

100%
SUBSCRIPTION AGREEMENT
Updated on July 30, 2010

THE INTERESTS REPRESENTED BY THIS SUBSCRIPTION AGREEMENT FOR 100% HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER STATE SECURITIES LAW. WITHOUT REGISTRATION, THE INTERESTS MAY NOT BE TRANSFERRED, EXCEPT UPON DELIVERY TO THE LIMITED LIABILITY COMPANY OF ADVANCE NOTICE OF THE INTENDED TRANSFER AND, IF REQUESTED BY THE AUTHORIZED PERSON, AN OPINION OF COUNSEL SATISFACTORY TO THE AUTHORIZED PERSON THAT NEITHER THE SECURITIES ACT OF 1933, AS AMENDED, NOR STATE SECURITIES LAWS REQUIRED REGISTRATION OF THE TRANSFER AND THAT THE TRANSFER WILL NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS.

SUBSCRIPTION AGREEMENT FOR 100%, dated this _____ day of _____, 20__ (hereafter the “Sale Date”), by and between Daedalus Capital, L.L.C. (or “Daedalus”), a Missouri limited liability company and _____ (hereafter “The Holder”). Daedalus Capital, L.L.C. is willing to accept investments of \$1,000,000 or more. There is no upper limit on the amount to be invested. The Holder agrees to make a payment to: **Daedalus Capital, L.L.C. for _____ dollars (hereafter “Invested Capital”) and said funds are to be managed by Daedalus for five years or less. At the end of the five-year term of this Subscription Agreement or sooner, The Holder shall receive from Daedalus Capital, L.L.C. funds that equal twice the amount invested by The Holder on date of this Agreement. **The Redemption Payment shall be double the Invested Capital or \$_____.** **The Redemption Date shall be five years after the Sale Date or _____, unless an extension is requested by The Holder in writing.** Upon receipt of the Redemption Payment by The Holder from Daedalus Capital, L.L.C. on or before the Redemption Date, Daedalus Capital, L.L.C.’s obligations to The Holder shall have been satisfied and all rights granted to The Holder under this Agreement shall be void. Daedalus may, in its sole discretion, negotiate unique terms with each **100%** Holder.**

WITNESSETH THAT:

WHEREAS, Daedalus Capital, L.L.C. and its Founder and Chief Investment Officer, Stephen M. Coleman, have demonstrated to you their ability to grow money by investing on a long-term basis in common stocks using the Coleman Method; and

WHEREAS, The Holder deems it appropriate to engage the services of Daedalus Capital, L.L.C. by investing certain of its cash assets in **100%**, a contract issued by Daedalus Capital, L.L.C. for the express purpose of doubling those assets in five years or less;

WHEREAS, Daedalus Capital, L.L.C. asserts that **100%** is protected by the investment skill of the management and not by the balance sheet or income statement of the Company nor by an insurance policy of a third-party insurer;

WHEREAS, Daedalus and The Holder admits full knowledge of the Findings of Fact and Conclusions of Law made by the Secretary of State of Missouri against Daedalus Capital, L.L.C. et. al., findings and conclusions that Daedalus Capital, L.L.C. et. al. declare are totally false;

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits and covenants set forth below, the parties hereto agree as follows:

Engagement of Daedalus Capital, L.L.C. The Holder hereby engages Daedalus Capital, L.L.C. to manage **100%** and makes a five-year commitment from the Sale Date that this Agreement is executed. The Holder may not add to or withdraw assets from **100%**, unless such actions are specifically approved in writing by Daedalus Capital, L.L.C., except as provided in Paragraph 10 below, "**Grace Period.**" Further, Daedalus Capital, L.L.C. is not obligated to make any payment prior to the Redemption Date that shall be five years after the Sale Date. If Daedalus Capital, L.L.C. agrees to redeem **100%** early by virtue of a request by The Holder, the maximum amount paid under such early redemption shall be 90% of Invested Capital. There is a minimum 10% early redemption penalty.

