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INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement is between the Investment Advisory Firm, Berkeley, Inc. and

_____.

Your legal address:

Your Social Security number:

Berkeley, Inc. is registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940 and you wish to retain us to act as your investment advisor with the terms and conditions of this Agreement.

The Agreement is intended to outline the responsibilities of the parties with regard to the investment management services to be provided by Berkeley, Inc.

- (1) We will provide the benefit of continuing studies of economic conditions, securities markets, and other investment issues. On the basis of these studies, we shall make modifications periodically regarding client asset allocations including the specific selection of money market accounts, CDs, municipal and government securities, unit investment trusts, individual securities, mutual funds, annuities, insurance investments and other investments introduced in the future.
- (2) We will, after consulting with you, recommend maintaining and/or establishing, in your name, accounts to deposit funds and/or securities, which shall be referred to as "managed assets."
- (3) You may at any time increase or decrease managed assets. Your account(s) will always be held solely in your name and require your authorization for withdrawal.
- (4) We will, quarterly, provide a statement setting forth the funds and securities, which constitute your managed assets at the end of each quarter. In addition, you shall receive from all corresponding brokers, banks, mutual funds, and/or insurance companies a statement reflecting your investment(s) in their custody.
- (5) Upon your approval and at your directions, we shall make exchanges and transfers of the assets in your managed assets. You are under no obligation to follow our recommendations.
- (6) You shall pay Berkeley, Inc. for its services a quarterly fee based upon the gross value of your managed assets, in accordance with Berkeley Inc.'s current fee schedule. Fees are due in advance, beginning the quarter of the contract date. Fees may be deducted directly from an appropriate account. You hereby authorize Berkeley, Inc. to withdraw its quarterly service fee from your account(s).

- (7) You understand that the past performance of investments recommended by Berkeley, Inc. should not be construed as an indication of future results, which may prove to be better or worse than the past. Your investment may go up or down in value, depending on market conditions. We make no promises, representations or warranties that any of our services will result in profits to you. We may rely on information furnished to us, which is believed to be reasonably accurate and reliable.
- (8) This agreement may be modified only in writing. This agreement is terminable by you within five business days, without penalty, from the date of acceptance. Any fees paid in advance are refundable on a prorated basis. This Agreement may be terminated upon written notice by either party. This Agreement is not assignable by Berkeley, Inc. without your advance written consent.
- (9) If this Agreement is established by you the undersigned in a fiduciary capacity, you hereby certify that you are legally empowered to enter into or perform this Agreement in such capacity. If this agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to act on its behalf in connection with this Agreement.
- (10) This Agreement shall be governed by the laws of Idaho. This Agreement contains all the understanding of the parties as to this engagement.
- (11) You certify that the Social Security Number (Tax Identification Number) set forth above is correct and that you are not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision. You certify that you are a citizen of the United States.

The fee for the upcoming quarter will be calculated at one-fourth of the following rates:

<u>Account Size</u>	<u>Annual Fee Rate</u>
Up to \$500,000	\$2,500 or .90% whichever is greater
Next \$500,000	.75%
Next \$1,000,000	.60%
Above \$2,000,000	.45%

Berkeley, Inc.'s fee is based on the market value of the account at the end of each calendar quarter. Fees for the partial quarters at the commencement and termination of this Agreement will be prorated.

Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by binding arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

By signing this agreement, you acknowledge that you have received the General Information & Disclosure Statement and, upon request, we will provide you with Berkeley, Inc.'s latest filing of Part II of Form ADV Registration Application.

Client signature: _____ Date: _____

Spouse signature: _____ Date: _____

Accepted by: _____ Date: _____

Berkeley, Inc.
Registered Investment Advisor