. To fulfill the adequate disclosure requirement, you may be required to attach to your tax return a completed IRS Form 8275, Disclosure Statement, or 8275-R, Regulation Disclosure Statement, which discloses all relevant facts. A disclosed tax position that meets the reasonable basis standard must have some authority supporting the position and be more than simply arguable.

You agree to advise us if you wish to disclose a tax treatment on your return. If you request our assistance in identifying or performing further research to ascertain if there is "substantial authority" for the proposed position to be taken on the tax item(s) in your returns, we will confirm this representation in a separate engagement letter. It is your responsibility to contact us if additional assistance is required.

If we conclude as a result of our research that you are required to disclose a transaction on your tax return, you consent to attach a completed Form 8275 or 8275-R to your tax return for filing after we discuss the situation with you. You also agree to defend, indemnify, release and hold us and our personnel harmless from any and all actual and consequential damages (including but not limited to tax, penalties, interest, attorneys' fees and expenses and professional fees) you incur, as well as any damages, claims, liabilities, losses, and attorneys' fees and costs (of counsel and/or any expert of our own choosing and through all trial and appellate levels) as a result of including such disclosures with your filed tax return regardless of the nature of the claim, including the negligence of any party.

Unless an undisclosed tax position meets the "realistic possibility" standard, as applicable, we will be unable to prepare the return and will withdraw from this tax engagement.

#### ***Independence and Staff Recruitment***

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our services if we also perform an audit or review of your financial statements. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if, during the period of our services, you hire one of our personnel, you agree to pay us a fee equal to 25% of that individual's annual base compensation within ninety (90) days from the first day of employment.

If at any time, we believe that our independence has been or will be compromised, we may be required to modify, or recall and modify, our review report to reflect our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our then standard hourly rates.

### ***E-mail Communications***

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

### ***Dispute Resolution, Indemnification and Limitation of Liability***

It is our goal to maintain a constructive and positive relationship with you. If for any reason you are dissatisfied with the quality or costs of our services, please let us know so we can discuss and, hopefully, rectify the problem. Should we be unable to amicably resolve any such dispute, we believe a prompt and fair resolution, without the time and expense of formal court proceedings, would be in our mutual interests. To this end, the Parties to this engagement letter agree that if any dispute, controversy, or claim arises in connection with the performance or breach of this engagement letter (including disputes regarding the validity or enforceability of this engagement letter), either Party may, upon written notice to the other Party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both Parties and shall require the best efforts of the Parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each Party may disclose any facts to the other Party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent arbitration or litigation against the disclosing Party. Except as agreed by both Parties, the facilitator and the Parties shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either Party in any subsequent arbitration or litigation between the Parties.

Such facilitated negotiations shall take place at a mutually convenient location located in Miami, Florida and shall conclude within ninety (90) days from receipt of the written notice unless extended by mutual consent. The Parties may also agree at any time to terminate or waive facilitated negotiations. The results of this facilitated negotiation shall be binding only upon agreement of each Party to be bound.

The costs and legal fees (if any) incurred by each Party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the Parties.

### **Binding Arbitration**

If any dispute, controversy, or claim arises in connection with the performance or breach of this engagement letter (including disputes regarding the validity or enforceability of this engagement letter) and cannot be resolved by facilitated negotiations (or the Parties agree to waive that process), then such dispute, controversy, or claim shall be settled solely by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for Accounting and Related Services ("Rules"). The arbitration proceeding shall take place in Miami, Florida, unless the Parties agree to a different locale.

