



TAMALPAIS
ASSET MANAGEMENT

LARKSPUR, CALIFORNIA

Tamalpais Asset Management, LLC

WEALTH MANAGEMENT AGREEMENT

900 LARKSPUR LANDING CIRCLE SUITE 100
LARKSPUR, CA, 94939

02/06/2024

The undersigned ('Client')_____ being duly authorized, has established an account (the "Account") and hereby agrees to engage Tamalpais Asset Management, LLC ("Tamalpais") on the following terms and conditions.

I. Appointment of Tamalpais.

Client hereby appoints Tamalpais as investment adviser for the Account. Client agrees to promptly notify Tamalpais in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide Tamalpais with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by Tamalpais.

By execution of this Agreement, Tamalpais hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

- (a) Supervise and direct the investments of the Account in accordance with the investment objectives of Client
- (b) Appraise and review investments of the Account

It is understood and agreed that Tamalpais, 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.

III. Authority.

(Discretionary Investment Management)
Except as otherwise set forth in this Agreement, Client authorizes Tamalpais to investigate, purchase, and sell on behalf of Client, various securities and investments. Tamalpais is authorized to execute purchases and sales of securities

on Client's behalf without consulting Client regarding each sale or purchase. Client may, however, terminate the discretionary authority of Tamalpais immediately upon written notice.

(Non-Discretionary Investment Management) Tamalpais is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

IV. Client Accounts.

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit III hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes Tamalpais to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account. If the identity of Client's Custodian changes, then Client will provide Tamalpais with prompt, written notice of the change. If Client elects to use a custodian other than the custodian suggested by Tamalpais, then Tamalpais may not be able to negotiate the best commission rates.

V. Service to Other Clients.

It is understood that Tamalpais may perform investment advisory services for various clients and that the services provided by Tamalpais are rendered on a non-exclusive basis. Client agrees that Tamalpais 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. Nothing in this Agreement shall be deemed to confer upon Tamalpais any obligation to acquire for the Account a position in any security which Tamalpais, its principals, or its 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 Tamalpais it is not for any reason practical or desirable to acquire a position in such security for the Account.

VI. Inside Information.

Tamalpais shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Liability.

Tamalpais shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. Proxies.

Tamalpais will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. Fees.

The compensation of Tamalpais 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 proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

X. Valuation.

In computing the market value of any investment of the Account, the securities in the Account listed on a national

securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives 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 Tamalpais 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 Tamalpais and Client to reflect its fair market value.

XI. 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 Tamalpais such evidence of such authority as Tamalpais may reasonably require, whether by way of a certified corporate resolution or otherwise; Tamalpais is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that Tamalpais has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain Tamalpais. Client acknowledges that Client is a "named fiduciary" with

respect to the control or management of the assets in the Account. Client will furnish promptly to Tamalpais the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects Tamalpais's rights or obligations, then the amendment will be binding on Tamalpais only when agreed to by Tamalpais in writing. If the Account contains only a part of the assets of the plan, then Client understands that Tamalpais will have no responsibility for the diversification of all of the plan's investments and that Tamalpais will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by Tamalpais, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers Tamalpais and affiliated persons of Tamalpais.

XII. Representations by Tamalpais.

By execution of this Agreement, Tamalpais represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party written notice.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to

Tamalpais at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, 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 in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Identification of Accounts

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian

Exhibit IV - Investment Policy Statement

XVII. Receipt.

____/____ Client acknowledges receipt of Form ADV Parts 2A and 2B and Tamalpais's Privacy Policy Statement.

XVIII. Consent to Electronic Delivery

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

XIX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

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 and as described in Tamalpais's Privacy Policy Statement.

XXI. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving Tamalpais written notice in accordance with the termination provisions of this Agreement.

XXII. Title to Assets.

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

XXIII. Market Conditions.

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

XXIV. Investment Advisory Services

We provide financial planning and investment advisory services to individual clients, as well as trusts, endowments, qualified retirement plan sponsors, and business entities.

