



MISSION CONTROL INVESTMENT STRATEGIES, LLC.

Rethinking the Investment Decision

A Registered Investment Advisor

INVESTMENT ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is entered into between **Mission Control Investment Strategies, L.L.C.** (hereinafter referred to as “Adviser” or “MCIS”) and the undersigned (hereinafter referred to as “Client”). The Client is authorizing MCIS to manage a securities portfolio.

1. **Registered Investment Adviser.** Adviser acknowledges that it is a registered investment adviser under the Investment Advisers Act of 1940.

2. **Duties of Investment Adviser.** Client hereby appoints Adviser as agent and attorney-in-fact with authority to manage Client’s securities portfolio on a **DISCRETIONARY BASIS** and to invest and reinvest the securities, cash, and/or other assets in Client’s account. Pursuant to such appointment, Adviser is authorized, in its sole discretion and at Client’s risk, to purchase, sell, exchange or otherwise trade in securities and to take other actions related thereto and to Client’s account, including delivery and payment for any such securities. Client understands and acknowledges that the Adviser may utilize the services of sub-advisers to assist in the selection of securities and strategies on the Client’s behalf. Adviser will disclose the identities of sub-advisers upon written request. Client ratifies and confirms all transactions executed on Client’s behalf by the Adviser and its agents. In connection with the Advisory services provided to Client, Adviser is entitled to rely on the information provided to Adviser by Client in formulating a plan of investment.

3. **Adviser Not Custodian.** Adviser acknowledges and agrees that it will have no power or authority to obtain custody or possession of any cash or securities in Client’s account and is not deemed to be custodian of the account. However, Client authorizes Adviser to instruct the custodian to withdraw and receive cash and securities to settle transactions for the benefit of Client.

4. **Proxies.** Client understands that Adviser does not agree to vote proxies of securities held in the undersigned’s account and responsibility for voting such proxies remains with Client.

5. **Investment Risk.** Client recognizes and acknowledges the risks inherent in any securities investment. There is no assurance that Client’s securities portfolio will achieve profitability through the management of Adviser. Adviser will exercise its best judgment on behalf of Client. Except for negligence or malfeasance, or violation of

applicable law, neither the Adviser, its officers, directors, agents, nor employees shall be liable there under for any action performed or omitted to be performed or for any errors of judgment in managing the account. Notwithstanding the foregoing, the federal securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing herein shall in any way constitute a waiver or limitation of any rights, which the undersigned may have under any federal securities laws.

6. Effecting Transactions. The authority of Adviser will not be impaired by the fact that it may effect transactions with respect to securities for its own account or for the accounts of others which it manages which are identical or similar to transactions for the account of Client at the same time or different times. Client hereby consents and authorizes Adviser to effect agency cross transactions with respect to securities transactions in Client's account. For purposes of this agreement, "agency cross transaction" means a transaction in which Adviser acts as an investment adviser for Client and Adviser or one of its affiliates also acts as a broker for Client or another person on the other side of the transaction. Client understands that Adviser may render similar services for other customers. Advice given to other customers may differ from advice given to or for the account of Client, including the nature and type of securities to be purchased and sold and the timing of any such transactions.

Client acknowledges that securities transactions, including mutual fund exchanges, may result in income tax consequences and that Adviser will not have any duty to consider the income tax implications when effecting transactions in the Client's account.

7. Advisory and Brokerage Fees. Unless otherwise agreed by amendment to this agreement, Client agrees to pay portfolio management fees based on net asset value of the securities portfolio in accordance with the schedule attached as Exhibit A.