Such arbitration shall be conducted before a panel of three (3) persons, one (1) chosen by each Party, and the third (3<sup>rd</sup>) selected by the two (2) Party-selected arbitrators. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

Notwithstanding anything to the contrary contained in the AAA's Rules, all of the parties to any such arbitration proceedings shall each exchange (each an "exchanging party"):

- (a) copies of all documents and information which may be introduced into evidence by any such exchanging party along with a list of such documents and information. Any document or information not so listed and produced may not be introduced into evidence by that exchanging party at the arbitration proceeding;
- (b) a list of the names, business and residential addresses, and business and cellular telephone numbers of all persons who may testify at any such arbitration proceeding, along with a summary of the expected testimony. Any person not so listed may not be called as a witness by that exchanging party; and
- (c) for any expert witness to be called by an exchanging party, such exchanging party shall provide the other parties to the arbitration proceedings with a written expert report prepared in compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. The other parties to the arbitration shall then have an opportunity to disclose either an opposing expert witness or additional opinions in opposition by a previously disclosed expert witness, and in either case otherwise furnish to the other parties to the arbitration a written report of such opposing expert opinions prepared in compliance with said Rule 26(a)(2)(B). Each party to the arbitration shall be entitled to depose in a single deposition the other parties' expert witness(es), and to request that the expert witness bring certain enumerated and listed documents to his or her deposition, and any such deposition shall not last longer than eight (8) hours. Failure of any party to an arbitration to disclose any expert and expert opinions as required pursuant to this subparagraph (c) shall result in that party being precluded from presenting any expert testimony at the arbitration proceedings.

No other depositions or discovery shall be permitted.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both Parties, as determined by the arbitration panel, including but not limited to (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitration panel; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, shall be borne entirely by the non-prevailing Party, if one is designated by the arbitration panel. In any event, our maximum liability to you for any reason, including our negligence, relating to the services under this engagement letter shall be limited to the fees paid to us for the services or work product giving rise to the liability, except to the extent finally determined to have resulted from the gross negligence or willful misconduct on our part.

In agreeing to binding arbitration, you and we both acknowledge and agree that each is giving up the right to have any dispute, controversy, or claim decided in a court of law and instead both agree to accept the use of arbitration as the sole means for resolution.

**IN AN ABUNDANCE OF CAUTION AND WITHOUT ANY WAIVER TO HAVE ANY DISPUTES DECIDED BY BINDING ARBITRATION AND NOT BY LITIGATION IN ANY COURT OF LAW, WE AND YOU EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR YOU.**

**Indemnification and Limitation of Liability**

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by you and our relationship with you shall be governed by the laws of the State of Florida.

As a result of the services we provide to you pursuant to this letter, and/or as a result of our prior or future services to you, we may be required or requested to provide testimony, information or documents (pursuant to a subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement and we shall be entitled to compensation for our time (at our then current hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel of our own choosing) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

In the event that we are or may be obligated to pay any cost, liability, loss, settlement, judgment, fine, penalty or similar award or sanction, including without limitation, reasonable attorneys' fees and expenses (at all trial and appellate levels) as a result of a claim, demand, investigation, or other proceeding (in court, arbitration or otherwise) instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you hereby agree to indemnify, defend, and hold us and our personnel harmless from and against all such obligations, claims, liabilities, losses, and costs and from any suits, claims, or demands of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and expenses, and/or fees and expenses of any expert, at all trial and appellate levels.

YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY NEGLIGENT ERRORS OR OMISSIONS COMMITTED BY US IN THE PERFORMANCE OF THIS TAX RETURN PREPARATION ENGAGEMENT WILL BE LIMITED TO THE AMOUNT OF THE FEES FOR THIS ENGAGEMENT, EXCEPT TO THE EXTENT DETERMINED TO RESULT FROM STRICT LIABILITY, OR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL EITHER YOU OR OUR FIRM BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS ENGAGEMENT AND ENGAGEMENT LETTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER YOU OR OUR FIRM BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS ENGAGEMENT AND ENGAGEMENT LETTER.

