

INVESTMENT ADVISORY AGREEMENT

AGREEMENT, made this _____ day of _____, 20____ between the undersigned party, _____ whose mailing address is _____ (hereinafter referred to as the “**CLIENT**”), and SCARBOROUGH CAPITAL CORPORATION, a registered investment adviser, whose mailing address is One Bridge Street, Suite 70, Irvington, New York 10533 (hereinafter referred to as the “**ADVISER**”).

1. Scope of Engagement.

(a) The **CLIENT** hereby appoints the **ADVISER** as an Investment Adviser to perform the services hereinafter described, on a non-discretionary basis (as qualified by subparagraph 1(f) below). The **ADVISER** shall be responsible for the review of the **CLIENT**'s present financial situation and shall provide **CLIENT** with advice in respect thereof, including advice in respect of the investment and reinvestment of those assets designated by the **CLIENT** to be subject to the **ADVISER**'s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “**Assets**” or “**Account**”);

(b) The **CLIENT** agrees to provide information and/or documentation requested by **ADVISER** in furtherance of this **Agreement** as pertains to **CLIENT**'s investment objectives, needs and goals, and to keep **ADVISER** informed of any changes regarding same. The **CLIENT** acknowledges that **ADVISER** can not adequately perform its services for the **CLIENT** unless the **CLIENT** diligently performs his/her/their/its responsibilities under this **Agreement**. **ADVISER** shall not be required to verify any information obtained from the **CLIENT**, **CLIENT**'s attorney, accountant or other professionals, and is expressly authorized to rely thereon. **The CLIENT is free at all times to accept or reject any recommendation from ADVISER, and the CLIENT acknowledges that he has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from ADVISER;**

(c) **ADVISER**'s recommendations are based upon its professional judgement. **ADVISER** can not guarantee the results of any of its recommendations;

(d) The **CLIENT** acknowledges that the **ADVISER** shall, in accordance with the **CLIENT**'s investment objective(s), recommend that the **CLIENT** allocate the **Assets** among various mutual funds, including the mutual funds which comprise one or more of the **ADVISER**'s proprietary mutual fund asset management programs:

(e) Mutual Fund Programs - The following disclosure is specifically applicable to **ADVISER**'s proprietary mutual fund asset management strategies:

1. **Initial Interview** – at the opening of the **Account**, the **ADVISER** shall obtain from the **CLIENT** information sufficient to determine the **CLIENT**'s financial situation and investment objectives;

2. **Individual Treatment** - the **Account** is managed on the basis of the **CLIENT**'s financial situation and investment objectives;

3. **Quarterly Notice** – at least quarterly the **ADVISER** shall notify the **CLIENT** to advise the **ADVISER** whether the **CLIENT**'s financial situation or investment objectives have changed, or if the **CLIENT** wants to impose and/or modify any reasonable restrictions on the management of the **Account**.

4. **Annual Contact** – at least annually, the **ADVISER** shall contact the **CLIENT** to determine whether the **CLIENT**'s financial situation or investment objectives have changed, or if the **CLIENT** wants to impose and/or modify any reasonable restrictions on the management of the **Account**;

5. **Consultation Available** – the **ADVISER** shall be reasonably available to consult with the **CLIENT** relative to the status of the **Account**;

6. **Quarterly Statement** - the **CLIENT** shall be provided with a quarterly statement containing a description of all activity in the **Account** during the preceding period;

7. **Ability to Impose Restrictions** – the **CLIENT** shall have the ability to impose reasonable restrictions on the management of the **Account**, including the ability to instruct the **ADVISER** not to purchase certain mutual funds;

8. **No Pooling** - the **CLIENT**'s beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the **Account**;

9. **Separate Account** - a separate account is maintained for the **CLIENT** with the Custodian;

10. **Ownership** - each **CLIENT** retains indicia of ownership of the **Account** (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations); and

11. *Adviser's Fee* - the **ADVISER** believes that its annual fee is reasonable in relation to: (1) the advisory services provided under this **Agreement**; and (2) the fees charged by other investment advisers offering similar services/programs. *However*, **ADVISER's** annual investment management fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to *Adviser Compensation* (see paragraph 2 below), the **CLIENT** will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses) and charges imposed by the **Account** custodian;

(f) With respect to the **ADVISER's** mutual fund asset allocation programs, the **CLIENT** expressly authorizes the **ADVISER** to add and/or remove individual mutual funds which comprise any specific program, provided that any such change is consistent with the overall objective of the specific program. *However*, the **ADVISER** shall not, without the express prior authorization from the **CLIENT**, transfer the **Assets**, or any portion thereof, from one mutual fund asset allocation program to another; and

(g) **CLIENT** acknowledges and understands that the service to be provided by **ADVISER** under this **Agreement** is limited to the management of the **Assets** and **does not** include financial planning or any other related or unrelated services.

