

1139 Ascott Valley Drive Duluth, GA 30097 Phone: (678) 254-3250

Facsimile: (678) 254-3250 info@growthpointinvestments.com

## **ADVISORY AGREEMENT**

THIS ADVISORY AGREEMENT is made and entered into this day of, 20 by and between GROWTHPOINT INVESTMENTS, LLC, a Georgia limited liability company, hereinafter alternately referred to as "The Advisor" or the "Advisor" and hereinafter referred to as the "Client."
THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING REPRESENTATIONS: The Client represents that he is investing speculative capital for the principal purpose of investing in commodity and financial futures contracts and has been informed and is fully cognizant of the high risks associated with such investments.
IT IS MUTUALLY AGREED:
1. The Client herby request that its managed account be managed pursuant to the
Program Nominal Trading Level Index Index Conservative GEMS Growth
(IMPORTANT: PLEASE INDICATE PROGRAM BY SPECIFYING THE AMOUNT TO TRADE IN EACH).  2. The Client shall deposit with (INDICATE NAME OF FUTURES COMMISSION MERCHANT HERE) hereinafter called "Broker," who has been
freely selected by Client, actual funds and/or securities in the amount of \$ (US\$) or more, for an Account whose level of trading, risk, and management fees shall be based on the Account Size. As of the date of this Agreement, the Account Size (Nominal Trading Level) shall be \$
(US\$). The difference between the Account Size as of the date of this agreement and the Actual Funds deposited at the time of this agreement shall be deemed "Notional Funds". Notional Funds are funds not actually held in the account, but which have been "promised" by a Client, in writing, to the trading activity of the account. The total amount of Notional Funds and Actual Funds in a Client's account are considered the "Nominal Account" size which the Advisor will base its trading decisions. Should a Client desire to increase or decrease the Nominal Trading Level based on additions and withdrawals, the Advisor will adjust the Nominal trading Level only upon written instructions provided by the Client.
3. The Client understands that the Advisor will only accept notional funds in its program as long as the notional funds are held at the same Broker carrying the Client's trading account. Any funds, which are on deposit with the Broker and are to be included in the Actual Funds but are not under the direct control of the Advisor (i.e., the notional funds), should be disclosed below. The Client further acknowledges that

commodity account directed by the Advisor until further notice by the Client. The

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Client further represents that the Notional Funds will remain unencumbered at all times. The Nominal Trading Level will change based on profits and losses in the Client's regulated account at the Broker. Location and account numbers of any accounts in addition to the trading account at the Client's Broker where Actual Funds will be located:

Account Type (Money Market, T-Bill, Other)	Account #	Broker/Bank Name	Current Balance
			US\$
			US\$
			US\$

The Clien	it also au	ithorizes the	Adviso	or to caus	se			
(Broker ho	lding noti	ional/committe	ed funds	s) to tran	sfer fund	ls from t	he other a	ccount(s) to
the regul	ated com	nmodity accor	unt in	amounts	not to e	xceed th	e total am	ount of the
Notional	Funds.	This authorize	zation	shall no	t serve	to limit	in any wa	ay separate
agreemer	nts betwe	een the Client	and					(Broker
holding	notional	/committed	funds	<b>)</b> in	which	the	Client	authorizes
				(Broker	holding	notional	/committed	<b>funds)</b> to
transfer f	unds fro	m another ac	count t	to his/he	r regulat	ed comm	nodity acco	unt. Check
here if th	is section	n 3 is not app	olicable	e since th	e custon	ner is ini	tially fully	funding the
account v	vith cash	or cash equiv	valents	such as	securitie	:s □.		

The Client also represents that he/she understands that the trading activity will be based on the Nominal Account Size, and that margin calls may require the Client to fund the Account beyond the Actual Funds deposited therein. The Client has agreed to set aside the notional funds in other accounts that will be made available for use in the Advisor's trading Program(s).

THE CLIENT UNDERSTANDS THAT THEY HAVE REQUESTED THAT THE ADVISOR TRADE THEIR ACCOUNT WITH A DEGREE OF LEVERAGE THAT EXCEEDS THAT RECOMMENDED AS APPROPRIATE BY THE ADVISOR AND THE CLIENT IS AWARE OF THE FOLLOWING:

- i. I WILL INCUR GREATER RISK BECAUSE I MAY EXPERIENCE GREATER LOSSES, AS MEASURED BY A PERCENTAGE OF ASSETS ACTUALLY DEPOSITED IN MY ACCOUNT, THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR;
- ii. MY ACCOUNT WILL EXPERIENCE GREATER VOLATILITY RESULTING IN LARGER MARGIN CALLS, AS MEASURED BY RATES OF RETURN ACHIEVED IN RELATION TO ASSETS ACTUALLY DEPOSITED IN MY ACCOUNT, THAN IN AN ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR; AND
- iii. I WILL PAY HIGHER ADVISORY FEES, MANAGEMENT FEES AND BROKERAGE COMMISSIONS AS MEASURED BY THE PERCENTAGE OF SUCH FEES AND COMMISSIONS IN RELATION TO ASSETS ACTUALLY DEPOSITED IN MY

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# ACCOUNT, THAN A CLIENT'S ACCOUNT FUNDED AT THE LEVEL RECOMMENDED BY THE ADVISOR.

- 4. The Advisor is hereby authorized as agent and attorney-in-fact, with full discretion, to buy, sell (including short sales) and trade in commodities, commodity futures contracts, commodity options contracts and forward currency contracts (collectively, "futures interest contracts"), on margin or otherwise, for the Client's Account. The Client hereby agrees to indemnify and hold the Advisor, its principals and affiliates, harmless from, and pay the Advisor promptly upon demand, any and all loss, cost, indebtedness and liabilities arising therefrom. The Client hereby ratifies and confirms any and all transactions made by the Advisor on behalf of or for the Account of the Client, and that the Client shall have no right of prior consultation with the Advisor or of approval of particular trades. The Advisor is authorized to act for the Client in the same manner and with the same force and effect as the Client might or could do with transactions in the markets traded by the Advisor. The Client recognizes that the Advisor will transmit orders on the Client's behalf to the Broker but will not directly execute such orders. The Advisor shall not be responsible for any acts, omissions, or errors of the Broker in executing such orders. The Client authorizes the Advisor to enter into all arrangements on the Client's behalf, which are necessary or appropriate in the judgment of the Advisor to carry out the obligations of the Advisor under this Agreement.
- 5. From the date hereof and until the Account is closed, the Client does irrevocably constitute and appoint the Advisor as the true and lawful agent with full discretionary authority over the Account to buy, sell (including short sales), trade and otherwise deal in futures interest contracts for the Account. The Power-of-Attorney granted hereby shall be deemed coupled with an interest; shall be irrevocable; and shall survive death or the incapacity of the Client until such time as the Account shall be closed. The Client understands that the Client may revoke this Power-of-Attorney upon prior written notice to the Advisor at any time (although withdrawals may only be made at month-end). Upon closing the account, the Client agrees to provide written cancellation of this Power-of-Attorney to the Advisor.
- 6. The Client acknowledges that he has read the Advisor's November 15, 2011 Disclosure Document, including the Risk Disclosure Statements. The Advisor makes no quarantee that any of its services will result in a profit or will not result in a loss for the Client. The Advisor, its principals, officers, employees, agents and affiliates shall not be liable, responsible or accountable for damages or otherwise to the Client, its successors or assigns. Except for willful misconduct or gross negligence and disclaim any liability for human or machine errors in connection with the placement or transmission of orders, or orders to trade or not to trade futures interest contracts, including the errors of any brokerage firm. All transactions effected for the Client's account(s) are at the Client's risk, and the Client shall be solely liable therefore under all circumstances. The Client is willing and financially able to sustain such losses. Furthermore, the Client accepts that errors committed by the Advisor, except those resulting from willful misconduct or gross negligence, are costs of doing business. The Advisor shall not be liable to Client for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank,



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clearing or other broker, exchange, clearing organization or similar entity. The Client shall indemnify the Advisor and its principals, officers, employees and affiliates against any loss, cost or damage arising out of any obligation of the Client under its customer agreements with clearing brokers.

