

**BRYAN ADVISORY SERVICES, LLC
INVESTMENT ADVISORY CONTRACT**

The undersigned ("Client"), being duly authorized, has established an Account/Relationship (the "Account"), and hereby agrees to engage Bryan Advisory Services, LLC ("IA") on the following terms and conditions.

I. Appointment of Bryan Advisory Services, LLC

The Client hereby appoints IA as investment advisor for the Account. IA shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client's Written Investment Policy Statement, which is attached as Exhibit I. The persons authorized to act on behalf of the Client with respect to the Account are identified in Exhibit IV. Client agrees to promptly notify IA in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide IA with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.

II. Services by IA.

By execution of this Agreement, IA hereby accepts the appointment as investment advisor for the Account and agrees from and after the effective date, as referred to in the Schedule of Fees attached hereto as Exhibit II,

- (a) to supervise and direct the investments of the Account in accordance with the investment objectives of Client as listed on the attached Exhibit I, and as communicated hereafter in writing to IA from time to time;
- (b) to appraise and review, at least quarterly during the period of this Agreement investments of the Account, as initially accepted by IA, together with all additions, substitutions and alterations thereto; and
- (c) to render to Client at least quarterly a written statement of the investments of the Account. This statement will come directly from a Custodian. It is understood and agreed that IA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

III. Procedure.

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client or Custodian. IA will have no custody, (except for the authorized deduction of client fees), of client funds and/or securities; and all funds/securities will be delivered between Client and Custodian only. Instructions of IA to Client or the Custodian with

respect to investments shall be made in writing, and confirmed in writing as soon as practicable thereafter. The Custodian at the time this Agreement is executed is identified in the attached Exhibit III. If the identity of the Client's Custodian changes, the Client will provide IA with prompt, written notice of the change. Client hereby authorizes IA to receive from the Custodian a copy of any Custody Agreement in effect at any time with respect to the Account. Clients may choose to either have account debited directly from Custodian (if possible) or to have a bill sent from IA directly to client to pay by check. If the client chooses to be billed directly by the Custodian, IA would have constructive custody over that account and must have written authorization from the client to do so, must send an invoice directly to the client explaining each fee debit, and must have a custodian who sends at least a quarterly statement showing all debits.

IV. Service to Other Clients.

It is understood that IA performs investment advisory services for various clients. Client agrees that IA may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is the IA's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon IA any obligation to acquire for the Account a position in any security which IA, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of IA it is not for any reason practical or desirable to acquire a position in such security for the Account.

V. Client Accounts.

Client has or will open(ed) an account with Fidelity Institutional Operations Company (the "Custodian") for the execution of securities transactions and custodial services. Client understands that by instructing IA to execute all transactions on behalf of the Account through the Custodian, Client may not necessarily obtain commission rates and execution as favorable as possible.

VI. *Inside Information.*

IA shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. *Proxies.*

IA will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time except as may be directed by the Client and except as may be otherwise required by law.

VIII. *Fees.*

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees. IA will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client.

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees, and the fee increase will be reflected in an amended contract authorized by the client in writing.

IX. *Valuation.*

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the value reported on the statement that clients receive from the custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to IA by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by IA to reflect its fair market value.

X. *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to IA such evidence of such authority as IA may reasonably require, whether by way of a certified corporate resolution or otherwise; (c) that if the Client is subject to the requirements of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), the Client has notified IA of such fact in writing, and the Client representatives who have executed this Agreement are "named fiduciaries" of the Client. Client will indemnify IA from any liability or expense resulting from a breach of Client's representations or from actions of plan fiduciaries of any ERISA plan other than IA. IA is responsible only for the Account and not for the diversification or prudent investment of any outside assets of the Client.

XI. *Representations by IA.*

By execution of this Agreement, IA represents and confirms that it is registered as an investment advisor pursuant to federal law.

XII. *Termination.*

This Agreement shall continue in effect until terminated by either party by giving to the other thirty days' written notice; provided that the Client may at any time, upon delivery of written notice to IA, terminate the discretionary authority of IA. No assignment of the Agreement by IA shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund.