2. Adviser Compensation.

(a) The **ADVISER's** annual fee for investment management services provided under this **Agreement** shall be a percentage (%) of the market value of the **Assets** under management in accordance with the fee schedule annexed hereto and made a part hereof as Exhibit "A". This annual fee shall be prorated and paid quarterly, in arrears, based upon the market value of the **Assets** on the last day of the previous quarter. No increase in the annual fee shall be effective without prior written notification to the **CLIENT**;

(b) **CLIENT** authorizes the Custodian of the **Assets** to charge the **Account** for the amount of the **ADVISER's** fee and to remit such fee to the **ADVISER** in accordance with required SEC procedures;

(c) In addition to **ADVISER's** annual investment management fee, the **CLIENT** shall also incur, relative to all mutual fund purchases, charges imposed directly at the mutual fund level (e.g. advisory fees and other fund expenses; and

(d) No portion of *Adviser Compensation* shall be based on capital gains or capital appreciation of the **Assets** except as provided for under the Investment Advisers Act of 1940.

3. Custodian. The **Assets** shall be held by an independent custodian, not the **ADVISER**. The custodial fees charged to the **Account** are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 hereof. The **CLIENT** authorizes the **ADVISER** to give instructions to the custodian in furtherance of **ADVISER's** services under this **Agreement**. *However*, **ADVISER** is not authorized to effect transactions for the **Account** without the prior authorization from the **CLIENT**, exclusive of the addition and/or subtraction of individual mutual funds that comprise a specific mutual fund asset allocation program (see subparagraph 1(f) above).

4. Execution of Brokerage Transactions (when applicable). If requested, **ADVISER** will arrange for the execution of securities brokerage transactions for the **Assets** through Broker-Dealers that **ADVISER** reasonably believes will provide "best execution". In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Broker-Dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although **ADVISER** will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for **Account** transactions.

Consistent with obtaining best execution, transactions for **CLIENT's Account** may be directed to Broker-Dealers in return for research products and/or services which assist **ADVISER** in its investment decision making process. Such research generally will be used to service all of **ADVISER's** clients, but brokerage commissions paid by **CLIENT** may be used to pay for research that is not used in managing **CLIENT's Account**. The **Account** may pay to a Broker-Dealer a commission greater than another qualified Broker-Dealer might charge to effect the same transaction where **ADVISER** determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Transactions for each client account generally will be effected independently, unless **ADVISER** decides to purchase or sell the same securities for several clients at approximately the same time. **ADVISER** may (but is not

obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among **ADVISER**’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among **ADVISER**’s clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that the **ADVISER** determines to aggregate client orders for the purchase or sale of securities, including securities in which **ADVISER**’s principal(s) and/or associated person(s) may invest, the **ADVISER** shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* The **ADVISER** shall not receive any additional compensation or remuneration as a result of the aggregation.

The **CLIENT** may direct **ADVISER** in writing to use a particular Broker-Dealer to execute some or all transactions for the **Account** (subject to **ADVISER**’s right to decline or terminate the engagement). In that case, **CLIENT** will negotiate terms and arrangements for the **Account** with that Broker-Dealer, and **ADVISER** will not seek better execution services or prices from other Broker-Dealers or be able to “batch” **CLIENT** transactions for execution through other Broker-Dealers with orders for other accounts managed by **ADVISER**. As a result, **CLIENT** may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the **Account** than would otherwise be the case.

5. Account Transactions

(a) The **CLIENT** recognizes and agrees that in order for **ADVISER** to discharge its responsibilities, **ADVISER** may, upon prior authorization from the **Client**, effect securities transactions for the **Account**;

(b) Commissions and/or transaction fees are generally charged for effecting securities transactions;

(c) Neither **ADVISER**, nor any of its principals or associated persons, will receive any portion of the commissions and/or transaction fees charged to the **Account**. However, in return for effecting securities brokerage transactions through certain broker-dealers, **ADVISER** may receive from those broker-dealers certain investment research products and/or services which assist **ADVISER** in its investment decision making process for the **CLIENT**, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934; and

(d) The brokerage commissions and/or transaction fees charged to **CLIENT** for securities brokerage transactions are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 hereof.

6. Risk Acknowledgment. **ADVISER** does not guarantee the future performance of the **Account** or any specific level of performance, the success of any investment decision or strategy that **ADVISER** may use, or the success of **ADVISER**’s overall management of the **Account**. **CLIENT** understands that investment decisions made for the **Account** by **ADVISER** are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

7. Directions to the Adviser. Except for decisions regarding the purchase and/or sale of specific investments, all directions by the **CLIENT** to the **ADVISER** (including notices, instructions, directions relating to changes in the **CLIENT**’s investment objectives) shall be in writing. The **ADVISER** shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein. **ADVISER** shall endeavor to process all **Account** transactions in a timely manner, but does not warrant or represent that any such transaction shall be effected on the same day as requested.

