

July 9, 2021

Board of Directors
Army War College Foundation, Inc.
122 Forbes Rd
Carlisle, PA 17013

Ladies and Gentlemen:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the Army War College Foundation, Inc. (the "Foundation"), which comprise the statement of financial position as of July 31, 2021, and the related statements of activity, functional expenses and cash flow for the year then ended, and the related notes to the financial statements. We have also been requested to report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

In making our risk assessments, we consider internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

In making our risk assessments, we consider internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the board of directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

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

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Foundation from whom we determine it necessary to obtain audit evidence.

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

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Foundation complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is 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 Foundation involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Foundation received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the Foundation, and its knowledge of any fraud or suspected fraud affecting the Foundation.

Our association with an official statement is a matter for which separate arrangements will be necessary. Army War College Foundation, Inc. agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when Army War College Foundation, Inc. seeks such consent, we will be under no obligation to grant such consent or approval.

Foundation's Records and Assistance

If circumstances arise relating to the condition of the Foundation's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Foundation's books and records. The Foundation will determine that all such data, if necessary, will be so reflected. Accordingly, the Foundation will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Foundation personnel is described in the attached client participation list, which outlines the specific schedules and analyses that should be completed by Foundation personnel, including the dates when the information should be available to us. The participation list has been discussed with and agreed to by Michele Willard, Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting and Tax Services

In connection with our audit, you have requested us to perform the following accounting services:

1. Prepare book and tax depreciation schedules
2. Assistance with the adoption of Topic 606-Revenue Recognition
3. Drafting the financial statements
4. Preparation of Form 990, as well as PA Bureau of Charitable Organization Annual Report - Form BCO-10.

Michele Willard, Accountant, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

We will prepare your annual Federal Form 990, Return of an Organization Exempt from Income Tax and Pennsylvania Charitable Organization Registration Statement - Form BCO-10 for the year ended July 31, 2021. We will use data that you give us. You understand that these returns will be based on inquiries that we make and the information you give us. There will not be any audit verification.

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

Reporting

We will issue a written report upon completion of our audit of Army War College Foundation, Inc. financial statements. Our report will be addressed to the board of directors of Army War College Foundation, Inc. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other Relevant Information

Boyer & Ritter LLC may mention the Foundation's name and provide a general description of the engagement in Boyer & Ritter's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs, and Access to Workpapers

We consider many factors in billing for our services, including the hourly rates of the individuals assigned to the engagement plus our direct expenses, the complexity of the engagement, and the special skills needed to handle the engagement. Our hourly billing rates vary depending on expertise and experience. Billings are due upon submission.

Barring any unforeseen circumstances, we anticipate our fee for the audit to be \$26,350 for the year ended July 31, 2021, unless the scope of the engagement is changed, the assistance which the Foundation has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

All matters related to the Foundation's adoption of the new revenue recognition standard pursuant to ASC 606 will be accounted for and billed separately.

All matters related to the Foundation's adoption of FASB ASC 842, Leases, will be accounted for and billed separately.

Interim billings will be submitted as the work progresses. All bills are due when rendered. A finance charge will be added to any account balance which remains unpaid for more than 30 days from the date such balance is invoiced. The finance charge will accrue at a rate of 6% or the WSJ Prime Rate + 1% whichever is greater.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 60 days, at our election, we may stop all work until your account is brought current or withdraw from this engagement.

You acknowledge and agree that we are not required to continue work in the event of Foundation's failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of Foundation's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your organization in the performance of our services. Any discussions that you have with personnel of Boyer & Ritter 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 you hire one of our personnel, you agree to pay us a fee of 20% of that individual's base compensation at Foundation 90 days from the first day of employment. Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Foundation agrees it will compensate Boyer & Ritter for any additional costs incurred as a result of the Foundation's employment of a partner or professional employee of Boyer & Ritter.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Entity agrees it will compensate Boyer & Ritter for any additional costs incurred as a result of the Entity's employment of a partner or professional employee of Boyer & Ritter.

The audit documentation for this engagement is the property of Boyer & Ritter and constitutes confidential information.

In the event we are requested or authorized by the Foundation or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Foundation, the Foundation will so long as we are not a party to 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 requests.

Claim Resolution

Because Boyer & Ritter will rely on the Foundation and its management to discharge the forgoing responsibilities, the Foundation holds harmless and releases Boyer & Ritter, its principals, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Foundation's management that has caused, in any respect, Boyer & Ritter's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The Foundation and Boyer & Ritter agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by Boyer & Ritter or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Boyer & Ritter's liability for all claims and costs of the Foundation arising from this engagement is limited to the amount of fees paid by the Foundation to Boyer & Ritter for the services rendered under this arrangement letter.

If any dispute over fees arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation. Such mediation shall be assisted by a neutral facilitator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such dispute. The costs of any mediation proceeding shall be shared equally by all parties.

The parties agree that this agreement is interpreted under the laws of the Commonwealth of Pennsylvania and further agree that any claims disputes or controversies between the parties that arise under this agreement or otherwise are subject to the exclusive jurisdiction of the State of Pennsylvania and exclusive venue in the Court of Common Pleas of Cumberland County, Pennsylvania.

These provisions shall survive the termination of this arrangement for services.

Information Security - Miscellaneous Terms

Boyer & Ritter is committed to the safe and confidential treatment of the Foundation's proprietary information. Boyer & Ritter is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Foundation agrees that it will not provide Boyer & Ritter with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Army War College Foundation, Inc. information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Boyer & Ritter may terminate this relationship immediately in its sole discretion if Boyer & Ritter determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Boyer & Ritter's client acceptance or retention standards, or if the Foundation is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, The Foundation or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" [portable document format] or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents, if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Conclusion

This letter constitutes the complete and exclusive statement of agreement between Boyer & Ritter LLC and the Army War College Foundation, Inc., superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

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

Sincerely,

BOYER & RITTER LLC



Charles R. Nebel, Jr., MBA, CPA
Principal

CRN:ksa

Confirmed on behalf of the Army War College Foundation, Inc.:



COL (Ret). Ruth B. Collins, President and CEO
Army War College Foundation, Inc.

July 26, 2021
Date