XIII. *Bond.*

If a bond is required in connection with an Account, Client agrees to obtain and maintain for the period of this Agreement the bond in the amount specified by ERISA or other applicable law and agrees to include IA among those covered by such bond.

XIV. *Notices.*

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to IA at: 125 Technology Drive, Suite 105, Canonsburg, Pennsylvania, 15317, to the attention of its Managing Member, and to Client at the address

appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Pennsylvania except to the extent preempted by ERISA.

XVI. Exhibits.

The following Exhibits are attached, and are part of this Agreement:

Attached

Exhibit I - Client's Written Investment Policy

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian

Exhibit IV - Authorized Firm Persons

XVII. Authority.

When necessary, IA shall authorize the payment of transaction costs from the Client's account. No commissions will be paid to IA or any IA affiliate.

____ Except as otherwise set forth in this Agreement, Client authorizes IA to investigate, purchase, and sell on behalf of Client, various securities and investments. IA is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

(Discretionary Investment Management)

____ IA is authorized to execute purchases and sales of securities only **after** consulting with Client regarding each transaction.

(Non-Discretionary Investment Management)

XVIII. Receipt of Form ADV Part II.

____ Client acknowledges receipt of Part II of Form ADV(Brochure and Part 2B).

XIX. Assignment.

No assignment of the contract may be made by the investment adviser without the written consent of the client.

XX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

XXI. Title to Assets.

Except to the extent Client has notified, or in the future notifies, IA in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXII. Minimum.

There is an account minimum, \$500,000, which may be waived by the investment advisor, based on the needs of the client and the complexity of the situation.

XXIII. Market Conditions.

Client acknowledges that IA's past performance and advice regarding the client's account cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** IA does not guarantee or warranty that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

ACCEPTED BY:

Client

Bryan Advisory Services, LLC

Authorized Signature Date

By: _____
 BAS Signature Date

Authorized Signature Date

Title

Exhibit I

Written Investment Policy Statement

As of
April 1, 2012

The following report and preliminary evaluation of your current portfolio and recommendations is intended to provide some guidance in your decision regarding the allocation of capital in your investment portfolio(s). These recommendations were structured to be statistically consistent with the policies and goals as outlined by you in our discussions and as represented in the enclosed personal Statement of Objectives. The approach used in making the attached portfolio recommendations was based on these perspectives and assumptions: (i) an evaluation of your risk preference and rate of return objectives; (ii) asset selections, liquidity, and cost constraints required in the development of the long-term portfolio strategy and; (iii) an attempt to match established policies and objectives with your risk and return preferences. This method of formalizing policies and objectives, establishing risk/reward parameters, selecting asset classes, defining allocation constraints, and setting guidelines for performance evaluation is of paramount importance in maintaining your long-term investment strategy and portfolio growth. This report has been prepared using historical performance data for the investments included therewith. The data was obtained from outside sources and is believed to be reliable, but there can be no guarantees as to its accuracy or reliability. Estimates presented herein are based upon historical performance data and there is no stated or implied guarantee that a rate of return will be realized or that the investments presented will perform as indicated in future years. Any performance displayed herein (if applicable) is hypothetical and was compiled after the end of the time period (Time Horizon) advertised. Such results, if any, do not represent actual trading and may not reflect the impact that material economic and market factors might have had on the advisor's decision making if the advisor were actually managing your money. This analysis has been prepared strictly for the purposes of recommending a portfolio which is believed will meet the investment objectives indicated in the Written Investment Policy Statement. Actual portfolio returns will depend on the performance of the actual portfolio investments. Differences between portfolio returns and volatility presented herein and actual results could arise and these differences may be material resulting in a portfolio value which may be more or less than original cost. Indexes are not available for investment and they are not indicative of any particular investment. Additional considerations which should be taken into account with regard to investment alternatives considered therein may include, among other items, guarantees of principal or income, fluctuation of income and/or principal, insurance characteristics, tax features, tax consequences (if any) of proposed transactions, sales fees, management fees and expenses, and other investment strategies (such as hedging techniques). The use of these methods and historical performance information is no guarantee of future performance.