In addition to the fees payable for Advisory services as set forth on Exhibit A, Client agrees to pay brokerage commissions on a "transaction by transaction basis" for execution and related services according to the standard fee schedule of the broker/dealer designated in Section 8 below. Client may be able to effect transactions without Advisory or brokerage charges,

Fees charged by Adviser may be negotiated and vary among clients for similar services. The fees shall be due and payable upon acceptance of client's account by Adviser and shall be payable quarterly in advance. Fees are based on the market value (including accrued interest) of the account as of the last business day of the prior quarter. New deposits or withdrawals during a quarter will be charged or rebated on a quarterly-pro-rata basis. Remittance in the full amount of the management fees and brokerage fees and commissions shall be collected by the custodian of client's account by debiting client's accounts and liquidating securities selected by the Adviser, if necessary. Client authorizes and directs said custodian to pay to Adviser its allocable portion of the management fees. Client understands and agrees that persons associated but not an employee of the Adviser may be a licensed securities representative of a broker/dealer or an advisor designated by client. A portion of the advisory fee may be payable to that broker/dealer or advisor.

Mutual funds are subject to internal fees and expenses, which are charges against the assets of his mutual fund. Client acknowledges, as applicable, that these internal charges are inherent expenses of the Client's account in addition to the fees and charges contemplated in this agreement.

8. Selected Broker/Dealer. Client hereby agrees and authorizes that securities transactions for Client's account will be executed through the following registered broker/dealer who may charge commissions or fees for its services pursuant to a separate written agreement with the undersigned:

Fidelity Investments- Wealth Central

9. Termination. This agreement may be terminated at will upon five days written notice by either party. However, such termination will not affect any liability with regard to transactions initiated prior to such termination. In the event of such cancellation, Client shall be entitled to a pro rata refund of any prepaid management fees calculated from the effective date of termination.

Client shall send notice of termination of Adviser to:

Mission Control Investment Strategies, LLC
9800 Mount Pyramid Court
Ste 400
Englewood, CO 80112

or such subsequent address as may be provided by the Adviser to the client.

Client shall also send notice of termination to the appointed broker dealer at the above address set forth in Section 8 above, or at such later address as provided to Client.

10. Non-Assignability. Client understands and agrees that this Agreement will not be assigned without Client's prior consent.

11. Governing Law. The laws of the State of Colorado, including the arbitration laws of the State of Colorado shall govern this Agreement.

12. Brochure. The undersigned acknowledges receipt of Adviser's written brochure (Part II of Form ADV) as required by Rule 204-3 under the Investment Advisers Act of 1940.

13. Client Information. Client acknowledges and represents that he or she has provided Adviser with true and correct background information concerning the needs, circumstances, and investment objectives of the undersigned, including information

necessary for determining a suitable investment policy for the undersigned's account. Client agrees to inform Adviser in writing of any material change in Client's circumstances, which might affect the manner in which Client's assets should be invested, and to provide Adviser with any such information, as it shall reasonably request.

14. Right of Rescission. Client may rescind this Agreement without penalty within 5 days after the initial date of client's execution by providing Adviser with written notice of such election to rescind. Adviser shall be under no obligation to undertake transactions as an investment adviser on behalf of Client until 5 days after execution of this Agreement by Client. This right of rescission shall not apply to any renewal of this Agreement through re-execution or otherwise.

15. Pre-Dispute Arbitration Agreement

The undersigned understands and agrees that:

- 1) Arbitration is final and binding on the parties;
- 2) The parties to this agreement are waiving their right to seek remedies in court, including the right to a jury trial;
- 3) Pre-arbitration discovery is generally more limited than and different from court proceedings;
- 4) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; and
- 5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Client and Adviser hereby agree that any controversies or disputes which may arise at any time between Client and Adviser concerning any transaction or otherwise relating, directly or indirectly, to the construction, performance, or asserted breach of this or any other agreement or obligation between Client and Adviser shall be determined by arbitration. Such arbitration shall be in accordance with the rules then in effect of the National Association of Securities Dealers, Inc.

No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (I) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

16. Advisor's fee structure. Because this advisor has several unique strategies not all

Strategies use the same fee structure. Some of the products were created using intense research and knowledge of the markets and as such do have a higher fee structure than other strategies.

