

Intelledgement, L.L.C.

DISCRETIONARY MANAGEMENT AGREEMENT

Agreement, dated as of _____, 200__ between Intelledgement, L.L.C., a North Carolina limited liability corporation (“INTELLEDGEMENT”), and _____ (“Client”).

Whereas, Client seeks the advice and assistance of INTELLEDGEMENT and desires to have INTELLEDGEMENT perform for it investment management and other services;

Whereas, INTELLEDGEMENT is willing to perform such services under the terms and conditions of this Agreement;

Whereas, Client wishes to enter into the Agreement with INTELLEDGEMENT for the purpose of engaging INTELLEDGEMENT to manage, invest and reinvest the assets placed by Client under INTELLEDGEMENT’s supervision (the “Account”) on a discretionary basis;

Client hereby appoints INTELLEDGEMENT as discretionary investment adviser with respect to the Account, in consideration of the mutual covenants contained herein, and INTELLEDGEMENT hereby accepts such appointment, on the following terms and conditions:

1. The Account.

(a) The Account shall consist of such cash, securities and other assets which Client places under the supervision of INTELLEDGEMENT in accordance with this section, as well as profits, interest and/or distributions on the securities or other assets and credit balances therein, which shall become part of the Account as a result of transactions therein. The assets of the Account shall be held in the custody of a bank, trust company or brokerage firm agreed upon by Client and INTELLEDGEMENT. Client shall be responsible for all custodial arrangements and INTELLEDGEMENT shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the custodian.

(b) The initial size and scope of the Account shall be agreed to by Client and INTELLEDGEMENT.

(c) INTELLEDGEMENT shall not provide temporary cash management services for cash balances from time to time held in the Account. However, INTELLEDGEMENT shall arrange for available cash, whenever possible, to be invested in a money market account or fund sponsored by the custodian of the Account.

(d) Client may, in its discretion, make withdrawals from the Account upon notice to INTELLEDGEMENT (which, if oral, shall be confirmed in writing), provided that the amount of cash or cash items held in the Account is sufficient to permit the requested withdrawal. If the amount of cash or cash items is insufficient to meet the request, INTELLEDGEMENT shall promptly notify Client thereof and shall not be required to liquidate investments, nor to deliver securities held in the Account for the purpose of satisfying a withdrawal request, unless directed to do so by Client upon at least five (5) business days prior notice.

2. Authority of INTELLEDGEMENT.

(a) Subject to Section 2(b) below and subject to any other investment restrictions or guidelines which may be communicated to INTELLEDGEMENT by Client, INTELLEDGEMENT shall have full discretion and authority, without obtaining Client's prior approval, to manage the investment and reinvestment of the Account and shall use its best efforts to increase the value of the Account by causing it to be invested and reinvested in such a manner as INTELLEDGEMENT considers appropriate. Without limiting the generality of the foregoing, INTELLEDGEMENT may take the following actions with respect to the Account: (i) to effect purchases, sales and otherwise trade in any instrument generally known as a security and any options thereon (if covered) and, if requested by Client, to engage in short sales, margin transactions and uncovered option transactions; (ii) to make all decisions relating to the manner, method and timing of investment transactions, and to select, subject to Section 2(c), brokers and dealers for the execution, clearance and settlement of any transactions; and (iii) to execute, in the name and on behalf of Client, all such documents and to take all such other actions which INTELLEDGEMENT considers necessary or advisable in accordance with carrying out its duties hereunder.

In furtherance of the foregoing, Client hereby designates and appoints INTELLEDGEMENT as its agent and attorney-in-fact, with full power and authority and without further approval of Client (except as may be required by law) for purposes of accomplishing on behalf of Client any of the foregoing matters or any matters which are properly the subject matter of this Agreement.

(b) Nothing in this Agreement shall be deemed to impose upon INTELLEDGEMENT any obligation to purchase or sell for the Account any security or property which INTELLEDGEMENT, its directors, officers, partners, employees, affiliates or agents (collectively known as the "Affiliates") may purchase or sell for its or their own accounts or for the account of any other client or affiliate.

