



403 WEST 10TH STREET
ERIE, PA 16502-1302

TELEPHONE (814) 454-6317

FAX (814) 454-5421

DALE R. DeMARCO
GEORGE F. WACHTER
RICHARD F. WACHTER

DONALD R. ADAMS — CONSULTANT
DEAN T. MURPHY — CONSULTANT
DOUGLAS J. YEAGER (1981)

RE: 2009 Individual Tax Return Preparation Engagement Letter and Tax Questionnaire

Dear Valued Client:

We are pleased to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide regarding the preparation of your income tax return(s).

We will prepare your 2009 joint (or individual, if applicable) federal income tax return, and income tax returns for the state and local taxing authorities in which you deemed yourself a resident in 2009 (collectively, the "returns"). This engagement pertains only to the 2009 tax year, and our responsibilities do not include preparation of any other tax return years that may be due to any taxing authority. We are responsible for preparing only the returns referenced above. If you have taxable activity in a state or local municipality other than that referenced, you are responsible for providing our firm with all the information necessary to prepare any additional applicable state and local income tax returns as well as informing us of the applicable states and local municipalities. If you have income tax filing requirements in a given state or local municipality but do not file that return, there could be possible adverse ramifications such as an unlimited statute of limitations, penalties, etc.

Our engagement will be complete upon delivery of the completed returns to you. Therefore, you will be solely responsible to file the returns with the appropriate taxing authorities.

The law provides various penalties that may be imposed when taxpayers understate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalty thereon, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or the circumstances of these interest and penalties, please contact us. Your returns may be selected for review by the taxing authorities or you may receive a notice requesting a response to certain issues on your tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will be available upon request to represent you or respond to such inquiry. At that time, we will provide you a subsequent engagement letter to clarify the nature and extent of services we will provide regarding the tax examination or inquiry response and will render additional invoices for these services and expenses incurred.

We will prepare the returns from information which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. As part of this engagement letter, we have attached a tax questionnaire. This tax questionnaire must be completed in its entirety and signed by you and your spouse (if applicable). If requested by you, we will furnish you with a tax organizer and/or worksheets as needed to guide you in gathering the necessary information. Your use of such forms will assist us in keeping your fee to a minimum. To the extent we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. Any accounting and/or bookkeeping services will be considered "out of scope" of this engagement letter. Prior to the commencement of "out of scope" services, we will discuss with you the nature and extent of the work and provide you with a subsequent engagement letter that clarifies these services.

The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive this information from you, as noted above, by **April 6, 2010**, it may be necessary for us to pursue extensions of the due date of your returns, and we reserve the right to suspend our services or withdraw from this engagement. Various penalties and interest are imposed when taxpayers fail to pay the full amount of taxes owed by the filing due date. Furthermore, additional penalties and interest are imposed when taxpayers fail to remit the proper amount of subsequent year tax estimates. Based on information you have provided to us, we can assist you in determining the correct amount of taxes owed for the current year and subsequent year tax estimates. You acknowledge that any such penalties and interest that arise due to the underestimation of current year taxes owed or subsequent year tax estimates remitted are your responsibility, and that we have no responsibility in that regard. If you would like information on the amounts or the circumstances of these penalties and interest, please contact us.

We will not audit or otherwise verify the data you submit. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud or other illegal acts that come to our attention.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper returns. Furthermore, you are responsible to review all of the information presented on your tax return for correctness.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, we will outline in a written communication each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf the alternative which you select after having considered the information provided by us. Pursuant to new standards prescribed in IRS Circular 230 and IRC 6694, we are forbidden from signing a tax return unless we have a reasonable belief that a tax position taken on the return will have a more likely than not probability of being sustained on its merits unless we disclose this tax position on a separate attachment to the tax return. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.

Our fees for this engagement are not contingent on the results of our service. Rather, our fees for this engagement will be based on a number of factors including, but not limited to, the time spent as well as the complexity of the services we will perform. In addition, you agree to reimburse us for any out of pocket costs incurred in connection with the performance of our services.

Our fees and costs will be billed monthly, and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for the costs of collection including attorneys' fees.

If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your return. You will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice, and to reimburse us for our entire out of pocket costs. For these purposes, any nonpayment, inability to sign the tax return, or non-response by you of information requested (among other things) will constitute a basis for our election to terminate our services.

You should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them.

It is our policy to retain engagement documentation for a period of seven years (five years for former clients), after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.

If the income tax returns we are to prepare in connection with this engagement are joint returns, and because you will each sign those returns, each of you our clients. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning preparation of your returns.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out of pocket costs incurred in that regard.

In the event that we become obligated to pay any judgment or similar award, you agree to pay any amount in settlement, and any costs incurred as a result of any inaccurate or incomplete information that you provided to us during the course of this engagement. You agree to indemnify us, defend us, and hold us harmless against such obligations, agreements, and/or costs.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement. Any mediation initiated as a result of this engagement shall be administered by a law firm specializing in the mediation process, not associated with either party, and selected by us, according to its mediation rules. Any ensuing litigation shall be conducted within the County of Erie, Pennsylvania, according to Pennsylvania law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree to authorize us to prepare your personal income tax returns pursuant to the terms set forth above, please execute this letter on the line(s) below designated for your signature(s), and return the this executed letter to this office along with a completed copy of the tax questionnaire and the supporting documentation requested therein. You should keep a copy of this fully executed letter and tax questionnaire for your records. If this firm does not receive from you this letter and the tax questionnaire, in fully executed form, but receives from you a

completed copy of the tax organizer and/or supporting documentation requested therein, then such receipt by this office shall be deemed to evidence your acceptance of all of the terms set forth above and we will commence with the tax return preparation process. **HOWEVER, UNDER NO CIRCUMSTANCES, SHALL WE SIGN A COMPLETED TAX RETURN OR PREPARE AN EXTENSION UNTIL WE RECEIVE FROM YOU BOTH THE SIGNED ENGAGEMENT LETTER AND THE COMPLETED AND SIGNED TAX QUESTIONNAIRE.** If this office receives from you no response to this letter, then this office will not proceed to provide you with any professional services, and will not prepare your income tax returns.

Thank you for your attention in this matter, and please contact us with any questions that you may have.

Sincerely,

Certified Public Accountants

ACCEPTED AND AGREED:

Taxpayer

Date

Spouse (if applicable)

Date

2009 TAX QUESTIONNAIRE:
COMPLETION OF THE TAX QUESTIONNAIRE FOLLOWING
THE ENGAGEMENT LETTER, ALONG WITH YOUR SIGNATURE,
IS MANDATORY FOR THE 2009 TAX SEASON

Please provide the following tax support documents when delivering your tax information to us for the preparation of your 2009 Individual Income Tax return. Also, indicate the quantity of each form provided:

	#		#		#
W-2	_____	1099R	_____	1099B Brokerage Statements	_____
1099 INT	_____	1099G	_____	1099 MICS	_____
1099 DIV	_____	1099SSA	_____	1098 Mortg. Int.	_____
1098 T(Tuition)	_____	1099LTC	_____	1099C (Debt cancellation)	_____
1099Q(529 w/d)	_____	1099A	_____	1099S(Sale of RE)	_____
1041 K-1	_____	1065 K-1	_____	1020S K-1	_____
1099 SA(HAS)	_____				_____

Please provide any additional tax documentation so that we may accurately include all taxable events you may have incurred throughout the year. If you are uncertain, provide the information and we will determine the tax impact.

Please take a moment to complete the following questionnaire in order that we may accurately report all necessary tax events for this tax year. Your signature is required on the last page.

ELECTRONIC FILING OPTIONS

YES	NO
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If you qualify for Electronic Filing, would you like to file your return electronically with the IRS and the State?

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If you have a tax refund, would you like it to be Direct Deposited into your bank checking account? If so, please attach a **VOIDED CHECK** to the Questionnaire.

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We do not offer Automatic Funds Withdrawal. If you have a Balance Due, would you like to file electronically and mail in your payment with a check and a voucher?

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PERSONAL INFORMATION

Did your marital status change during the year?

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If married, do you and your spouse want to file separate returns?

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Did your address change during 2009?

--	--

If so, please provide new address, phone, cell phone & email _____

Can you or your spouse be claimed as a dependent by another taxpayer?

--	--

Pursuant to applicable U.S. Treasury Regulations, we must advise you that any tax advice included in this communication is not intended or written to be used, and cannot be used, by a recipient for avoiding penalties that may be imposed on the recipient by any governmental taxing authority or agency.

DEPENDENTS

YES

NO

Were there any changes in dependents from the prior year?

If adding a dependent, please provide Name, Social Security # and Date of Birth

If losing a dependent, please identify _____

Did you pay for childcare while you worked or looked for work?

If so, please provide the Provider's name, address, SS#/EIN# and 2009 amounts paid for each child. _____

Do you have any children or full time students up to age 23 with wages, interest or dividend income over \$950 or sold any stock in 2009? If yes, do you want us to prepare their return?

Did you adopt a child or begin adoption proceedings during 2009?

SCHEDULE A - ITEMIZED DEDUCTIONS INFORMATION

Please provide all 1098 Mortgage Interest statements and all Real Estate tax bills for 2009.

Are you claiming a deduction for mortgage interest paid to a financial institution for which someone else received the Form 1098? If so, please specify.

Did you pay any points to refinance your mortgage? If so, provide information

Charitable Contributions, how much are your deductible contributions made in:

***Cash:** Only list the total amount for which you have receipts. Receipts are required regardless of the dollar amount, even a \$1 contribution. Cash _____

***Check or credit card:**

Only list the total amount you can substantiate with:

(1) For separate contributions of \$250 or more, you must have written acknowledgement from the charity; your canceled check is not enough.

(2) For separate contributions under \$250, either a bank record or a receipt is required. Check:

Check: _____

Credit Card: _____

*** Clothing and household goods** (must be in good or better condition). Only list the total amount you can substantiate with receipts if the contribution is \$250 or greater. Amount _____

If over \$500, please indicate the name and address of the charity. Name _____

Address: _____

*** Contributions** — please describe and attach support. Other _____

Did you make any large purchases, such as a motor vehicle or boat in 2009?

If so, please provide us with the invoice amount and sales tax paid on the transaction.

Did you incur any casualty or theft losses during the year? If so, provide details.

Did you pay union or professional dues, incur uniform, un-reimbursed auto or

certain investment expenses or have gambling losses (to the extent of winnings). If so, please provide details:

SCHEDULE B - INTEREST & DIVIDEND INCOME

YES NO

Did you receive dividend income on shares of stock that you did not own for at least 60 days during the 120-day period beginning 120 days before the ex-dividend date?

Did you have any Tax-Exempt Income? If so, please provide statements.

At any time during 2009, did you have an interest in or a signature or other authority over a financial account in a foreign country such as a bank account, securities account, or other financial accounts?

If yes, name of foreign country: _____

During 2009, did you receive a distribution from or were you the grantor of, or transferor to a foreign trust?

SCHEDULE C - BUSINESS INCOME AND EXPENSES

Did you start or dispose of a business during the past year? If so, please discuss the matter with one of our Tax Managers.

If you are a Schedule C filer, please provide the amount you paid in health insurance premiums for yourself and your dependents.

\$ _____

If you or your spouse are self-employed, are you or your spouse eligible to be covered under an employer's health plan at another job? If yes, how many months were you covered? Months

Business car expenses need to be substantiated with mileage logs and trip sheets for each trip. Do you have a written record of total miles and business miles driven? (Note that commuting miles between your home and a fixed work location are not considered deductible business miles). If so, please provide: Business Miles _____ Total Miles _____

Please provide us with a list of your related business expenses, any newly acquired business assets, business-related car expenses and business use of home expenses.

