

Sizemore Capital Management, LLC

Investment Advisory Agreement

AGREEMENT made _____, by and between SIZEMORE CAPITAL MANAGEMENT, LLC, a Texas limited liability company (hereinafter referred to as "the Firm"), and _____ (hereinafter referred to as the "Client"); WHEREAS, Client desires to retain the Firm in accordance with the terms and conditions of this Agreement to keep under investment supervision and management certain assets of Client and warrants that the Client is authorized to so retain the Firm; and WHEREAS, the Firm desires to accept such retention in accordance with such terms and conditions; NOW, THEREFORE, in consideration of the mutual promises and understandings herein contained, the parties agree as follows:

1. Appointment. Client hereby contracts with the Firm to render financial advice and portfolio management services with respect to the investment of those assets of Client which Client and the Firm mutually agree in writing (hereinafter referred to as the "Portfolio"), with the rights, obligations, and duties specified herein.

2. Investment Duties. (a) The Firm shall analyze the Portfolio and provide continuous review thereof, together with all alterations thereto, as is appropriate for the purpose of investment of the Portfolio. The Firm shall evaluate such information relating to the economy, industries, businesses, securities markets and securities and consult such sub-advisors as it may deem necessary or useful in the rendering of its services hereunder.

(b) The Firm, as agent for Client, shall place orders or otherwise give instructions without prior consultations with or notification to Client for the purchase, sale, conversion, exercise or disposal of the securities or other assets of the Portfolio. It is agreed and understood that the Firm shall invest the assets of the Portfolio pursuant to the guidelines and policies established by Client and communicated in writing to the Firm. The Firm shall otherwise have complete discretion as to the nature, amount, and timing of all such transactions, subject only to the limitations set forth herein or otherwise provided by law.

(c) Client may specify in writing the broker dealers to execute the transactions directed by the Firm. In the absence of such specifications, the Firm shall employ such broker dealers as it, in its sole discretion shall decide. The Firm shall not be liable for any act or omission of any broker dealer (other than an affiliated broker dealer employed with Client's written consent).

(d) The Firm may cause Client to pay a broker dealer who furnishes brokerage or research services a higher commission than might be charged by another broker dealer which does not provide such services or provides services reasonably deemed by the Firm to be of lesser value so long as such services directly assist the Firm in the management of the Portfolio.

(e) The authorization granted is a continuing one and shall remain in full force and effect until the Firm has received, at the Firm's offices, what it deems to be reliable written notice of the alteration, revocation or termination thereof signed by Client.

3. Fees. The Firm will receive a fee for financial advisory and management of the Portfolio based on the current market value of the Portfolio (including cash and equivalent items) as follows:

Fees may be debited directly from client account by Custodian. As fees are paid in arrears (i.e. after services rendered), no refund of fees would be needed upon termination.

4. Expenses. Client will be responsible for paying (i) all broker's commissions and other charges incident to the purchase, sale or lending of the Portfolio, and (ii) all taxes or other fees payable by or with respect to Client to federal, state or other governmental agencies.

5. Custody of Portfolio. Unless instructed by Client to the contrary, Interactive Brokers, (hereinafter referred to as the "Custodian") has been appointed under separate agreement to hold as custodian all assets of the Portfolio, together with all additions, substitutions, and alterations thereto. The Client agrees to instruct the Custodian to honor all instructions from the Firm with respect to the Portfolio. The Custodian shall at all times be responsible for the physical custody of all assets held in such custodianship, and for the collection of interest, dividends and other income attributable thereto. The Firm shall have no liability for any acts or omissions of any Custodian or Administrator. Client instructs and authorizes The Firm to disclose such information regarding the Portfolio to any Custodian or Administrator as may be reasonably requested by them in furtherance of their duties.

6. Assignment and Termination. No assignment of this Agreement shall be made by the Firm without the consent of Client. Either the Client or the Firm may terminate this Agreement at any time by telephone and confirmed in writing within five days, at which time any fee owed to the Firm shall be paid by Client on a prorated basis as of the effective

date of the termination. Upon the Firm's receipt of written notice of termination from Client, The Firm shall immediately discontinue all trading (but may settle open transactions and execute additional trades upon instruction from Client) and shall distribute to Client, within 30 days following such receipt, any assets then held by the Firm under this Agreement.

7. Investment Performance and Responsibility. It is understood and agreed by Client that The Firm does not in any way guarantee the Portfolio from loss, nor does the Firm guarantee any minimum investment performance for the Portfolio. Client shall indemnify and hold harmless the Firm from and against any and all expenses, penalties, damages or other pecuniary loss which may be suffered by Client with respect to the value of the Portfolio. Nothing in this Section 7 shall act as a waiver of, or be deemed to limit in any way, (i) the obligations of the Firm under federal or state securities laws; (ii) any fiduciary obligation owed by the Firm to Client under law; or (iii) the Firm's liability for damages arising from its willful misconduct or gross negligence. This Agreement constitutes the sole and exclusive agreement between the parties hereto and shall supersede all prior agreements between the parties with respect to the Portfolio. This Agreement may be only modified by a written instrument signed by both parties.

8. Confidentiality. The Firm will always protect the client's privacy. The Firm will not, under any circumstances, share client personal information with third parties unless requested to do so by client in writing or unless required to do so by state or federal law.

9. Account Minimum. The Firm will not require a minimum account balance to initiate or continue investment advisory service, though client acknowledges that certain investment products may have minimums that are outside of the control of the Firm. Furthermore, certain investment strategies executed by the Firm may require a minimum balance in order to minimize frictional costs to the client.

10. Disclosure Statement. Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

11. Electronic Delivery. Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from the Firm. These items may include but are not limited to: all statements or reports produced by the Firm; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); privacy policy statements; and any other notices or documentation that the Firm chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify the Firm of any changes to Client's e-mail address.

12. Voting of Proxies. Unless specifically requested to do so by client, the Firm will not vote proxies on client's behalf. The voting of proxies remains the client's prerogative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

By

Charles Sizemore, Managing Member
Sizemore Capital Management, LLC