Investments may also include the following: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, and mutual funds shares), U. S. government securities, options contracts, futures contracts, interests in partnerships, and alternative investments when suitable for clients.

As noted above, we may recommend unaffiliated, third-party alternative investments when suitable and based on the client's investment objectives. Such alternatives include, but are not limited to, liquid alternatives such as business development companies and exchange-traded REITS and illiquid alternatives, including, but not limited to, real estate private placements or limited partnership. These investments are recommended and offered to clients who meet the definition of an accredited investor as defined in Regulation D of the Securities Act of 1933. Clients are under no obligation to make an investment in any alternative investment.

XXV. Additional Compensation and Conflicts of Interest

TAM and its supervised persons may accept compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

The vast majority of our clients pay us fees based upon a percentage of the assets we advise upon. This is a very common form of compensation for registered investment advisory firms and avoids the multiple inherent conflicts of interest

associated with commission-based compensation.

Asset-advised-upon percentage method of compensation can still at times lead to conflicts of interest between our firm and you as to the advice we provide. For example, conflicts of interest may arise relating to the following financial decisions in life: incur or pay down debt; gift funds to charities or to individuals; purchases of a (larger) home or cars or other non-investment assets; the purchase of a lifetime immediate annuity; personal expenditures; investment in private equity investments, and the amount of funds to place in non-managed cash reserve accounts. We have adopted internal policies to properly manage these and other potential conflicts of interest. Our goal is that our advice to you remains at all times in your best interests, disregarding any impact of the decision upon our firm.

Each time such a potential conflict may arise, we will give you notice of the conflict in that given situation if our advice regarding the proposed transaction impacts our compensation.

Our relationship with you is non-exclusive; in other words, we provide investment advisory services and financial planning services to multiple clients. We seek to avoid situations in which one client's interest may conflict with the interest of another of our clients.

XXVI. Risk Associated with Types of Securities that are Primarily Recommended

Regarding Private Placements / Limited Partnerships: There are substantial risks incident to the ownership of such investments and any investment is speculative and involves a high degree of risk of loss by the client of their entire investment. Investments in such are only for investors who qualify as "accredited investors," as such term is defined in Rule 215 under the Securities Act. Investors in such must be able to bear the economic risk of losing their entire investment and understands that such an investment

cannot readily be sold and is not suitable for an investor unless the investor has available other personal liquid assets to assure that their investment will not cause any undue financial difficulties or affect the investor's ability to provide for current needs and possible personal financial contingencies. Clients should consult his / her attorney concerning such an investment and consult with independent tax counsel regarding the tax considerations of investing. Such investments are generally un-registered under the Securities Act of 1933, as amended (the "Securities Act"). No public market exists or is anticipated to exist for such investments. Therefore, each prospective investor must consider its investment to be illiquid.

An investment in such is not suitable as a sole investment program for any investor. An investor should only invest as part of an overall investment strategy and only if the investor is able to withstand a total loss of its investment. Investors should not construe past performance of any prior investment program as providing any assurances regarding the future performance of such an investment.

General Risks in Real Property Ownership & Partnerships – Partnerships are making an investment in real property. Consequently, repayment of the investment and the magnitude of any returns or losses will be influenced by many factors affecting the real estate market generally and risks inherent in unregulated private partnerships.

General Market Conditions – Private partnerships will be subject to risks beyond its control that are generally incidental to the ownership of real estate, including but not limited to changes in general economic or local market conditions, changes in supply of or demand for similar or competing properties in the areas where the partnership invests capital, changes in interest rates, and availability of mortgage funds which may render the sale of or financing of real property difficult or unattractive.

Distributions - There can be no assurance that any distributions to investors will be made by a partnership or that aggregate distributions, if any, will equal or exceed the client's investments in a partnership. The income tax liability of the investors depends on the profits of the partnership, regardless of whether distributions are made.

