

Signet

Asset Management

Investment Management Agreement

An Agreement, effective this day of , 20 , entered into by and between Signet Asset Management (hereinafter referred to as “Manager”) and the party or entity whose styling appears immediately below (hereinafter referred to as “Client”):

Client contracts with Manager for and Manager agrees to provide Investment Management services for Client’s Account on the terms and conditions set forth herein:

1. Term. The term of this Agreement shall commence on the effective date set forth above and shall continue until terminated by written notice of termination delivered to the non-terminating party at least thirty (30) days prior to the effective date of such termination. Absent Client’s instructions to the contrary, Manager will not enter into further discretionary transactions for the Account after the date on which termination notice is received.

2. The Account. The Account shall consist of such cash, securities and other assets as Client may from time to time place under the supervision of Manager or which shall become part of the Account as a result of transactions therein or otherwise. Except as otherwise instructed by Client, dividends, interest and other income earned by the Account will be retained therein for investment.

3. Agency & Authority. Client appoints Manager as Agent to analyze and appraise the assets in the Account and to act on Client’s behalf in the purchase, sale, exchange, or tender of stocks, bonds, and other securities as may from time to time in Manager’s opinion become necessary. Manager is granted full investment power and authority to cause securities transactions to be made in Client’s name for the account and risk of Client, subject to any limitations imposed by Exhibit B. Manager is authorized to give settlement instructions for such transactions to Client’s duly appointed custodians. Manager’s agency authority extends only to the totality of Client’s assets originally placed under Manager’s supervision (enumerated in Exhibit A hereto), as augmented by additions of cash or securities, realized capital gains, and dividend/interest income or diminished by withdrawals of cash or securities, realized capital losses and payment of investment management fees.

4. Investment Policy. Exhibit B hereto prescribes the guidelines for investment policy which Manager will observe in providing services. Within these guidelines, Manager shall have complete discretion as to the choice of securities and allocation of assets between

different asset classes. Manager's discretion shall also extend to the choice of broker or brokers through which securities transactions will be executed, unless such choice is specifically directed by Client. If Client elects not to provide an Exhibit B to be part of this Agreement, Manager will invest Account assets according to his best judgment after consultations with Client.

5. Custody. Account assets will be held by Client's duly appointed custodian. Manager will at no time have possession of Account assets and assumes no liability for safekeeping thereof. Manager will at no time have access to these assets, except that custodian may debit the account for management fees authorized in advance by Client. Client may at any time make additions to or withdrawals of assets in the Account.

6. Reports. Client will receive a quarterly portfolio valuation showing the cost and market value of all holdings as of the valuation date, normally the last day of a calendar quarter. Manager assumes no responsibility for further accounting of any sort pertaining to assets under management unless specifically engaged for this duty by separate agreement.

7. Management Fee. Compensation to Manager for services to be performed under this Agreement will be as mutually agreed and detailed in Exhibit C hereto.

8. Amendment. Client has the right to amend this Agreement or to give Manager special instructions. Such amendment or special instructions must be in writing and will become effective and binding upon receipt by Manager.

9. Warranty & Indemnification. Manager warrants that all his actions under this Agreement will be carried out in good faith and to the best of Manager's ability. Manager makes no warranty with regard to investment results. Client agrees to indemnify and hold Manager harmless from and against any liability, loss, claim, damage or expense resulting from Manager's exercise of authority herein granted, including claims from third parties, except in the event of loss arising from breach of fiduciary duty. Manager shall not be liable for any loss, claim, damage or expense resulting from compliance with any special instruction received from or special condition imposed by Client.

10. Assignment. This Agreement, or any rights, duties, benefits or obligations thereunder, shall not be assigned by either party without the prior written consent of the other.

11. Notices. All notices, communications and instructions required or given pursuant to this Agreement shall be in writing and considered sufficient in all respects if delivered personally and signed for by the recipient or if sent by registered or certified mail to the parties hereto at the addresses appearing beneath their signatures below.

12. Venue & Severability. This Agreement shall be governed and construed under and in accordance with the laws of the State of Texas. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

Receipt of Disclosure Statement. (Check appropriate box)

[] As required by Rule 204-3 of the Investment Advisers Act of 1940, Client has received a copy of Manager/s Form ADV, Part II (the disclosure statement or “brochure”) more than 48 hours prior to entering into this Agreement.

[] Client has received a copy of Manager’s Form ADV, Part II at the time of entering into this Agreement and is aware of Client’s right to terminate this Agreement without penalty within five (5) days after entering into this Agreement.

This Agreement is hereby executed by the parties or their duly authorized representatives as of the date first set forth above.

Client:

Manager:

(Print or type Account styling)

Signet Asset Management

By: _____
(Signature of Client or representative)

By: _____

Title: _____

Title: _____

Address:

P.O. Box 121967

Fort Worth, TX 76121

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Exhibit A

(List or describe below initial Account assets)

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Exhibit B

(Please state Client's investment objective and provide guidelines, if any, for investment of Account assets with regard to asset allocation, equities and fixed-income securities, and any restrictions on Manager's discretionary authority.)

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Exhibit C

Fee schedule

Management fee is _____% p.a. of the total market value of assets under management, computed and payable quarterly in advance.