- 7. The Advisor's recommendations and authorizations shall be for the Account and risk of the Client. The Client has discussed the risks of futures interest contract trading with the Broker and understands those risks. The Client assumes the responsibility for losses that may be incurred.
- 8. The Client is aware of the risks involved in opening an account. Including, without limitation to, the speculative character of trading in futures, interest contracts; the possibility that an entire investment may be lost and that liability could exceed the assets in the Client's Account. Also, the Client understands that the Account will be subject to brokerage commissions regardless of whether profits are earned and that even if best efforts are used to close out all positions in the Account at a particular time, there is no assurance that any such open positions will be closed out without incurring substantial additional losses. The Client further represents that he has the financial capacity to undertake such risks.
- 9. The Client agrees to execute a limited trading authorization with the Broker authorizing the Advisor to enter orders for futures market contracts and/or cash market contracts for the Client's Account. It is agreed and understood by the Client that the Advisor has no responsibility for the proper execution of orders by the Broker. There are no verbal agreements between the parties.
- 10. The Client may add to his/her account at any time or withdraw funds monthly from his/her Account as long as the Account's equity remains above the initial Account Size. The Client agrees to notify the Advisor in writing in advance of such additions or withdrawals. (See # 2 above for accounts with Notional Funds.)
- 11. The Client recognizes that the potential profitability of the Account depends upon long-term, uninterrupted investment of capital and that reduction of the Account's Net Asset Value could have adverse material and affects on the diversification among futures interest contracts of the Account and the potential profitability of the Account.
- 12. In the event a Client establishes a self-directed IRA account, the Advisor has adopted a trading policy to cease trading for the Client's account if the account experiences a drawdown in excess of 30% of the account's prior months ending equity. The Client understands that the drawdown will be reviewed at the end of each trading day and will not be monitored on an intra-day basis. The Client also understands that if his/her self-directed IRA account is approaching the 30% drawdown benchmark, the Client will be provided with the option to either terminate the account and liquidate all positions and remaining balances, with such liquidation occurring as soon as administratively possible by the Advisor, or continue trading upon written instructions from the Client. In drawdown situations, the Client is fully aware and acknowledges the fact that due to the volatile nature of the futures markets, the

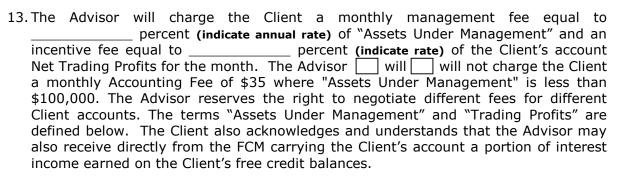
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Advisor is unable to guarantee that any drawdown in the account can be limited to 30% of the account's prior months ending equity. Furthermore, in the event the Advisor attempts to contact the Client, however the Client is not readily available to consult with the Advisor regarding the drawdown situation, the Advisor will be permitted to continue trading at its discretion.



"Assets under Management" is defined as the Client's account ending equity as of month end computed on an accrual basis of accounting. Ending equity includes the sum of cash and cash equivalents, notional/committed funds (in cases where the Client has contributed Notional Funds at the time the account has opened or anytime thereafter pursuant to written instructions provided to the Advisor), current market value of securities, plus the unrealized profit/loss on open positions, plus accrued interest income earned on securities (securities deposited by the Client for margin purposes and securities purchased by the Advisor for the Client) and equity in the Client's account (Not all FCMs pay interest on equity on the Client's value), minus accrued commissions on open positions, minus other accrued expenses (e.g., prior months management and incentive fees not yet paid).

In the event a Client promises "Notional Funds" to the Advisor's trading program pursuant to written instructions, the Client's monthly management fee will be calculated on the Assets Under Management (as defined above) at the end of each Therefore, if notional funds are contributed by the Client, a Client's management fee as a percent of actual funds will be higher. For example, if a Client deposits \$50,000 into the trading account and elects to have the account initially traded at a \$100,000 level, the account's beginning equity for management fee purposes will be \$100,000. If the account appreciates by \$5,000 based on realized and unrealized profits, the actual funds in the account are at \$55,000; the account size for management fee purposes is \$105,000 and the trading level is \$105,000 (i.e., the notional assets remain at \$50,000). In the event the account had a \$5,000 loss based on realized and unrealized losses, the actual funds in the account are at \$45,000; the account size for management fee purposes is \$95,000 and the trading level is at \$95,000 (i.e., the notional assets remain at \$50,000). The management fee as a percent of actual funds may be determined by dividing the management fee computed on assets under management by the actual funds in the account. When the account is first opened, the management fee is based the first months ending Therefore, if an account is opened with \$50,000 and the Assets Under Management (as defined above) is \$65,000 at the end of the month, the management fee is based on \$65,000.