Risk to Returns Due to Foreclosure (or any Loss of Control to a structured financing partner) – Partnerships may incur substantial expense and loss of capital should they default on any of its loans (or with regard to any structured financing partners, such as Mezzanine or Preferred Equity partners, if applicable). Foreclosure by the lender (or the taking-of control by a structured finance partner, if applicable) would likely result in sales proceeds insufficient to pay off any and all loans (or preferred equity, if utilized). As a common equity owner, the partnership would lose its interest in the property.

As noted above, investments in alternatives involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency. A complete discussion of the risks associated with any alternative investment is set forth in the respective disclosure documents for each investment. Clients considering such investments are provided with the respective disclosure documents for each investment to review and consider. Unlike publicly traded investments, alternative investments do not provide daily liquidity or pricing. Clients who decide to invest in alternative investments are required to complete the issuer's subscription agreement. In the subscription agreement, investors acknowledge and accept the various risk factors that are associated with such an investment.

Valuation Limitations apply – Alternative investments have limited valuations, and it

can be difficult to obtain accurate pricing. The value of your investment, to the extent ascertainable, can be significantly more or less than the original purchase price and/or the most recent valuation provided by the issuer, management company, or account custodian.

XXVII. Investing in Securities Recommended to Clients

Our Code of Ethics provides that individuals associated with our firm may buy or sell securities for their personal accounts identical to or different than those recommended to you. However, it is the expressed policy of our firm that no person employed by the firm shall prefer his or her own interest to yours nor make personal investment decisions based on your investment decisions.

To supervise compliance with the Code of Ethics, we require that anyone associated with this advisory practice and who possesses access to advisory recommendations (before or at the time they are entered into) ("access persons") to provide annual securities holding reports and quarterly transaction reports to our Chief Compliance Officer. We also require access persons to receive advance approval from our Chief Compliance Officer or his designee prior to investing in any initial public offerings or private placements, and with regard to trading of certain individual securities.

The Code of Ethics further includes our policy prohibiting the use of material non-public information and protecting the confidentiality of client information. We require that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. Any individual not in observance of the above may be subject to discipline.

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

Client Name:	Tamalpais Asset Management, LLC		
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date		

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			

Exhibit I - Identification of Accounts

Below are the accounts (collectively, the "Account") included under this Agreement:

Account Number	Registration Name	Custodian	Notes
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Exhibit II - Fee Schedule

The following are the fees charged by Tamalpais Asset Management, LLC for services provided:

Tamalpais 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 Account. There is no account minimum.

Lower fees for comparable services may be available from other sources.

Portfolio Management Fees

Total Assets Under Management	Annual Fees
\$0 - \$2,000,000	1.00%
\$2,000,001 - \$5,000,000	0.75%
\$5,000,001 - AND UP	0.50%

Fees are paid in advance. The advisory fee is calculated using the value of the assets in the Account on the last business day of the prior billing period. Upon termination, for any unearned asset-based fees paid in advance, the fee refunded will be equal to the balance of the fees collected in advance minus the daily rate* times the number of days elapsed in the billing period up to and including the day of termination. (*The daily rate is calculated by dividing the annual asset-based fee rate by 365.) The fee schedule is a blended tier fee schedule.

Tamalpais is authorized to withdraw management fees directly from the Account on a quarterly basis. Because client fees will be withdrawn directly from client accounts, in states that require it, Tamalpais will:

- (A) Possess written authorization from the client to deduct advisory fees from an account held by a qualified custodian.
- (B) Send the qualified custodian written notice of the amount of the fee to be deducted from the client's account and verify that the qualified custodian sends invoices to the client.
- (C) Send the client a written invoice itemizing the fee upon or prior to fee deduction, including the formula 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.

___/___ By initialing here, Client agrees to the fee schedule above.

Exhibit III - Identification of Custodian

Custodian or other Authorized Third Party:	Charles Schwab & Co.
Mailing Address:	1704 Redwood Highway, The Village Shopping Center, Corte Madera, CA 94925
Telephone:	(415) 945-6464

A copy of the custodian's agreement is not attached as part of this Exhibit III.