THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2010

NOTIFICATION TO THIRD PARTY USERS OF THIS REPORT

This report was prepared subject to the terms and conditions set forth in an engagement letter (see Attachment A). By relying upon this report, all users shall be deemed to agree to the terms and conditions of that engagement letter. Users intending to rely upon this report should contact the issuer to obtain a copy of its applicable terms and conditions. This report is intended for the exclusive use of the clients of the issuer and others to whom the issuer has expressly granted consent.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

AUDITED FINANCIAL STATEMENTS

DECEMBER 31, 2010

34 SOUTHWEST PARK
WESTWOOD, MA 02090
TEL: 781-407-0300
FAX: 781-407-0303

INDEPENDENT AUDITORS' REPORT

Board of Directors
The Barth Syndrome Foundation, Inc.

We have audited the accompanying statements of financial position of **The Barth Syndrome Foundation, Inc.** (A 501 (c) (3) Organization) as of December 31, 2010 and 2009, and the related statements of activities, functional expenses, and cash flows – indirect method for the years then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **The Barth Syndrome Foundation, Inc.** as of December 31, 2010 and 2009, and the changes in net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

GRAY, GRAY & GRAY, LLP

Gray, Gray & Gray, LLP

March 11, 2011

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

STATEMENTS OF FINANCIAL POSITION

ASSETS

	December 31, 2010	December 31, 2009
ASSETS		
Cash and cash equivalents	$ 538,826	$ 252,470
Investments	1,401,337	1,902,083
Accounts receivable	89,369	145,927
Prepaid expenses	2,969	4,755
TOTAL ASSETS	$ 2,032,501	$ 2,305,235

LIABILITIES AND NET ASSETS

	2010	2009
LIABILITIES		
Accounts payable and accrued expenses	$ 23,062	$ 30,918
Grants payable	76,980	69,997
	100,042	100,915
NET ASSETS		
Unrestricted	1,063,759	1,436,375
Temporarily restricted	868,700	767,945
TOTAL NET ASSETS	1,932,459	2,204,320
TOTAL LIABILITIES AND NET ASSETS	$ 2,032,501	$ 2,305,235

The accompanying notes are an integral part of these financial statements.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

STATEMENTS OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2010 AND 2009

	2010			2009		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
PUBLIC SUPPORT AND REVENUE						
Contributions	$ 394,881	$ 259,875	$ 654,756	$ 338,751	$ 356,020	$ 694,771
Grant income	115,000	-	115,000	-	-	-
Interest income	26,121	-	26,121	59,232	-	59,232
Unrealized loss on investments	(746)	-	(746)	(15,640)	-	(15,640)
Net assets released from restrictions:						
Satisfaction of program restrictions	159,120	(159,120)	-	326,259	(326,259)	-
TOTAL PUBLIC SUPPORT AND REVENUE	694,376	100,755	795,131	708,602	29,761	738,363
EXPENSES						
Program services	902,379	-	902,379	551,816	-	551,816
Management and general	131,225	-	131,225	161,480	-	161,480
Fundraising	33,388	-	33,388	45,652	-	45,652
TOTAL EXPENSES	1,066,992	-	1,066,992	758,948	-	758,948
CHANGES IN NET ASSETS	(372,616)	100,755	(271,861)	(50,346)	29,761	(20,585)
NET ASSETS AT BEGINNING OF YEAR	1,436,375	767,945	2,204,320	1,486,721	738,184	2,224,905
NET ASSETS AT END OF YEAR	$ 1,063,759	$ 868,700	$ 1,932,459	$ 1,436,375	$ 767,945	$ 2,204,320

The accompanying notes are an integral part of these financial statements.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2010