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Net Trading Profits shall mean the cumulative profits (over and above the aggregate of previous period profits as of the end of any period) during the period (after deduction for brokerage fees paid for the period but before deducting the Advisor's incentive fees payable for the period). Net Trading Profits shall include: (i) the net of profits and losses resulting from all trades closed out during the period, (ii) the change in unrealized profit or loss on open trades as of the close of the Period, and (iii) the amount of interest and other investment income earned, not necessarily received, during the Period, minus: (i) the change in accrued commissions on open trades as of the close of the Period, and (ii) other expenses incurred during the period, including the current period management fee and/or accounting fee. All open futures positions in a Client's account are calculated at their fair market value at the end of each business day and at the end of the month. The market value of an open position is determined by the settlement price as determined by the exchange on which the transaction is completed, or the most recent appropriate quotation provided by the futures commission merchant as supplied by the exchange.

The monthly incentive fee is payable only on cumulative profits. For example, if the Account incurs losses after an incentive fee payment is made, the Advisor will retain the payment but will receive no further incentive fee in subsequent months until trading profits have been earned.

The calculation of the incentive fee will generally be based on a method using gain and losses in the account. The formula is as follows:

X = The last day of the current period

Y = The first day of the current period

GR = Gross Realized Gains/Losses for period between time X and time Y
UR = Unrealized Gains/Losses for period between time X and time Y

INT = Accrued Interest Income between time X and time Y

BC = Brokerage Commissions and Transaction Fees paid during period

between time X and time Y

ABCY = Accrued Brokerage Commissions at time Y
ABCX = Accrued Brokerage Commissions at time X
MGT = Management Fees and Accounting Fees, if any

OTH = Other expenses related to trading

Formula: Incentive Fee = (GR + UR +INT- BC - ABCY + ABCX - MGT -

OTH) x .20

### Example

A Client has a \$100,000 starting balance on July 1, 2006. During the month of July 2007, the Advisor's trading program resulted in \$2,000 in realized gains (i.e., the gains resulting from the liquidations of positions). The trading program has one open position and the unrealized loss on the trade is \$350. Assuming half the commissions are charge when the open position is established and the other half of the commission is charged when the position is closed, the Advisor accrues the \$9.75



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in commissions on the open positions (half of the \$19.50 round turn commission). Therefore, at the end of the month, the value in the account is as such:

#### Management Fee:

Beginning Balance \$100,000
Realized Gains \$2,000
Unrealized Loss (\$350)
Accrued Commissions (\$9.75)
Ending Balance before Fees \$101,640.25

Accrued Management Fee: (\$169.40) (Note: \$101,640.25 X 2% divided by 12)

Incentive Fee:

Realized Gains \$2,000 Unrealized Loss (\$350) Accrued Commissions (\$9.75) Accrued Management Fees (\$169.40) Income Subject to Incentive Fee \$1,470.85 Incentive Fee Rate 20%

ACCRUED INCENTIVE FEE \$294.17 (Note: \$1,470.85 X 20%)

The monthly incentive fee is due and payable on the last business day of each month. The incentive fee will also be payable in the case of a withdrawal prior to the end of a month within a reasonable time after such withdrawal.

If Trading Profits for a period are negative (thus a Trading Loss), it shall constitute a "Carryforward Loss" for the beginning of the next period. If a Client withdraws funds from the account at a time when the account has a Carryforward Loss, the Trading Loss that must be recovered before there will be new net Trading Profits will be reduced. The amount of the reduction will be determined by dividing the value of the account immediately after such withdrawal by the value of the account immediately before such withdrawal and multiplying that fraction by the amount of the uncovered Trading Loss at the time of the withdrawal. If Trading Losses occur in more than one month in the account without an intervening payment of an incentive fee, and the value of the account is reduced in more than one month because of withdrawals, then the Trading Loss in each such month shall be reduced in accordance with the above formula, and only the reduced amount of Trading Loss will be carried forward to offset future Trading Profits.