8. Adviser Liability. Except as otherwise provided by federal or state securities laws, the **ADVISER**, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement** including, but not limited to, the investment of the **Assets**, or the acts and/or omissions of other professionals or third party service providers recommended to the **CLIENT** by the **ADVISER**, including a broker-dealer and/or custodian. If the **Account** contains only a portion of the **CLIENT**’S total assets, **ADVISER** shall only be responsible for those assets that the **CLIENT** has designated to be the subject of the **ADVISER**’S investment management services under this Agreement without consideration to those additional assets not so designated by the **CLIENT**.

9. Proxies. Unless the **CLIENT** directs otherwise in writing, the **CLIENT** shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the **CLIENT** shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other

type events pertaining to the **Assets**. **ADVISER** is authorized to instruct the Custodian to forward to **CLIENT** copies of all proxies and shareholder communications relating to the **Assets**.

10. Reports. The **ADVISER** and/or the **Account** Custodian shall provide the **CLIENT** with periodic investment reports for the **Account**.

11. Termination. This **Agreement** will continue in effect until terminated by either party by written notice to the other (**email notice will not suffice**), which written notice must be signed by the terminating party. Termination of this **Agreement** will not affect (i) the validity of any action previously taken by **ADVISER** under this **Agreement**; (ii) liabilities or obligations of the parties from transactions initiated before termination of this **Agreement**; or (iii) **CLIENT**'s obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this **Agreement**, **ADVISER** will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the **Account**.

12. Assignment. This **Agreement** may not be assigned (within the meaning of the Advisers Act) by either the **CLIENT** or the **ADVISER** without the prior written consent of the other party. The **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of the **ADVISER** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

13. Non-Exclusive Management. **ADVISER**, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the **ADVISER** does for the **Account**. **CLIENT** expressly acknowledges and understands that **ADVISER** shall be free to render investment advice to others and that **ADVISER** does not make its investment management services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon the **ADVISER** any obligation to purchase or sell, or to recommend for purchase or sale, for the **Account** any security which the **ADVISER**, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of the **ADVISER** such investment would be unsuitable for the **Account** or if the **ADVISER** determines in the best interest of the **Account** it would be impractical or undesirable.

14. Death or Disability. The death, disability or incompetency of **CLIENT** will not terminate or change the terms of this **Agreement**. However, **CLIENT**'s executor, guardian, attorney-in-fact or other authorized representative may terminate this **Agreement** by giving written notice to **ADVISER**.

15. Arbitration. Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **ADVISER**'s services under this **Agreement**, both **ADVISER** and **CLIENT** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. **ADVISER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both ADVISER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.** **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of *Adviser Compensation* pursuant to paragraph 2 of this **Agreement**, **ADVISER**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

16. Disclosure Statement. The **CLIENT** hereby acknowledges prior receipt of a copy of the Disclosure Statement of the **ADVISER** as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). **CLIENT** further acknowledges that he has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this **Agreement**. Any **CLIENT** who has not received a copy of the **ADVISER**'s Disclosure Statement at least 48 hours prior to execution of this **Agreement** shall have 5 business days from the date of execution of this **Agreement** to terminate **ADVISER**'s services without penalty.

17. Severability. Any term or provision of this **Agreement** which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without

rendering invalid or unenforceable the remaining terms or provisions of this **Agreement** or affecting the validity or enforceability of any of the terms or provisions of this **Agreement** in any other jurisdiction.

18. Client Conflicts. If this **Agreement** is between the **ADVISER** and related clients (i.e. husband and wife, etc.), **ADVISER**'s services shall be based upon the joint goals communicated to the **ADVISER**. **ADVISER** shall be permitted to rely upon instructions from either party with respect to disposition of the **Assets** or the **Account**, unless and until such reliance is revoked in writing to the **ADVISER**. The **ADVISER** shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

19. Privacy Notice. The **CLIENT** acknowledges prior receipt of the **ADVISER**'s *Privacy Notice*.

20. Applicable Law. This **Agreement** supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of New York. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **ADVISER** and **CLIENT** shall be the County of Westchester, State of New York.

IN WITNESS WHEREOF, the **CLIENT** and **ADVISER** have each executed this **Agreement** on the day, month and year first above written.

, Client

, Client

SCARBOROUGH CAPITAL CORPORATION

By: _____
Denis A. Cardone, President

EXHIBIT A

Scarborough Capital Corporation (SCC) shall charge an annual asset management fee based upon a percentage of the market value of the assets being managed by SCC. The annual aggregate investment management fee charged shall vary depending upon the dollar amount of assets managed, the client's investment objective(s), and the specific market asset management program(s) desired, but shall generally follow the following formula:

Fee Schedule

Assets Under Management	Annual Fee
\$0 - \$250,000	0.70%
\$250,000 - \$500,000	0.70%
Greater than \$500,000	0.70%

SCC's annual investment management fee shall be pro-rated and paid quarterly, in arrears, based upon the market value of the assets on the last day of the previous quarter. SCC generally imposes an account minimum of \$50,000.00 for investment management services. However, SCC, in its sole discretion, may waive its established minimum or charge a lower investment management fee based upon certain criteria (i.e. anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, client negotiation, etc.).