	Program Services	Management and General	Fundraising	Total
Salaries	$ 223,569	$ 60,190	$ 24,817	$ 308,576
Payroll taxes and benefits	52,915	13,419	3,705	70,039
TOTAL PERSONNEL SERVICES	276,484	73,609	28,522	378,615
Research grants	277,968	-	-	277,968
Professional	95,089	36,376	-	131,465
Telephone	8,010	3,055	-	11,065
Office expense	35,342	10,374	3,237	48,953
Printing and publications	9,433	118	-	9,551
Dues and fees	9,276	4,019	1,155	14,450
Transportation	69,337	144	54	69,535
Insurance	-	3,530	-	3,530
Meals	80,561	-	-	80,561
Audio visual expense	35,544	-	-	35,544
Miscellaneous	5,335	-	420	5,755
TOTAL EXPENSES	$ 902,379	$ 131,225	$ 33,388	$ 1,066,992

The accompanying notes are an integral part of these financial statements.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED DECEMBER 31, 2009

	Program Services	Management and General	Fundraising	Total
Salaries	$ 225,700	$ 74,363	$ 36,176	$ 336,239
Payroll taxes and benefits	41,133	17,822	7,737	66,692
TOTAL PERSONNEL SERVICES	266,833	92,185	43,913	402,931
Research grants	144,687	-	-	144,687
Professional	67,870	40,164	-	108,034
Telephone	10,478	4,193	-	14,671
Office expense	11,715	11,266	-	22,981
Printing and publications	3,354	-	-	3,354
Dues and fees	4,841	6,388	1,000	12,229
Transportation	42,038	4,152	739	46,929
Insurance	-	3,132	-	3,132
TOTAL EXPENSES	$ 551,816	$ 161,480	$ 45,652	$ 758,948

The accompanying notes are an integral part of these financial statements.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

STATEMENTS OF CASH FLOWS - INDIRECT METHOD

	Year Ended December 31, 2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ (271,861)	$ (20,585)
Adjustments to reconcile changes in net assets to net cash (used) by operating activities:		
Unrealized loss on investments	746	15,640
Change in operating asset and liabilities:		
Accounts receivable	56,558	(138,692)
Unconditional promises to give	-	125,000
Prepaid expenses	1,786	(4,043)
Accounts payable and accrued expenses	(7,856)	15,337
Grants payable	6,983	(64,846)
NET CASH (USED) BY OPERATING ACTIVITIES	(213,644)	(72,189)
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of investments	(100,000)	(200,000)
Proceeds from redemption of investments	600,000	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	500,000	(200,000)
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	286,356	(272,189)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	252,470	524,659
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 538,826	$ 252,470

The accompanying notes are an integral part of these financial statements.

THE BARTH SYNDROME FOUNDATION, INC.
(A 501 (c) (3) Organization)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2010

NOTE 1 – BUSINESS

Organization – The Barth Syndrome Foundation, Inc. (the "Foundation") is a not-for-profit organization incorporated under the laws of the state of Delaware on September 8, 2000 to be operated for the following purposes: a) to support and educate families with children suffering from Barth Syndrome; b) to fund and facilitate research addressing the causes, diagnosis, treatment, and cure of Barth Syndrome; and c) to raise physician awareness regarding Barth Syndrome (the "Syndrome").

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The presentation follows the recommendation of the Financial Accounting Standards Board under which the Foundation is required to report information regarding its financial position and activities to three classes of net assets:

- *Unrestricted* – Represents all activity without donor imposed restrictions.
- *Temporarily Restricted* – Relates to contributions of cash and other assets with donor stipulations that make clear the assets' restrictions, either due to a program nature or by passage of time.
- *Permanently Restricted* – Relates to contributions of cash and other assets whereby the assets must remain intact due to restrictions placed by the donor. The Foundation had no permanently restricted net assets at December 31, 2010 and 2009.

Contributions – Contributions received are recorded as unrestricted or temporarily restricted support depending on the existence and/or nature of any donor restrictions.

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Cash and Cash Equivalents – Cash and cash equivalents include cash on hand and money market funds which have original maturities of three months or less. The Foundation maintains its cash and money market accounts at institutions they consider to be credit worthy. All cash and money market accounts and CD's held by the Foundation are insured by the Federal Deposit Insurance Corporation (FDIC) or Securities Investor's Protection Corporation (SIPC) at specific limits. During the course of the normal business cycle the Foundation may, at times, maintain cash and cash equivalent balances in excess of the FDIC and SIPC insurance limits. Cash and cash equivalents in excess of insurance limits amounted to $127,864 at December 31, 2010.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated Assets – Donated marketable securities and other non-cash donations are recorded as contributions at their estimated fair values at the date of donation.