Shortly after the end of each month, the Advisor shall prepare a statement setting forth the amount of management and incentive fees payable to the Advisor and shall furnish such statement to the Broker. Upon submission of the statement to the Broker, the Broker and the Advisor are authorized by the Client to deduct these fees directly from the Client's Account. The Advisor shall furnish the Client with a copy of the statement presented to the Broker if so requested by the Client. The Client agrees to assure payment to the Advisor of applicable management and incentive

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fees within five (5) business days of the date such fees become due and payable.

- 14. The Broker will furnish the Client with confirmations of all transactions effected in the Account and with monthly statements showing information concerning trading activities in the Account, and Broker will furnish the Client with a statement of any supporting collateral Account. Copies of all aforementioned confirmations and statement will be sent simultaneously by the Broker to both the Client and the Advisor. The furnishing of such reports shall be the sole responsibility of the Broker, and the Client recognizes that the Advisor is not required to furnish such reports to the Client. The Client agrees to promptly review all confirmations and statements received from the Broker, and any statements that may be sent to the Client by Advisor. Such statements shall be binding on the Client unless a prompt written or verbal objection from the Client is received by the Broker or the Advisor, as the case may be.
- 15. The Client shall advise the Adviser of any investment restrictions which it wishes to impose in connection with the Trading Program(s) and of any changes or modifications thereto and shall give prompt written notice if the Client deems any investments made for an Account to be in violation of such objectives or restrictions. Unless the Client notifies the Adviser in writing of specific restrictions, the investments recommended for, or made on behalf of, an Account shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind the Client or the Adviser. Any such restrictions now in effect shall be attached to or identified in this Agreement.
- 16. The Client recognizes that the Broker has sole responsibility for providing confirmations and reports to the Client concerning the trading activity in the Account and has sole responsibility to execute orders entered on behalf of the Client by the Advisor The Client understands that the Broker, rather than the Advisor, will have full custody of the Client's funds and commodity market positions and that the Client will be required to pay brokerage commissions to the Broker with respect to all transactions effected in the Account.
- 17. The Client authorizes the various Introducing Brokers and Futures Commission Merchants through which the Account is and may be traded to follow the various trading decisions and orders communicated by the Advisor to the same. Further, the Client acknowledges that all trades made by The Advisor for the Account hereunder shall solely and strictly be for the Client's own risk. The Client acknowledges that The Advisor assumes no risk or obligation as to any losses from trading which may occur in the Client's Account. The Client agrees to hold the Advisor and its successors and assigns, harmless.
- 18. The Client agrees to indemnify each of the same fully against any and all losses, costs, damages (including, without limitation to, consequential losses and attorneys' fees) in any fashion pertaining to or arising out of the Account outside of the Advisor's willful malfeasance or gross negligence.



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19. This Agreement shall automatically terminate upon the death, dissolution, legal disability or bankruptcy of either party. Either party may terminate this Agreement by giving the other written notice; termination shall be effective on the date such written notice is given. If the Client elects to terminate this Agreement, it shall pay the Advisor the management and incentive fee, if any, applicable through the last day of trading in the Account. If the Advisor elects to terminate this Agreement, fees shall be payable to the Advisor through the last day of trading in the Account. The Client acknowledges that liquidations may be required upon any such termination, which could result in significant losses.

