

Solutions 4 Wealth

Advisors 4 Life

INVESTMENT ADVISORY AGREEMENT

RE: _____
(Family Name)

The undersigned _____ ("Client"), being duly authorized, hereby employs **Solutions 4 Wealth, Ltd.** ("Adviser"), as investment adviser for the Account referred to above (the "Account") on the following terms and conditions:

1. Term. This Agreement shall commence on date hereof and shall terminate upon written notice by either party.

2. Authority. Adviser provides discretionary advisory services with respect to the Account. Investments are determined based upon the client's needs, investment objectives, risk tolerance, net worth, net income and other various suitability factors. Adviser will have the following power and authority with respect to the Account. It shall supervise and direct the investments of and for the Account on a discretionary basis without prior consultation with Client; subject, however, to such limitations and restrictions as Client may impose in writing to the Adviser on Exhibit A (Investment Restrictions/Investment Guidelines). This discretionary authority makes Adviser the agent and attorney-in-fact with full power and authority in connection with the Account to (a) buy, sell, exchange, convert and otherwise trade in any and all stocks, bonds and other securities as Adviser may select; and (b) to establish and deal through accounts with one or more securities brokerage firms, dealers or banks as the Adviser may select. The responsibilities and duties of Adviser are limited to the assets of the Account, which assets are hereby designated by the Client for management by Adviser pursuant to this Agreement. This discretionary authority shall remain in full force and effect until Adviser receives written notice from the Client of its termination or until the Adviser receives actual notice of the Client's death or adjudicated incompetence.

3. Services of Adviser. By execution of this Agreement, Adviser accepts the appointment as investment adviser and agrees to direct the investments of the Account. It is agreed that the sole standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party.

4. ERISA and Other Tax-Qualified Accounts:

Please indicate below if the Client is, or is acting on behalf of:

____ An employee benefit plan subject to the provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or

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____ An Individual Retirement Account ("IRA"), a Keogh plan, or another tax-qualified retirement plan under Internal Revenue Code section 401 (a) and not covered by ERISA.

- a. ERISA Plan Account. If the Account is established on behalf of an employee benefit plan subject to the provisions of ERISA, then the Adviser acknowledges that it is both a "fiduciary" and an "investment manager" (as those terms are defined in ERISA) with respect to the Client and amounts allocated to it under this Agreement. The Adviser acknowledges that it is registered as an investment adviser under the Investment Advisers Act of 1940 and that it will promptly advise the Client if it, at any time, is not so registered. The Adviser represents and warrants to Client that it will comply with the provisions of ERISA, including (but not limited to) the prohibitions of ERISA section 406 (except to the extent statutory or other prohibited transaction exemptions are applicable) and the fiduciary responsibilities of ERISA section 404, provided however, that the Adviser will not take into consideration (for purposes of diversification or otherwise), and will not be responsible for, any assets of the plan (or any related plan(s)) other than those in the Account, which responsibilities the Client retains.

To the extent that bonding is required pursuant to ERISA section 412, the Adviser represents and warrants that it is bonded in accordance with the provisions of ERISA section 412. The Adviser agrees to perform its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in an enterprise of like character and with like aims. The Client hereby represents and warrants that (i) it is a "named fiduciary" (as such term is defined in ERISA) of the plan and that it will notify the Adviser if its status as such should change; and (ii) it appoints the Adviser as a "fiduciary" and "investment manager" (as those terms are defined in ERISA) with respect to the assets the Adviser will manage under this Agreement.