Investments – All investments are held in certificates of deposit and are measured at fair value in the statements of financial position. Unrealized gains or losses are included in the changes in net assets. Investment income is reported net of brokerage fees and commissions. Investment transactions are recorded on a trade date basis.

Financial Accounting Standards Board ("FASB") issued an interpretation, "*Fair Value Measurements*", which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. A fair value measurement assumes that the transaction to sell the asset or transfer the liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market. Valuation techniques that are consistent with the market, income or cost approach, as specified by FASB, are used to measure fair value. The fair value hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad levels as follows:

Level 1 – inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities the Foundation has the ability to access.

Level 2 – inputs are inputs (other than quoted prices included within Level 1) that are observable for the asset or liability, either directly or indirectly.

Level 3 – are unobservable inputs for the asset or liability and rely on management's own assumptions about the assumptions that market participants would use in pricing the asset or liability. (The unobservable inputs should be developed based on the best information available in the circumstances and may include the Foundation's own data).

Accounts Receivable and Allowance for Doubtful Accounts – Receivables are recorded at their estimated net realizable value. The Foundation records an allowance for estimated accounts receivable in an amount approximating anticipated losses. Individual uncollectible receivables are written off against the allowance when collection of the individual receivable appears doubtful. At December 31, 2010 and 2009, management determined that no allowance for doubtful accounts was required.

Capitalization Policies – Items of property and equipment with an individual cost in excess of $5,000 are capitalized at cost. Routine maintenance and repair costs and leasehold improvements, which do not materially extend the estimated useful lives of property and equipment, are expensed as incurred.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentrations of Credit Risk – Financial instruments which potentially subject the Foundation to concentrations of credit risk consist principally of money market accounts, investments and accounts receivable. Concentrations of credit risk with respect to accounts receivable is limited due to the majority of the balances are contribution commitments due from board members, BSF affiliates, or companies and individuals associated with the board members.

Grant income – Grants are awarded to the Foundation primarily by private foundations and other non-profit organizations. The grants are deemed to be earned and reported as revenues when expenditures are incurred in compliance with the specific grant restrictions.

Expense Allocation – The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities and in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Management and general expenses include those expenses that are not directly identifiable with any specific programs or fund raising activities but provide for the overall support and direction of the Foundation.

Income Taxes – The Foundation is a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and has not been designated as a private foundation.

The Foundation is required to recognize the financial statement impact of a tax position unless it is more likely than not that the position will be sustained upon examination. Any interest and penalties recognized associated with a tax position would be classified as current in the Foundation's financial statements.

Currently, the 2007, 2008, and 2009 tax years are open and subject to examination by the Internal Revenue Service and in various states that the Foundation is registered. However, the Foundation is not currently under audit nor has the Foundation been contacted by any of these jurisdictions.

Based on the evaluation of the Foundation's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the year ended December 31, 2010.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, results could differ from those estimates.

NOTE 3 – INVESTMENTS

Investments consist of the following at December 31, 2010:

	Cost	Fair Value	Quoted Price Inputs (Level 1)
Certificates of Deposit	$ 1,400,070	$ 1,401,337	$ 1,401,337

Investments consist of the following at December 31, 2009:

	Cost	Fair Value	Quoted Price Inputs (Level 1)
Certificates of Deposit	$ 1,900,095	$ 1,902,083	$ 1,902,083

NOTE 4 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following as of December 31:

	2010			
	Balance 1/1/2010	Contributions	Released from Restrictions	Balance 12/31/2010
Program Restrictions:				
Paula & Woody Varner Science and Medical Fund	$ 146,696	$ 15,735	$ (1,461)	$ 160,970
Science and Medical Fund	621,249	244,140	(157,659)	707,730
Total	$ 767,945	$ 259,875	$ (159,120)	$ 868,700