In connection with its engagement of Daedalus, The Holder acknowledges that Daedalus may act as an advisor to other parties and, accordingly, may give advice and take action with respect to any parties that may differ from advice given, or the timing or nature of action taken, with respect to **100%**.

Likewise, Daedalus Capital, L.L.C. acknowledges that **100%** is a general obligation of the company. Except as may otherwise be provided by the special terms and provisions herein provided, Daedalus shall manage and invest The Holder's assets in **100%** which shall be held at one or more financial institutions (hereafter, "The Custodians") chosen by Daedalus in an account or accounts designated by Daedalus from time to time.

Discretionary Investments. In the performance of its investment services, Daedalus or its designee shall have the discretionary authority to direct The Custodians with respect to (i) acquisition or disposition (by purchase, sale, exchange, subscription or otherwise) of stocks; and (ii) the portion of such assets that shall be held in cash or cash equivalents. The Holder understands that all or a portion of the assets in **100%**'s Account may be held in cash, and that cash Assets may periodically be invested in a short-term money market fund managed by the Custodians. Daedalus shall effect securities transactions on behalf of **100%** account pursuant to the terms of the Agreement. As part of this Agreement, The Holder implicitly and explicitly grants Daedalus a full Power of Attorney over **100%** account assets.

1. **Confidential Information.** In the course of its investment advisory or other activities, Daedalus and its affiliates may acquire confidential or material non-public information. The Holder acknowledges that Daedalus may not divulge to The Holder or to act upon such information with respect to its performance of this Agreement.
2. **Fees.** Compensation for the services provided by Daedalus Capital, L.L.C. to **100%** under this Agreement will be according to two payments: 1) The initial fee of 1.00% of Invested Capital, to be paid immediately after the execution of this Agreement and

- 2) After paying The Holder a two-to-one return on Invested Capital, Daedalus shall receive all of the residual value of **100%** account.
3. **Additions and Withdrawals from Account.** It is understood that The Holder may not make additions to and withdrawals from **100%**'s Account. The Holder may open a new account. Daedalus shall make the Redemption Payment to The Holder on or before the Redemption Date of an amount equal to twice The Holder's Invested Capital, in the form requested by The Holder to an address provided by The Holder. Daedalus shall pay itself the amount that it is entitled under the Agreement.
4. **Agreement Term and Termination.** This Agreement has an initial five-year term or less. At the end of that five-year term, the Agreement may be renewed at the written request of The Holder. Conversely, the Agreement may be terminated sooner than five years if Daedalus pays The Holder prior to the Termination Date. In the event of early termination of **100%** contract by The Holder, Daedalus agrees to pay The Holder a maximum payment of 90% of Invested Capital. The Holder must pay a minimum penalty of 10% of Invested Capital for early redemption. In the event that The Holder decides to extend the Agreement, said extension must be for another five year term. All extensions shall be in five-year terms and must be requested by The Holder in writing to Daedalus Capital, L.L.C.
5. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri determined (without reference to conflict of law provisions), except as preempted by United States federal law. Any suit brought hereunder shall be brought in the State or Federal Court sitting in the City of St. Louis, Missouri, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that such court shall have jurisdiction over it and consents to the service of process in any manner authorized by law.
6. **Severability.** The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other term or provision.
7. **Notice.** All written communications to **Daedalus** pursuant to this Agreement shall be sent to:
Stephen M. Coleman
Daedalus Capital, L.L.C.
500 East Kingsbury Square
St. Louis, MO 63112
- Or to: steve@wegrowmoney.com
- If you want to reach Mr. Coleman by phone call: (314) 825-0304.
8. **Certificate of Ownership.** The Holder shall receive a Certificate of Ownership issued by Daedalus Capital, L.L.C. after the "**Grace Period**", as described in Paragraph 10 below, has expired.