BECAUSE OF THE IMPORTANCE OF YOUR MANagements REPRESENTATIONS TO THE EFFECTIVE PERFORMANCE OF OUR PROFESSIONAL SERVICES, YOU WILL RELEASE US AND OUR PERSONNEL FROM ANY CLAIMS, LIABILITIES, COSTS, AND EXPENSES RELATING TO OUR SERVICES UNDER THIS ENGAGEMENT AND ENGAGEMENT LETTER ATTRIBUTABLE TO ANY WRITTEN AND ORAL MISREPRESENTATIONS MADE TO US AND OUR PERSONNEL BY YOU AND/OR ANY MEMBER OF YOUR MANAGEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, PROCEEDING, INVESTIGATION, DEMAND, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, SETTLEMENT, JUDGMENT, FINE, PENALTY, SIMILAR AWARD OR SANCTION, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN ADDITION, YOU FURTHER AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD US AND OUR PERSONNEL HARMLESS FOR ANY LIABILITY AND ALL REASONABLE COSTS, INCLUDING LEGAL FEES AND EXPENSES (AT ALL TRIAL OR APPELLATE LEVELS OF COUNSEL AND/OR ANY EXPERT OF OUR SOLE CHOOSING) THAT WE MAY INCUR AS A RESULT OF OUR SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER IN THE EVENT THERE ARE KNOWING MISREPRESENTATIONS MADE TO US BY YOU AND/OR ANY MEMBER OF YOUR MANAGEMENT.

ALL DEFENSE, RELEASE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS RECITED IN THIS ENGAGEMENT LETTER SHALL SURVIVE THE COMPLETION AND/OR TERMINATION OF THIS ENGAGEMENT AND THIS ENGAGEMENT LETTER.

YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, AGREE TO ASSIGN OR TRANSFER ANY CLAIM AGAINST US OR OUR PERSONNEL ARISING OUT OF THIS ENGAGEMENT TO ANYONE.

***Professional Fees***

JOHN L. HOFMANN is the engagement partner or manager and is responsible for supervising the engagement. Our professional fee for the services outlined above will be based upon the complexity of the work to be performed, and our professional time at our standard billing rates, as well as out-of-pocket expenses. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the tax returns.

For returning clients: Please be aware that if all other factors remain substantially equal to the prior year, we expect your current year billings to increase approximately 5% - 10% over last year's billings as a result of an annual increase in our standard hourly billing rates and increased complexity in the tax law.

All invoices are due and payable within 21 days upon receipt. Invoices over 30 days old will incur a late fee of 5% plus interest of 1% per month on the unpaid balance until paid in full.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses. In accordance with our firm policies, work may be suspended if invoices are 60 days or more overdue and will not be resumed until your account is paid in full. In such instance, we will also have the right to withdraw from this engagement upon notice to you.

We will schedule this engagement based in part on agreed upon deadlines, working conditions, availability of your key personnel and your preparedness. We plan this engagement based on the assumption that you and your personnel will cooperate and provide assistance by performing needed tasks and answering questions that arise in the course of our procedures. The fees stated above are based upon the complexity of the work to be performed, and our professional time. In addition, each of these fees depends upon the timely delivery, availability, quality, accuracy, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we issue our report. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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 or we can no longer rely on the integrity of management), subject in either case to our right to payment for charges incurred to the date of termination or resignation.

In the event that we determine to resign, and you seek damages allegedly resulting from such resignation, our maximum liability to you in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for the professional services at issue up to the date of the resignation.

#### ***Entire Agreement***

This engagement letter constitutes the entire agreement and understanding between you and this Firm for the services which are the subject of this engagement letter and replaces and supersedes all previous proposals, correspondence, and understandings, oral or written, and all other communications between the Parties relating to the engagement subject matter.

This engagement letter may not be modified in any respect unless in writing and signed by all of the Parties hereto. You may request that we perform additional permissible services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue under the same terms and conditions as those covered by this engagement letter.

The waiver by any Party hereto of any provision of this engagement letter shall not operate or be construed as a waiver of any subsequent breach by any Party.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### ***Severability***

If any portion of this engagement letter is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this engagement letter shall each remain in effect.

