OUR PROMISE

As your potential partner in this vital endeavor, Seifried & Brew LLC ("S&B") promises to provide the ______________ (the “Bank”) with the knowledge and expertise needed to assess merger opportunities for the Bank. Through S&B’s extensive experience in strategic planning and capital planning, S&B has the expertise to independently assess and analyze the merger of community financial institutions on numerous levels as further delineated below.

THE S&B PROCESS

S&B Performance Risk Report
The assessment process starts with the S&B Performance Risk Report ("S&B PRR"). By using this report, a potential merger can be analyzed not only by the performance of the institutions, but more importantly on the risks they are taking. The proprietary S&B Total Risk Index delves further into the analytic process by providing an overall risk ranking of the target institution compared to all community financial institutions in the nation; this risk ranking also reveals all the components of the target’s capital risk, credit risk, earnings at risk, liquidity risk, national economic risk, and state economic risk. S&B has the capability of providing analyses of individual financial institutions and one or multiple merged institutions. The analyses include trending and comparisons to all community financial institutions in the nation and by state.

The S&B Strategic Planning Model
The S&B Strategic Planning Model can project a merger out to five (5) years. The model projects the balance sheet, income statement, key ratios, capital adequacy, and dividend payments. More importantly, the model projects out the combined value created by the merger by using the S&B proprietary economic value of equity ("EVE") model; this modeling can indicate the direction of the future stock value.

S&B collaborates with the management team on model assumptions and can provide multiple scenarios including changes in acquisition values, net overhead, and capital issues.

The S&B Assessment Process
As part of this process, S&B will:

- Review each target’s current financial performance and risk profile;
- Provide a combined Balance Sheet for each target breaking out loan mix, deposit mix and investment mix;
- Provide a combined Income Statement for each target;
- Determine the amount of capital that the Bank would need on-hand or through a stock offering for the combined institution to achieve a targeted leverage capital ratio post-transaction;
- Determine the resulting ownership percentages of the combined institution assuming an all stock or all cash deal, or a combination thereof;
- Determine the resulting institution’s branch network;
- Provide a matrix of cost savings assuming certain thresholds are achieved and the impact thereof on earnings per share;
- Provide an estimate of time required for the transaction to be accretive;
- Identify potential key items within the parameters of each target’s public financial statements for negotiation purposes;
- Identify services currently offered by each target based on public information (e.g., trust, insurance, wealth management, etc.); and
- Provide the resulting risk profile of the combined institution.

S&B can also customize our assessment to your Bank’s unique needs, such as assumptions for debt payoff, future balance sheet growth, TARP repayments, etc.

S&B’s assessment is solely based on public information of each target and should not be considered as part of the legal due diligence undertaken in connection with an acquisition or merger, nor considered to be legal advice. Further, target institutions will not be contacted during this assessment process.

Education and Facilitation
S&B has the talent your Bank needs to properly educate your board on what to strategically focus on when considering a merger. S&B has the knowledge to independently examine the strengths, weaknesses, and the opportunities of a merger.

THE S&B BOOKSTORE
S&B has published books that can help directors and senior management increase their knowledge as they prepare to evaluate merger opportunities. The S&B Bookstore includes:

- Post-Financial Crisis Strategic Planning for Community Banks
- The Art of Capital Planning – The “How-To” Guide
- How the Seifried & Brew Total Risk Index Predicted 99% of Failed Banks/Managing Risk Post-Financial Crisis
- The Art of Risk
- The Art of the Investment Portfolio
- The Art of Tax Efficiency
Seifried & Brew LLC (“S&B”) agrees to perform all outlined services for __________ (the “Bank”) in a timely manner and to the Bank’s satisfaction. This signed Engagement Letter will engage both the Bank and S&B to perform these strategic exercises together for the purpose of assessing merger opportunities for the Bank.

Services:

<table>
<thead>
<tr>
<th>Check Desired Services</th>
<th>Services</th>
<th>Pricing</th>
<th>Amount Due For Services Checked</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acquiring Bank PRR</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Target Bank PRR</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pro Forma Combined Financial Statements of Bank and Target</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5-year Model of Resulting Entity</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research and Written Documentation</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Modeling and Reporting for each Additional Target¹</td>
<td>$12,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Amount Due For All Services</strong> $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Pricing includes the PRR, Pro Form Combined Financial Statements, 5-year Model of Resulting Entity and Research and Written Documentation for each additional target.

Identification of Target(s):

Please list each target the Bank is considering as a merger candidate. Please provide the full name and FDIC Certificate Number.

