

**SCHEDULE A
INVESTMENT ADVISORY AGREEMENT**

This schedule is attached to and made part of Investment Advisory Agreement for Colorado Financial Service Corporation (“Adviser”) and _____ (“Client”).

Investment Advisory Services

(1) Adviser may recommend Client select one of the pre-approved third party money managers for management of all or a portion of Client’s assets. The advisory fee of any independent advisor chosen by Client is also included within the single fee paid by Client. The selection of independent advisors within the Program is solely within Client’s discretion.

(2) **Discretionary Trading Authorization**

Adviser will direct, in Adviser’s sole discretion and without first consulting Client, the purchase and/or sale of securities on a discretionary basis within the Client’s account (“Account”), unless the Non-Discretionary Trading Authorization option is selected below. Client hereby agrees to execute any and all documents required by Adviser and/or Custodian in order to establish both the Account and the discretionary trading authorization. Client has listed any special instructions or limits Client wishes Adviser to follow in managing the Account on Schedule A.

The Agreement relates only to the Account number(s) specified on Schedule of Covered Accounts, attached hereto and incorporated herein, or as otherwise agreed upon by the parties hereto.

(3) Client understands Adviser may perform advisory and/or asset management services for other clients, and that Adviser may give advice or take actions for those clients that differ from the advice given or the timing or the nature of any action taken for the Account. In addition, Adviser may, but is not obligated to purchase, sell or recommend the purchase or sale of any security which Adviser or any of its affiliates may purchase or sell for their own accounts or the account of any other client. Client also understands that cash awaiting investment or reinvestment may be invested in cash balances or money market funds at Custodian.

Compensation

An annual fee will be charged to Client on a calendar quarterly basis in arrears. Each calendar quarterly fee will be based on the value of Client’s account on the last business day of the just completed calendar quarter. Client fees are based on a percentage of assets under management using the fee schedule below. Fees for partial quarters (i.e. accounts established during a calendar quarter or closed during a calendar quarter) will be prorated. Accounts closed or terminated during a calendar quarter will be issued a prorated statement of fees. Fee adjustments will generally not be made for additional deposits to the account or partial withdrawals from the account during a calendar quarter.

| Assets Under Management | Fee % | Client’s Fee |
|--------------------------------|--------------|---------------------|
| \$100,000 TO \$250,000 | 2.5% | _____% |
| \$250,001 TO \$500,000 | 2.25% | _____% |
| \$501,000 TO \$1,000,000 | 1.75% | _____% |
| \$1,000,001 TO \$2,000,000 | 1.5% | _____% |
| \$2,000,001 TO \$4,000,000 | 1.25% | _____% |
| Over \$4,000,000 | Negotiable | _____% |

- (a) The initial fee will be prorated based on number of days in initial quarter and based on the value of the account on the last business day of quarter.
- (b) For each subsequent calendar quarter, the Client will pay in arrears the Fee based on the ending account value on the last business day of the just completed calendar quarter.
- (c) Fees will not be adjusted for additional deposits to the account or partial withdrawals from the account.
- (d) In addition to the advisory fees above, client may pay fees for custodial services including postage and handling, account maintenance fees and other fees associated with maintaining the Account.

Client(s)

Colorado Financial Service Corporation

Signature

Authorized Principal Signature

Printed Name

Printed Name

Signature

Advisory Representative Signature

Printed Name

Printed Name

Date

Date

EXHIBIT A

SCHEDULE OF COVERED ACCOUNTS

This Agreement applies to the following Accounts.

| Account Title | Account # | Billing Account # (Fee pulled from accounts listed below) |
|---------------|-----------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |