

1035 CAPITAL MANAGEMENT LLC

Investment Advisory Agreement

Agreement

This Investment Advisory Agreement (“**Agreement**”) is made between 1035 Capital Management LLC (“**CapMgmt**,” “**we**” or “**us**”) and the “Client” identified on the signature page to this Agreement (“**Client**,” “**you**” or “**yours**”). This Agreement is effective as of the date of the parties’ signatures on the signature page. In consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and CapMgmt covenant and agree as follows:

Authority

Client engages CapMgmt to provide investment advice to Client for Client’s investment advisory account(s) established with us hereunder (each, an “**Account**”). We will perform these services on a discretionary basis, as such, you authorize us, without prior consultation, to buy, sell, and trade in stocks, bonds, mutual funds, exchange-traded funds, and other securities and/or contracts or options relating to the same (collectively, “Investments”) for the Account(s) (the “Discretionary Services”).

You may impose restrictions on the types of Investments on which we provide Discretionary Services on the signature page of this Agreement, which restrictions may be modified or updated by you in writing from time to time. You acknowledge that by imposing any such restrictions, the scope of our advice is necessarily limited and therefore your Account(s) may not have the same mix of Investments that we would otherwise select for you.

Client Financial Circumstances

You agree to promptly inform us if any information you provide us as part of our engagement, including your financial circumstances, risk tolerances, investment restrictions, goals and objectives (the “Client Information”) becomes inaccurate, and to consult with us at least annually to provide updates, if any, to your Client Information. You agree to provide us with such additional information as we may request from time to time to assist us in providing our services to you hereunder. You agree to permit us to consult with and obtain information from your attorney, accountant and other advisors to the extent necessary to assist us in providing our services, although we have no responsibility to seek these advisors out. You acknowledge that we are not obligated to independently verify any Client Information.

Execution & Custody

While we may recommend a third party to provide you with custodial and execution services, you have the ability to make the final decisions as to which firm you will use to provide custodial and execution services (the “Custodian”). By engaging us, you have determined to utilize the Custodian by opening an account for brokerage and custodial services. You agree that we will not be required to effect any transaction through the Custodian if we reasonably believe that to do so may result in a breach of our duties as a fiduciary. You understand that by selecting the Custodian, a disparity may exist between the commissions borne by the Account and the commission borne by our other clients that do not direct us to use a particular broker-dealer. You also understand that by instructing us to execute all transactions for the Account(s) through the Custodian, you may not necessarily obtain commission rates and execution as favorable as those that would be obtained if we were able to place transactions with other broker-dealers. You may also forego benefits that we may be able to obtain for our other clients through, for example, negotiating volume discounts or block trades.

If we determine that the Custodian should not be utilized for Account transactions—for example in the case of specific Investment types as described in our Firm Brochure (Form ADV Part 2A) (“Brochure”)—we will arrange for the execution of securities brokerage transactions for the Account(s) through broker-dealers that we reasonably

**Execution
& Custody
(continued)**

believe will provide “best execution.” In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services including execution capability, commission rates, firm integrity, access to markets and responsiveness. Accordingly, although we will seek competitive commission rates, we may not necessarily obtain the lowest possible commission rates for Account transactions. You acknowledge review of our Brochure wherein (among other things) our broker-dealer selection process is described, including our receipt of benefits from certain broker-dealers.

You may direct that transactions for the Account should be executed through a broker-dealer you have separately engaged (the “Directed Broker,” together with the Custodian(s), the “Executing Parties”). In selecting any Directed Broker, you have chosen and evaluated independently the broker. You understand that we do not negotiate commissions for any client directing us to use a Directed Broker. If you have selected a Directed Broker, you agree that we will not be required to effect any transaction through the Directed Broker if we reasonably believe that to do so may result in a breach of our duties as a fiduciary.

