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January 27, 2011

Sample Bank ("the Lender")
1234 Main St.
Anytown, PA 12345

This letter outlines our understanding of the terms and objectives of this valuation engagement.

We will perform a valuation engagement, as that term is defined in the Statement on Standards for Valuation Services (SSVS) of the American Institute of Certified Public Accountants, of **the assets specified in the proposed agreement of sale between Sample Company Inc. ("the Seller") and Joe Buyer LLC ("the Buyer") as of the date of the most recent financial statements.** The valuation engagement will be conducted in accordance with SSVS and the Uniform Standards of Professional Appraisal Practice (USPAP). The estimate of value that results from a valuation engagement is expressed as a conclusion of value.

Purpose

This valuation will be performed for the Lender to ascertain whether the acquisition price of the specified assets is reasonable, and to evaluate the ability of the Buyer to service the proposed debt.

Standard of Value

The standard of value used in this valuation will be *Fair Market Value*. Fair market value is the price, in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arms length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts.

Premise of Value

The specified assets will be valued as a group under the premise that they collectively comprise an ongoing operating business enterprise. Although our valuation is intended to estimate fair market value, we assume no responsibility for the inability of a seller or buyer to obtain a sale or purchase contract at that price.

Financial Information

We will be relying on the accuracy and reliability of the financial statements, tax returns and other financial data provided to us. We will not audit, review, or compile your financial statements, forecasts or other data, and we will not express an opinion or any form of assurance on them. Our valuation cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist.

Site Inspection

We will not visit or inspect the Company's facilities. We will be relying on the Lender to confirm the existence and condition of the Company's property and equipment.

Appraisal Report

We will document the results of the engagement in a detailed appraisal report. The purpose of this report is to develop a conclusion of value to be used for the purposes stated above. Distribution of the report is restricted to these purposes. We have no responsibility to update our valuation report for events and circumstances that occur after the date of its issuance.

Withdrawal or Termination

If you fail to comply with any of the provisions of this agreement, we may, at our option, withdraw from the engagement. If for any reason we are unable to complete the valuation engagement, we will not issue a report as a result of the engagement, and our fees shall be based on the percentage of completion.

Fees

Our fee for this service will be \$1,495, payable upon delivery of the valuation report. Our fee must be paid directly by the Lender in order to maintain our independence and is due and payable even if the Lender does not complete the proposed loan transaction. If we encounter unusual circumstances that would require expanding the scope of the engagement, we will get your approval before doing any additional work. Our fee and payment of our fee is not contingent on the values determined by this engagement.

The fee estimate is for the valuation and valuation report and does not include any services that may be required defending our valuation report in audit or litigation, including conferences, depositions, court appearances, and testimony. Fees for such services, if required, will be billed at our standard hourly rate at that time.

Turnaround Time

We will begin the engagement upon receiving the accepted engagement letter and the documents listed on the documents request list. We prefer that all documents be submitted to us in digital format. We reasonably expect to complete the engagement within 2 weeks of receiving all requested documents. All parties are expected to use their best efforts to collect and submit the requested information in a timely manner. Any delays in this regard will stall the process and the delivery of the final report.

David Coffman, President

Agreement and Acknowledgment:

This letter correctly sets forth our understanding of the terms of the engagement.

For Sample Bank

Signature

Printed Name

Title

Date