

INVESTMENT ADVISORY AGREEMENT

The undersigned (“Client”) hereby employs Cambridge Financial Group, Inc. (“Manager”) as investment manager for a fund in the name of _____ (“Account”) consisting of certain securities and/or cash (listed in the attached Schedule A) as are in an account or accounts in the name of “Client” at certain banks or brokerage firms. Management of said “Account” shall be under the following conditions:

1. “Manager” will have the discretionary power and authority without prior consultation with “Client,” and at the risk of “Client,” to buy, sell, exchange, convert and otherwise trade in, retain, or reinvest in stocks, bonds, and other securities of any kind of such type, in such amounts, at such prices, and in such a manner as “Manager” deems advisable.

2. In rendering Investment Management Services, “Manager” relies upon a variety of sources of information, all of which it believes to be reliable. Opinions and judgments on which investment decisions are based will be made in good faith, but cannot be guaranteed.

3. “Client” acknowledges that “Manager” will exercise its best professional judgment in acting for the “Client’s” “Account,” that realized capital losses as well as gains may result, and that there is no guarantee of profit. Nothing herein, however, shall limit a person’s right to institute legal proceedings under Federal and State security laws.

4. “Client” instructs “Manager” to use _____ as broker, at a pre-agreed-upon rate of _____. “Client” acknowledges that “Client” has negotiated the agreed-upon rate for services that the “Client” has selected, in addition to execution and settlement services. “Client” understands that “Manager” is not in a position to monitor fees paid to designated broker or the nature and quality of services provided. Lacking such designation of a specific broker, and/or in instances wherein designated broker is unable to provide appropriate services, “Manager” will provide “Client” with a selection of brokers to effect transactions and any other necessary services, and if requested, will consult with “Client” on the selection of a broker for a “Client’s” account. The final selection, however, will be made by the “Client,” and at such time, the provisions noted above will apply.

5. “Client” agrees to pay an annual management fee to “Manager” in the amount of:

_____ % of the first \$ _____ value of the “Account.”

_____ % of the next \$ _____ value of the “Account.”

_____ % of the “Account” value in excess of \$ _____.

Said fees are to be billed in advance on a quarterly basis at the rate of one-quarter (1/4) of the annual fees. Fees are based upon the market value of the "Account" as of the last business day of the prior quarter, excepting the initial fee, which shall be for the remaining balance of the initial quarter and based upon the initial market value of the "Account." Additions to the "Account" will be billed on a like basis. Upon termination, "unearned fees" will be refunded to the "Client" on a pro-rata basis. There shall be no compensation on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the "Client," except as may be authorized by regulations.

6. This agreement shall continue in effect until terminated by "Client" or "Manager," either of whom may terminate this agreement at any time by written notice to the other. "Client" has the right to cancel this agreement within five days after the execution without obligation.

7. "Client" agrees to notify "Manager" of any change in the cash and securities subject to this agreement, the transfer of any cash or securities subject to this agreement into another account or accounts, and all upcoming, significant cash needs of an unusual nature, from this account.

8. "Manager" may not assign this agreement without prior consent of the "Client."

9. "Client" acknowledges receipt of a copy of the "Manager's" information as contained in Part II of Form ADV as required by Rule 204-3 of the Investment Advisors Act of 1940. "Client" further acknowledges that the investment approach to be utilized by "Manager" is appropriate for the "Client's" circumstances and agrees to notify "Manager" of a change in circumstances or objectives.

10. "Manager" acknowledges that, for ERISA accounts, it is a fiduciary within the meaning of Section 3(21) of ERISA and of Section 4975 of the Internal Revenue Code of 1986, as amended.

11. "Client" authorizes Custodian to pay Investment Advisory Fees to "Manager" directly out of the funds and securities held by the Custodian in the "Client's" account.

X _____
Client's Signature *Date*

X _____
Client's Signature *Date*

Cambridge Financial Group, Inc.

By: _____

Date: _____