- b. Other Tax-Qualified Account. If the Account is established on behalf of a plan or an account subject to the prohibited transaction restrictions of section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") because such plan or account, as the case may be, is either (i) an IRA, (ii) a Keogh plan, or (iii) a tax-qualified retirement plan under Code section 401(a) and not covered by ERISA, the Adviser represents and warrants to the Client that, with respect to the assets the Adviser will manage under this Agreement, it will comply with the prohibitions of Code section 4975 (except to the extent statutory or other prohibited transaction exemptions are applicable). Additionally, the Client hereby represents and warrants that the person executing this Agreement on behalf of the account or plan, as the case may be, is either the account owner or appropriate fiduciary to enter into this Agreement on behalf of the account or plan and that it will notify the Adviser if its status or authority should change.
- c. Co-Fiduciaries: If multiple fiduciaries represent the Account (collectively referred to as "Co-Fiduciaries"), each Co-Fiduciary represents and warrants that each of the other Co-Fiduciaries has the full power and authority to act on behalf of the Account

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including, without limitation, the authority to give and receive instructions, notices, and communications of every kind, and to generally deal with the Adviser on behalf of the Account, all without the approval of or notice to the other Co-Fiduciaries. The Adviser is authorized to follow the instructions of any of the Co-Fiduciaries in every respect concerning the Account and to make deliveries to any of the Co-Fiduciaries or upon his/her instructions, of any or all securities and other property in the Account, and to make payments to any of the Co-Fiduciaries, or upon his/her order, of any or all monies in the Account at any time as he/she may order and direct, even if these deliveries and or payments are made to him/her personally, and not for the Account. When the Adviser makes any such deliveries of securities or payments of monies, it shall not be required to inquire into the purpose or propriety of these deliveries or payments, and it shall not be bound to see to the application or disposition of any securities and/or monies so delivered or paid to any of the Co-Fiduciaries or upon his/her order. This authority shall remain in force until all Co-Fiduciaries deliver written notice of the revocation addressed to the Adviser at its main office. If the Adviser receives inconsistent instructions from the Co-Fiduciaries or a court order, the Adviser may suspend or close the Account by giving written notice to the Co-Fiduciaries. Notwithstanding the foregoing, each of the Co-Fiduciaries agrees that the Adviser may, in its sole discretion: (i) require joint instructions from some or all of the Co-Fiduciaries before taking any action pursuant to this Agreement; and (ii) if the Adviser should receive instructions from anyone of the Co-Fiduciaries that are, in its opinion, in conflict with instructions received from any other Co-Fiduciary, the Adviser may comply with any instruction and/or advise the Co-Fiduciaries of the apparent conflict and/or take no action as to any instruction until it receives instructions from anyone or more of the Co-Fiduciaries that it deems satisfactory.

5. Transaction Procedure. All transactions will be consummated by payments to, or delivery by, Client, or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Adviser shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or the Custodian. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Adviser.

6. Reports to Adviser. Clients will instruct the Custodian to provide Adviser with such periodic statements concerning the status of the Account as Adviser may reasonably request.

7. Confidential Relationship. All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

8. Service to Other Clients. Adviser acts as adviser to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the timing or nature of action taken, with respect to the Account. It is understood that Adviser performs investment advisory services for itself, its officers, directors and shareholders as well as various other clients. Client agrees that Adviser may give advice with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is the Adviser's policy, to the extent practical, to allocate

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investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. It is understood that Adviser shall not have any obligation to recommend for purchase or sale for Account any security which Adviser, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of Adviser in its sole discretion, such recommendation appears unsuitable, impractical or undesirable for the Account.

9. Fees. The compensation to Adviser (Management Fee) for its services under this Agreement shall be calculated and paid in accordance with the attached Schedule of Fees which may be amended from time to time by Adviser upon thirty (30) days written notice to Client. A copy of the commencing fee schedule is attached hereto as Exhibit B.

Unless otherwise identified in the attached Schedule of Fees, all brokerage commissions and other costs associated with the purchase or sale of securities and other investment instruments, interest, taxes and other Account expenses shall be the responsibility of Client.

No portion of Adviser compensation shall be based on capital gains or capital appreciation of the assets except as provided for under the Investment Advisers Act of 1940 ("Advisers Act").

10. Valuation. In computing the market value of any investment of the Account, each security listed on any national securities exchange shall be valued at the last quoted price on the valuation date of the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by Adviser to reflect its fair market value.