PURCHASES, SALES & DEBTS

Did you sell any securities, bonds or other investment property? If so, please attach a statement of cost basis, dates of purchase, shares acquired, shares sold, date of sale and sales price.

If you sold at a loss, did you buy back the identical security sold within 30 days before or after the sale? If yes, please explain.

Did any securities sold this year pay a stock dividend or had a stock split? If yes, explain.

Did you have any debts canceled, forgiven or refinanced during 2009?

Did you purchase or sell a rental property or farm, or acquire or sell any interest in any partnership or S corporation during 2009? Please provide us with the K-1 's as soon as they are available.

Did you receive grants of stock options from your employer, exercise any stock options granted to you or dispose of any stock acquired under a qualified employee stock purchase plan? If so, please provide support (statements/schedules from your employer).

Did you engage in any put or call transactions? If yes, please provide details.

HOME/REAL ESTATE TRANSACTIONS

Have you refinanced your mortgage or taken out a home equity loan this year? If yes, explain

Are you a first time home owner as of April 8, 2009 but before December 1, 2009? If yes, please attach a closing statement. A credit up to \$8,000 is available.

Did you use any of the proceeds for other than improving your principal residence? If yes, please explain.

Did you sell, exchange or purchase any real estate in 2009? If so, please attach the closing statements.

Did you sell your Primary Residence in 2009? If no, go onto the next section.

If yes, did you own and occupy the home as your principal residence for at least 2 years out of the five-year period prior to the sale?

Did you ever rent out this property?

Did you ever use any portion of the home for business purposes?

Have you or your spouse sold a principal residence within the last two years?

At the time of the sale, the residence was owned by the Taxpayer Spouse

 Both

IRA/PENSION DISTRIBUTIONS

Did you withdraw any amounts from your Individual Retirement Account (IRA), Roth IRA, or pension plan? Indicate amount and provide all 1099Rs. Total withdrawal/distribution. _____

If so, was it to acquire a principal residence or pay for qualified higher education expense?

Did you make a contribution to a retirement plan, 401k, SIMPLE, SEP, or IRA that is not reported on your W-2 or K-1? If so, indicate amount and type of plan.

Taxpayer Total Contribution _____ Spouse Total Contribution _____

Did you retire or change jobs in 2009?

Did you receive retirement or severance compensation?

Did you or your spouse turn age 70½ during the year, have money in an IRA or other retirement account without taking a distribution?

Have you taken your Required Minimum Distribution (even if you are older than 70½)?

GIFTS

Did you or your spouse make any gifts, including birthday, holiday, anniversary, graduation, etc. with a total aggregate value in excess of \$12,000 to any individual during the year?

Did you assist in the purchase of any asset (auto, home, etc.) for any individual during the year?

Did you or your spouse make any gifts to a trust for any amount during the year?

Do you or your spouse have a life insurance trust?

Did you forgive any indebtedness to any individual, trust, or entity during the year? .
If yes, please explain

MISCELLANEOUS

Did you or your spouse contribute to a Roth IRA or convert an existing IRA into a Roth IRA?

Did you pay any student loan interest?

Did you receive an economic stimulus package payment? If yes, how much?

Did you or your dependents incur any post-secondary education expense, such as tuition?

Dependent's Name _____ Tuition Amount _____

Did you withdraw amounts from a Coverdell Education Savings Account or Qualified Education Program (529 Plan)? If yes, include Form 1099-Q.

Did you move to a different home because of a change in the location of your job?

Did you have any Household Employees, whom you paid in excess of \$1,000 in any quarter, or \$1,500 for the entire year?

Did you file Employment Tax Returns?

Did you receive unreported tip income of \$20 or more in any month in 2009?

Did you or your spouse receive distributions from long-term care insurance contracts? If yes, include Form 1099-LTC.

