

REAL VALUATION GROUP, LLC.

Engagement Letter

Property Address: 0, 0

Parcel Identification Number: 0

Current use of the property: 0

1. This contract is binding upon REAL VALUATION GROUP, LLC, herein after referred to as “RVG”, located at 40W117 Campton Crossings Drive, Suite B, St. Charles, Illinois 60175 and _____, hereinafter referred to as “Client” located at _____.
2. Pursuant to the request of the Client, RVG agrees to provide an appraisal report of the Fee Simple Estate property rights for the real estate located at the above captioned address. The effective date of the appraisal report will be the date of property inspection. The appraisal report will be completed in accordance with the Uniform Standards of Professional Appraisal Practice, adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
3. The Client hereby represents that the intended use of the appraisal report is to provide a basis for making a decision with respect to the possible appeal of the real estate tax assessment on the property. The Client understands and agrees the appraisal report is not to be used for any other purpose.
4. The Client understands and agrees the appraisal report will be completed subject to the Contingent and Limiting Conditions found in “Exhibit A” attached. A copy of these conditions will be incorporated into the appraisal report.
5. The Client hereby agrees to make all reasonable efforts to provide RVG with the applicable information in “Exhibit B” attached, entitled “Required Information - Income Property Appraisals”, as well as any other informational requests made by RVG with regard to completing the appraisal. The Client acknowledges failure to do so may impede RVG’s progress with the appraisal report and/or reduce the reliability of the conclusions contained therein.
6. RVG agrees to deliver the appraisal report to the Client within 0 business days of execution of this contract by both the Client and RVG. Completion of the appraisal report within this time period is predicated upon the appraiser experiencing no unforeseen delays caused by the client, the property occupant, related parties, or unapparent conditions of the property itself. The completed appraisal report will be delivered in a PDF format via email with two (2) hard copies to follow unless specified otherwise.
7. Based upon the Client’s representation of the property, it is RVG’s estimate that the fee for these services will be \$. This fee is not connected or contingent upon the value estimate reported and is based entirely upon the time required to complete the appraisal report. If at any time during the completion of the appraisal report RVG considers a revision of this fee necessary, the Client will be notified prior to proceeding with the remainder of the assignment.
8. Client agrees to pay RVG \$ *to be collected at inspection*.
9. RVG is not required or obligated to give testimony or attend any public or private hearing as a result of having prepared this appraisal report. Additionally, consultation with regard to this or any property following the completion of the appraisal report will be billed at the rate of \$250 per hour, with a minimum charge of one (1) hour or \$250.

10. In the event RVG is subpoenaed or otherwise required to give testimony or to attend any public or private hearing as a result of having prepared the appraisal report, Client agrees to pay RVG \$250 per hour for attendance or testimony required and \$250 per hour for preparation time. It is additionally agreed there is a minimum charge of \$500 for attendance or testimony at any public or private hearing.
11. It is further agreed and understood that if any portion of the compensation or cost due to RVG becomes delinquent, Client will pay interest thereon at the rate of 21.0 percent per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc. Client further understands that if the account becomes ninety (90) days or more past due, the property in question will be subject to a lien in order to satisfy all delinquent amounts, including the costs of the same as noted above.
12. In the event the Client desires to cancel this contract, written notice thereof shall be delivered to RVG at the address shown below. Pursuant to said cancellation, it is understood RVG will be compensated at a rate of \$250 per hour for work that was completed prior to receipt of the written cancellation notice, plus any additional costs incurred in connection with said work prior to the same cancellation notice.
13. This contract is null and void if not accepted by the Client within 30 days of the following date:

August 26, 2010

Accepted by:

 Edward V. Kling
 Real Valuation Group LLC
 40W117 Campton Crossings Drive
 Suite B
 St. Charles, IL 60175
 Phone: 630-513-6150
 Fax: 630-513-6195

Client Authorized Signature:

Print Name: _____

Date: _____

E-mail address for report delivery:

Date: _____

Property Contact Phone #:

Property Contact Name (If different from Client named above)

Property Address:

0, 0

EXHIBIT A CONTINGENT AND LIMITING CONDITIONS

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. No title search has been made, nor have we attempted to determine ownership to the property. The value estimate is given without regard to any question of title, boundaries or encroachments. It is assumed that all assessments, real estate taxes, etc. are paid, and the property is appraised as if free and clear of any or all liens or encumbrances unless otherwise stated. No attempt has been made to render an opinion or determine the status of easements that may exist.

The legal description should be verified by legal counsel prior to use in any conveyance or other document.

Unless otherwise stated, we are not familiar with any engineering studies made to determine the bearing capacity of the land. Improvements in the surrounding area appear to be structurally sound, and we therefore assume no responsibility for such conditions, or for arranging engineering studies that may be required to discover them. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable.

Exhibits contained within the appraisal report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended to be exact in size, scale, or detail, nor to provide the accuracy of a survey. No responsibility is assumed for their cartographic accuracy, or the cartographic accuracy of surveys or drawings provided to the appraiser.

Areas and dimensions of the property may or may not have been physically measured. If furnished by the client, property owner, or agent, from plot plans or surveys furnished by the client, property owner, or agent, or from records, we assumed them to be reasonably accurate. In the absence of current surveys, land areas may be based upon representations made by client, property owner, or agent. No responsibility is assumed for discrepancies which may become evident from a licensed survey of the property.

The value estimate involves only the real estate in question and all normal building equipment. If present, no consideration is given to personal property or special equipment unless stated.

Lawful, competent, and informed ownership and property management are assumed, unless noted otherwise.

