

Sandi Schreiber  
President  
Appointed by Mayor  
Jan. 1, 2024 to Dec. 31, 2027

Luke Lefever  
Member  
Appointed by Mayor  
Feb. 6, 2025 to Jan. 1, 2027

Willie L. Brown  
Secretary  
Appointed by Mayor  
Jan. 1, 2024 to Dec. 31, 2027



Dina Harris  
Vice President  
Appointed by Council  
Jan. 1, 2024 to Dec. 31, 2027

Cindy Ostrom  
Member  
Appointed by Council  
Feb. 1, 2026 to Dec. 31, 2027

**AGENDA FOR AURORA CAPITAL DEVELOPMENT CORPORATION  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
Tuesday, April 14, 2026 at 3:30 pm**

**THIS MEETING WILL BE HELD IN PERSON AND ELECTRONICALLY VIA WEBEX**

To join, go to

<https://signin.webex.com/join>

Enter **2343 874 4804** as the event number and **ACDC4** as the event password.

To join by phone, call **415-655-0001** enter **2343 874 4804##**

*Press \* 6 to unmute telephone*

1. Call to Order
2. Approval of March 10, 2026 Regular Meeting Minutes
3. Approval of March 2026 ACDC Expenses
4. Approval of Baker Tilly Employment for ACDC Tax Preparation
5. Adjournment

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Aurora Capital Development Corporation  
Meeting Minutes  
Tuesday, March 10, 2026

Present: Dina Harris, Sandi Schreiber, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), and Mike Huber

Present via Webex:

**Call to Order:**

This meeting was held in-person, telephonically and virtually through WEBEX. Mrs. Schreiber called the meeting to order at 3:33 pm

**Approval of Regular Meeting Minutes:**

Mrs. Schreiber asked for a motion to approve February 10, 2026, Regular Meeting minutes. The motion was moved by Ms. Harris. Second by Ms. Ostrom. Voice vote carried with all in favor. Minutes are approved.

**February 2026 ACDC Expense Report**

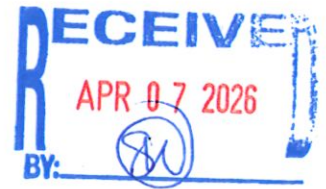
Mrs. Schreiber asked for a motion to approve the February 2026 ACDC Expense Report in the amount of \$1,259. The motion was moved by Ms. Harris. Second by Ms. Ostrom. Voice vote carried with all in favor. Motion approved.

**Adjournment**

There being no further discussion, Mrs. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote carried with all in favor. Motion approved. Meeting adjourned at 3:35 pm.

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Sandra Schreiber, President



**STEVE WATTS CONSULTING, LLC INVOICE**  
**AURORA CAPITAL DEVELOPMENT CORPORATION**

31-Mar-26

DATE	ACTIVITY	HRS/MI		AMOUNT
3/4/2026	Review Assignment of Rents/Leases Review Delinquencies both portfolios	.25hr	split	\$12.50
3/11/2026	Email Leo Rodriquez re: his restaurant	.25hr		\$25.00
3/12/2026	Creat letter to Gary Boyn re: Aurora 30% Gty of 523 Tap & Grill, Inc. & Katina Anagnos loans	.75hr	split	\$37.50
3/16/2026	Email to Steve Clark General Mgr & General Council for R Yoder Construction Co. re: Zoom meeting agenda	.25hr	split	\$12.50
3/17/2026	Set up meeting with Steve Clark, Geneeral Mgr & General Cousel R Yoder Construction for new business development	.25hr	split	\$12.50
3/18/2026	Drive to LCB Goshen to pick up checks	.8334hr	split	\$41.67
	Drive from Lake City Bank, Goshen	.25hr	split	\$12.50
	Site Visit Leo's Restaurant	16mi/\$.67	split	\$5.36
	Drive from Elkhart Home	.75hr	split	\$37.50
	Mileage reimbursement	72mi/\$.67	split	\$24.12
	Review City Recommendations re: website Aurora application form	1.5hr		\$150.00
	Meet with Leo Rodriquez, Maria Rojas and City Development Staff re: his working capital needs	1.5hr		\$150.00
	Email Jamie Demitruck of Cressy Commercial property mgmt re: Leo's Lease copies Research Latino Services (CPA for L & email Daisy Torres Email to Leo Rodriquez regarding PFS Email summary to Drew Wynes, Maria Rojas, Mora Thalia & Mike Huber re: meeting w/Leo	1.33 hrs		\$133.00
3/19/2026	Review PTR Leo Rodriquez 2023	.25hr		\$25.00