Were you or your spouse a grantor or transferor for a foreign trust, have an interest in or a signature or other authority over a bank account, securities account or other financial account in a foreign country? If yes, we must file Form TD F 90-22.1 Report of Foreign Bank and Financial Accounts. Failure to file can result in penalties ranging from \$25,000 to \$100,000.

Did you create or transfer money or property to a foreign trust?

Did you purchase a new "hybrid" or alternate technology vehicle in 2009?

Did you use gasoline or special fuels for business or farm purposes (other than for a highway vehicle) during the year?

Have you received a punitive damage award or an award from damages other than for physical illness or injury?

Did you lose your job during 2009 because of foreign competition and pay for your own health insurance?

Did you install any energy efficiency improvements or energy property in your residence such as exterior doors or windows, insulation, heat pumps, furnaces, central air conditioners or water heaters?

Did you install any alternative energy equipment in your residence such as solar water heaters, solar electricity equipment (photovoltaic) or fuel cells?

Were any distributions from your IRA and/or Roth IRA distributed to a charitable organization?

Did you receive any payments from insurance companies, legal settlements, disability payments or other taxable income?
Indicate Amount: _____

Did you/spouse have any transactions pertaining to a Health Savings Account (HSA) or Medical Savings Account (MSA) during 2009? If you received a distribution from a HSA or MSA, Please attach Form 1099-HSA/MSA.

With respect to any trust you have created or for which you are the trustee, have any beneficiaries died during 2009?

Did you or your spouse make any contributions to a Qualified State Tuition Plan (Section 529 plans) or a Coverdell Educational Savings Account during 2009? If yes, enter the following:

Name of Designated Beneficiary	Social Security Number	State Sponsoring Plan	Account Number	2009 Amount Contributed

Did you engage in any bartering transactions?

Did you have any work outside of the U. S. or pay any foreign taxes?

Have you been involved in a reportable transaction? These are transactions which produce questionable tax shelters, transactions which provide refunds of lost tax benefits, and/or require strict confidentiality of the transaction's tax benefits which results in significant amounts of losses with book to tax differences or provides tax credits with holding periods of less than 45 days. Tax avoidance transactions are included in this category.

LOCAL EIT RETURNS **YES** **NO**

Does your resident jurisdiction require the filing of a local Earned Income Tax/School Tax Return?

It is the taxpayer's responsibility to inform us if a local Earned Income Tax return is required within their resident jurisdiction. Please provide the local forms whenever possible.

FEDERAL, STATE & CITY TAX PAYMENTS

Refund Application: If you have an overpayment of 2009 taxes, do you want the excess:
Refunded via a check in the mail. Refund via Direct Deposit (attach voided check)
Applied to your 2010 estimated tax liability

FEDERAL, STATE & LOCAL ESTIMATED TAX PAYMENTS

	DATE PAID	FED AMOUNT	STATE AMOUNT	LOCAL AMOUNT
2009 1st Qtr. ES due 04-15-2009				
2009 2nd Qtr. ES due 06-15-2009				
2009 3rd Qtr. ES due 09-15-2009				
2009 4th Qtr. ES due 01-15-2010				

With your authorization, the IRS and certain states allow us to verify credits, payments, etc. for your tax account online. Do we have your authorization to view this information if necessary?

Do you expect your 2010 taxable income and withholding to be generally the same as 2009? If no, please provide details.

Do you have any other income from any other source?
If yes, list type and amount: _____

For future use please provide your Active E-mail address: _____

Kindly sign below and return to our office with your tax information or at your scheduled appointment.
A copy can be made available to you upon request.

Very Truly Yours,

Certified Public Accountants

I (We) have submitted this information for the sole purpose of preparing my (our) tax return. Each item can be substantiated by receipts, canceled checks, or other documents. This information is true, correct, and complete to the best of my (our) knowledge. If applicable, both Taxpayer and Spouse must sign.

Accepted by: _____
Taxpayer Signature

Spouse Signature (if applicable)

Printed Name: _____

Date: _____