

INVESTMENT SUPERVISORY AGREEMENT

ROCKET CAPITAL MANAGEMENT, LLC

301 Broadway Avenue South
Wayzata, MN 55391-1702

phone: (952) 476-1062

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Rocket Capital Management, LLC (“Advisor”) is hereby authorized to provide investment supervisory services in connection with the assets in the following Account for the Client (defined below), including issuing instructions to any broker/dealer for the purchase, sale, conversion or exchange of assets, as provided in this Agreement.

CLIENT / ACCOUNT TITLE (EXACT LEGAL ACCOUNT NAME)

If account is in the name of a trust, corporation or other entity, please attach evidence of due authorization.

ACCOUNT TAX STATUS

Taxable Non-Taxable

ADDRESS FOR ALL COMMUNICATIONS

Client Name(s) _____
Address _____
City _____
State _____ Zip _____
Telephone (Home) _____ Telephone (Work) _____
E-Mail _____
Fiscal Year-End (If Applicable) _____

PORTFOLIO ASSETS

Cash placed under management \$ _____. Please attach a list of all non-cash assets placed under management, indicating acquisition date and total cost of each security lot, if available.

ADDITIONAL PROVISIONS

Client / Account Title _____

Date _____

1. DISCRETIONARY SUPERVISORY SERVICES

Advisor will direct, in Advisor's discretion and without first consulting Client, the investment and reinvestment of the assets in the Account in securities and cash or cash equivalents. The initial Account assets are described in this Agreement or in an attachment. Client's financial circumstances, investment objective, risk tolerance and any special instructions for Advisor are described on a Confidential Questionnaire. Client agrees to notify Advisor immediately in writing of any material change in the information provided by the Client in the Questionnaire or of any other significant change in Client's circumstances that might affect the manner in which the Account is managed. Client acknowledges that Advisor may rely on the Questionnaire, that Advisor is not a financial planner, and that Client must obtain financial advice from other persons. Advisor's authority under this Agreement is limited to managing the Account and will remain in effect until terminated by Advisor or Client in writing.

2. EXECUTION OF ACCOUNT TRANSACTIONS

Unless otherwise directed by Client in writing, Advisor will arrange for the execution of transactions for the Account through brokers or dealers that Advisor reasonably believes will provide best execution. In selecting a broker or dealer, Advisor may consider, among other things, the broker or dealer's execution capabilities, reputation and provision of markets for the securities being traded. Advisor generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account.

Consistent with obtaining best execution, transactions for Client's Account may be directed to brokers in return for research services furnished by them to Advisor. Such research generally will be used to service all of Advisor's clients, but commissions paid by Client may be used to pay for research that is not used in managing Client's Account. Advisor may, in its discretion, cause the Account to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where Advisor determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Transactions for each client account generally will be effected independently unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Advisor's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, generally transactions would be averaged as to price and transaction costs and would be allocated among Advisor's clients in proportion to the purchase and sale orders placed for each client account on any given day.

Instead of allowing Advisor to select brokers or dealers for the Account, Client may direct Advisor in writing to use a particular broker or dealer to execute transactions for Client's Account. In that case, Client will negotiate terms and arrangements for the Account with that broker or dealer, and Advisor will not seek better execution services or prices from other brokers or dealers or be able to "batch" Client transactions for execution through other brokers or dealers with orders for other accounts managed by Advisor. As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case.

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Advisor will request that each broker or dealer who executes a transaction on behalf of the Account furnish to Client a confirmation of the transaction.

3. CUSTODIAL ARRANGEMENTS

Custody of Account assets will be maintained with an independent custodian selected by Client ("Custodian"). Advisor will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Advisor to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent for the Account and, for purposes of reconciliation, to receive a copy of the monthly statements from the Custodian with respect to the Account. Client also authorizes Advisor to instruct Custodian on Client's behalf from time to time to provide Advisor copies of billing statements for the Account.

4. ADVISOR REPORTS

Advisor will provide Client quarterly written reports on the Account, including cash and all currency held investments categorized by maturity (fixed income investments) or industry (equity investments), market value as of the date of the report, unit costs and performance data for the period. A summary of transactions for the prior quarter will accompany this report. Client may request more frequent or detailed reports in accordance with their individual needs, including an annual realized gain or loss report.

5. ADVISOR FEES

Unless otherwise agreed in writing, Client will pay Advisor a fee for its investment supervisory services at an annual rate of 1% of the value of all assets in the Account as determined by Advisor ("Fee"). The Fee is payable quarterly in advance based on the market value as of the last trading day of the preceding calendar quarter. In any partial calendar quarter, the Fee will be paid in advance based on the initial value of assets for the quarter but pro rated based on the number of days that the Account is open during the quarter. Client understands that Account assets held as cash will be included in calculating the value of the Account for purposes of computing the Fee.

The Fee is subject to change upon written notice from Advisor. Separate from the Fee, Client is responsible for all expenses of the Account, including custodial fees, brokerage commissions, stock transfer fees and other similar charges incurred in connection with transactions for the Account.

If Client's assets under management are valued at \$5 million or more, Advisor may lower the Fee as indicated below:

- 1% annually on portfolio assets up to \$20 million;
- .75% annually on portfolio assets between \$20 million and \$50 million;
- .65% annually on portfolio assets between \$50 million and \$100 million; and
- .5% annually on portfolio assets over \$100 million.

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6. VALUATION

Advisor will value securities in the Account based on data received from reputable sources. Historical prices do not represent the actual prices or values on a subsequent sale or liquidation date. The value of a security may go up or down in response to the prospects for the company and/or general market or economic conditions. Price changes may be temporary or last for extended periods. Prior performance does not indicate future results.

7. CONFIDENTIALITY

We collect nonpublic personal information about you from the information we receive from you on questionnaires and forms and the information we necessarily have about your Account. We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as required or permitted by law. We restrict access to nonpublic information about you to those employees who need to know to provide investment supervisory services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

8. OTHER INVESTMENT ACCOUNTS

Client understands that Advisor serves as investment supervisor for other clients and will continue to do so. Client also understands that Advisor, its personnel and affiliates (“Affiliated Persons”), may give advice or take action in performing their duties to other clients, or for their own accounts, that differs from advice given to or action taken for Client. Advisor is not obligated to buy or sell for Client any security or other investment that Advisor or its Affiliated Persons may buy or sell for any other client or for their own accounts. This Agreement does not limit or restrict Advisor or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts, including those owned by clients.

Conflicts of interest may arise in the allocation of investment opportunities among accounts that Advisor advises. Advisor will seek to allocate investment opportunities believed appropriate for Client’s Account and other accounts advised by Advisor among such accounts equitably and in a manner consistent with the best interests of all accounts involved. There can be no assurance that a particular investment opportunity that comes to the attention of Advisor will be allocated in any particular manner.

Advisor or its Affiliated Persons may provide services for, or solicit business from, various companies, including issuers of securities that Advisor may purchase or sell for client accounts. In providing these services, Advisor or its Affiliated Persons may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor’s decision to buy, sell or hold a security. Under applicable law, Advisor and its Affiliated Persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including clients of Advisor. If Advisor or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Advisor will have no obligation to disclose the information to Client or use it for Client’s benefit.

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9. RISK ACKNOWLEDGMENT

Advisor does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Advisor may use or the success of Advisor's overall management of the Account. Client understands that investment decisions made for Client's Account by Advisor are subject to various company, market, economic, liquidity and business risks, and that those investment decisions will not always be profitable. Advisor may invest in small-cap stocks. While companies with a smaller market capitalization have the potential for significant capital appreciation, the equity securities of these companies also involve greater risks than those of larger, more established companies. Small-cap companies may lack the management experience or depth, financial resources, product diversification and competitive strength of large-cap companies. The market for small-cap securities is generally less liquid and subject to greater price volatility than the market for large-cap securities.

Advisor will manage only the securities and cash held in Client's Account. In making investment decisions for the Account, Advisor will not consider any other securities, cash or other property owned by Client. Advisor is not responsible for Client's tax, retirement, health, marital/divorce, estate or other financial management or planning, including IRA distributions.

Except as may otherwise be provided by law, Advisor will not be liable to Client for: (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from Advisor's adherence to Client's representatives or instructions; or (iii) any act or failure to act by the Custodian, any broker or dealer to which Advisor directs transactions for the Account or by any other third party. Advisor does not assume responsibility for the accuracy of information furnished by Client or any other person or entity. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing in this Agreement will waive or limit any rights that Client may have under those laws.

If Client asserts a claim against Advisor, and if Advisor prevails in such litigation or other proceeding brought against it, Client agrees to reimburse Advisor for the costs and attorneys' fees that Advisor incurs in defending against any such claim.

10. ADDITIONAL RISKS OF MANAGEMENT

In addition to risks typical of investing in emerging growth or small-cap companies, Advisor often acquires on behalf of itself, Affiliated Persons and clients aggregate positions exceeding 10% of the outstanding stock of an issuer. If Advisor were to decide, or be required for any reason, to sell one or more of these positions over a short period of time, the Account might suffer a greater loss owing to the potential illiquidity of such positions than would be the case if Advisor took no significant position in any particular issuer.

