

Minis & Co., Inc.

P. O. Box 8306
Savannah, Georgia 31412

The undersigned hereby retains you as investment counsel to manage and supervise the investment account under the following terms and conditions and subject to the right of either party to terminate the arrangement within five days of signing the agreement. If the agreement is terminated after five business days of its signing, any prepaid fees will be prorated and the unearned portion will be returned.

You shall have discretionary authority to direct the investment and reinvestment of such assets, the proceeds thereof, and any additions thereto; to manage and change the investment thereof; and to take other proper action with respect to such assets.

For your services, the undersigned will pay you quarterly fees at the following rates, based on the market value of the investment account under your supervision, including cash or its equivalent held for investment, as appraised by you quarterly.

<u>ASSETS:</u>	<u>ANNUAL RATE</u>	<u>QUARTERLY RATE</u>
On First \$1,000,000	1.0000%	0.25000%
Next \$2,000,000.....	0.7500%	0.18750%
Next \$2,000,000.....	0.5000%	0.12500%
Over \$5,000,000.....	0.4000%	0.10000%

(Subject to a minimum fee of \$1,250 per quarter)

Fees are normally rounded to the nearest whole dollar. The fees for your services are subject to change, but no change will become effective until ninety days after written notice is mailed to me.

The undersigned shall pay all expenses connected with the investment account, including but not limited to, taxes, commissions and fees of brokers, custodians, transfer agents, auditors, banks, attorneys and dividend agents.

It is understood that you act for other clients. Any action taken by you hereunder, either before or after the death or incapacity of the undersigned, but before receipt by you of the information of such death or incapacity shall be binding upon each of us and our legal representatives who shall hold you harmless hereunder from all liability arising therefrom. No assignment of this contract shall be made without the undersigned's consent.

As required by the Employee Retirement Income Security Act of 1974 (ERISA), you are hereby appointed our Investment Manager and you acknowledge that you are a fiduciary as defined in ERISA. You further acknowledge that you are a duly registered Investment Advisor under the Investment Advisors Act of 1940.

You have delivered information providing disclosure regarding your background and business practices within the company's ADV Part II disclosure document, your Privacy Notice, your Error Resolution Policy and your Proxy Voting Policy. The undersigned acknowledges receipt of such information. Your actions pursuant to this agreement may be taken by an officer or by any employee designated for that purpose.

(Signed)_____

Accepted and Agreed to:

MINIS & CO., INC.

By_____

Effective Date_____