INFORMATION AND ASSUMPTIONS: This report is based on assumptions and information you have provided, which is assumed to be accurate and complete.

INVESTMENT OBJECTIVE:

The investment objective for your portfolio has been developed in conjunction with a review of your financial resources and goals, an evaluation of your risk preference and rate of return objectives, asset selections, liquidity, and cost constraints required in the development of the long-term portfolio strategy.

Discussion by IAR: _____, IAR with Bryan Advisory Services, LLC has been retained by _____ to manage a portion of their funds international assets. The investment consultant for the county, _____, has determined the benchmark for Bryan Advisory Services, LLC to be as follows:

MONITORING & REVIEW

Investment performance will be monitored and reported to you on a quarterly basis. The investment performance of your portfolio shall be compared against the appropriate benchmarks. The investment program will be reviewed at least annually to assure that it continues to achieve your stated investment objectives and is within your tolerance for risk. Since this investment program is long-term in nature, we will continually review changes in your financial circumstances and investment profile to maintain equilibrium with your investment objectives.

REBALANCING –

The percentage weighting assigned to each asset class within the portfolio can and will vary. The percentage weighting for each asset class will be allowed to vary within reasonable ranges depending upon market conditions. If rebalancing is required, investment yield and net cash flows will be used to meet the strategic asset allocation targets. If cash flow is insufficient to meet the target allocation for any asset class, we will review the situation in consultation with you and decide whether to effect transactions in order to rebalance the asset allocation.

ACCEPTANCE AND ADOPTION

I (we) have reviewed and adopted this Investment Policy Statement for the investment program prepared with the assistance of _____ and reviewed by Richard George Bryan Jr.

Authorized Signature/Date _____

Authorized Signature/Date _____

IAR Signature/Date _____

This report is based on information you have provided, which is assumed to be accurate and complete. The assumptions and projections in this plan are estimates and are meant to be used solely for illustrative purposes and as a guideline. If any of the assumptions used in this plan are not realized, then the projections will be inaccurate. No guarantees can be given about future performance and this illustration shall not be construed as offering such a guarantee. It should be recognized that the portfolio may invest in both passive and actively managed accounts and securities, that the actual weightings of these investments can and will vary and, as a result, actual returns and volatility characteristics can be higher or lower than those presented above. Indexes are not available for investment and they are not indicative of any particular investment. The plan does not offer legal or tax advice and should be reviewed by your legal and tax advisor before any action is taken. Results of indices assume the reinvestment of dividends or interest, if any. An investment cannot typically be made in an index.

Exhibit II

Fee Schedule

The following are the fees charged by Bryan Advisory Services, LLC for services provided:

Fees for these services will be based on a percentage of Assets Under Management as follows:

TOTAL ASSETS UNDER MANAGEMENT	ANNUAL FEE
ALL	0.30%

These fees are negotiable. Fees are paid quarterly in arrears, and clients may terminate their contracts with thirty days' written notice. Because fees are charged in arrears, no refund policy is necessary. Clients may terminate their accounts without penalty within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with written authorization. There is an account minimum, \$500,000, which may be waived by the investment advisor, based on the needs of the client and the complexity of the situation. BAS will possess written authorization from the client to deduct any advisory fees from an account held by a qualified custodian. BAS will send the qualified custodian written notice of the amount of the fee to be deducted from the clients account. BAS will send a written invoice itemizing the fee, including any formulae used to calculate the fee, the time period covered by the fee and the amount of assets under management on which the fee was based.

Basic Fee Schedule:

Please note not all clients pay the same fee

Assets Under Management	Annual Rates
First \$5,000,000	1.00%
Next \$5,000,000	0.75%
Above \$ 10,000,000	0.50%

Exhibit III

Identification of Custodian

The Custodian for the Account is:

Name:

Mailing Address:

Telephone:

Exhibit IV

Identification of Authorized Firm Persons

The following persons at Bryan Advisory Services, LLC are authorized to act on behalf of Client with respect to the Account.

Client will provide Bryan Advisory Services, LLC with prior written notice of any changes in the persons at IA so authorized.

Richard G. Bryan, President