#### ***Signatures***

Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature.

Counterpart signatures are acceptable.

## APPENDIX B

### U.S. filing obligations related to foreign financial assets

As part of your filing obligations, you are required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign assets, so we may properly advise you regarding your filing obligations. These assets include any interests you directly or indirectly hold in businesses located in a foreign country, any assets or financial accounts located in a foreign country over which you have signature authority, and any interests as a settlor or beneficiary of a foreign trust.

We will also use this data to inform you of any additional filing requirements that we become aware of in the course of our work. These filing requirements may include, but are not limited to, the following:

*FinCEN Form 114, Report of Foreign Bank and Financial Accounts ("FBAR")*

*Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts*

*Form 3520-A, Annual Information Return of Foreign Trust With a U.S. Owner* - This return is due on March 15

*Form 5471, Information Return of U.S. Persons With Respect to Certain Foreign Corporations* - This form is filed as part of your federal income tax return

*Form 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships* - This form is filed as part of your federal income tax return

*Form 8938, Statement of Specified Foreign Assets* - This form is filed as part of your federal income tax return

### Penalties

Failure to file required forms related to international assets and/or activities can result in the imposition of both civil and criminal penalties, which may be significant.

### Foreign filing obligations

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.



## **Filing Instructions**

### **Informed Families/The Florida Family Partnership**

### **Short Form Annual Return/Report of Small Employee Benefit Plan**

**Taxable Year Ended December 31, 2020**

**Date Due:** October 15, 2021

**Remittance:** None is required. Your Form 5500-SF for the tax year ended 12/31/20 has been filed electronically and is not required to be mailed. Mailing a paper copy of Form 5500-SF to EBSA will delay the processing of your return.

**Signature:** We will electronically file your return using the Service Provider Designation method, which with your authorization, allows KSDT & Co., LLC to manage the plan's annual filing process to electronically file Form 5500-SF. Please review your Form 5500-SF for the tax year ended December 31, 2020 and, as Plan Administrator, **sign and date the following two documents:**

- The 2020 Form 5500-SF *efile* Signature Authorization form.
- Form 5500-SF Page 1, where indicated.

These will be scanned and included with the electronically filed return.

After signing both documents, please fax or mail them as noted below:

KSDT & Co., LLC  
9300 S Dadeland Blvd Ste 600  
Miami, FL 33156-2721

Fax number: 305-670-3390

## 2020 Form 5500-SF *e-file* Signature Authorization

Informed Families/The Florida Family Partnership  
Informed Families 403 (B) Plan 001  
2490 Coral Way, Ste 201  
Coral Gables, FL 33145

Employer Identification Number: 59-2231894

Client Identification Number: INFO1894

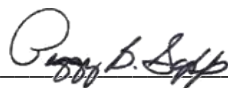
You, as plan administrator, are authorizing that KSDT & Co., LLC electronically file the 2020 Form 5500-SF for Informed Families 403 (B) Plan as an EFAST2 Service Provider.

### Authorization

As plan administrator for Informed Families 403 (B) Plan, I authorize KSDT & Co., LLC to electronically file Form 5500-SF for the tax year 2020. I understand that a PDF copy of the first two pages of the manually signed form will be submitted to EFAST2 with the electronic file, and that the image of my signature will be included with the rest of the return / report posted by the Department of Labor on the internet for public disclosure.