(c) INTELLEDGEMENT shall have full authority and discretion to elect the broker or dealer through or with whom any transaction in respect to the Account shall be executed. INTELLEDGEMENT shall seek to obtain the best available price and most favorable execution for such transactions, except as permitted herein. INTELLEDGEMENT shall have no obligation when selecting a broker or dealer to execute a particular transaction to seek competitive bids or the lowest commission cost to Client, provided INTELLEDGEMENT uses reasonable efforts to cause transactions to be executed at a substantial discount from prevailing retail rates, and determines that the commission rates charged are reasonable in relation to the total quality and reliability of the brokerage, research and custodial service made available to INTELLEDGEMENT for the benefit of INTELLEDGEMENT's clients.

(d) Client hereby authorizes INTELLEDGEMENT to (i) combine purchase or sale orders on behalf of the Account together with other accounts to which INTELLEDGEMENT provides investment services (collectively, the "Other Accounts") and (ii) allocate the securities or other assets so purchased or sold, on an average price basis, among such accounts. INTELLEDGEMENT may enter into arrangements with brokers to open "average price" accounts wherein orders placed during a trading day are placed on behalf of the Account and Other Accounts and are allocated among such accounts using an average price.

3. Client Representations.

Client agrees with and represents and warrants to INTELLEDGEMENT that:

(a) The retention of INTELLEDGEMENT by Client as investment manager with respect to the investment of all assets held in the Account is authorized by the governing documents of Client.

(b) The terms of this Agreement do not violate or conflict with any obligation by which Client is bound, whether arising by contract, operation of law or otherwise.

(c) This Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding agreement of Client, enforceable in accordance with its terms, and Client will deliver to INTELLEDGEMENT such evidence of such authority as INTELLEDGEMENT may reasonably require, whether by way of a certified resolution or otherwise.

(d) Client has been furnished Part II of INTELLEDGEMENT's Form ADV at least 48 hours prior to entering into this Agreement.

(e) Client agrees to maintain the confidentiality of all investment advice and information provided to Client by INTELLEDGEMENT.

(f) The representations and warranties herein shall be continuing during the term of this Agreement, and if at any time during the term of this Agreement any event has occurred which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Client will promptly notify INTELLEDGEMENT of such event and the parties related thereto.

(g) Client shall hold INTELLEDGEMENT and its Affiliates harmless from, and shall indemnify INTELLEDGEMENT and its Affiliates against, any and all liability, loss, cost, expense or damage (including attorney fees and disbursements) which INTELLEDGEMENT or its Affiliates may incur if and to the extent that such liability, loss, expense, cost or damage was caused by the inaccuracy or breach by Client of any representations, warranties and agreements set forth in Sections 3(a) through 3(f) hereof and of any representations, warranties and agreements made by INTELLEDGEMENT or its Affiliates on behalf of Client in connection with the purchase of securities as provided herein consistent with such representations.

4. INTELLEDGEMENT's Representation.

INTELLEDGEMENT represents that it is an investment advisor registered by the Securities and Exchange Commission (SEC).

5. Quarterly Management Fee.

As compensation for its services, INTELLEDGEMENT shall be entitled to a quarterly management fee (the "Management Fee") calculated in accordance with Exhibit A. INTELLEDGEMENT will submit an invoice for the accrued fee at the beginning of each calendar quarter to Client for the prior quarter. Client shall pay Management Fee upon receipt of an invoice from INTELLEDGEMENT.

6. Expenses.

INTELLEDGEMENT shall render its advisory services pursuant to this Agreement at its own expense. Client shall be responsible for all other expenses relating to the Account, including, but not limited to, brokerage commissions, custodial fees (if any), interest on debit balances, taxes on dividends and/or capital gains, fees and disbursements of Client's accountants and legal counsel, and extraordinary expenses.

7. Investments for the Accounts of Others.

Client understands and agrees that INTELLEDGEMENT and its Affiliates may give advice and effect investment transactions for their own account and for the accounts of others to whom they may provide investment advisory services which may differ from advice given, or the time or nature of action taken, with respect to the Account. Client further understands and agrees that nothing herein shall restrict the ability of INTELLEDGEMENT or its Affiliates to engage in any such transactions.

8. Scope of Liabilities.

INTELLEDGEMENT and its Affiliates shall not be liable to Client for any act or omission in connection with the performance of INTELLEDGEMENT's services hereunder, other than as a result of INTELLEDGEMENT's gross negligence, bad faith, willful malfeasance or reckless disregard of its duties and obligations hereunder. Client shall indemnify INTELLEDGEMENT and its Affiliates against, and hold them harmless from, any liability, loss, cost, expense or damage (including attorney fees and disbursements) arising from any claim asserted or threatened to be asserted by any third party with respect to the matters as to which such person is exculpated from liability pursuant to this Section. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 8 shall not be construed so as to relieve INTELLEDGEMENT and its Affiliates of, or provide indemnification with respect to, any liability to the extent, but only to the extent, that such liability may not be waived, limited or modified under applicable law, but shall be construed so as to effectuate the provisions of this Section 8 to the fullest extent permitted by law. The federal securities laws impose liabilities under certain circumstances even on persons who act in good faith and, without limiting the generality of the preceding sentence, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under federal securities laws.

9. Confidential Information.

All information collected by INTELLEDGEMENT concerning Client in pursuit of the performance of the services described in this agreement shall be deemed by INTELLEDGEMENT to be Confidential Information. INTELLEDGEMENT shall not disclose Client Confidential Information to any third party without prior written permission from Client except, [a] as required by applicable law, or in response to legal process, to protect the rights or property of INTELLEDGEMENT, or to protect the safety of INTELLEDGEMENT, our clients, or others, and [b] to contractors or other third parties we may employ to help with our operations, but in that case only if said parties are all subject to confidentiality agreements that restrict their use and disclosure of information they obtain through their relationship with INTELLEDGEMENT.

10. Independent Contractor.

For the purposes of this Agreement, INTELLEDGEMENT shall be an independent contractor and not an employee or agent of Client; nor shall anything herein be construed as making Client a partner, a shareholder or co-venturer with INTELLEDGEMENT or any of its Affiliates or other clients. Except as provided in this Agreement, INTELLEDGEMENT shall have no authority to bind, obligate or represent Client.

11. Terms and Termination.

(a) This Agreement shall commence as of the date on which Client and INTELLEDGEMENT have both executed it.

(b) This Agreement may be terminated at any time by INTELLEDGEMENT or by Client upon ten (10) days' prior written notice to INTELLEDGEMENT or to Client (the "Date of Termination").

(c) Promptly following any notice of termination, INTELLEDGEMENT shall consult with Client concerning the disposition of any assets remaining in the Account; provided, however, that (i) INTELLEDGEMENT shall not be required to carry out any investment transactions following the effective Date of Termination, and (ii) termination of this Agreement by Client shall not have any effect with respect to any transactions carried out by INTELLEDGEMENT hereunder (whether or not such transaction has settled) prior to the date INTELLEDGEMENT shall have received or given such notice of termination.

12. Client Investment Objectives; Access to Manager; Statements and Confirmations.

(a) Client shall advise INTELLEDGEMENT in writing of the investment objectives of the Account and of changes or modifications therein, as well as any specific investment restrictions applicable thereto. Client shall give prompt written notice if it is deemed that any investment made for the Account appears to be in violation of such objectives or restrictions. Unless Client notifies INTELLEDGEMENT in writing of specific restrictions, the investments recommended for, or made on behalf of, the Account shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind Client or INTELLEDGEMENT.

(b) Brad Hessel, INTELLEDGEMENT Senior Consultant and Managing Member of Intelledgement, LLC, shall be available to Client during normal business hours for consultation regarding the administration of the Account and Client's investment needs.

(c) INTELLEDGEMENT shall use its best efforts to cause the custodian of the Account to provide Client with duplicate copies of trade confirmations relating to transactions in the Account and a monthly brokerage statement. INTELLEDGEMENT shall provide Client with, at minimum, quarterly portfolio evaluations.

13. Voting of Proxies.

INTELLEDGEMENT will not take any action with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time without the consent (either oral or written) of Client. Nothing contained in this Agreement shall restrict Client's right to vote, pledge or hypothecate such securities.

