

**Jeffrey Jacob Holland Investments LLC
723 South Lincoln
Hinsdale, Illinois 60521**

**DISCRETIONARY ACCOUNT
INVESTMENT ADVISORY AGREEMENT
[ERISA ACCOUNT]**

[Name and address of client]

Ladies and Gentlemen:

The undersigned ("Client") engages Jeffrey Jacob Holland Investments LLC ("Advisor") as investment advisor for the assets which Client informs Advisor that Client wishes to place under management and which are described in Exhibit A (the "Account"), and Advisor agrees to serve in that capacity, on the following terms and conditions:

1. Discretionary Authority

Advisor shall have full power to supervise and direct the investment of the Account, making and implementing investment decisions in accordance with Exhibit A, all without prior consultation with Client, in accordance with such objectives as Client may, from time to time, have furnished Advisor in writing, and subject only to such written limitations as Client may impose and the further limitations on Advisor's authority as set forth in Exhibit A.

2. Custody of Assets of Account

Client may appoint a custodian to take and have possession of the assets of the Account. Advisor shall not be the custodian. It is contemplated that the assets of the Account will be invested with mutual funds and the assets will be held by the transfer agents of such mutual funds or other affiliate of such mutual funds in your name.

3. Brokerage of Account Transactions

Advisor may place orders for the execution of transactions with or through such brokers, dealers, or banks as Advisor may select and, complying with Section 28(e) of the Securities Exchange Act of 1934, may pay a commission on transactions in excess of the amount of commission another broker or dealer would have charged.

4. Reports to Client

Client will receive reports showing all of the investments of the Account after the end of each calendar quarter, which reports shall be prepared by the mutual fund company with custody of the assets of the Account. Copies of confirmations of transactions executed will be sent promptly to Custodian. Advisor does not assume responsibility for the accuracy of information furnished by Client or any other party.

5. Voting of Portfolio Securities

Decisions on voting of proxies

Check will be made by Adviser.
appropriate

box are reserved to the trustee of Client's Account or a named
fiduciary of Client's Account.

6. Confidential Relationship

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

7. Non-Exclusive Contract and Performance of Services

Advisor acts as Advisor to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the timing or nature of action taken, with respect to the Account. Advisor shall have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security which Advisor, its principals, affiliates or employees may purchase or sell for themselves or for any other clients.

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. Client acknowledges that Client's investment objectives may not be reached and that the Account may not be profitable.

In the performance of Advisor's services hereunder, Advisor shall not be liable for any failure to recommend any purchase or sale, or other investment strategy on the basis of any information known to Advisor where the utilization of such information might, in Advisor's opinion, constitute a violation of any federal or state law, rules or regulations, or the breach of any fiduciary duty or confidential relationship between Advisor and any other person or persons.

8. Agreement Not Assignable

No assignment (as that term is defined in the Investment Advisors Act of 1940) of this agreement may be made by Advisor without written consent of Client.

9. Termination

This agreement may be terminated at any time upon 30 days prior written notice by either party. Fees will be prorated to date of termination and any unearned portion of prepaid fees will be refunded to Client.

10. Representations

Advisor represents that it is registered as an investment Advisor with the State of Illinois and that such registration is currently effective. In the event that Advisor becomes subject to the investment adviser registration requirements of the Securities and Exchange Commission ("SEC"), Advisor undertakes to register with the SEC. Advisor acknowledges that it is a "fiduciary" (as that term is defined by the Employee Retirement Security Act of 1974, as amended ("ERISA")) with respect to the Account.

Client represents that employment of Advisor, including the right to make decisions with respect to the voting of proxies, if granted, is authorized by, has been accomplished in accordance with, and does not violate, the documents governing the Account. Client will furnish Advisor with true copies of all governing documents. Client acknowledges that it is a "named fiduciary" with respect to the control or management of the assets of the Account; and Client agrees to obtain and maintain a bond, satisfying the requirements of Section 412 of ERISA, and to include Advisor, and its agents, among those insured under that bond.

