

ASSET MANAGEMENT AGREEMENT

THIS ASSET MANAGEMENT AGREEMENT ("Agreement") is made between Berkshire Asset Management LLC. ("Berkshire") and _____ (the "Client") and sets forth the terms and conditions under which Berkshire will provide discretionary asset management services to the Client.

1. Appointment of Berkshire. The Client hereby appoints Berkshire, a registered investment adviser under the Investment Advisers Act of 1940, to perform asset management services for the Dividend Growth & Income Strategy (also known as "Growth and Income Investment Style"). Berkshire shall act as an asset manager with full discretion as to all investment decisions regarding any assets that the Client has specified, or will specify, as being subject to management by Berkshire or that are reflected in the quarterly appraisal of the Client's holdings that Berkshire will prepare (such assets hereinafter collectively referred to as the "Account").

The Client hereby appoints Berkshire to be the Client's agent and attorney-in-fact, having all the powers necessary to effect the intent of this Agreement, including without limitation the power (a) to open accounts in the Client's name; (b) to buy, sell, and trade in stocks, options, bonds, notes and other evidences of indebtedness, or other securities of any type or description; and (c) to exercise voting, conversion, subscription or any other rights inuring to the Client's benefit.

Berkshire may give a copy of this Agreement to any custodian, broker, dealer, or other party as evidence of Berkshire's authority to act for the Client.

2. Custodial Arrangements. The Client designates Wells Fargo to serve as custodian for the Account. Berkshire will not have custody of the Client's funds or securities, nor will it have authority to obtain or appropriate the Client funds or securities, except as specifically described in Section 4. The Client will direct the custodian to send copies of the Account statements to Berkshire, along with an indication that the statements have been sent to the Client. The Client is responsible for paying all fees and charges assessed by the custodian of the Account.

3. Execution of Securities Transactions. Subject to any brokerage policy guidelines provided by the Client, Berkshire will arrange for the execution of the Client's securities transactions through brokers or dealers that Berkshire reasonably believes will provide the best qualitative execution. The criteria that Berkshire will use to select brokers or dealers, and the manner in which Berkshire will cause transactions to be effected in the Account are described in Part 2a of Berkshire's Form ADV. The Client is responsible for paying all commissions and other charges with respect to the execution of securities transactions for the Account.

4. Fees. For the services provided hereunder, the Client will pay Berkshire a quarterly fee pursuant to the attached Fee Schedule. The fee will be based upon the market value of all of the assets in the Account, including cash, unless specified otherwise, as of the close of business on the last trading day of the preceding calendar quarter. If this Agreement does not commence at the beginning of a calendar quarter, the Client will be charged a pro rated fee based on the number of days remaining in the quarter. If this Agreement is terminated, Berkshire will refund any prepaid fees, prorated from the date of termination through the end of the quarter for which fees were prepaid.

The fee does not include any fees that are covered by the client's agreement with their financial advisor and the custodian Wells Fargo or any other charges, taxes, or other fees mandated by any federal, state, or other applicable law or otherwise agreed to with the Client.

The Client authorizes the custodian of the Account to deduct the quarterly fee from the Account and pay such fee to Berkshire upon the presentation by Berkshire to the custodian of an invoice describing the fee owed. Berkshire will calculate the fee based value on which the fee is based and the method of calculation. The custodian will send the Client a quarterly statement showing all amounts paid from the Account, including all management fees paid to Berkshire.

5. Pricing. Berkshire formally prices securities that are held in Client accounts at least monthly. Generally, securities are priced at month-end using round lot pricing provided by independent pricing services deemed reliable. At times, actual prices for odd-lot holdings may differ from those round-lot prices received by Berkshire. In addition, prices received by Berkshire may differ from time to time with prices reported on Client custodial

statements. Month-end pricing results, and the accrual of income from all sources, are also used to compile Client investment performance and to calculate and bill Berkshire's quarterly management fees.

6. Agency Cross Transactions. The Client authorizes Berkshire to effect transactions for the Client's Account pursuant to which securities for such Account are purchased from or sold to another client of Berkshire. Client acknowledges that with respect to such agency cross transactions, Berkshires fiduciary obligations extend to both Client and the other party to the transaction and that a potential conflict of interest exists. Notwithstanding the forgoing, Berkshire will only enter into an agency cross transaction if it reasonable believes the transaction is appropriate for the Client's Account and that the transaction can be effected in a manner which achieves the best price and execution in light of all the relevant factors. The Client may revoke the forgoing authorization at any time by providing Berkshire with written notice of such revocation.

7. Limitation on Certain Transactions. Berkshire may refrain from rendering any advice or services concerning securities of any company about which Berkshire may possess material non-public information.