Please sign and date below:

Plan Administrator Authorization



Date: 10/12/2021

**Form 5500-SF**Department of the Treasury  
Internal Revenue ServiceDepartment of Labor  
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

**Short Form Annual Return/Report of Small Employee Benefit Plan**

This form is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA), and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500-SF.**

OMB Nos. 1210-0110

1210-0089

**2020****This Form is Open to  
Public Inspection****Part I Annual Report Identification Information**

For calendar plan year 2020 or fiscal plan year beginning and ending

- A** This return/report is for: ☒ a single-employer plan ☐ a multiple-employer plan (not multiemployer) (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)
- B** This return/report is: ☐ the first return/report ☐ the final return/report  
☐ an amended return/report ☐ a short plan year return/report (less than 12 months)
- C** Check box if filing under: ☒ Form 5558 ☐ automatic extension ☐ DFVC program  
☐ special extension (enter description)

**Part II Basic Plan Information**—enter all requested information

|   |  |   |            |
|---|--|---|------------|
| <b>1a</b> Name of plan<br><b>INFORMED FAMILIES 403 (B) PLAN</b>   |  | <b>1b</b> Three-digit plan number (PN) ▶                            | <b>001</b> |
|   |  | <b>1c</b> Effective date of plan<br><b>06/01/1994</b>               |            |
| <b>2a</b> Plan sponsor's name (employer, if for a single-employer plan)<br>Mailing address (include room, apt., suite no. and street, or P.O. Box)<br>City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)<br><b>INFORMED FAMILIES/THE FLORIDA FAMILY PARTNERSHIP</b><br><b>PEGGY SAPP</b><br><b>2490 CORAL WAY, STE 201</b><br><br><b>CORAL GABLES FL 33145</b> |  | <b>2b</b> Employer Identification Number<br>(EIN) <b>59-2231894</b> |            |
|   |  | <b>2c</b> Sponsor's telephone number<br><b>305-856-4886</b>         |            |
|   |  | <b>2d</b> Business code (see instructions)<br><b>624100</b>         |            |
| <b>3a</b> Plan administrator's name and address <input checked="" type="checkbox"/> Same as Plan Sponsor.   |  | <b>3b</b> Administrator's EIN                                       |            |
|   |  | <b>3c</b> Administrator's telephone number                          |            |
| <b>4</b> If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report.<br><b>a</b> Sponsor's name<br><b>c</b> Plan Name  |  | <b>4b</b> EIN   |            |
|   |  | <b>4d</b> PN  |            |
| <b>5a</b> Total number of participants at the beginning of the plan year .....  |  | <b>5a</b>   | <b>9</b>   |
| <b>b</b> Total number of participants at the end of the plan year .....   |  | <b>5b</b>   | <b>9</b>   |
| <b>c</b> Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item) .....   |  | <b>5c</b>   | <b>6</b>   |
| <b>d(1)</b> Total number of active participants at the beginning of the plan year .....   |  | <b>5d(1)</b>  | <b>9</b>   |
| <b>d(2)</b> Total number of active participants at the end of the plan year .....   |  | <b>5d(2)</b>  | <b>9</b>   |
| <b>e</b> Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested .....  |  | <b>5e</b>   | <b>0</b>   |

**Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.**

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including, if applicable, a Schedule SB or Schedule MB completed and signed by an enrolled actuary, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

|                  |                                    |                 |  |
|------------------|------------------------------------|-----------------|--|
| <b>SIGN HERE</b> |                                    |                 | <b>JOHN HOFFMANN</b>   |
|                  | Signature of plan administrator    | Date            | Enter name of individual signing as plan administrator       |
| <b>SIGN HERE</b> |                                    |                 |  |
|                  | Signature of employer/plan sponsor | Date 10/12/2021 | Enter name of individual signing as employer or plan sponsor |

- 6a** Were all of the plan's assets during the plan year invested in eligible assets? (See instructions.) ☒ Yes ☐ No
- b** Are you claiming a waiver of the annual examination and report of an independent qualified public accountant (IQPA) under 29 CFR 2520.104-46? (See instructions on waiver eligibility and conditions.) ☒ Yes ☐ No
- If you answered "No" to either line 6a or line 6b, the plan cannot use Form 5500-SF and must instead use Form 5500.**
- c** If the plan is a defined benefit plan, is it covered under the PBGC insurance program (see ERISA section 4021)? ☐ Yes ☐ No ☐ Not determined
- If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year \_\_\_\_\_ (See instructions.)