EXHIBIT A

**Advisory Management Fees for Eagle-Industry Rotation and Asset Allocation:
Owl (Max 100%) Owl (Max 70%) Owl (Max 50%) & Owl (Max 0%)**

Assets Managed	Annual Percentage Rate	Max 0% Annual Rate
\$0-\$499,999	1.50%	1.00%
\$500,000 - \$999,999	1.25%	0.90%
\$1,000,000- \$5,000,000	1.00%	0.80%
\$5,000,000 and over	Negotiated	

For these strategies the total of assets mixed in any of these strategies will use the actual rate that coincides with the total dollar assets in these accounts. For instance, if you had 200,000 in three of these strategies with one being in the Owl Max 0% two accounts will be at 1.25% rate and one at 0.90% (ie: none of these accounts pay the maximum rate).

Fees are based on the account value and are calculated and paid quarterly based on the annual rate (1/4 of the annual rate) and are charged in advance according to the general guidelines above. Fees charged by adviser vary among clients for similar services. There is no minimum account size but the minimum annual account fee is \$750.

EXHIBIT B

Advisory Management Fees for The Falcon Strategy:

Accounts	Assets Managed	Annual Percentage Rate
	\$0-\$999,999	1.50%
plus	\$1,000,000- \$5,000,000	1.00%
plus	\$5,000,000 and over	Negotiated

Fees are based on the account value and are calculated and paid quarterly based on the annual rate (1/4 of the annual rate) and are charged in advance according to the general guidelines above. Fees charged by adviser vary among clients for similar services. There is no minimum account size but the minimum annual account fee is \$750.

EXHIBIT C

Advisory management fees for the Falcon–Moderate Blend and the Falcon-Conservative Blend strategies:

Accounts	Assets Managed	Annual Percentage Rate
	\$100,000 - \$249,999	2.20%
plus	\$250,000 - \$499,999	1.85%
plus	\$500,000 - \$999,999	1.50%
plus	\$1,000,000 - \$5,000,000	1.20%
	Over \$5,000,000	Negotiated

EXHIBIT D : For Qualified Clients ONLY

A qualified client (QC) has a net worth, not including the resident house, of 2 million dollars or assets under management at Mission Control Investment Strategies of over 1 million dollars. For a qualified client we charge a lower yearly fee but we can charge a bonus if we meet a specific performance return. The benefit to the client is that in periods when we do not perform well the client has been charged much less than in a more traditional fee structure.

Advisory management fees for Qualified Clients (QC):

	Assets Managed	Annual Percentage Rate
Accounts	\$100,000 - \$499,999	1.20%
plus	\$500,000 - \$999,999	1.10%
plus	\$1,000,000 - \$5,000,000	1.00%
	Over \$5,000,000	Negotiated

1% BONUS Performance Advisory Fee for the overall portfolio managed by MCIS

A bonus on the performance for this strategy will be calculated by the following formula. Once an account is open, its anniversary date will be the last day of the calendar quarter following the opening date of the account. Therefore an accounts anniversary will be March 31st, June 30th, September 30th or December 31st. **Once a year at the account's anniversary date the quarterly fee report will include a 1% bonus fee if the account's return has outperformed the clients relative benchmark by at least 6% for the previous twelve months.** (i.e.; if the relative benchmark is up 4% then your performance must be up 10% or higher).

There are two scenarios in which your account may have outperformed your relative benchmark by 6% or more but we will not get a bonus. One scenario occurs if your returns for that year are negative.(i.e.; the account is -2% and the benchmark is down -8% or more) The second occurs if the account value at the quarter's end is less than the original value after adjusting for all contributions and withdrawals.

Please refer to Portfolio Description page 5 for information about benchmarks.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION PROVISION IN SECTION 15.

Client: _____ Date: _____

Client: _____ Date: _____

MISSION CONTROL INVESTMENT STRATEGIES, LLC

By: _____ Date: _____