	Verbal discussion with Kirby of I & M regarding I & M incentive programs for cities. Emailed Mike Huber as follow-up to this discussion	.25hr		\$25.00
3/23/2026	Email to Maria Rojas & Joni Johnson re: respective follow-up itmes Email to Latino Tax Services re: Leo tax return questions Save Rodriquez PTR's for '23,'24 & '25 Time with Ryan Wannerton to handle Microsoft update with Chamber system	2.25 hrs	split	\$112.50
3/24/2026	Respond to inquiry with City from B & B Equipment regarding tax incentives & others offered by City for a new business location, moving or expanding here from Minn. Shred with Drew Wynes & suggested EBC contact as well	.5hr		\$50.00
3/25/2026	Phone call with Layla Burdt, co-owner of B & B Equipment w/ husband Lance Gathered brief history of the business, how they purchased it and what their plans are for possible location in Elkhart	2.25hr		\$225.00
	Forward information regarding Aurora & Gateway to Steve Clark of R Yoder Construction in anticipation of our Zoom meeting on 3/26.	.25hr	split	\$12.50
	Follow-up on B & B Equipment inquiry	.25hr		\$25.00
3/26/2026	Zoom call w/Steve Clark, General Mgr & General Counsel of R Yoder Construction re: services offered by Aurora & Gateway for his clients or potential tenants of his clients for loans	.75hr	split	\$37.50
	Follow-up email to Lyla Burke of B & B Equipment w/ Copy to Drew Wynes recommending a conference call with the City & EDC	.50hr		\$50.00
3/30/2026	Email follow-up w/Jan Martin/LCB re: contact for set up of technical exception process for Aurora & Gateway portfolios w/LCB	.5hr	split	\$25.00

system

Review PTR/BTR of Leo Rodriquez for '23,'24 & '25  
anticipating a loan application from him for  
Aurora

.5hr

\$50.00

**TOTAL DUE**

**\$1,291.65**



April 02, 2026

Sandra Schreiber, President  
Aurora Capital Development Corporation  
229 S Second Street  
Elkhart, IN 46516

RE: Engagement Letter for Tax Compliance Services

Dear Ms. Schreiber:

Thank you for allowing Baker Tilly Advisory Group, LP (Baker Tilly, we, our) to serve as your tax accountants and advisors.

This engagement letter and the enclosed *Engagement Terms – Tax Services* collectively set forth the understanding of the nature and scope of the services to be performed, the fees we will charge for these services, and the terms under which the services will be performed. In addition, this letter delineates the responsibilities of Baker Tilly and Aurora Capital Development Corporation in connection with the services to be provided under this engagement.

### Summary of Services

We will prepare and sign as preparer the federal income and state information tax returns for the tax year beginning January 1, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025, as identified in the enclosed *Listing of Returns to be Prepared*.

We will prepare and file the necessary extension request(s) to ensure timely compliance with applicable filing deadlines.

If your activities have changed or are being conducted in states in addition to those in which you filed tax returns last year, it is your responsibility to inform us. This engagement does not include a determination of filing requirements in any additional states. If a determination or nexus study of additional state filing requirements appears to be necessary, we will discuss that issue with you and determine whether additional services will be needed and whether a separate engagement letter may also be required. The scope of our work does not include an analysis as to whether any of your activities constitute an unrelated trade or business. If this engagement includes the preparation of Form 990-T, that work will be based on the same activities reported as unrelated business income in the prior year. If you are engaging in any activities in addition to those previously reported on Form 990-T, it is your responsibility to notify us so we can determine whether these activities are required to be reported as well.

Our work in connection with preparing your returns does not include any procedures designed to assure continued exempt status of your organization. Exempt organizations are at risk of losing exempt status if they engage in transactions that are considered private benefit or private inurement transactions. The client organization and its officers may be subject to certain penalties for transactions that result in an excess benefit transaction pursuant to the intermediate sanctions rules as provided in the Internal Revenue Code and regulations promulgated thereunder. Our work in connection with preparing your returns does not include any procedures designed to assure that private benefit and private inurement transactions do not exist; and does not assure the prevention of intermediate sanctions.

