INVESTMENT ADVISORY CONTRACT AND LIMITED POWER OF ATTORNEY

The undersigned ("Client") hereby engages Bache Capital Management ("Bache"), a California corporation, to direct and supervise the investment of the portfolio account(s) established with this contract and any additional or subsequent accounts, without prior consultation with Client, subject only to limitations and restrictions imposed or which may be imposed by notice in writing to Bache. It is agreed that the sole standard of care imposed upon Bache by this agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. Client has reviewed the investment policies of Bache as set forth in Bache's Form ADV-Part 2 and asserts that such policies meet the investment objectives of Client's account. The fact that Bache may acquire, or not acquire, securities or property for itself or for any other Client is not to be considered in determining the advisability of acquiring or not acquiring similar securities or property for the portfolio account(s) of Client. It is further agreed that Bache, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or Client's agent(s).

As compensation for Bache's services, Client will, as long as the agreement remains in effect, pay an investment advisory fee due the first day of each quarter in each year. The term "quarter" as used herein shall mean either the calendar quarter, or Client's fiscal quarter. Such fee shall be based upon the market value of Client's portfolio account(s) on the last business day of the previous quarter in accordance with the following fee schedule:

Account Size	Annual Percentage
Less than $1 million	1%
$1 million to $5 million	0.875%
$5 million and above	0.75%

Minimum fee is $2400 per annum.

Bache shall not be compensated on the basis of a share of capital gains upon, or capital appreciation of, Client's funds or any portion of Client's funds. Upon receipt of written confirmation of termination by client, Bache will refund any unearned fee.

Client hereby authorizes and empowers Bache to direct and instruct banks, trust companies, brokerage firms or others having custody of Client's securities and funds to pay such advisory

fee directly to Bache, pursuant to this Agreement provided the following criteria have been met: i) Client has provided written authorization permitting the fees to be paid directly from Client's account held by the Custodian; and, ii) Bache has agreed to send to Client, at the same time, a bill showing the amount of the fee, the value of Client's assets on which the fee was based and the specific manner in which the fee was calculated.

Either party can terminate this Agreement at any time by giving written notice of such termination to the other party. Provided 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 advisory then the Client has the right to terminate the Contract without penalty within five business days after entering into the Contract.

This Agreement shall not be assignable by Bache without the prior written consent of Client. Bache has or will obtain a license from the State of California. No assignment of the contract shall made by the investment adviser without the consent of the client.

Client hereby grants Bache discretionary authority to invest in securities of any kind, subject only to general guidelines contained in the Client's questionnaire, including, but not limited to, common and preferred stocks, mutual funds, options, warrants, rights, corporate, municipal or government bonds, notes or bills ("Securities"). All or a portion of the Account(s) may be held in cash or cash equivalents, including securities issued by money market mutual funds. In order to enable Bache to perform its functions hereunder, Client hereby appoints Bache his/her agent and attorney-in-fact with limited powers and authorizes and empowers Bache to do each and all of the following, in all cases for and on behalf of Client:

a) To purchase sell, to exchange, to subscribe or otherwise exercise rights for, and to cause to be presented for redemption or call, Securities; and
b) To provide instructions (including appropriate billing and delivery instructions) to one or more custodians, brokers and agents, whether banks, trust companies or brokerage firms or others, having custody of Client's securities and funds for the purpose of carrying out the foregoing; and
c) To allocate transactions among brokers and dealers and to combine Client's transactions with those of other clients, at prices and commission rates which, in Bache's good faith judgment, will be in the best interest of all clients participating in the trade, taking into consideration other factors outlined in Bache's Form ADV-Part 2; and
d) To receive duplicate confirmations and statements covering Client's portfolio; and
e) To vote in corporate reorganizations or mergers if specifically requested by clients or where required by law; and
f) To do and perform all acts and to execute all documents and other written instruments necessary and proper, in the opinion of Bache, to carry out and effectuate the foregoing authority, with the same force and effect as if Client were personally present and acting, PROVIDED, HOWEVER, that, except for the receipt of the advisory fee payment, nothing herein shall be construed as authorizing Bache to obtain custody or possession of any funds, securities or other property in which the Client has any beneficial interest whatsoever.

Bache will furnish to Client (or Client's designated agent) periodic Account statements and quarterly appraisal of the Account, detailing Account positions.

All information provided to Bache by Client or client's advisors shall be treated as confidential and shall not be disclosed to third parties, except as required by law or upon consent of Client.

Client acknowledges and agrees that Bache's implementation of an investment strategy on behalf of Client depends primarily on the responses to the Questionnaire and other information provided to Bache. Client agrees to inform Bache promptly and candidly of any changes in Client's:

Investment needs, goals and objectives,
Income or other aspects of financial condition,
Holdings or investments not managed by Bache,
Estate plans or other aspects of personal or family situation; and
Any other matters pertinent to investment strategy.

Where appropriate and upon request by Bache, Client agrees to complete and provide an updated version of the Questionnaire. Client also agrees to participate in the formulation of recommendations. Client acknowledges that Bache cannot adequately perform its services on client's behalf unless Client meets the responsibilities set out in this section and that Bache's analysis and recommendations are based on the information provided by Client. Bache shall not be required to verify any information obtained from Client or client's other advisors and is expressly authorized to rely thereon.

Client warrants that any securities delivered to the designated broker are free of any encumbrances, including constructive liens. If Client is a corporation, the signature on behalf of such Client represents that the execution of this contract has been duly authorized by appropriate corporate action. Client undertakes to advise Bache of any event that might affect this authority or the propriety of the Contract. If this Contract is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the investment authority given to Bache herein, and the investments made by Bache are within the scope of the investments authorized pursuant to any applicable plan, trust and/or applicable law and that he/she is duly authorized to negotiate the terms of this Contract, including fees, and to enter into (and renew) this contract and agrees to provide such supporting documentation as may be required by Bache.

In the event that Client is subject to the Employee Retirement Income Security Act of 1974 (ERISA), Bache acknowledges that it is a fiduciary under these provisions. Accordingly, Client agrees that Client will add Bache to Client's fiduciary bond and will promptly supply a copy of that bond to Bache. Client reserves the right – and assumes the ERISA obligation – to vote proxies relating to the plan assets.

Any controversy or claim, including, but not limited to, errors and omissions arising out of or relating to this Contract or the breach thereof, shall be settled by binding arbitration in Glendale, California, administered by the American Arbitration Association under its Commercial

Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement, and the interpretations of the provisions hereof, shall be governed by the law of the State of California. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under Federal securities laws.

In the event any suit or action is filed to enforce or interpret the terms and obligations of this Contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including reasonable post-judgment attorney fees' incurred in collection efforts.

This Contract and Bache's Form ADV-Part 2, which is incorporated by reference herein and considered an integral part of this Contract, constitute the entire agreement between the parties with regard to the investment advisory matters described herein and may be amended only by a written document signed by the parties. Client hereby acknowledges receipt of a copy of the aforesaid Form ADV-Part 2 and a copy of Advisor's Privacy Statement.

Agreed to this _____ day of _____, 201_

Bache Capital Management

_____
Signature of Client

_____

_____
Signature of Client(s)

12/17