- 20. All transactions on the Client's behalf shall be subject to the applicable constitution, rules, regulations, customs, usage's, rulings and interpretations. Applicable to any exchange or market and its clearing house, if any, on which transactions are executed for Client's Account, and to all applicable governmental acts and statutes (such as the Commodity Exchange Act, as amended) and to rules and regulations thereunder. The Advisor and the Advisor's successors and assigns shall not be liable to the Client as a result of any action taken to comply with any such constitution, rule, regulation, custom, usage, ruling, interpretation, act or statute.
- 21. The Client represents that the source of funds to be invested in the Account was not derived from activities that may contravene federal, state or international antimoney laundering laws and regulations.
- 22. This Agreement constitutes the entire agreement between the parties, and no modifications or amendments of this Agreement shall be binding unless in writing and signed by the parties hereto.
- 23. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties agree that any action or proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, any breach hereof or any transaction covered hereby, shall be commenced and resolved by such party exclusively in a competent court jurisdiction within the state of Georgia. The remainder of this Agreement or the application of such terms or provision to persons or circumstances other than those to which it is contrary, invalid or unenforceable shall not be affected thereby, and shall be enforced to the fullest extent permitted by regulation and law.
- 24. The Client recognizes that the Advisor is subject to on-site audits, examinations, inquiries, investigations, and possible proceedings concerning the Advisor's books and records by the National Futures Association (NFA) and Commodity Futures Trading Commission (CFTC). These on-site audits, examinations, inquiries, investigations, and possible proceedings may include, but are not necessarily limited to, reviews of the Advisor's Disclosure Document, performance representations, sales materials and practices, accounting procedures, financial statements, trade blotters, Client account information, and other books and records created in the course of business. The furnishing of such records to the regulatory authorities may and will require the release of the Client's account information including, but not limited to, the Client's daily and monthly trade confirmations, the Client's account forms



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completed and provided to the Client's broker, Client billing statements, Client's performance history while under the Advisor's management, and other records and correspondence between the Client and Advisor.

- 25. The Client authorizes the Advisor to provide the CFTC or NFA with full access to its books and records, including, but not limited to, information obtained from the Client under Rule 2-30 of the National Futures Association. Furthermore, the Client irrevocably agrees to not evoke any applicable blocking, privacy, or secrecy laws that would interfere with or create an obstacle to full inspection of the Advisor's books and records by the CFTC or NFA. All actions taken on the Client's behalf shall be subject to the applicable rules, regulations, rulings and interpretations of the CFTC and the NFA. The Advisor and its successors and assignees shall not be liable to the Client as a result of any action taken to comply with any such rule, regulation, ruling or interpretation.
- 26. The Client understands that the Advisor may adopt an anti-money laundering program under the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot) Act of 2001." Therefore, in the event the Advisor adopts such a program, the Client agrees to provide any and all information deemed necessary by the Advisor in the Advisor's sole discretion to comply with its anti-money laundering program and related responsibilities. Furthermore, the Client represents and covenants that neither the Client, nor any person controlling, controlled by, or under common control with the Client, nor any person having a beneficial interest in the Client, is a Prohibited Investor (as defined in the USA Patriot Act), and that Client is not investing on behalf of or for the benefit of any Prohibited Investor. Further, the Client agrees to promptly notify the Advisor of any change in information affecting this representation and covenant, and, in the event the Client breaches its representations and covenants found under this Section of the Advisory Agreement, the Advisor and the Client's FCM may be obligated or required to freeze the Client's investment by prohibiting additional investments, or refusing to invest the Client's assets pursuant to this Agreement. In such an event, the Client will have no claim against the Advisor for any form of damages as a result of any of the aforementioned actions provided for in this Section.
- 27. Notices. Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, to the Advisor at 1139 Ascott Valley Drive, Duluth, GA 30097, and to the Client at the address set forth below Client's signature hereto. Either party may change his address by giving notice in writing to the other party stating his new address. Commencing on the tenth day after the giving of such notice, such newly designated address shall be the party's address for the purpose of all notices or communications required or permitted to be given pursuant to this Advisory Agreement. Notices to the Client from the Advisor shall be deemed given as of the close of business on the first business day after mailing. Notices to the Advisor from the Client shall be deemed given as of the close of business on the day of which such notices are received by the Advisor.



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28. In the event that any provisions of this Agreement are invalid for any reason whatsoever, all other conditions and provisions of the Agreement shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Advisory Agreement as of the day and year first written above.

		GrowthPoint Investments, LLC				
		By: Nathan Lee Gantt, Mar	aging Member			
Cliamb 1	Print Name					
Client 1						
	Signature		Date			
Address:	Street	City Sta	ate Zip			
Client 2	Print Name					
	Signature		Date			
Address:	Street	City Sta	ate Zip			
Email Address for Statement Delivery:						
or Please Deliver by U.S. Mail						