Sandra Schreiber  
Aurora Capital Development Corporation

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In certain cases, Form 990 is subject to public disclosure and therefore is open to review by the public. You have the final responsibility for reviewing each item on your return which may be subject to public disclosure. If a special analysis of private benefit, private inurement or intermediate sanctions is requested by the Organization, such services will require a separate engagement letter specifically identifying the scope of such procedures.

Unless otherwise agreed to in writing, you will be responsible for preparing and filing all other tax or information returns required to be filed with the applicable authorities including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, etc.

### **Additional Work Required Due to Tax Law Changes**

Through activities in Congress, Department of Treasury and state legislatures, the laws directly impacting your tax filings are subject to change at any moment. Any such changes have the potential to impact tax positions and may require additional analysis and computations beyond what was originally anticipated, thus requiring a fee adjustment. Before we begin any such incremental work, we will discuss the changes with you and provide an estimate of the additional fees expected to be incurred. Our fee associated with any additional time that we spend on such issues will be based on our standard hourly rates for the level of staff performing the services.

### **Additional Services**

During the term of this engagement letter we may suggest, or you may request, that we provide services outside the scope of services described in the Summary of Services section above. If these additional services are either closely related to the engagement and expected to cost less than \$10,000, or are minor and require minimal time (such as answering a quick question), they may be provided under the authority of this engagement letter and the attached Engagement Terms – Tax Services. **All such additional services must be mutually agreed upon and documented in writing or electronic communication.**

### **Our Responsibilities**

We will perform the services in accordance with the Statements on Standards for Tax Services (“SSTS”) issued by the American Institute of Certified Public Accountants (“AICPA”); U.S. Treasury Department Circular 230 (“Circular 230”), and the Internal Revenue Code, Treasury Regulations, and any applicable state/local corollaries (collectively, “the Code”). Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

### **Your Assistance**

It is your responsibility to provide all the information required for the performance of the tax services outlined in *Summary of Services* above. You agree to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper tax treatment of such matters. You also agree to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

Sandra Schreiber  
Aurora Capital Development Corporation

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You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and is supported by records as required by law. You should retain all documents and other data that support items reported on your returns. These may be necessary to prove the accuracy and completeness of your returns to a taxing authority. You have the final responsibility for your returns and, therefore, you should review them carefully before you sign them. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you to clarify some of the information. **To the extent the information that you provide is incorrect, incomplete or has other errors, we are not responsible for how those errors impact the correctness of your return.** Our work in connection with the preparation of your tax returns does not include any procedures designed to discover defalcations, irregularities or abusive tax shelter transactions, should any exist.

### **Tax Return Preparer Standards and Related Matters**

Prior to engaging our services, it is important you are aware of the standards that will be applied to preparing, signing and filing such returns. Internal Revenue Code (IRC) section 6694 and the related Treasury Regulations provide that a tax return preparer may sign a tax return only if there is substantial authority for all tax positions reflected in the return, or alternatively, there is disclosure of any tax position that has a reasonable basis but lacks the support of substantial authority. This standard corresponds with the taxpayer standard that relates to the avoidance of a penalty for a substantial understatement of tax. Positions claimed on a tax return that lack a reasonable basis could subject taxpayers to a substantial understatement of tax penalty, even if such positions are disclosed on the return. Professionals cannot sign returns with tax positions that lack a reasonable basis.

With respect to any transaction deemed to be a tax shelter there is a higher minimum standard of "more-likely-than-not" which must be satisfied for any benefits to be claimed on a tax return. Disclosure of the tax position does not remove this minimum standard for tax shelter positions.

As a result of the existence of these standards, our professional standards and related due diligence may require us to evaluate all tax positions to be reflected on your federal tax returns to determine if such tax positions meet the substantial authority standard. As noted above, certain positions may be required to be disclosed to the federal, and in some cases, the state tax authorities.

It is not possible for us to know in advance whether any tax positions to be reflected on your returns may require additional analysis. Therefore, we cannot estimate in advance the additional amount of fees that may be associated with any such effort, if it becomes necessary. We will advise you of any tax positions that require further analysis and discuss the associated fees with you prior to undertaking the additional effort necessary to reach a conclusion in compliance with these standards.

