

ALPHA
INVESTMENT MANAGEMENT AGREEMENT
Updated on July 30, 2010

INVESTMENT MANAGEMENT AGREEMENT FOR ALPHA, dated this _____ day of _____, 20__ (hereafter the “Contract Date”), by and between Daedalus Capital, L.L.C. (or “Daedalus”), a Missouri limited liability company and _____ (hereafter “the Client”). Daedalus is willing to accept investments of \$1,000,000 or more. There is no upper limit on the amount to be invested. The Client agrees to make a payment to a custodian approved by Daedalus for _____ dollars (hereafter “Invested Capital”) and said funds are to be managed by Daedalus for five years or longer.

ALPHA is a focused-equity product designed for those who seek to profit from the demonstrated ability of Daedalus Capital, L.L.C. to construct portfolios that grow Client money aggressively using the Coleman Method. Each **ALPHA** Client relationship is a separately managed account. Each portfolio will contain one to five common stocks. The goal is to deliver annualized returns of 15% per year on a trailing five-year basis. This is a goal. This is not a guarantee. In fact, there may be losses. Each relationship has a minimum contract term of five years and during that term the Client may not withdraw any funds without incurring substantial penalties (See Paragraph 7). **ALPHA** is an absolute return strategy without any benchmark. Daedalus may, in its sole discretion, negotiate unique terms with each **ALPHA** Client.

Client acknowledges that the investment in **ALPHA** is consistent with his/her investment objectives and risk/return parameters. Client is obligated and agrees to notify Daedalus in writing when changes to their investment objectives and risk and return parameters differ with the investment goal of **ALPHA**.

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 Client deems it appropriate to engage the services of Daedalus Capital, L.L.C. by investing certain of its cash assets in **ALPHA**, a contract issued by Daedalus Capital, L.L.C., for the express purpose of earning an annualized return of 15% per year over five years;

WHEREAS, Daedalus Capital, L.L.C. asserts that **ALPHA** is protected by the investment skill of the management and not by the balance sheet or income statement neither of the Company nor by an insurance policy of a third-party insurer;

WHEREAS, Daedalus and the Client 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. declares 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:

Appointment of Daedalus Capital, L.L.C. The Client hereby appoints Daedalus Capital, L.L.C. as investment manager for the Account, and Daedalus hereby accepts said appointment. The Client may at any time add additional assets to or withdraw assets from the Account by notice to Daedalus. In connection with its appointment of Daedalus the Client acknowledges: (i) that Daedalus may act as an advisor to other Clients and, accordingly, may give advice and take action with respect to any Clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account; (ii) that Daedalus shall have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security which the Manager, its principals, affiliates or employees may purchase or sell for themselves or any other Client of Daedalus; and (iii) that transactions in a specific security may not be accomplished for all Clients of Daedalus at the same time or at the same price.

1. Discretionary Investments. In the performance of its investment services, Daedalus shall have the discretionary authority to direct the Custodian 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. Client understands that all or a portion of the assets in the Client'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 Custodian. Daedalus shall effect securities transactions on behalf of the Client's account pursuant to the terms of the Agreement.

2. Trading Authority. Client hereby grants and acknowledges explicitly and implicitly that Daedalus has complete and unlimited discretionary trading authorization on the Assets in the Client's account. Client appoints Daedalus as agent and attorney-in-fact with respect to the Client's account. Pursuant to such authorization, Daedalus may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade the securities and other investments in the Client's account, and act on behalf of the Client in all other matters necessary or incidental to the handling of the Client's account and all transactions therein. During the course of account trading, gains or losses associated with cash management transactions and/or security sales or purchase activities shall be borne by the Client account. No transaction fees or charges attributable to these actions shall be assessed to Daedalus Capital, L.L.C. For example, should the Client account temporarily be overdrawn due to transactional activities, Daedalus will exercise discretionary authority to sell portfolio securities to bring the account into balance. Any overdraft fees arising from such a situation will be assessed to the Client account. As a further example, should portfolio holdings be temporarily "short" – *i.e.*, portfolio holdings during trading do not sum to the shares on record with the Custodian, Daedalus will also exercise discretionary authority to sell portfolio securities to bring the account into balance. Any overdraft fees arising from this situation will be assessed to the Client account. As an extension of Daedalus' discretionary authority, such transactions will be executed immediately upon discovery, without Client consultation.

3. Custodian Services. The Custodian will maintain custody of the Assets held in the Client's account. Client gives Daedalus the authorization to instruct Custodian with respect to

all investment decisions regarding the Assets. Instructions by Daedalus to the Custodian shall be made orally or confirmed in writing or electronically or some other form of communication if the Custodian so directs. Daedalus will instruct Custodian to send Client written confirmations of all trades executed through Custodian and monthly statements of all activity in Client Account. Custodian will automatically hold all securities purchases, as well as all sale proceeds, dividends and interest. Daedalus shall select one or more brokerage firms with which to buy or sell securities on behalf of the Client. All such brokerage firms shall do their trades at a competitive negotiated commission rate. The Client acknowledges that all transaction costs, including brokerage commissions, shall be deducted from the Client's assets as normal business costs.

