



## Investment Management Agreement

This Investment Management Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between Cambridge Advisors Inc., a Nebraska corporation ("Agent"), and the client ("Client"), signature(s) below.

**APPOINTMENT.** Client hereby appoints Agent as investment manager for a portion of Client's property (the "Portfolio") upon the terms and conditions of this agreement.

**AUTHORITY.** Client hereby grants to Agent full discretionary authority to supervise and direct the investment of the Portfolio without prior consultation with Client. Client hereby appoints Agent its attorney-in-fact with full power and authority on behalf of Client to (a) buy, sell, exchange, convert and otherwise trade in any and all securities in the Portfolio as Agent may select; and (b) establish and deal through accounts with one or more securities brokerage firms, dealers or banks as Agent may select. The Agent is authorized to direct Custodian to make distributions to Client or the Client's bank account.

**CUSTODY.** Agent shall not act as custodian for Portfolio assets nor take or have possession of any Portfolio assets. Agent shall select a third-party custodian to hold Portfolio assets, unless Client directs otherwise.

**BROKERAGE.** Agent may allocate orders for the execution of Portfolio transactions in such markets and at such prices and commission rates as Agent, in its good faith judgment, believes are in the best interest of Client. In allocating orders Agent may consider not only available prices and rates of brokerage commissions, but also other relevant factors, including without limitation; execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio management capabilities of Agent, and the value of an ongoing relationship of Agent with such brokers and dealers, without having to demonstrate that such factors are of direct benefit to the Portfolio.

**VOTING RIGHTS OF PORTFOLIO SECURITIES.** Agent shall vote proxies solicited by or with respect to the issuers of Portfolio securities, unless directed otherwise by the Client.

**BROCHURE ACKNOWLEDGMENT.** Client acknowledges that Agent has delivered to Client a brochure concerning Agent as prescribed by the Investment Advisor's Act of 1940 ("brochure") at least two days prior to the date first above written.

**COMPENSATION AND EXPENSES.** Agent shall be compensated for its services under this Agreement by a quarterly fee equal to 0.250 of 1% of the market value of the securities, including cash equivalents, in the portfolio on the beginning of such calendar quarter. Such fee shall be collected from the custodian in advance on the first day of each calendar quarter. If this Agreement is commenced on a date other than the beginning of a calendar quarter, the initial fee hereunder shall be collected in advance from the custodian and calculated as above (except the portfolio shall be valued as of the date of this Agreement) and pro-rated based on the number of days remaining in the calendar quarter from the date of the execution of this Agreement. Any of such costs and expenses not paid by automatic deductions associated with brokerage transactions shall be paid by the custodian. Agent shall pay custodian charges for the safekeeping of securities in the Portfolio only if the custodian is selected by the Agent. Any custodian charges of a custodian other than a custodian selected by Agent shall be paid by Client.

**TERMINATION.** This Agreement may be terminated at the end of any calendar quarter upon 30 days prior written notice by either party. In the event of termination, Agent may delay the distribution of a reasonable portion of the Portfolio and utilize such portion as needed to pay any unpaid costs or expenses which are required to be paid by Client hereunder. Any amounts of the retained portion of the portfolio which are not used for such purposes shall be returned to Client.

**NON-EXCLUSIVE CONTRACT.** It is understood that Agent renders investment advisory services for many clients. Nothing in this Agreement shall be deemed to impose upon Agent an obligation to purchase or sell or to recommend for purchase or sale by or for Client any security of other property which any officers, directors, shareholders, agents, employees or affiliates of agent may

purchase or sell for their own accounts or which Agent may purchase or sell for the account of any other client. Client recognizes that transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

**INSTRUCTIONS.** Instructions by Agent to the custodian may be made orally and confirmed in writing as soon as practicable thereafter.

**REPORTS.** Agent will render to Client as of the last day of the calendar quarter a written report of the securities in the Portfolio. It is understood and agreed that Agent, in the maintenance of its records, does not assume responsibility of the accuracy of any information furnished by any other party to Client.

**ARBITRATION.** Except as may be prohibited by law, all controversies which may arise between Client and Agent concerning any transaction or the construction, performance or breach of this or any other agreement between them, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any such arbitration shall be determined pursuant to United States federal arbitration laws and regulations before one of the following bodies in accordance with its then existing rules:

- (a) The New York Stock Exchange, Inc. or an arbitration facility provided by any other exchange (If applicable and available).
- (b) National Association of Security Dealers, Inc. (If applicable and available).
- (c) American Arbitration Association.

Client may elect which of the aforementioned bodies shall be used, provided that such election is made by registered letter or telegram addressed to Agent at its then current address and received by Agent before the expiration of five (5) days after the receipt by Client of a written request from Agent to make such election. If Client fails to make such election as required above, then Agent may make such elections. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

**ASSIGNMENT.** This Agreement is not assignable by either party without prior written consent of the other.

**AMENDMENT.** No provision of this Agreement may be waived, altered, or amended except by written agreement executed by both parties.

**ENTIRE AGREEMENT.** The Agreement and undertakings set forth herein constitute the entire agreement between the parties hereto with respect to the investment and management of the Portfolio.

**CONSTRUCTION.** Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions. Each of the provisions of the Agreement is severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision.

**LAW.** This Agreement shall be construed and interpreted under the laws of the State of Nebraska and any litigation arising from this Agreement shall be brought in a court located in the State of Nebraska.

CLIENT: \_\_\_\_\_ S. S. No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 \_\_\_\_\_ S. S. No. \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address : \_\_\_\_\_  
 \_\_\_\_\_

AGENT: Cambridge Advisors Inc.

By \_\_\_\_\_