### **Foreign Bank Reporting**

The federal government requires U.S. persons which have any interest in, or signature authority over, a foreign bank, securities or other financial account to report such interest on Form 114, Report of Foreign Bank and Financial Accounts (formerly Form TD F 90-22.1), if the aggregate value of such accounts exceeds \$10,000 at any time during the year. U.S. persons include U.S. citizens, U.S. residents and entities including, but not limited to corporations, partnerships or limited liability companies created or organized in the U.S. or under the laws of the U.S. and trusts and estates formed under the laws of the U.S. Please inform us if you have any foreign bank accounts, activities or investments, so that we can discuss how we can help you comply with the law.

Sandra Schreiber  
Aurora Capital Development Corporation

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### **Digital Asset Transactions**

The federal income tax return requires taxpayers to address a question about engaging in transactions with digital assets during the tax year. We cannot fully and accurately prepare your returns unless we address this question on your returns. As many digital asset transactions do not generate third-party informational returns it is your responsibility to tell us about any transactions that would require us to affirmatively answer the question.

Beginning with the 2025 tax year, taxpayers may receive Form 1099-DA, Digital Asset Proceeds from Broker Transactions, which reports gross proceeds from the sale or exchange of digital assets. If you receive one or more Forms 1099-DA, we will incorporate the reported transactions into your tax return. Please note that additional fees may apply depending on the volume and complexity of the 1099-DA forms received, as each transaction may require detailed review and reconciliation with your records to ensure accurate reporting. **Any such additional fees must be mutually agreed upon and documented in writing or electronic communication.**

### **Beneficial Ownership Information Reporting**

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

### **Third Party Service Providers and Tax Return Information Disclosure Consent**

We would like to obtain your consent to use and disclose your tax return information for various purposes of benefit to you, as detailed below. Please read the consent below carefully before executing. You are not required to execute this consent to engage our tax services, and we are not conditioning our provision of services on your consent. For the avoidance of doubt, by signing this engagement letter, you are providing your consent to allow Baker Tilly to use and disclose your tax return information for the purposes identified below. You may request to limit the tax return information used or disclosed, and to limit the consented uses and disclosures. You may terminate your consent at any time by providing written notice to Baker Tilly.

You authorize Baker Tilly Advisory Group, LP (Baker Tilly) to use and disclose all of your tax return information for the purposes identified below.

#### I.R.C. § 7216 Client Consent to Use of Tax Return Information (Non-1040)

You authorize Baker Tilly to use your tax return information for the following purposes:

- To identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you.
- To aggregate and anonymize tax return information to analyze, deliver, support, optimize, communicate and market our services and to allow us to provide you and others with other helpful information.

Sandra Schreiber  
Aurora Capital Development Corporation

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I.R.C. § 7216 Client Consent to Disclosure of Tax Return Information (Non-1040)

You authorize Baker Tilly to disclose your tax return information to all Baker Tilly national and international affiliates (including officers, employees, or members thereof who may be located outside the United States; together, "Baker Tilly Entities") and contractors inside and outside the United States providing administrative, tax return preparation and ancillary services ("Outsource Providers") for the following purposes:

- To enable Baker Tilly Entities and Outsource Providers to provide administrative, tax return preparation and ancillary services for Baker Tilly on your behalf.
- To enable Baker Tilly Entities to identify and suggest useful information and services, including attest services, non-tax services such as audit services, financial services, investment advisory services, and consulting services, and additional tax services such as advanced federal and state income tax, indirect tax credits & incentives, international tax, and industry-specific services, and to determine whether such information and services would be valuable to you.

This consent will remain in effect until and unless revoked by your written notice.

**Timing**

We will complete the preparation of your 2024 tax returns as soon as possible and 2025 tax returns so they can be timely filed by the extended due date of your tax return. To meet this filing deadline, we expect to receive the information needed from you within a specified period of time, but at least two months prior to the filing date. Failure to provide complete information and timely assistance may require an adjustment to our completion date. In addition, in the event unforeseen circumstances occur that impact our ability to meet our completion date, we will contact you to discuss an acceptable revised completion date. If an extension of time is required, any tax due with the returns must be paid with the extensions. Any amounts not paid by the original filing deadline may be subject to interest and late payment penalties.

**Fees**

Our fee for this engagement will be \$3,500 for 2024 and \$3,500 for 2025 for a total of \$7,000. Any state return filing will be an additional \$500/form, if required.