<table>
<thead>
<tr>
<th>Name of Target</th>
<th>Name of Target</th>
<th>Name of Target</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FDIC Certificate Number</td>
<td>FDIC Certificate Number</td>
<td>FDIC Certificate Number</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Target  | Name of Target  | Name of Target  |
FDIC Certificate Number | FDIC Certificate Number | FDIC Certificate Number |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FDIC Certificate Number</td>
<td>FDIC Certificate Number</td>
<td>FDIC Certificate Number</td>
</tr>
</tbody>
</table>
Books:

<table>
<thead>
<tr>
<th>Name of Book</th>
<th>Price Per Book</th>
<th>Number</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post-Financial Crisis Strategic Planning for Community Banks</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Art of Capital Planning – The “How-To” Guide</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How the Seifried &amp; Brew Total Risk Index Predicted 99% of Failed Banks/Managing Risk Post-Financial Crisis</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Art of Risk</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Art of the Investment Portfolio</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Art of Capital Planning</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Art of Tax Efficiency</td>
<td>$150</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Due</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

1 Prices do not include applicable sales tax.

TOTAL AMOUNT DUE FOR SERVICES AND BOOKS

$  

Contract pricing is guaranteed for 30 days from the date of execution of the Engagement Letter by S&B.

Full payment is due on execution of the Engagement Letter by the Bank. Please remit payment to Seifried & Brew LLC, 817 West Broad Street, Bethlehem, PA 18018.

Confidentiality:

In order to provide the services outlined herein, the Bank understands and agrees that it will be necessary to provide certain financial data and other information to S&B that the Bank considers confidential and proprietary. To ensure proper confidential treatment of this information, the Bank acknowledges that it has read the Confidentiality Agreement on the next page, and agrees with and accepts that the terms of the Confidentiality Agreement are sufficient to properly protect its confidential and proprietary information.

By signing this Engagement Letter, the Bank is authorizing S&B to complete and deliver the services indicated above. With notification, additional services may be added.

____________________________ Bank
Signature
Name:
Title:
Date:  

____________________________ Seifried & Brew LLC
Signature
Name:
Title:
Date:
In connection with the services to be provided by Seifried & Brew LLC (the “S&B Services”), we acknowledge that you will provide us with access to confidential financial and other proprietary information about the Bank and its operations (the “Confidential Information”). S&B hereby agrees as follows:

**Confidentiality**

We will use the Confidential Information only for the purpose of performing and completing the S&B Services for you and we will not disclose or reveal the Confidential Information other than as directed by you in writing. The foregoing notwithstanding, the Confidential Information or portions thereof may be disclosed to those of our directors, officers, employees, advisors and agents (collectively, “Representatives”) who need to know such information for the purpose of performing and completing the S&B Services for you (it being understood that the Representatives will be informed of the confidential nature of the Confidential Information and will agree to comply with this Confidentiality Agreement).

**Confidential Information**

The term “Confidential Information” does not include information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure by us or our Representatives in violation of this Agreement), (ii) was available to us on a non-confidential basis from a source other than you, or (iii) has been independently acquired or developed by us without violating any of our obligations under this Agreement.

**Required Disclosure**

In the event that we or any of our Representatives are requested pursuant to or required by applicable law, regulation or legal process to disclose any of the Confidential Information, we will notify you promptly so that you may seek a protective order or other appropriate remedy or, in your sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that you waive compliance with the terms of this Agreement, we will furnish only that portion of the Confidential Information which we are advised by counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

**Electronic Transmission of Information**

Because standard e-mail is not a confidential communication mechanism, S&B strongly recommends that all Confidential Information transmitted from you to us and all Confidential Information, as well as any other information, you request to have transmitted from us to you be sent utilizing our web-based secure file upload utility. This utility will improve the security of such transmissions. For more information about our file upload utility or to begin using it to send us Confidential Information, please contact our team by phone or email or utilize the “Contact Us” section of our website. If you choose to communicate with us and/or receive information or data from us via standard e-mail and without the use of our secure file upload utility, you may do so. In any event, however, it is understood and agreed by both you and S&B that S&B cannot be and is not responsible for any breach of confidentiality because of the unauthorized access to electronic communications by others.

**Merger Assessment**
Please provide your communication preference by initialing one of the options below:

_____ Web-Based Secure File Upload Utility    _____ E-mail

Seifried & Brew LLC

__________________________________________
Signature
Name:_____________________________________
Title:_____________________________________
Date:_____________________________________