11. Investment Objectives and Restrictions. It will be Client's responsibility to advise Adviser on the investment objective of the Account and of any changes or modifications therein as well as any specific investment restrictions.

12. Termination and Assignment. This Agreement may be terminated at any time by either party giving to the other written notice of such termination. Adviser will not accept any termination instructions, including account liquidation instructions, unless provided in writing by the Client. Fees paid in advance hereunder will be prorated to the date of termination specified in the notice of termination, and any unearned portion thereof will be refunded to Client. No assignment, as that term is defined in the Advisers Act, of the Agreement shall be made by Adviser without consent of Client.

13. Notices. Unless otherwise specified herein (see Exhibit C), all notices, instructions, and advice with respect to any matters contemplated by this Agreement shall be deemed duly given when received in writing by Adviser at the address of record or when deposited by first class mail addressed to (or delivered by hand to) Client at the address of record and to the Custodian at such address as it may specify to Adviser in writing, or at such other address or addresses as shall be specified, in each case in the notice similarly given. Adviser may rely upon any notice from any person reasonably believed by it to be genuine and authorized.

14. Representations by Client. Client represents and confirms that the employment of Adviser is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of

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law or otherwise, and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, and (b) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise. The Client acknowledges that the strategies the Adviser may employ may present certain risks to the Account, including the risk of loss to the principal value of the Account due to general market risks and variations in market interest rates and the Account's overall performance. The Client further acknowledges that the Adviser cannot guarantee the Account's performance or that the strategies the Adviser will employ will result in profits to the Account.

15. Representations by Adviser. The Adviser represents that it is registered as an investment adviser under the Advisers Act and is a fiduciary with respect to the Account.

16. Custody; Brokerage; Trade Confirmations; Account Statements; Performance Reports. Unless Client instructs Adviser otherwise, Adviser may place orders for the execution of transactions with or through such brokers, dealers, or banks, as Adviser may select, (including Charles Schwab, which is also registered as a broker/dealer with FINRA, SEC and various states). Charles Schwab will act as Client's Custodian. The custodian will take possession of all cash, securities and other assets in the Account in safekeeping and under its control until otherwise directed in writing by Client. The custodian shall provide Client with confirmations of trades executed on behalf of the Client as and when required by applicable law and with periodic account statements, which shall be provided at least quarterly, identifying the amount of funds and of each security in the account at the end of the applicable period and setting forth all transactions, including the payment of any fees, in the account during the applicable period.

By checking this box, Client chooses to suppress individual paper trade confirmations in favor of receiving a summary of all transactions not less than quarterly. In addition, customers may choose to have electronic access to all confirmations and statements. In lieu of separate trade confirmations, information from the confirmation will be reported at least quarterly via the brokerage statement. You can obtain upon request to Adviser and at no additional charge, information regarding any trade confirmation for your account, and a paper or electronic copy of any trade confirmation. Adviser will also have access to a confirmation of each trade.

All orders for the purchase and sale of securities and derivative instruments for the Account shall be placed in such markets, through such brokers, dealers or other parties, at such prices and at such commission rates, as the case may be, as in the good faith judgment of Adviser is prudent; provided that such execution is consistent with this Agreement, any applicable securities laws, and any applicable United States Department of Labor Prohibited Transaction Class Exemptions. In selecting a broker, dealer or other party for any transaction or series of transactions, Adviser may consider a number of factors, including, for example, net price, reputation, financial strength and stability, efficiency of execution, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions in the future, order of call and other matters ordinarily involved in the receipt of brokerage services generally. Client understands and agrees that Adviser may effect securities transactions which cause the Account to pay a commission in excess of the commission another broker would have charged, provided, however, that any such transaction is effected in compliance with Section

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28(e) of the Securities Exchange Act of 1934, as amended, and Adviser determines in good faith that such amount of commission is reasonable in relation to the value of brokerage services provided by such broker, viewed in terms of either the specific transaction or Adviser's overall responsibilities to the accounts for which Adviser exercises investment discretion.