For any Additional Services covered by this Engagement Letter, you will pay Baker Tilly a fee based on our standard hourly rates for the level of staff performing the services. In addition to our professional fees, our invoices will include a 5% fee for software, technology and data security, plus travel and subsistence and other out-of-pocket expenses related to the engagement. Interim billings will be submitted on a monthly basis as work progresses and expenses are incurred. Our invoices are due and payable upon receipt.

The amount of our fee for services is based on the assumption that we will receive the complete information and assistance as detailed in this engagement letter on a timely basis. In the event we believe an additional fee is required as the result of an unforeseen difficulty in completing the engagement, a change in the underlying facts or law or your failure to provide complete information and timely assistance, we will inform you promptly and agree on a revised fee with you at that time.

Sandra Schreiber  
Aurora Capital Development Corporation

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We look forward to working with you to complete this engagement. If this engagement letter correctly describes the engagement, please sign one copy and return it to us, along with a copy of the attached *Engagement Terms – Tax Services*. Please retain a copy for your files. If you have any questions or comments regarding the terms of this engagement letter, please call Shelby Netz at 414 777 5857.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP

*Baker Tilly Advisory Group, LP*

Attachment(s):

*Engagement Terms - Tax Services  
Listing of Returns to be Prepared*

The services and terms as set forth in this engagement letter and the enclosed Engagement Terms – Tax Services and Additional Disclosures are agreed to by:

**Signature**

*Sandra Schreiber  
Aurora Capital Development Corporation*

<signature>

<sign date>

***Please ensure that you return ALL pages of the engagement letter and the attached Engagement Terms – Tax Services.***

## **Baker Tilly Advisory Group, LP Engagement Terms - Tax Services**

These Engagement Terms - Tax Services ("Terms"), the Engagement Letter to which they are attached, and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Company by Baker Tilly ("Online Offering") (collectively, the "Agreement") constitute the entire agreement between the client to whom such Engagement Letter is addressed (the "Client") and any other legal entities referred to therein and Baker Tilly Advisory Group, LP ("Baker Tilly", "we", "us", "our"), regarding the services described in the Engagement Letter and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, these Terms and the Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Company's use of the Online Offering. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the Terms of any Engagement Letter, these Terms shall govern.

### **1. Responsibilities of Client**

- a. To ensure an effective and efficient engagement, Client agrees to provide Baker Tilly with all information requested, in a timely manner, and to provide any reasonable assistance as may be required to properly perform the engagement. In performing services under this Agreement, Baker Tilly will rely upon Client personnel for the accuracy and completeness of its records and all other information supplied to us, without independent investigation or verification. Inaccuracy, incompleteness or tardiness in the delivery of information to Baker Tilly, whether or not Client personnel knew or should have known that such information was not complete, accurate or current, could have a material effect on tax returns, our conclusions and the fee for services.
- b. US Treasury Regulations require taxpayers to disclose any tax strategy or transaction that the IRS identifies as: 1) a Listed Transaction; 2) substantially similar to a Listed Transaction; or 3) any other Reportable Transaction. In addition, certain states have similar disclosure requirements. Noncompliance with these rules may result in significant penalties. Client agrees to inform Baker Tilly of participation in any such transactions.
- c. Client agrees to file, unaltered and with appropriate disclosure, the tax returns as prepared by Baker Tilly. Client agrees that Baker Tilly assumes no responsibility and has no liability for any returns altered by Client prior to filing with the taxing jurisdiction. Client is responsible for the timely filing of the returns Baker Tilly prepares and agrees to inform us in writing of any failure to timely file the tax returns.
- d. Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accompanying schedules and statements are true, correct and complete to the best of his or her knowledge. Client is responsible for understanding and agreeing with the various amounts, computations and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly will not perform any management functions or make management decisions for Client in connection with this engagement.
- e. Client is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return. Baker Tilly has no responsibility or liability for Client's failure to maintain adequate documentation.

