



**Jeanine J. Mays**  
— Certified Public Accountant —

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REVIEW ENGAGEMENT LETTER

(Date)

Board of Directors  
(Client Name)

Dear Board Members:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide.

I will perform the following services:

I will review the balance sheet of (Client Name) as of December 31, (year), and the related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

My review will consist primarily of inquiries of company personnel and analytical procedures applied to financial data and I will require a representation letter from management. A review does not contemplate obtaining an understanding of the internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and conducting certain other procedures ordinarily performed during an audit. Thus, a review does not provide assurance that I will become aware of all significant matters that would be disclosed in an audit. Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However I will inform you of any material errors, irregularities, or illegal acts of which I become aware during my engagement. I will not perform an audit of such financial statements, the objective of which is the expression of an opinion regarding the financial statements taken as a whole, and, accordingly, I will not express such an opinion on them.

My report on the financial statements is presently expected to read as follows:

I have reviewed the accompanying balance sheet of (Client Name) as of December 31, (year), and the related statements of income, retained earnings, and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of (Client Name).

My review consists principally of inquiries of company personnel and analytical procedures applied to financial data; it is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to accompanying financial statements in order for them to be in conformity with generally accepted accounting principles generally accepted in the United States of America.

If, for any reason, I am unable to complete my review of your financial statements, I will not issue a report on such statements as a result of this engagement.

It is my policy to keep work papers related to this engagement for seven years. Upon the expiration of the seven years the work papers will be destroyed. During the engagement I will only take copies of the original records and it is your responsibility to retain and protect your records for possible future use.

My fees for this will be at our regular hourly rates for the individual's involved plus direct out-of-pocket expenses. Payment for service is due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of days, we will stop all work until your account is brought current, or withdrawn from this engagement. (Client) acknowledges and agrees that we are not required to continue work in the event of (client's) failure to pay on a timely basis for services rendered as required by this engagement letter. (Client) further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of (client's) failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to (client) for any damages that occur as a result of our ceasing to render services.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

I shall be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Sincerely,

Jeanine J. Mays

Acknowledged:

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Firm name

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Representative

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Date