Client agrees that Adviser may aggregate sales and purchase orders of securities held in the Account with similar orders being made simultaneously for other accounts managed by Adviser if, in Adviser's reasonable judgment, such aggregation shall result in an overall economic benefit to the Account. Client acknowledges that Adviser's determination of such economic benefit to the Account is based on an evaluation that the Account is benefited by relatively better purchase or sales prices, lower commission or other transaction expenses and beneficial timing of transactions, or a combination of these and other like or unlike factors. When aggregate sales and purchase orders occur, the objective of Adviser shall be to allocate the executions among the accounts managed by Adviser in a manner believed by Adviser to be fair and equitable for all accounts involved.

1. Disclosure Statement. Client acknowledges receipt of Adviser's Disclosure Statement, (Part 2A and 2B of the Form ADV for Adviser and the Adviser's Investment Adviser Representative, respectively) and Customer Relationship Summary (Form CRS). Client further acknowledges that the Form ADV Part 2A and Part 2B, and Form CRS has been delivered to the Client prior to entering into this agreement or at the time of entering this agreement.

2. Privacy Notice. Client hereby acknowledges receipt of a copy of Adviser's Privacy Notice prior to entering into this agreement or at the time of entering this agreement.

3. Proxy Voting and Class Actions. The Client shall vote proxies with respect to the account's assets, and Adviser shall not have authority to vote such proxies.

Adviser will not be expected or required to take any action other than the rendering of investment-related advice with respect to lawsuits involving securities presently or formerly held in the account, or the issuers thereof, including actions involving bankruptcy. In the case of class action suits involving issuers held in the Account, as required by law or on Client's behalf, Adviser may provide information about the Account to third parties for purposes of participating in any settlements.

4. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement of the parties with respect to management of the Account and can be amended only by a written document signed by the parties. It shall be governed by the laws of the State of Texas.

5. Attorney's Fees. In the event of a dispute or litigation as to any terms or conditions of this Agreement, or if a party brings an action or proceeding to enforce or declare any rights herein created, or to bring about or declare the termination, cancellation, or rescission of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party fees and costs, including attorney's fees, as a Court of competent jurisdiction may deem just and proper.

6. Arbitration. Any controversy arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, in Tarrant County, TX in accordance with the rules then in

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affect of the code of arbitration procedure of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final and judgment upon the award rendered may be entered in any state or federal court having jurisdiction. At least one member of the panel must have five (5) years experience in the securities industry.

Arbitration or any other hearing or legal proceeding between Adviser and Client shall take place in a mutually agreed upon location. It is further understood and agreed to that, pursuant to the above arbitration clause:

- (a) arbitration is final and binding on all parties;
- (b) the Parties are waiving their right to seek remedies in court, including the right to jury trial, except where such waiver would be void under federal securities law, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes;
- (c) pre-arbitration discovery is generally more limited than and different from court proceeding;
- (d) the arbitrator's 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;
- (e) the panel of arbitrators will include a minority of arbitrators who were or are affiliated with the securities industry.

Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

21. Liability. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.

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Agreed to this date _____.

Accepted by Client(s):

Address: _____

Print Name

Sign Name

Print Name

Sign Name

Accepted by Adviser:

Address: 566 N Kimball Ave., STE 120
Southlake, TX 76092

Print Name

Sign Name

Print Name

Sign Name

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EXHIBIT A

Complete the information below for each different registration type.

Account(s)						
	Account 1	Account 2	Account 3	Account 4	Account 5	Account 6
Account #						
Name on Account						
Account Type						
Date Account Established						
Owner of Account						
Risk Tolerance						
Investment Objective						
Investment Horizon						
Restrictions						
Source of Funds						
Liquidity Needs						

CLIENT CONFIDENTIAL

EXHIBIT B
SCHEDULE OF FEES

ASSET MANAGEMENT

The fee schedule (not including planning fees) for the Firm's management of Client's portfolio investments on a stand-alone basis follows. This fee is negotiable and may include planning fees and/or specific S4W named products. All accounts are aggregated within a household, with the exception of a Client's investment in the Fund, if any, as detailed under "Private Fund Investments" in Item 5, to determine the fee.

<u>Portion of Investment Portfolio</u>	<u>Annual Rate</u>
Up to \$4,000,000	1.0%
Next \$4,000,001 to \$6,000,000	0.75%
Next \$6,000,001 to \$10,000,000	0.60%
Next \$10,000,001 or more	0.50%

*Annual Minimum fee is \$1,500

Firm investment management fees are billed quarterly in advance at the rate of one-fourth of the annual fee shown above and are typically deducted from clients' accounts. Fees for a quarter are calculated based on the portfolio valuation as determined by the account custodian on a daily basis during the prior quarter. If a client opens an account during a quarter, fees will be calculated based on the original transfer amount and will be assessed on a pro-rata basis when the assets are transferred into a Firm managed account. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. Otherwise, Clients may terminate advisory services with thirty (30) days written notice. In the case of a variable annuity, the initial fee will be assessed when the annuity is funded.

Client hereby authorizes Adviser to instruct the custodian to debit all Management Fees directly from the account and to pay such Management Fees to Adviser. Quarterly Management Fee debits will be noted on Client's account statements. Management Fees will be payable, first, from free credit balances, if any, in the account, and second, from the liquidation or withdrawal by instruction of the Adviser to the custodian of Client's share of any money market funds, or balances in any money market account. This Agreement shall serve as authorization for such liquidation or withdrawal. In the event that such free credit balances or money market assets are insufficient to satisfy payment of these Management Fees, Client agrees that Adviser may instruct the custodian to liquidate Account assets to satisfy the deficit. Client expressly acknowledges that Adviser has the right to make these liquidations.

FINANCIAL PLANNING

Fees for financial planning may be included in the investment advisory fee as stated above or may be charged in addition to investment management fees. If charged in addition to the investment management fees, a mutually agreed-upon fixed fee is assessed. In this case, the fee is determined after defining the scope of work required, the level of personnel to complete the work and the expected time to complete the required work.

One-half of the plan fee is due upon execution of the Investment Advisory Agreement, with the

remainder due upon presentation of the completed plan material (maximum fee is \$10,000). Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to S4W.

PRIVATE FUND INVESTMENTS

S4W Multifamily Housing Fund (S4W MFHF)

S4W MFHF bears all costs of its organization and operation, expenses incurred in the purchase and sale of investments, and accounting and audit fees. For further details, please see the governing documents for the Fund.

S4W receives a 1.75% investment management fee annually for the Fund. The fee is calculated quarterly in advance and charged mid-quarter by deduction from each investor's capital account balance.

The value of the Client's investment in the Fund is not included in the Investment Portfolio total assets under management and is not charged the investment management fee outlined in the Client's client agreement.

Prestige Finance Company LLC (PFC)

The PFC fund bears all costs of its organization and operation, expenses incurred in the purchase and sale of investments, and accounting and audit fees. For further details, please see the governing documents of the Fund.

S4W does not receive an investment management fee from PFC. S4W is reimbursed direct expenses incurred on behalf of PFC.

The value of the Client's investment in the Fund is included in the Investment Portfolio total assets under management and is charged the investment management fee outlined in the Client's client agreement.

Private Investments

Occasionally, the Firm provides advice, due diligence and/or ongoing monitoring on private investments. Fees for these services are charged based on the initial capital investment, the K-1 valuation or the valuation provided by the General Partner, whichever is most recent. The value of the private investments are included in the billable AUM and fees are calculated per the agreed to schedule.

Exhibit C

Approval to Receive Documents Electronically

To document our records, please indicate below your approval to receive information and documents electronically. Such information would typically include account statements, Form ADV amendments and other documents that may be furnished in accordance with our policies, regulatory requirements or for informational purposes.

Account Name: _____

Yes, I agree to receive documents electronically

Current Email Address of Record _____

No, I require documents in hard copy format

Signature _____

Date _____