If the Account is maintained on behalf of a plan (an “IRA”) subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), Client represents that (a) the Directed Broker is capable of providing best execution for the Account’s brokerage transactions, the commission rates that Client negotiated are reasonable in relation to the brokerage and other services received by the IRA, and Client will monitor the services provided by the Directed Broker to assure that the IRA continues to receive best execution and pay reasonable commissions; (b) the use of the Directed Broker is for the exclusive benefit of the IRA, and the brokerage arrangement that Client is directing CapMgmt to implement is for the exclusive purpose of defraying reasonable administrative costs of Client and is in recognition that the goods and services that the Directed Broker provides will inure solely to the benefit of Client and its beneficiaries; (c) the direction of brokerage commissions to the Directed Broker does not and will not constitute a “prohibited transaction” under Section 406 of the Employee Retirement Income Security Act of 1974 (“ERISA”), or otherwise contravene any other provision of the Code, ERISA or other applicable statute or regulation; and (d) the direction of brokerage commissions to the Directed Broker is consistent with the IRA and will not conflict with any contractual, fiduciary or other obligations of Client, fiduciary or any other person acting on behalf of Client. Client will monitor the services provided by any Directed Broker to assure the IRA continues to receive best execution and pay reasonable commissions.

Transactions you direct or that we direct for the Account(s) generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among our clients differences in prices and commission or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among our clients in proportion to the purchase and sale orders placed for each client’s account on any given day. Brokerage commissions and/or transaction fees are not included in our advisory fees.

We do not maintain custody of Account funds or securities, nor are we authorized to hold or receive any stock, bond or other security or investment certificate or cash (except in the payment of its advisory fee) that is part of the Account(s). Custody of Account assets will be maintained at the Custodian and not CapMgmt. CapMgmt is authorized to give instructions to the Custodian with respect to all investment decisions you or we make regarding the Account(s) and the Custodian is authorized and directed to effect transactions, deliver securities, make payments and otherwise

take such actions as we direct in connection with the performance of our obligations hereunder. Custodial fees charged to the Account(s) are exclusive of, and in addition to, our advisory fees.

Proxies

Client or Client's named fiduciaries retain the right and obligation to vote any proxies relating to the securities held in the Account(s) to the extent consistent with applicable law; provided, however, that Client or Client's named fiduciaries may delegate such rights and obligations to any properly authorized agent. We will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in Account(s), except to the extent otherwise required by law.

We accept no obligation to determine if securities held by Client are subject to a pending or resolved class action lawsuit, nor has any duty to evaluate Client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Similarly, we accept no obligation or responsibility to initiate litigation to recover damages on your behalf if you have been injured by the actions, misconduct, or negligence by corporate management of issuers of securities you hold. If we receive written or electronic notice of a class action lawsuit, settlement, or verdict affecting your securities, we will forward all notices, proof of claim forms, and other materials to you.

Statements & Reports

Custodian will provide you with an Account statement on a quarterly basis, which will include a summary of the transactions and the assets in the Account(s) (the "Account Statement"). In addition, either we or the Custodian will provide you with a copy of each securities transaction confirmation statement with respect to securities transactions executed for the Account(s).

We encourage you to review each Account Statement and compare it to any reports we provide you. In recognition of our continuing desire to improve the reports and statements we may prepare for you under this Agreement, we may from time to time modify the format of and/or the types of information contained in such reports and statements without your prior approval.

Expenses & Fees; Payment Authorization

As compensation for our Discretionary Services, you agree to pay in advance, a fee charged to the applicable Account(s) on the first day of each quarter which is based on the market value of the assets in the Account(s) on the last day of the immediately preceding quarter, in the amount provided in Exhibit A. All fees paid by Client only cover CapMgmt's advisory services and Client will also pay all expenses and fees associated with the Account(s), including the Executing Parties' fees, any specific execution charges that may be imposed as described in our Brochure, and fees charged by Investments as further described in our Brochure including 12(b)-1 fees, mutual fund sales loads, surrender charges, variable annuity sales and surrender charges and other charges (collectively, the "Product Charges").

