

Standard Non-Discretionary Investment Agreement

This investment management agreement (the "Agreement") is made on
This ____ day of _____, 20__ between the undersigned party(ies),

Primary Client: _____
Address: _____

Secondary Client: _____
Address: _____

(Hereinafter referred to as "you" or "your")
and REMICK CAPITAL, LLC, a registered investment adviser,
whose mailing address is: 11525 SW Diane Pl, Beaverton, OR 97005
(Hereinafter referred to as "us," "we," or "our").

1. Scope of Engagement: You hereby appoint us as your investment adviser to perform the service of a non-discretionary recommendation for an account controlled by you.

2. Management Fee: Our fee for this service is negotiated and described within this document.

3. Execution of Brokerage Transactions: All transactions to implement the advice of this non-discretionary agreement must be done by you.

4. Custodian: We shall not maintain physical custody of your Assets pursuant to this agreement.

5. Risk Acknowledgement: We do not guarantee the future performance of your Account, any specific level of performance, the success of any investment decision or strategy that we may use, or the success of our overall management of the Account. You understand that our investment decisions made for your Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

6. Advisor Liability: Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, or (c) any act or failure to act by the Custodian, any Broker-Dealer to which we direct transactions for the Account, or by any other non-party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

If the Account contains only a portion of your total assets, we shall not be responsible for: (i) any of your assets not set forth to us in the Client Profile (Exhibit A) of this Agreement; or (ii) proper diversification of all of your assets.

7. Non-Exclusivity: You acknowledge and understand that we are free to render investment advice to others and that we do not make our services available exclusively to you. We (and our Advisory Affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we (or our Advisory Affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any

other client, unless in our sole determination, such investment would be in the best interest of the Account.

8. Notices: Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing, or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). All of your directions to us (including notices, instructions and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction unless and until we have been advised in writing of changes thereto.

9. Assignment: Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

10. Confidentiality: Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

11. Receipt of Disclosures: You hereby acknowledge receipt of our Privacy Policy Notice and a copy of our written disclosure statement as set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act.

12. Client Conflicts: If this Agreement is with more than one client, our services shall be based upon the joint goals as communicated to us by the joint-clients, collectively. Thereafter, we are authorized to rely upon instructions and/or information we receive from either joint-client, unless and until such authorization is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the joint-clients.

13. Arbitration: Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

You understand that this agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

14. Death or Disability: If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

15. Client Representations and Warranties: You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. You acknowledge that you have provided us with the information set forth on the Client Profile and represent that such information is a complete and accurate representation of your financial position and goals. You agree that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers.

18. Entire Agreement: This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire *non-discretionary* management Agreement(s) between the parties and supersedes all understandings, *non-discretionary* agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written

consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

19. Waiver: No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

20. Severability: If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

21. Governing Law, Venue, and Jurisdiction: To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder shall be governed or interpreted according to the laws of the State of Oregon without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Oregon and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

Client Profile – Exhibit A

Date: _____

Completed by: _____

<i>Client Information</i>			
Primary Client		Secondary Client (only if joint account)	
Name		Name	
Date of Birth		Date of Birth	
Occupation		Occupation	
Citizenship		Citizenship	
Relationship			

Mailing Address		Legal Address	
Phone #:		Annual Income	
Phone #:		Net Worth (Exclusive of Residence)	
Fax #:		Marginal Tax Bracket	

Value of Assets	
Assets to be managed by Remick	
Total investable liquid assets	

Investment Experience		
	Primary Client	Secondary Client
Mutual Funds:	years	years
Stocks:	years	years
Bonds:	years	years

Investment Timeframe and Income Requirements			
Planned time horizon for investment:	< 3 years ____	3-7 years ____	7+ years ____
If needed for retirement, what level of withdrawal % is required:	0% ____	1-2% ____	3-4% ____ Other ____

Risk Attitude									
Check the box that best reflects your risk/volatility tolerance for the entire portfolio. Note that any one component of the portfolio may be more of less risky/volatile than the portfolio as a whole.									
1	2	3	4	5	6	7	8	9	10
Low Volatility			Medium Volatility				High Volatility		

Schedule of Fees – Exhibit B

This fee schedule for this agreement is a flat rate of \$_____. This fee schedule invalidates and supersedes any previous *non-discretionary* fee schedules for this client.

Non-discretionary Management Instructions – Exhibit C

Please list below the request for non-discretionary management in detail that you wish to have Remick Capital pursue in order to meet your needs. Also please list any special requirements that you request.

Primary Client:

Signature: _____

Date: _____

Secondary Client:

Signature: _____

Date: _____

Remick Capital, LLC Representative:

Signature: _____

Date: _____