**Part III Financial Information**

| <b>7</b> Plan Assets and Liabilities   |              | <b>(a) Beginning of Year</b> | <b>(b) End of Year</b> |
|--|--------------|------------------------------|------------------------|
| <b>a</b> Total plan assets   | <b>7a</b>    | 1028322                      | 1188129                |
| <b>b</b> Total plan liabilities  | <b>7b</b>    | 0                            | 0                      |
| <b>c</b> Net plan assets (subtract line 7b from line 7a)                                       | <b>7c</b>    | 1028322                      | 1188129                |
| <b>8</b> Income, Expenses, and Transfers for this Plan Year                                    |              | <b>(a) Amount</b>            | <b>(b) Total</b>       |
| <b>a</b> Contributions received or receivable from:  |              |                              |                        |
| <b>(1)</b> Employers   | <b>8a(1)</b> | 750                          |                        |
| <b>(2)</b> Participants  | <b>8a(2)</b> | 25,000                       |                        |
| <b>(3)</b> Others (including rollovers)  | <b>8a(3)</b> |                              |                        |
| <b>b</b> Other income (loss)   | <b>8b</b>    | 134,197                      |                        |
| <b>c</b> Total income (add lines 8a(1), 8a(2), 8a(3), and 8b)                                  | <b>8c</b>    |                              | 159,947                |
| <b>d</b> Benefits paid (including direct rollovers and insurance premiums to provide benefits) | <b>8d</b>    |                              |                        |
| <b>e</b> Certain deemed and/or corrective distributions (see instructions)                     | <b>8e</b>    |                              |                        |
| <b>f</b> Administrative service providers (salaries, fees, commissions)                        | <b>8f</b>    | 140                          |                        |
| <b>g</b> Other expenses  | <b>8g</b>    |                              |                        |
| <b>h</b> Total expenses (add lines 8d, 8e, 8f, and 8g)   | <b>8h</b>    |                              | 140                    |
| <b>i</b> Net income (loss) (subtract line 8h from line 8c)                                     | <b>8i</b>    |                              | 159,807                |
| <b>j</b> Transfers to (from) the plan (see instructions)                                       | <b>8j</b>    |                              |                        |

**Part IV Plan Characteristics**

- 9a** If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:  
**2M 2J**
- b** If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

**Part V Compliance Questions**

| <b>10</b> During the plan year:   |            | <b>Yes</b> | <b>No</b> | <b>Amount</b> |
|---|------------|------------|-----------|---------------|
| <b>a</b> Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? (See instructions and DOL's Voluntary Fiduciary Correction Program)                       | <b>10a</b> |            | X         |               |
| <b>b</b> Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 10a.)  | <b>10b</b> |            | X         |               |
| <b>c</b> Was the plan covered by a fidelity bond?   | <b>10c</b> |            | X         |               |
| <b>d</b> Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?   | <b>10d</b> |            | X         |               |
| <b>e</b> Were any fees or commissions paid to any brokers, agents, or other persons by an insurance carrier, insurance service, or other organization that provides some or all of the benefits under the plan? (See instructions.) | <b>10e</b> |            | X         |               |
| <b>f</b> Has the plan failed to provide any benefit when due under the plan?  | <b>10f</b> |            | X         |               |
| <b>g</b> Did the plan have any participant loans? (If "Yes," enter amount as of year-end.)  | <b>10g</b> |            | X         |               |
| <b>h</b> If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)  | <b>10h</b> |            | X         |               |
| <b>i</b> If 10h was answered "Yes," check the box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3   | <b>10i</b> |            |           |               |

**Part VI Pension Funding Compliance**

|           |   |  |
|-----------|---|--|
| <b>11</b> | Is this a defined benefit plan subject to minimum funding requirements? (If "Yes," see instructions and complete Schedule SB (Form 5500) and lines 11a and b below.) If this is a defined contribution pension plan, leave line 11 blank and complete line 12 below ..... | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>a</b>  | Enter the unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 .....  | <b>11a</b>   |
| <b>b</b>  | <b>PBGC missed contribution reporting requirements.</b> If the plan is covered by PBGC and the amount reported on line 11a is greater than \$0, has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:               |  |
|           | <input type="checkbox"/> Yes.   |  |
|           | <input type="checkbox"/> No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.   |  |
|           | <input type="checkbox"/> No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.                    |  |
|           | <input type="checkbox"/> No. Other. Provide explanation _____   |  |

|  |   |   |
|--|---|---|
| <b>12</b>  | Is this a defined contribution plan subject to the minimum funding requirements of section 412 of the Code or section 302 of ERISA? .....   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                   |
|  | (If "Yes," complete line 12a or lines 12b, 12c, 12d, and 12e below, as applicable.) If this is a defined benefit pension plan, leave line 12 blank and complete line 11 above.                            |   |
| <b>a</b>   | If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions, and enter the date of the letter ruling granting the waiver. .... Month   Day   Year |   |
| <b>If you completed line 12a, complete lines 3, 9, and 10 of Schedule MB (Form 5500), and skip to line 13.</b> |   |   |
| <b>b</b>   | Enter the minimum required contribution for this plan year .....  | <b>12b</b>  |
| <b>c</b>   | Enter the amount contributed by the employer to the plan for this plan year .....   | <b>12c</b>  |
| <b>d</b>   | Subtract the amount in line 12c from the amount in line 12b. Enter the result (enter a minus sign to the left of a negative amount) .....   | <b>12d</b>  |
| <b>e</b>   | Will the minimum funding amount reported on line 12d be met by the funding deadline? .....  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

**Part VII Plan Terminations and Transfers of Assets**

|               |  |   |
|---------------|--|---|
| <b>13a</b>    | Has a resolution to terminate the plan been adopted in any plan year? .....  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|               | If "Yes," enter the amount of any plan assets that reverted to the employer this year .....  |   |
| <b>b</b>      | Were all the plan assets distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC? .....  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>c</b>      | If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.) |   |
| <b>13c(1)</b> | <b>13c(2)</b> EIN(s)   | <b>13c(3)</b> PN(s)   |
|               |  |   |

**Informed Families/The Florida  
Family Partnership  
2490 Coral Way, Ste 201  
Coral Gables, FL 33145**

**Summary Annual Report for the  
Informed Families 403 (B) Plan**

This is the summary annual report for the Informed Families 403 (B) Plan , EIN 59-2231894, Plan number 001 for the period January 1, 2020 to December 31, 2020. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

The U.S. Department of Labor's regulations require that an independent qualified public accountant audit the plan's financial statements unless certain conditions are met for the audit requirement to be waived. This plan met the audit waiver conditions for the year ended December 31, 2020 and therefore has not had an audit performed. Instead, the following information is provided to assist you in verifying that the assets reported in the Form 5500 were actually held by the plan.

The plan's assets were either qualifying employer securities, loans to participants, or held in individual participant accounts with investments directed by participants and beneficiaries and with account statements from regulated financial institutions furnished to the participant or beneficiary at least annually.

Your rights to additional information

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report.

To obtain a copy of the full annual report, or any part thereof, write or call the office of Informed Families/The Florida Family Partnership, who is the plan administrator, 2490 Coral Way, Ste 201, Coral Gables, FL, 33145, 305-856-4886. These portions of the report are furnished without charge.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions or the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan:

Informed Families/The Florida  
Family Partnership  
Plan Sponsor

2490 Coral Way, Ste 201  
Coral Gables, FL 33145  
59-2231894

and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to:

Public Disclosure Room  
Room N-1513  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210