If CapMgmt serves for less than the whole of any quarterly period, its compensation will be calculated and payable on a pro-rata basis for the period of the quarter for which it has served as an adviser hereunder. *Client agrees that Account "significant contributions" during a quarter will incur pro-rata increases in fees, but that Account deductions will not decrease a fee already paid for a quarterly period.* A "significant contribution" means one or more contributions to the Account(s) during a quarter that in the aggregate are equal to or exceed the greater of: 20% of the value of the Assets in the Account(s) as of the beginning of that quarter or \$10,000. Client acknowledges and agrees that the fees identified in Exhibit A will be in effect until CapMgmt and Client agreed in writing to a change in such fees. Upon termination of this Agreement any amount of fees paid in advance by you that are unearned will be refunded.

CapMgmt generally relies on Account security valuations from the Executing Parties,

but may also value securities in Client's Account that are listed on a national securities exchange or on NASDAQ at the closing price, on the valuation date, on the principal market where the securities are traded. CapMgmt will not be held responsible for inaccurate information received by any Executing Party. All other securities or investments in an Account will be valued in a manner determined in good faith by CapMgmt to reflect fair market value, utilizing third-party electronic pricing services or other methods as deemed appropriate by CapMgmt.

You authorize the Custodian to deduct the all fees incurred by you under this Agreement from the Account(s) and remit all such fees directly to CapMgmt. You acknowledge that it is your responsibility to verify the accuracy of the fee calculation and that the Custodian will not determine whether the fee is accurate or properly calculated. In the event there is insufficient cash available in the Account(s) to pay our fee, you authorize us to liquidate Investments in the Accounts(s) in order to provide the funds to pay our fees. In all cases, you may separately direct us to bill you directly for our fees instead of directing the Custodian to pay our fees.

Assignment

This Agreement may not be assigned or pledged by either party (including Client's spouse) without the prior written consent of the other party. For purposes of the foregoing, the term "assignment" has the meaning given to it in the Investment Advisers Act of 1940 ("Advisers Act") and interpretations thereof.

Client Conflicts

If CapMgmt is engaged hereunder by multiple persons (such as a husband and wife or life partners) as the "Client," CapMgmt services will be based on the joint goals and objectives communicated by those persons to CapMgmt. We will be permitted to rely on the instructions of either such party.

Confidentiality

Except as otherwise agreed in writing or as permitted or required by law, we will exercise diligence and care with respect to keeping confidential all of your information. However, by signing this Agreement, you authorize us to give a copy of this Agreement to the Custodian, any Executing Party or other party to a transaction for the Account(s) as evidence of our authority to act on your behalf. In addition, you grant us authority to discuss, disclose, and provide your confidential information to outside service providers, attorneys, auditors, consultants and any other professional advisors retained by us to assist in the management of your Account(s).

Service to Others

You understand and agree that we provide investment advisory and other services for various other clients. You further understand that we and our affiliates may take investment action on behalf of such other clients, or for CapMgmt and/or our employees' own accounts, that differ from investment action taken on behalf of the Account(s). If the purchase or sale of securities for the Account(s) and for one or more such other clients is considered at or about the same time, the transactions in such securities will be allocated among the several clients in a manner deemed equitable by us, as further described in our Brochure.

IRA Accounts

This section applies to an Account that is an IRA. If the Account is an IRA, Client understands and represents to CapMgmt that: (a) the Code prohibits certain types of investments by the IRA (such as S-corp stock, life insurance contracts and collectibles); (b) neither Client, his/her spouse, nor any beneficiary may assign the Account, or use it, or any portion of it, as security for a loan or borrow from the Account, and neither Client nor any other person or institution that is acting as Client's agent or is otherwise acting on Client's behalf may engage in any prohibited transaction, within the meaning of Code §4975 respecting the Account, and the foregoing representation by Client will not apply to any actions taken by CapMgmt; (c) certain Investments may generate unrelated business taxable income, which Client must monitor, as it may be taxable to Client for a given tax year, and in which case

Client must make filings with the Internal Revenue Service; (d) certain Investments charge redemption fees or sales charges, and these fees and charges may negatively impact the Account's investment performance; (e) we have no duty to determine whether your contributions or distributions from the IRA comply with the Code or regulations adopted thereunder; and (f) we do not guarantee that the IRA will not lose money or depreciate.

Account with ERISA Assets

Client represents that neither the Client nor the Account itself is a plan subject to ERISA or similar government regulation (a "Plan"). However, if the Account includes assets of a Plan in which Client participates, the Client: (a) understands that we will not act as a "fiduciary" within the meaning of ERISA §3(38) with respect to such Plan assets and that notwithstanding any other provision of this Agreement, we will not exercise any discretion respecting such Plan assets—you will retain all authority to direct your Plan investments under the terms of the Plan; (b) acknowledges that to the extent CapMgmt is a "fiduciary" within the meaning of ERISA §3(21) respecting such Plan assets, CapMgmt will act solely in the interests of the Client and Client's beneficiaries, act with the care, skill, prudence, and diligence that a prudent man would use in the same situation, and act according to the terms of the Plan documents, to the extent the documents are consistent with ERISA; (c) represents that CapMgmt has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing Client's authority to retain CapMgmt, Client will furnish promptly to CapMgmt any amendments to the Plan, and Client agrees that if any amendment affects the rights or obligations of CapMgmt, such amendment will be binding on CapMgmt only when agreed to by CapMgmt in writing; (d) understands that the investment options in the Plan are limited by the terms of the Plan, and therefore our ability to make recommendations respecting such Plan assets is correspondingly limited; (e) understands that the Plan sponsor or its delegates—and not CapMgmt—is responsible for the Plan investment options and that CapMgmt does not act as the Plan administrator, recordkeeper, investment adviser, custodian or broker, nor is CapMgmt responsible for engaging any such parties; and (f) represents to CapMgmt that Client has not engaged in any "prohibited transaction" under ERISA with respect to Client's engagement of CapMgmt or entering into this Agreement.

Oral & Electronic Directions

Except for decisions regarding the purchase and/or sale of specific Investments, all directions by you to us (i.e. notices, instructions, including directions relating to changes in your investment objectives) must be in writing (including through e-mail) and will be effective upon our receipt. We will be fully protected in relying upon any such direction, notice, or instruction until we have been duly advised in writing of changes therein.

We may accept your directions provided by e-mail when such e-mail is received from an e-mail address specified by you on the signature page of this Agreement, or as later specified in writing by you, as the only e-mail address from which such electronic directions should be accepted. You agree to hold us harmless from any claim arising from our good-faith reliance on such directions. We may refuse to accept any electronic direction which we believe to be of a subject matter best documented by your direction via a different method.

Client's Receipt of Additional Documents

You acknowledge that you have received and reviewed a copy of our Privacy Notice and our Brochure (including CapMgmt's representatives' Forms ADV Part 2B). Such disclosure documents were provided prior to entering into this Agreement. Any investment action taken by us prior to actual notice of cancellation will be at your sole risk.

Represent-

You represent that: (a) you have full power and authority to enter into this Agreement,

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(b) the terms hereof do not violate any obligation by which you are bound, whether arising by contract, operation of law, or otherwise; and (c) this Agreement has been duly authorized and will be binding according to its terms. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by CapMgmt are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to, the Client, and that such trustee or fiduciary is duly authorized to enter into this Agreement.

Investment Risk

You recognize that there may be loss or depreciation of the value of any Investment and the assets due to the fluctuation of market values, and accordingly the value of the Account(s) will change, and may decrease. You represent that we have not made any guarantee, either oral or written, that your investment objective will be achieved or that the value of any Account's assets will not decline.

Liability & Indemnification

Neither CapMgmt nor its delegees will be liable for any loss, liability or taxes resulting from any act or omission of such parties in their exercise of the powers vested under the terms of this Agreement that do not result from any such party's bad faith or willful misconduct. CapMgmt will not be liable for any act or failure to act by any Executing Party or by any other non-party. Further, we will not be responsible for any recommendations we make or actions we take if you fail to inform us of any changes to the Client Information.

Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under the Advisers Act, ERISA or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon you certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action available to you.

Disputes & Arbitration

Any claim, controversy, or dispute arising out of or relating to this Agreement or the interpretation, performance, termination, or alleged breach thereof, must be finally settled by binding arbitration conducted before the Financial Industry Regulatory Authority ("FINRA") utilizing the FINRA Code of Arbitration Procedure for Customer Disputes. The venue for any arbitration will be the City of St. Louis or St. Louis County, Missouri, and to the extent applicable Missouri law will apply. The decision of the arbitrator(s) will be binding and conclusive upon the parties, their successors, legal representatives and assigns. Judgment upon the arbitral award may be entered in any court having jurisdiction thereof. You and we acknowledge the following regarding this arbitration clause:

- Arbitration is final and binding;
- Each party is waiving their right to seek remedies in court, including a right to a jury trial;
- Pre-arbitration discovery may be generally more limited than and different from court discovery proceedings, depending on the applicable rules of arbitration;
- The arbitrator's award may not be required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators may be strictly limited, depending on the applicable rules of arbitration; and
- The panel of arbitrators will include arbitrators who were or are affiliated with the securities industry selected from banking, legal, or investment-related

Disputes & Arbitration (continued)

professions.

The Client agrees to submit to FINRA any required materials or submissions required by FINRA to enable the parties to avail themselves of FINRA's forum, including a special submission agreement containing such acknowledgments as FINRA may require.

The prevailing party will be entitled to reasonable attorney's fees together with any costs and expenses from arbitration. This arbitration agreement will be enforced and interpreted exclusively in accordance with the Federal Arbitration Act. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein. Client understands that nothing in this Agreement modifies any rights Client may be afforded under the federal or state securities laws, including the Advisers Act and the Federal Arbitration Act, and Client therefore is not waiving any rights Client may be afforded under such laws to pursue remedies by other means.

The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, either Client or CapMgmt may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

Term & Termination

This Agreement will be in effect until either party gives written notice to the other party of its intention to terminate this Agreement. This Agreement may be terminated, without penalty, upon at least 30 days written notice by us or immediately by you. Transactions in progress will be completed in the normal course of business.

Termination of this Agreement will not affect (a) the validity of any action previously taken by us under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay our fees (either pro-rated through the date of termination or pro-rated amounts charged in advance refunded to you). Upon the termination of this Agreement, we will have no obligation to recommend or take any action with regard to the securities, cash or other Investments in the Account(s).

Except as provided in the foregoing paragraph, no termination of this Agreement will affect the liabilities or obligations of the parties arising from or in connection with services performed prior to such termination. Without limiting the generality of the foregoing, the following provisions of this Agreement will survive any termination of this Agreement: "IRA Accounts," "Accounts with ERISA Assets," "Oral & Electronic Directions," "Liability & Indemnification," "Notices" and "Miscellaneous."

Notices

All notices or other communications required to be given hereunder by one party to the other must be sent (a) if to us, to: 681 E Gray Friar, PO Box 1127, Marthasville, MO 63357 or to such other address as we may designate from time to time to you, and (b) if to you, to such address as you may designate from time to time in written notification to us. Any such notice or communication shall be deemed to have been given when received by the party to whom it was sent.

If you provide your email address on the signature page of this Agreement, you consent to receive from us any correspondence, documents, notices or other communications provided by CapMgmt under applicable law or otherwise as

contemplated in the Agreement. By providing such consent, you further agree and acknowledge that:

- You authorize CapMgmt to deliver any notices required under the Agreement, or any type of document relating to your account with CapMgmt (including the Brochure and CapMgmt's privacy notices), instead of paper copies, either by email to the email address you provide below, or by referring you to CapMgmt internet site.
- You have access to a computer with the means to access such documents (including PDF software, available free of charge at Adobe's website www.adobe.com), and that you may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). CapMgmt is not liable for these costs or any computer problems (including viruses) you incur in accessing the documents.
- CapMgmt The term of this consent is indefinite, but you may revoke this authorization at any time by written notice. You may also, without revoking this authorization, request from CapMgmt a paper copy of any document that CapMgmt delivers electronically under this authorization, and CapMgmt will provide you with a paper copy of such requested document.
- Any request you make to receive written documents CapMgmt delivers electronically under this authorization will not be deemed to be revocation of your consent to receive documents electronically.
- You agree to notify us at the address above immediately if you have any reason to believe your email address or account may have been compromised or damaged by any third party.
- You agree that in no event will CapMgmt or any of its affiliates be responsible in any manner for any losses or damages caused by any unauthorized use of your email address, email account or instructions received by such parties from your email address or account.

Governing Law. This Agreement shall be governed by, and interpreted according to, the laws of the state of Missouri, without reference to principles of conflict of laws.

Entire Agreement. This Agreement represents our entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

Counterparts, Section References & Headings; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument with the same effect as if the signatures were on one instrument. Any references to certain sections refer to sections of this Agreement unless otherwise specified. The headings preceding the text of the sections of this Agreement are inserted solely for convenience of reference, and will not constitute a part of this Agreement nor shall they affect its meaning, interpretation, construction or effect. The submission of a signature page transmitted by facsimile (or similar electronic transmission, e.g., e-mail) shall be considered as an "original" signature page for purposes of this Agreement.

Validity. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Amendments. This Agreement may only be amended through a written instrument executed by CapMgmt and Client.

_____ **(Client Initial Here)** Client authorizes CapMgmt to contact and disclose any information and/or documents related to the Account(s), in addition to any additional

Miscellaneous

Miscellaneous
(continued)

information held by Client's current Custodian to the person(s) listed below, in the event that CapMgmt believes the Client's mental competency to be compromised. CapMgmt may disclose to the person(s) listed below any concern relating to the Client's health, well-being or financial condition, and may duplicate and share information related to the Account name including official correspondence from CapMgmt, withdrawal patterns, tax ramifications, balances and positions, and lapse or termination of policies for non-payment of premiums. CapMgmt recommends the designation of someone other than a spouse.

Authorized Contact Person 1:

Phone:

Relationship to the Client:

Email:

Authorized Contact Person 2:

Phone:

Relationship to the Client:

Email:

[The rest of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates indicated below.

Client-imposed Investment restrictions (if any):

Client Name: _____	Account Type: _____
Authorized Signature: _____	Date: _____
Address: _____	Email Address: _____
Authorized Signature: _____	Date: _____
Address: _____	Email Address: _____

Client Name: _____	Account Type: _____
Authorized Signature: _____	Date: _____
Address: _____	Email Address: _____
Authorized Signature: _____	Date: _____
Address: _____	Email Address: _____

1035 Capital Management LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Fees

1035 Capital Management LLC will charge an annual fee based upon a percentage of the market value of the assets under its management based on the following fee schedules. Fees are negotiable. The advisory fee is non-tiered and the annualized fee percentage identified below represents the fee applied to the entire account value and based on the account value as of the last business day of the previous quarter.

Retail

<u>Assets Under Management</u>	<u>Annualized Fee</u>
Account(s) less than \$100,000	1.50%
\$100,001 to \$250,000	1.40%
\$250,001 to \$500,000	1.30%
\$500,001 to \$1,000,000	1.20%
\$1,000,001 to \$5,000,000	1.10%
\$5,000,001 and above	1.00%

Institutional

<u>Assets Under Management</u>	<u>Annualized Fee</u>
First \$10M	100 bps
\$10,000,000 to \$25,000,000	90 bps
\$25,000,000 to \$50,000,000	80 bps
\$50,000,000 and above	Negotiable

Client Name:

Authorized Signature:

Date:

Authorized Signature:

Date:
