

Investment Advisory Agreement

This investment advisory agreement is between AMERICAN ASSET MANAGEMENT, INC. (AAM) and \_\_\_\_\_ (C). AAM is registered with The Securities & Exchange Commission and (C) wishes to retain us to act as your investment advisor in accordance with the terms and conditions of this agreement. This agreement is intended to outline the responsibilities of the parties with regard to the investment management services to be provided by AAM.

1. We will give you the benefit of our continuing study of economic conditions, security markets and other investment issues. On the basis of these studies, we shall provide advice from time to time regarding the allocation of your assets, including the specific allocation of money market funds, stocks & bonds, CDs, municipal and government securities, mutual funds, unit investment trusts, annuities and other appropriate investments.
2. We will, after consulting with you, recommend that you establish and/or maintain, in your name, accounts into which you shall deposit funds and/or securities, which shall be referred to as, managed assets.
3. You may at any time increase or decrease your managed assets. Your account(s) will, at all times, be held solely in your name and will require your authorization for withdrawal.
4. You will receive statements directly from your brokers, mutual funds and other money managers, as appropriate. AAM does not prepare regular client reports.
5. You agree to pay AAM (1%) a year for managing your account(s). The fee will be based on the gross value of your managed accounts, and will be paid quarterly, at the end of each quarter. AAM prefers to have the advisor's fee withdrawn from client accounts. This will only be permitted when the client authorizes the agreement in writing with both the advisor and custodian.
6. You acknowledge that past performance of investments recommended by AAM should not be construed as an indication of future results, which will prove to be better or worse than past results. YOUR INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS. We make no promises, guarantees or warranties that any of our services will result in a profit to you. You may rely on information furnished by us, which is believed to be reasonably accurate and reliable.
7. This agreement maybe modified upon such terms as may be mutually agreed upon in writing. This agreement may not be assigned by AAM without the consent of the client. The agreement is terminable by you at anytime without penalty.
8. If this agreement is established by you, the undersigned, in a fiduciary capacity, you hereby certify that you are legally empowered to enter in or perform this agreement in such capacity. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
9. You certify that you have received a copy of our disclosure brochure, Form ADV Part II, our privacy policy and TD Waterhouse's commission/fee schedule.
10. You certify that you will be responsible for voting all proxies
11. You certify that the social security number (or tax ID number) set forth below is correct and that you are not subject to "backup withholding" under section 340(a)(1)(C) of the Internal Revenue Code or any successor provision. You also certify that you are a US citizen.

Your legal address is: \_\_\_\_\_

Your Social Security/Tax ID Number is: \_\_\_\_\_

\_\_\_\_\_  
Julian Rubinstein for AAM

\_\_\_\_\_  
(Date)

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
(Date)

Accepted by: \_\_\_\_\_

\_\_\_\_\_  
(Date)