14. Notices.

Except as otherwise set forth herein, all communications and notice shall be in writing and shall be delivered personally, sent by messenger, overnight courier, or sent by certified, registered or express mail, postage prepaid, return receipt requested to INTELLEDGEMENT and to Client at the following addresses, or to such other addresses as the parties may direct by written notice hereunder:

If to INTELLEDGEMENT:

Brad Hessel
Intelledgement, LLC
7904 Sagewood
Raleigh, NC 27615

Phone: 1-919-845-5227
Fax: 1-419-818-5179
E-mail: bhessel@intelledge.com

If to Client:

Your name
Your address
Your phone number
Your e-mail address

All communications and notices shall be deemed delivered upon receipt.

15. Entire Agreement.

This Agreement (including the Exhibit thereto) contains the entire agreement between the parties with respect to the matters contemplated hereby and supersedes all prior agreements, written or oral, between them with respect thereto.

16. Assignment; Modifications; Waiver.

This Agreement may not be assigned (as that term is defined in the Investment Advisers Act of 1940), nor may any obligations hereunder be transferred or delegated, by either party without the prior written consent of the other. Except as otherwise expressly provided herein, this Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, unless evidenced by a writing signed by the party to be charged with such amendment, waiver or modification.

17. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to contracts made and to be entirely performed therein, without giving effect to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

By: _____
 Sign name Print name Date

 Sign name Print name Date

Intelledge, L.L.C.

By: _____

Name: Brad Hessel
Title: Managing Member

Date

EXHIBIT A

The quarterly invoices will be calculated on a daily basis for the prior quarter in accordance with the following Fee Schedule. To determine the proper value of the accounts, the net asset value of securities in the Account shall be calculated using their last reported prices each day—or for days the market is closed, the last reported price on the most recent trading day—on the largest securities exchanges or over-the-counter market, as applicable, on which such marketable securities shall have traded on such date. If there is no public market for a particular security held by the Client, that security shall be valued at its original cost, or at a current fair value as calculated in good faith by INTELLEDGEMENT.

Fee Schedule:

- **Copper:** Up to \$100,000. Annual management fee of 1.5% of net assets (\$1000 minimum)
- **Bronze:** \$100,001 to \$250,000 in balances. Annual management fee of 1.4% of net assets
- **Silver:** \$250,001 to \$500,000 in balances. Annual management fee of 1.3% of net assets.
- **Gold:** \$500,001 to \$750,000 in balances. Annual management fee of 1.2% of net assets.
- **Platinum:** \$750,001 to \$1,000,000 in balances. Annual management fee of 1.1% of net assets.
- **Diamond:** Over \$1,000,000 in balances. Annual management fee of 1.00% of net assets plus 20% of net profits

Example: after the close of the markets on 25 January 2008, an Account is valued at \$268,117.43. The management fee for that day is calculated as $\$268,117.43 * 1.125\% * 1/366 = \9.16 . That amount—along with the fees for all the other days of 1Q08 as a single amalgamated figure—would be invoiced by INTELLEDGEMENT to Client following 31 March 2008.

Note: for Diamond accounts, the net profit is calculated—and any consequent fee billed—quarterly, based on the gross profit. Gross profit is calculated to be the difference between the account balance at the end of the quarter and the net of all client capital contributions and withdrawals. Example: if a client has invested a total of \$900,000 and withdrawn \$50,000 over the life of the account and the end-quarter balance is \$1,147,324.58, then the gross profit is calculated to be \$297,324.58 ($1,147,324.58 - 900,000 + 50,000$). The fee is calculated based on the difference between the current quarter gross profit and the previous all-time high quarter-ending gross profit (i.e., the net profit). Example: if for that same client, the previous all-time high quarter-ending gross profit were \$252,377.69, then the fee would be \$8,989.38 (20% of \$44,946.89, which is the difference between \$297,324.58 and \$252,377.69). If the net profit is zero or negative, then there is no fee for that quarter (aside from the management fee).

Hourly Consultations

In order to be of service to investors with different needs, INTELLEDGEMENT will provide hourly consultations for a fee of \$100 per hour, upon request. These consultations can be on any topic that relates to saving or investing.