NOTE 4 – TEMPORARILY RESTRICTED NET ASSETS (CONTINUED)

	2009			
	Balance 1/1/2009	Contributions	Released from Restrictions	Balance 12/31/2009
Program Restrictions:				
Paula & Woody Varner Science and Medical Fund	$ 168,094	$ 21,240	$ (42,638)	$ 146,696
Science and Medical Fund	445,090	334,780	(158,621)	621,249
Total program restrictions	613,184	356,020	(201,259)	767,945
Time restrictions	125,000	-	(125,000)	-
Total	$ 738,184	$ 356,020	$ (326,259)	$ 767,945

NOTE 5 – COMMITMENTS

Grants payable as of December 31, 2010 and 2009 consists of amounts awarded, but not paid, of $76,980 and $69,997, respectively. All are due to be paid within twelve months.

The Foundation is committed to research grants awarded subsequent to year end of approximately $308,000, that are payable in 2011 and 2012.

NOTE 6 – INTERNATIONAL CONFERENCE

The Foundation holds an international conference every two years and the related costs are expensed in the year incurred. The most recent conference was held in July 2010. The conference brings together doctors and scientists involved in the many aspects of the Syndrome to discuss the latest underlying scientific developments and clinical insights. In addition, the conference allows families to obtain the latest information relating to the Syndrome and consult with medical experts from around the world. The families are also provided the opportunity to provide important clinical data and biological samples to the Barth Syndrome Medical Database and Biorepository.

NOTE 7 – DONATED SERVICES

Many individuals volunteer their time and perform a variety of tasks that assist the Foundation with specific programs, campaign solicitation, and various committee assignments. No value has been assigned to these volunteer services, as the criteria for recognition under generally accepted accounting principles have not been satisfied.

NOTE 8 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through March 11, 2011, the date which the financial statements were available to be issued. There were no events noted that required disclosure in these financial statements.

ATTACHMENT A

34 SOUTHWEST PARK
WESTWOOD, MA 02090
TEL: 781-407-0300
FAX: 781-407-0303

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GRAY GRAY & GRAY, LLP
CERTIFIED PUBLIC ACCOUNTANTS
VISION • DIRECTION • SUCCESS
WWW.GGGCPAS.COM

November 10, 2010

Mr. Stephen B. McCurdy
The Barth Syndrome Foundation, Inc.
P. O. Box 618
Larchmont, NY 10538

Dear Mr. McCurdy:

This letter is being written to confirm and specify the terms of our engagement and to clarify the nature and extent of the accounting services we will provide for December 31, 2010.

We will audit the statements of financial position of **The Barth Syndrome Foundation, Inc.** as of December 31, 2010 and 2009, and the related statements of activities, and cash flows for the year then ended.

The objective of our audits is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audits will be made in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express an unqualified opinion that your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and other assets and liabilities by correspondence with selected customers, creditors, and banks. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audits will involve judgment about the number of transactions to be examined and the areas to be tested. Also we will plan and perform the audits so that we may obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. You and the Organization's management are responsible for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets. You and the Organization's management are responsible for establishing and maintaining a sound system of internal control and a culture which promotes the integrity and accuracy of the Organization's financial books and records. We believe this is the best means of preventing or detecting theft, embezzlement, defalcations, illegal acts, errors, fraudulent financial reporting, and misappropriation of assets. If you have any concerns relating to these matters we expect you will speak candidly with us about them. We may be able to assist you in these areas by designing a special engagement specifically to address these matters.

We understand that your employees will prepare all cash, accounts receivable, accounts payable, and other confirmations we request and they will prepare schedules, as requested and locate supporting documents to minimize the time required by our auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audits, we will communicate to you and those charged with governance of internal control related matters that are required to be communicated under professional standards.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to the auditors in the representation letter that the effects of any uncorrected misstatements brought to its attention by the auditors are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (a) management, (b) employees who have significant roles in internal control and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations.

You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the bookkeeping, tax and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. We, in our sole professional judgment, reserve the right to refuse to do any procedures or take any action that could be construed as making management decisions or performing management functions. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

We will not perform management functions or make management decisions on behalf of the Organization. However, we will provide advice and recommendations to assist management in performing its functions and making decisions.