### **2. Responsibilities of Baker Tilly**

- a. Baker Tilly's services under this Agreement are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. We disclaim all other warranties, either express or implied.
- b. Baker Tilly will perform these services on the basis of the information you have provided and in consideration of the applicable tax laws, regulations and associated interpretations as of the date the services are provided. Tax laws and regulations and/or their interpretation are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. Baker Tilly has no responsibility or liability for such changes occurring after the completion date of this engagement.
- c. Client acknowledges and agrees that any advice, recommendations, information or work product provided to Client by Baker Tilly in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Baker Tilly has no liability or responsibility to any third parties as a result of this engagement and Client agrees to indemnify Baker Tilly accordingly (see Paragraph 3(b)).
- d. Tax returns and other filings are subject to examination by taxing authorities. Baker Tilly will be available to assist Client in the event of an audit of any issue for which Baker Tilly has provided services under this Agreement. Fees for these additional services will be communicated in a separate engagement letter.
- e. The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation, under federal, state or other type of law or regulation.
- f. Baker Tilly may utilize the services of independent contractors in providing services to Client. All such third parties are bound by the same confidentiality requirements as Baker Tilly and its employees. Client hereby consents to disclosure of confidential information necessary to the provision of the related services.
- g. Nothing in this Agreement prevents Baker Tilly from providing services to other clients.

### **3. Limitation on Damages and Indemnification**

- a. THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS CURRENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Engagement Terms - Tax Services

- b. Except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services, Client agrees to indemnify, defend and hold harmless Baker Tilly from and against any and all liabilities incurred or suffered by or asserted against Baker Tilly in connection with a third party claim to the extent resulting from such party's use or possession of or reliance upon Baker Tilly's advice, recommendations, information or work product.
- c. The terms of this Section 3 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.
- d. Client accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within one year from the date the services were provided, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

### 4. Communications and Confidentiality

- a. Communications between Baker Tilly and Client may be privileged and protected from disclosure to the IRS or other governmental authorities in certain circumstances. Baker Tilly will not assert on Client's behalf any claim of privilege unless Client specifically instructs Baker Tilly in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will Baker Tilly assert any claim of privilege that Baker Tilly concludes is not valid. Baker Tilly agrees to cooperate with Client in any effort to assert any privilege with respect to such information, provided Client agrees to hold Baker Tilly harmless from and be responsible for any costs and expenses resulting from such assertion.
- b. Baker Tilly may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify Client, unless otherwise prohibited. In the event Baker Tilly is requested by the Client or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to services rendered to Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.
- c. Baker Tilly may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify Client if disclosure of confidential information is necessary for peer review purposes.
- d. Baker Tilly may communicate electronically with Client or otherwise transmit documents in electronic form during the course of this engagement. Client accepts the inherent risks of electronic forms of communication and agrees that it may rely only upon a final hard copy version of a document or other communication that Baker Tilly transmits to Client unless no such hard copy is transmitted by Baker Tilly to Client.
- e. The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to regulators, Client hereby authorizes us to do so.

### 5. Alternative Dispute Resolution

- a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies hereto of every kind and nature arising out of or in connection with this Agreement and/or the services, or any services subsequently provided to Client by Baker Tilly, as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement and/or the services (each a "Dispute" and together the "Disputes") shall be resolved as set forth in this section using the following procedure. In the unlikely event that a Dispute is not resolved by mutual agreement, the parties to the Dispute agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.
- b. If mediation does not settle the Dispute, then the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services subject to the Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrators. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three arbitrators, experienced in tax matters or resolving tax matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three arbitrators within the thirty (30) day period, the three arbitrators shall be selected according to Rule A-16(a) and (b) of the Rules, except that the AAA shall send an identical list of 15 names to the parties to the arbitration. The arbitrators shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrators have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrators may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

## Engagement Terms - Tax Services

### 6. Termination

Either party may terminate this Agreement at any time upon written notice to the other party. In the event of termination, Client will be responsible for fees earned and expenses incurred through the date termination notice is received. In the event that collection procedures are required, the Client agrees to be responsible for all expenses of collection including related attorneys' fees.

### 7. Personnel

During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during this period will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

### 8. Data Privacy and Security

- a. To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP may co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.
- b. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).
- c. Baker Tilly does not retain any original Client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement.

### 9. Other Matters

- a. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. The provisions of this Agreement, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.
- b. Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
- c. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

## Engagement Terms - Tax Services

### **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Sandra Schreiber  
Aurora Capital Development Corporation

April 02, 2026  
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**Listing of Returns to be Prepared**

Baker Tilly Advisory Group, LP only takes responsibility for the preparation of the following U.S. federal and state tax returns, schedules and other information for the tax year listed in the *Summary of Services*:

<b>Client(s) Name</b>	<b>Forms</b>
Aurora Capital Development Corporation	2024 Federal - 990 - Return of Organization Exempt from Income Tax  2025 Federal - 990 - Return of Organization Exempt from Income Tax