

SUBSCRIPTION AGREEMENT FOR THE DEUCE

Updated on January 31, 2010

THE INTERESTS REPRESENTED BY THIS SUBSCRIPTION AGREEMENT FOR THE DEUCE 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 THE DEUCE, 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 \$500.00 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.

WITNESSETH THAT:

WHEREAS, Daedalus Capital, L.L.C. and its Founder and Chief Investment Officer, Stephen M. Coleman, have demonstrated to you through your personal experience 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 THE DEUCE, a trust security 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 THE DEUCE is protected by the investment skill of the management and not by the balance sheet or income statement of the Company;

WHEREAS, Daedalus and The Holder admit full knowledge of the allegations made against Daedalus Capital, L.L.C. by the Secretary of State in Missouri, allegations that Daedalus declares are false and has provided defenses in appropriate venues;

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 THE DEUCE 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 THE DEUCE, 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 THE DEUCE 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 THE DEUCE.

Likewise, Daedalus Capital, L.L.C. acknowledges that THE DEUCE 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 The DEUCE 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 THE DEUCE'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 THE DEUCE 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 THE DEUCE 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 THE DEUCE under this Agreement will be according to two payments: 1) The initial fee of 10% 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 100% of the residual value of THE DEUCE account. Other fees may be assessed at the sole discretion of Daedalus during the contract period.

3. **Additions and Withdrawals from Account.** It is understood that The Holder may not make additions to and withdrawals from THE DEUCE'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 THE DEUCE 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 Missouri 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

Or, at any such other address as any party may hereinafter designate in writing to the others. **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.

9. **Non-Assignment Clause.** This Agreement may not be assigned by Daedalus without The Holder’s consent in writing.

10. **Grace Period.** The Holder shall have a Grace Period of thirty days after the Sale Date in which this Agreement may be terminated and The Holder shall receive a refund equal to 100% of Invested Capital. The Holder shall not be subject to the minimum 10% early termination fee during the thirty day Grace Period. The Grace Period is in place to allow The Holder sufficient time to understand more about THE DEUCE, Daedalus Capital, L.L.C., Stephen M. Coleman, or anyone else associated with Daedalus. This is not a high pressure sale. We are comfortable that our value proposition is compelling and will be validated over time by our performance.

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