11. Limitation on Liability

Advisor shall not be liable for any error of judgment or for any other act or omission in the performance of its obligations to the Client hereunder except for liability to which Advisor would be subject by reason of malfeasance, violation of applicable law, or negligence. Without limiting the generality of the foregoing, Advisor shall not be liable for any decrease in the value of the Account or investment losses sustained, or failure to achieve specific investment performance objectives, in the good-faith supervision of the Account.

The federal and state securities laws impose liability on an investment advisor under certain circumstances where such advisor has acted in good faith. Accordingly, nothing in this Agreement shall constitute or be deemed to constitute a waiver or limitation of any rights that the Client may have under federal or state securities laws.

12. Communications

Instructions with respect to securities transactions may be given orally and, where deemed necessary, may be confirmed in writing as soon as practicable.

Notices of termination of this Agreement or any other communication under this Agreement, except as provided above, shall be sent by certified mail, personal delivery or overnight courier service and shall be deemed given when received or rejected at the addresses specified above, or at such other address as a party to receive notice may specify in a notice given in accordance with this provision. Advisor may rely on any notice from any person reasonably believed to be genuine and authorized.

13. Fees

Advisor's compensation for services shall be calculated and paid in accordance with the attached Schedule of Fees set forth on Exhibit A.

14. Severability

If any provision of this Agreement, or the application of such provision(s) to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

15. Disclosure Statement

Client acknowledges receipt of Advisor's Disclosure Statement, as required by Section 130.846 under the Illinois Securities Act, not less than 48 hours prior to the date of execution of this agreement shown below.

Client acknowledges receipt of Advisor's Disclosure Statement less than 48 hours prior to, but not later than, the date of execution of this Agreement. Accordingly, Client shall have the option to terminate this agreement without penalty within five business days after that date of execution; provided, however, that any investment action taken by Advisor with respect to the Account prior to the effective date of such termination shall be at Client's risk.

16. Entire Agreement; Governing Law

This Agreement constitutes the entire agreement of the parties with respect to management of the Account and the other matters set forth herein and supersedes all proposals, oral or written, and all other communications and prior agreements between them with respect to the subject matter of this Agreement. This Agreement can be amended only by written document signed by the parties. It shall be governed by the law of the State of Illinois.

[Date of Execution]

[Signature]

[Print Name]

Agreed and Accepted:

Jeffrey Jacob Holland Investments LLC

By: _____, 200__

[Date of Acceptance]

Title: _____

EXHIBIT A

SCHEDULE OF ASSETS

Current Allocations will be made to client upon request. Client must sign confidentiality agreement stating that these allocations will be used for his/her own investment purposes and may not be shared with any third party or to begin a competing business.

INVESTMENT STATEMENT AND INVESTMENT GUIDELINES

Jeffrey Jacob Holland Investments has (4) choices for you the customer to invest:
(please circle your choice)

1. Aggressive Portfolio, consisting of 92.5% global equities and 7.5% in short term money market funds, and allocated between such asset classes as Jeffrey Jacob Holland Investments shall determine. This portfolio is recommended to clients with a ten year or greater time frame.

2. Neutral Portfolio, consisting of 85% global equities and 15% invested in fixed income and money market funds, and allocated between such asset classes as Jeffrey Jacob Holland Investments (“JJHI”) shall determine. This portfolio is recommended to clients with an eight year or greater time frame.

3. Conservative Portfolio, consisting of 70% global equities and 30% invested in fixed income and money market funds, and allocated between such asset classes as JJHI shall determine. This portfolio is recommended to clients with a six year or greater time frame.

4. Balanced Portfolio, consisting of 50% global equities and 50% invested in fixed income and money market funds, and allocated between such asset classes as JJHI shall determine. This portfolio is recommended to clients with a four year or greater time frame.

LIMITATIONS IMPOSED BY CLIENT

SCHEDULE OF FEES FOR ADVISORY SERVICES

The annual fee to the Client is .625% of assets under management. One Twelfth (1/12) of the annual fee, which payable is monthly in arrears is .05208% monthly.

The accounts/portfolios contain mutual funds, etf's, and money markets that charge their own fee(s), including advisory fees, administrative fees and other costs.

JJHI's advisory fees will automatically be debited from the Client's account at Fidelity Investments at the end of each month administrative fees and other costs.

If the Client leaves mid month – the Client will not have to pay that monthly fee.