

Investment Management Agreement

_____ (hereafter referred to as “the client”) appoints Patrick Mauro Investment Advisor, Inc. (PMIA) as investment manager for certain assets of _____ listed in Exhibit A (month end statement for _____ or any other statement or list provided to PMIA,) on the following terms and conditions:

1. PMIA is authorized to manage the assets in the account without prior consultation or approval of the client, subject to limitations, restrictions, and objectives as set forth in this agreement.
2. The client shall maintain this account at _____ initially upon signing this agreement. At any time subsequent to the signing of this agreement, the client may move all or part of the assets to any other custodian.
3. PMIA will provide the client a rate of return analysis at a minimum of once annually (but usually quarterly,) based on assets held in the managed account.
4. The client will pay fees at the end of each calendar quarter based upon the market valuation of managed assets at the time, adjusted for deposits and withdrawals. See item #9 below for exact rates of fees agreed to between PMIA and the client.
5. This agreement becomes effective on _____, and shall continue in effect until either party to the other, delivers written notice of termination. Regardless of the cause of termination of this agreement, the fees for the period in which the termination occurs will be prorated.

6. PMIA is prohibited from transferring or assigning the obligations of this agreement to any other Investment Manager.

7. If PMIA is asked to assist in selecting a broker-dealer, it will do so on the basis of competitive execution fees, among other considerations.

8. PMIA is registered with the Illinois Securities Department of the Secretary of State's office. Official place of business is office at the home of Patrick Mauro (President of PMIA): 38 Mockingbird Lane, Oak Brook, IL 60523. Tel: (630) 789-3374. Fax: (630) 789-1750. PMIA will provide all clients with Form ADV Part II.

9. This paragraph is for any necessary further conditions agreed upon:

Dated: _____

Patrick J. Mauro
President
Patrick Mauro Investment Advisor, Inc.