8. Services to Other Clients. The Client understands that Berkshire provides investment advisory services to other clients. Berkshire may give advice or take action in the performance of its duties for the Client that differs from the advice it gives and the actions it takes with respect to other clients. Nothing in this Agreement shall be deemed to impose on Berkshire any obligation to purchase or sell for the Client any security or other property that Berkshire purchases or sells for its own account or for the account of any other client.

9. ERISA. If the Account is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Berkshire represents that it is an investment manager for purposes of ERISA and the Internal Revenue Code ("Code") and that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975 (e)(3) of the Code (but only with respect to the provision of services described in this Agreement). The Client agrees to maintain any bond required in connection with the Account under the provisions of ERISA or other applicable law and to include within its coverage Berkshire and any of its personnel as may be required. The Client shall provide Berkshire with appropriate documents evidencing such coverage upon request.

10. Proxy Voting. Unless the Client instructs Berkshire otherwise in writing, Berkshire will vote proxies for securities held in the Account. Berkshire is authorized to instruct the custodian to forward to Berkshire copies of all proxies and shareholder communications relating to securities held in the Account (other than materials relating to legal proceedings). The Client agrees that Berkshire will not be liable for failing to vote any proxies where it has not received such proxies or related shareholder communications on a timely basis.

11. Reports to Clients. Berkshire will furnish the Client with a detailed quarterly appraisal, including account performance upon request.

11. Confidentiality. All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

12. Representations by Client. If the Client is an individual, the Client represents that he or she is of the age of majority. If the Client is a corporation, trust, or other legal entity, the person signing this Agreement represents that he or she has been authorized to do so by appropriate corporate or legal action.

In making investment decisions, Berkshire will rely on information provided by the Client. The Client will notify Berkshire in writing of any change in the Client's circumstances that might affect the manner in which the Account should be managed. The Client hereby acknowledges that it has received and had an opportunity to review Part 2 of Berkshire's Form ADV, which contains additional important information about the services offered by Berkshire.

13. Limitation of Liability. Berkshire does not in any way guarantee the Account from loss or depreciation, nor does it make any representations or commitments whatsoever as to the performance, yield or return of the Account. Except as may otherwise be provided by federal and state securities law, Berkshire will not be liable to the Client for any loss resulting from (a) any investment advice given, or any other action taken or not taken, by Berkshire in good faith with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or (b) Berkshire's adherence to any oral or written

instructions received from the Client. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall be construed as a waiver or limitation of any rights that the Client may have under those laws.

14. Term. The term of this Agreement shall commence on the date it is accepted by Berkshire and shall remain in effect until termination by either party upon ten (10) days written notice to the other. Termination of this Agreement shall not affect transactions entered prior to termination. The Client has the right to terminate this Agreement without penalty within five (5) business days after entering into this Agreement.

15. Binding Effect of Agreement. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned by either party without the prior consent of the other party. If the Client is a natural person, the death, disability, or incompetence of the Client will not terminate or change the terms of this Agreement; however, the Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate the Agreement by giving written notice to Berkshire as provided herein.

16. Notices. Any notice, advice, or report to be given to Berkshire under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Berkshire at the following address: Berkshire Asset Management LLC., 46 Public Square, Suite 700, Wilkes-Barre, Pennsylvania 18701, Attention: President. Any notice, advice, or report to be given to the Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission (with a hard copy sent by U.S. mail) to the Client at the address set forth below or at such other address as the Client may designate in writing.

17. Choice of Law. This Agreement is made and will be interpreted under the internal laws of the State of Pennsylvania (excluding conflict of laws principles) and shall also be subject to any applicable federal statutes and regulations.

18. Additional Contractual Matters. This Agreement represents the entire understanding of the parties with regard to the matters specified herein. Berkshire may modify the terms of this Agreement without the Client's written consent provided that Berkshire has mailed or delivered prior written notice to the Client and the Client does not terminate this Agreement within thirty (30) days after such notice has been mailed or delivered. If any part of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

19. Electronic Delivery: By signing this agreement, you consent to receive electronic statements and communications, including the ADV updates, from Berkshire. You have the ability to opt out and receive paper copies at any time.

Signature of Client

Date

STATEMENT OF PREFERENCE: By providing your Email address, you consent to receive electronic statements and communications, including the ADV Part 2a updates, from Berkshire: _____

Client's Mailing Address:
Address
City, State Zip code

Confirmed, accepted and effective this _____ day of _____, 20____.

BERKSHIRE ASSET MANAGEMENT LLC

By: _____
Kenneth Krogulski, President

FEE SCHEDULE

CLIENT:

THE QUARTERLY FEE FOR BERKSHIRE'S SERVICES UNDER
THIS AGREEMENT SHALL BE EQUAL TO ONE-FOURTH OF 0.40 %.