The appraisal report contains a substantial amount of information which has been furnished by others, including but not limited to buyers, sellers, brokers, attorneys, trade publications and public records. To the extent possible this information has been examined for accuracy, and is believed to be correct and reliable, including dimensions, areas, income/expenses figures, etc.; however, no guarantee is given for its accuracy.

The physical condition of any improvement described in the appraisal report is based on visual inspection only. The appraiser/consultant is not responsible for the specific testing of electrical, heating, cooling, plumbing, sewer and/or septic system, mechanical equipment, and/or water supply(s). Such items are assumed to be in good working order and adequate unless noted otherwise. We assume no liability for the soundness of structural members, since no engineering tests were made of the same. The roof(s) of structures described are assumed to be in good repair unless otherwise noted.

Unless otherwise stated in the appraisal report, the value estimate reported is predicated upon the assumption that no hazardous material (such as asbestos, radon, urea-formaldehyde foam insulation, PCB's, or other potentially hazardous material), are present on or in the subject property. Any user of the appraisal report is cautioned that the appraiser is not trained or qualified to detect such material. If any hazardous materials are later reported or found to be present, their existence may substantially affect the value of the property.

The appraiser assumes no responsibility for the detection of said material, or for any expertise or engineering knowledge required to discover them. Should the client have concern with regard to the potential existence of hazardous material(s) on the property, the appraiser considers it imperative that the client retain the services of a qualified consultant to determine the existence, extent and potential dangers of said materials, as well as the estimated costs of removal or encapsulation of the same.

Unless noncompliance is stated, defined, and considered in the appraisal report, it is assumed the construction and use of the appraised property complies with all federal, state, and local environmental regulations and laws having jurisdiction, including but not limited to the National Environmental Protection Act and any other applicable federal, state, municipal, and local environmental impact or energy laws, ordinances, or regulations

Appraisals made subject to satisfactory completion of construction, repairs, alterations, remodeling, or rehabilitation, are contingent upon completion of such work in a timely manner using good quality materials and workmanship and in substantial conformity to plans, descriptions, or attachments made hereto.

All information and comments contained in the appraisal report concerning location, neighborhood, trends, construction quality and costs, loss in value from whatever cause, condition, rents, or any other data for the property appraised, represent the estimates and opinions of the appraiser formed after an examination and study of the property and its environs.

The distribution, if any, of the total valuation in this appraisal report between land and improvements applies only under the stated program of utilization. The separate allocations for land and building(s) must not be used in conjunction with any other appraisal report, and are invalid if so used. A re-evaluation should be made if the improvements are removed or substantially altered, and the land is utilized for another purpose.

Any valuation analysis of the income stream has been predicated upon financing conditions as specified herein, which we have reason to believe are available for the property as of the valuation date. Financing terms and conditions other than those indicated may alter the final value conclusions.

Expense figures shown in the appraisal report for the property, if used, are estimates based upon operating history provided and comparison with similar properties. Stabilized figures represent generally typical expenses over a reasonable holding period.

The appraiser(s) is not required to give further consultation, testimony, or be in attendance in any court or hearing, with reference to the property in question, unless arrangements have been previously made. If the appraiser(s) is subpoenaed pursuant to a court order, the client will be required to compensate said appraiser(s) at regular professional rates for such services, plus expenses.

All opinions as to values stated are presented as the appraiser's considered opinion based on the information set forth in the appraisal report. We assume no responsibility for changes in market conditions or the inability of the client or any other party to achieve desired results based upon the appraised value. Further, some of the assumptions made can be subject to variation depending upon evolving events. We realized some assumptions may never occur and unanticipated events or circumstances may occur. Therefore, actual results achieved during the projection period may vary from those in our appraisal report.

It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted in the appraisal report.

It is assumed all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

It is assumed all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state, or national government entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this appraisal report is based.

The liability of the appraiser/consultant is expressly limited to the client to whom this appraisal report is addressed. Use of this appraisal by third parties shall be solely at the risk of said third party.

A signatory of the appraisal report is affiliated with the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Therefore, the appraisal report may not be used for any purpose, or by any person, other than two whom it is addressed, without the proper written consent of the appraiser. Upon such written consent, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom it was prepared. However, possession of this appraisal report, or a copy thereof, does not carry with it the right of publication, and the appraisal report is at no time to be distributed in any manner other than in its entirety. Furthermore, at no time shall the appraisal report, or any part of the contents of the appraisal report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), be disseminated to the public through advertising, public relations, news, sales, or other media without the additional prior written consent and approval of the appraiser/consultant specifically for this purpose.

Possession of this appraisal report, or a copy thereof, does not obligate the appraiser(s) to provide further consultation with reference to the property in question. No consultation will be provided to any party other than the client to whom the appraisal report is addressed without the prior written consent of said client, and only then at our normal professional hourly rates.

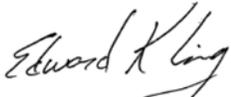
EXHIBIT B
REQUIRED INFORMATION - INCOME PROPERTY APPRAISALS

The following items (if applicable) are needed from the property owner or manager prior to our commencement with the appraisal assignment:

1. Plat of Survey
2. Copies of leases or current certified rent roll (rent roll must include tenant name, commence/expiration dates, rental amount, renewal options, and sample lease format)
3. Current real estate tax bill
4. Copy of title insurance policy
5. Copy of any current sale agreements
6. Three years operating income/expense history
7. If new construction or proposed a full copy of plans and specifications

Please note that this information is considered vital to the appraisal process for commercial/industrial and multi-family properties. Although the appraisal report can be completed without these items, omission of any of these items may necessitate your agreement to Extraordinary Assumptions prior to completion of the appraisal report in question.

We appreciate the opportunity to be of service. If you have any questions please do not hesitate to call.



Edward V. Kling, MAI
President