11. RETIREMENT OR EMPLOYEE BENEFIT PLAN ACCOUNTS

This Section only applies if the Account is for: (i) a pension or other employee benefit plan (including a 401 (k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) a tax-qualified retirement plan (including a Keogh plan) under section 401

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(a) of the Internal Revenue Code of 1986, as amended (“Code”), and not covered by ERISA; or (iii) an individual retirement account under Section 408 of the Code.

If the Account is for a plan subject to ERISA, Client appoints Advisor, and Advisor accepts its appointment, as an “investment manager” for purposes of ERISA and the Code, and Advisor acknowledges that it is a “fiduciary” within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section A of this Agreement).

Client represents that Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client’s authority to retain Advisor. Client will furnish promptly to Advisor any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will be binding on Advisor only when agreed to by Advisor in writing. Client understands that Advisor will have no responsibility for the diversification of all of the plan’s investments, and that Advisor will have no duty, responsibility or liability for Client assets that are not in the Account. Unless otherwise agreed in writing, Client directs Advisor not to vote proxies for securities held in the Account because the right to vote such proxies has been expressly reserved to another plan fiduciary.

12. SHAREHOLDER RIGHTS

Client acknowledges that Advisor will not act for Client in any legal proceedings, including bankruptcies or class actions, involving securities either held or previously held in the Account or issuers of such securities. Client is responsible for knowing the rights and terms of the securities in the Account and for taking action to realize the value of advantageous transactions. Unless otherwise agreed in writing, however, Advisor will vote proxy ballots for securities held in the Account. Client authorizes Advisor to instruct the Custodian to forward promptly to Advisor copies of all proxy materials and shareholder communications relating to securities held in the Account (other than materials relating to legal proceedings discussed above). Client agrees that Advisor will not be responsible or liable for failing to vote any proxy where Advisor has not received the proxy ballot or related shareholder communications in a timely manner. Information about how Advisor voted with respect to portfolio securities may be available either by contacting the Advisor directly. Advisor will vote all proxies in the best interest of the Client. Generally, Advisor supports management, but compensation and control proposals in particular are scrutinized and opposed if not in the best interests of shareholders.

13. TERMINATION

This Agreement will continue in effect until terminated by either party at any time by giving the other party a thirty (30) day prior written notice. Termination of this Agreement will not affect: (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client’s obligation to pay the Fee (pro rated through the date of termination). On the termination of this Agreement, Advisor will have no obligation to sell or take any action with regard to the securities, cash or cash equivalents in the Account.

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14. CLIENT AUTHORITY

If Client is an individual, Client represents that he or she is of legal age. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Advisor's investment supervisory services are authorized under the applicable plan, trust or law, and that the person signing this Agreement has the authority to enter into this Agreement. Client will inform Advisor of any event that might affect the authority or propriety of this Agreement.

15. DEATH OR DISABILITY

If Client is a natural person, the death, disability or incompetency of Client will terminate this Agreement upon written notice thereof to Advisor.

16. ADVISOR REPRESENTATION

Advisor represents that it is registered as an investment advisor under the Investment Advisors Act of 1940, as amended ("Advisors Act"), and applicable state securities laws and regulations.

17. BINDING AGREEMENT

This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisors Act or applicable state securities laws) by either party without the consent of the other party.

18. GOVERNING LAW

To the extent not inconsistent with federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any of its conflict or choice of law provisions, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisors Act, any rule or order of the Securities and Exchange Commission under the Advisors Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA. All international disputes arising in connection with this Agreement shall be finally settled under Rules of Conciliation and Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with the Rules. Advisor is not a broker/dealer or member of the National Association of Securities Dealers, Inc. (NASD) and is not subject to the jurisdiction of the NASD or other self-regulatory organization. Any arbitration or other proceedings relating to this Agreement shall be conducted in Minneapolis, Minnesota.

19. NOTICES

Any notice, advice or report to be given to Advisor under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Advisor at the address on the first page of this Agreement or at such other address as Advisor may designate in writing. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent

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by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth on the first page of this Agreement or at such other address as Client may designate in writing.

20. MISCELLANEOUS

If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Advisor's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Advisor of any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement. This Agreement incorporates by reference the Limited Power of Attorney and Confidential Client Questionnaire as completed and executed by Client, which will continue in full force and effect until Advisor receives written notice of cancellation or termination.

21. DISCLOSURE

Client has received and reviewed a current copy of Part II of Advisors' Form ADV or other regulatory equivalent. Client may request an updated copy of the Form ADV at anytime. The Client has the right to terminate this Agreement without penalty within five business days after entering into the Agreement.

Client and Advisor have executed this discretionary Investment Supervisory Agreement on this _____ day of _____, 20__.

Authorized Signer _____
Print name _____

Authorized Signer _____
Print name _____

Authorized Signer _____
Print name _____

Accepted: **ROCKET CAPITAL MANAGEMENT, LLC**

By _____

Title _____

Date _____