4. Confidential Information. In the course of investment banking or other activities, Daedalus and its affiliates may acquire confidential or material non-public information. Client acknowledges that Daedalus is not free to divulge to the Client or to act upon such information with respect to its performance of this Agreement.

5. SHOW ME FEE. Daedalus' believes that we should be paid when we make you money and not be paid when we do not make you money. As a result, we have created the SHOW-ME FEE that allows Daedalus to earn a Performance Fee only after we have increased your assets. The SHOW ME FEE is summarized below:

Initial Up-Front Fee	1.00% of Invested Capital
Annual Fee	0.00%
Performance Fee	25.00% of profit earned, paid quarterly when appropriate. The baseline is the initial Invested Capital and, then, the market value at the end of the last quarter that a performance fee was paid to Daedalus. No fee will be earned unless the performance for the account exceeds the previously achieved quarterly high.
Early Termination Fees	10.00% in Invested Capital plus any accrued Performance Fees
Contract Term	5 years
Minimum Assets	\$1,000,000
Account Type	Separately Managed Account
Suitability	Accredited Investor

The SHOW-ME FEE does not include certain costs or charges associated with securities transactions and other charges imposed by law. Daedalus will transmit an invoice for payment to Client, or Custodian if so directed by Client, as soon as practicable. Management fees are calculated based on the market value of the Account as of the last business day of each calendar quarter.

6. Additions and Withdrawals from Account. It is understood that Client may make additions to and withdrawals from the Client's Account. Withdrawals of Assets from the Client's Account shall be subject to Early Termination Fees described in Paragraph 5, when appropriate. Notice shall be directed to Daedalus. This Agreement is in no way intended to permit Daedalus or its affiliates the right to make additions to or withdrawals from Client's Assets except as it

relates to the payment of fees earned by Daedalus. Client does authorize Daedalus to instruct Custodian to disburse funds to Client as instructed by Client only. Daedalus will instruct Custodian to remit checks, wire funds, and otherwise to make disbursements of funds held in the account (1) to banks, broker-dealers, investment companies or other financial institutions to or for credit to an account of identical registration, or (2) to Client at Client's address of record. Daedalus may also instruct Custodian to wire fee payments to a financial institution identified by Daedalus.

7. **Termination.** This Agreement may be terminated at will by either party upon written notice to the other (See Section 9). Termination will become effective upon receipt of such notice via certified mail. Client should send any such notice of termination to Daedalus. The Client agrees that such termination will not affect the liabilities or obligations of the parties under this Agreement, which arises from transactions initiated prior to termination. Upon the termination of this Agreement, Daedalus shall not be under any obligation to provide further investment advice or to recommend any action with regard to the Client's account or to liquidate the securities or other assets in the Client's Account. In the event of early termination by the Client (i.e. prior to the end of five years), a termination fee of 10% of invested capital shall apply. The Client shall have the right to terminate this Agreement without fee penalty within five (5) business days of the execution of this Agreement. In the event of early termination by Daedalus, no termination fee shall be charged to the Client.

8. **Agreement Term.** This Agreement shall have an initial term of five years. This Agreement shall automatically renew annually thereafter unless the Client or Daedalus terminates in the manner provided for in Section 7 of this Agreement. There is no early termination fee after the Client completes the five-year term.

9. **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 States 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.

10. **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.

11. **Notice.** All written communications to **Daedalus** pursuant to this Agreement shall be sent to:

Stephen M. Coleman
Chief Investment Officer
Daedalus Capital, L.L.C.
500 East Kingsbury Square
St. Louis, MO 63102

Or, at any such other address Mr. Coleman may hereinafter designate in writing to the Client

Or to: steve@wegrowmoney.com

If you want to speak to Mr. Coleman call (314) 825-0304.

12. Renewal. Daedalus reserves the right to renew or to refuse to renew this Agreement in its sole discretion and for any reason.

COLEMAN METHOD. The following quote bares the soul of our investment process, the process that we use to deliver **ALPHA:**

"People behave in ways that are predictable. People make markets. People make markets that behave in ways that are predictable.

We are all members of the human family. The stock market reflects the actions, emotions, and dreams of humans. The stock market is manifest humanity. The stock market is our mirror."

-- From **COLEMAN METHOD©** by Stephen M. Coleman

I agree to honor the spirit and letter of this Agreement.

Signature of Holder

Date

Printed Name

Address

Phone #1

Phone #2

Email Address

SS#/EIN

Birthday

Nickname

Special Comments (if any)