We will prepare the Organization's federal (IRS Form 990) tax return for the year ended December 31, 2010. We will examine when appropriate, assessment notices relative to these returns, advise on tax matters generally, and discuss any matters concerning your taxes with the taxing authorities. Our advice concerning tax matters will relate to the proper tax treatment of transactions already completed and will depend upon the accuracy and completeness of the records provided to us. We will advise you with regard to tax positions taken in the preparation of the tax returns, but the responsibility remains with you. We may require a separate engagement letter for tax planning engagements and/or tax representation matters.

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party of the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Michael L. Cecere is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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You agree to pay a fee of $8,250 for Gray, Gray & Gray's services, plus travel and other out-of- pocket costs. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until satisfactory arrangements for payment can be made. Late fees of 1 ¼% (15% per annum) will be charged on balances more than 60 days overdue. We reserve the right to withdraw from this engagement without issuing a report if we are not paid the full amount we are owed, or if we find that we have reason to question management's truthfulness or the integrity of the Organization's books and records.

The fee quoted above assumes the level of client assistance as described in our client preparation request letter sent under separate cover and the assumption that unexpected circumstances will not be encountered during the engagement.

By signing this engagement letter, you agree that our liability from this engagement shall be limited to the lesser of any actual damages which may have been caused by our acts or omissions or the amount of the fees which you pay for these services. We may agree to increase the limit of our liability in consideration of payment by client of additional monetary and other consideration. Please contact us if you wish to discuss this further.

Bear in mind that even though we may prepare the financial statements, the representation (i.e., words and numbers) in them are your representation since they are based on your transactions. We rely on what you tell us to be completely truthful. By signing this engagement letter you agree to indemnify us and hold us harmless from any liability and costs arising from knowing misrepresentations of management.

Should any questions arise as to the quality or timeliness of our services, we ask that you call such matters to our attention promptly. By signing this letter, we ask that you agree to submit any such dispute which is not resolved in that fashion; first, to voluntary, non-binding mediation before the American Arbitration Association, and that you will refrain from instituting legal action unless such mediation is exhausted without a resolution of the dispute.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of our engagement, you may provide us with certain documents and records. It is your responsibility to retain the original or a copy of the records and not our responsibility to retain them on your behalf.

It is our policy to keep workpapers, including copies of tax returns, relating to this engagement for seven (7) years on site. Thereafter, whenever appropriate, these records will be destroyed or stored off-site. It is your responsibility to retain and protect your records for possible use, including potential examination by any government or regulatory agencies.

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In the future, you may decide that you need the services of an in-house controller. At that time, we can assist you in the selection of a qualified individual. If you find that because of our knowledge of your business, you wish to hire any Gray, Gray & Gray employee you will be charged a recruiting fee. This fee will be twenty percent of the annual salary offered to our employee, to compensate our firm for the loss of a valued employee.

While performing this engagement, we may deem it appropriate and in your best interest to involve a third-party service provider. In such instance, be assured we will be responsible for the work performed by this service provider and will use reasonable care to assure it has appropriate safeguards and procedures in place to protect your confidential information.

Several technical accounting and auditing words and phrases have been used herein. We presume you to understand their meaning or that you will notify us otherwise so that we can furnish appropriate explanations.

By signing this engagement letter you agree that any suit for enforcement of this Agreement may be brought in the Courts of the Commonwealth of Massachusetts or any Federal Court sitting therein and consent to the exclusive jurisdiction of such court. In addition, you hereby waive any objection that you may now or hereafter have to the venue of any such suit or any such court or based on such suit having been brought in any inconvenient forum. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

If this account is placed for collection, you agree to pay all costs and reasonable attorney's fees associated with the collection of any past due balance.

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,

Gray, Gray & Gray, LLP

MLC:ptc

The services described in the foregoing letter are in accordance with our requirements. The terms described in the letter are acceptable to us and hereby agreed to.

Signature: Stephen B McCurdy
Title: Chairman
Date: 2-14-11

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