

R L CAPITAL, LLC
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INVESTMENT ADVISORY CONTRACT

This Agreement is made and entered into this _____ day of _____, 20 ____
by and between R L CAPITAL, LLC ("Advisor") and the UNDERSIGNED ("Client").

1. NATURE OF SERVICES. Client agrees to use the services of the Advisor in an investment management program using a combination of individual stocks, mutual funds, closed-end funds, exchange-traded funds, bonds, options, money market funds and/or other types of securities deemed appropriate by the Advisor.

2. CUSTODIAN OF ACCOUNTS. Client shall open an account or accounts with Charles Schwab & Co., Inc. and deposit money and securities into the account(s). Client acknowledges that Charles Schwab & Co., Inc. shall have sole physical custody of all assets in the account(s); the Advisor will have no custody of cash or securities in the account(s).

3. INVESTMENT DECISIONS. Advisor shall have full discretion as to all investment decisions. Advisor makes no guarantees, promises, or warranties as to the profitability of these investing decisions. Advisor, as a general proposition, uses a value-oriented approach. During some periods of time, this approach can outperform other investment approaches; during some periods of time, this approach can underperform other investment approaches. Accounts may increase in value, may decrease in value, and can be subject to wide fluctuations in value. It is understood that market volatility is inherent in securities investments and that some investment decisions may result in gains or profits, and some investment decisions may result in losses. The Advisor makes no assurances that net profits will result or that losses will not be incurred.

4. ACCOUNT OPERATION. Client has the right to withdraw securities or money from the account(s) at any time, subject only to Advisor's right to conclude any transactions initiated prior to or at the time of such withdrawal. Client may deposit securities or money into the account(s) at any time. Client agrees to notify Advisor promptly of any deposits to or withdrawals from the account(s). Client acknowledges and agrees that any and all costs, expenses, indebtedness, liabilities, losses, gains or income sustained as a result of transactions, and the operation of Client's designated account(s), shall be those of Client and the particular account.

5. LIMITED POWER OF ATTORNEY AUTHORIZATION TO BUY AND SELL. Advisor is hereby appointed as Client's agent and attorney-in-fact, with full power and authority to buy, sell, and trade in individual stocks, mutual funds, closed-end funds, exchange-traded funds, bonds, options, money market funds and/or other securities for Client account(s).

6. CONFIDENTIALITY. All information, recommendations and/or advice communicated by advisor to Client hereunder shall be regarded as confidential by Client and shall not be disclosed to any person or entity without the prior written consent of Advisor.

7. FEES. Advisor will charge fees for its investment program calculated on the basis of total assets under management. "Total assets under management" is defined as the "market value" of all securities and cash in the account, as shown on the monthly statements provided to Client by the custodian, Charles Schwab & Co., Inc. This value is determined independently of the Advisor. In all instances, there will be a quoted market for the securities and cash.

The fee schedule below is effective as of January 1, 2021 -

Total Assets under Management	Fees
\$0 - \$499,999	Fee = 0.80% per annum (maximum of \$938 per quarter)
\$500,000 - \$999,999	Fee = 0.75% per annum (maximum of \$1,750 per quarter)
\$1,000,000 and above	Fee = 0.70% per annum

The fees charged by the Advisor will be calculated and billed quarterly. Clients will be billed and reports will be issued on one of the following quarterly schedules – month-end January, April, July and October; or February, May, August and November; or March, June, September and December. Accounts will be aggregated for purpose of meeting the fee breakpoints for those Clients that have more than one account under management. All fees are due and payable in arrears – i.e. after the end of the quarter.

The fees charged in the case of some client accounts are negotiable. These client accounts include accounts that have a substantial dollar amount and/or a substantial percentage amount of cash and/or cash equivalents, such as the Schwab Value Advantage fund and/or Certificates of Deposit.

The fees resulting from changes in monies invested during any quarter shall be prorated, based upon when the change in monies invested occurred. The Advisor will send Client a quarterly statement showing the fee amount, the market value on which the fee is based, and how fee was calculated.

Client understands that the fees charged by the Advisor may be higher or lower than fees charged by other advisors for similar services. Client also understands that the investment of money involves any and all costs associated with buying and selling securities, which could include commissions, transaction fees, mutual fund fees and other costs.

8. MINIMUM VALUE OF ACCOUNTS. Advisor imposes a minimum dollar asset value to manage an account. The minimum beginning asset value for an account is \$150,000. All client accounts can be aggregated for purposes of reaching this minimum. Thus a client may have one account valued at \$25,000 and another account valued at \$200,000, and since the total of \$225,000 is higher than the \$150,000 minimum, these accounts can both be managed.

9. REPORTS TO CLIENT. Advisor shall furnish to the Client on a quarterly basis a report showing the current investments in the account, the open and closed transactions in the account, and any dividends and interest earned in the account. The Advisor may furnish additional information as may, from time to time, be determined by Advisor to be of interest to the Client.

10. TERMINATION. Either party may terminate this agreement immediately by giving thirty (30) days written notice to the non-terminating party. Such written notice shall be either sent certified mail, return receipt, or hand-delivered to the address of the party as set forth herein unless a substitute address has been provided to the other party in writing. Written notice by Client shall be deemed received by Advisor upon physical delivery to Advisor either by mail or by hand. Written notice by Advisor shall be deemed received by Client within ten (10) calendar days from the date it is mailed or delivered by to Client.

Upon termination of this Agreement, Advisor shall perform no functions whatsoever with respect to the management of Clients account(s) except those functions specifically authorized by Client in writing and, further, management of the said account(s) shall be the sole responsibility of the Client. In the event this Agreement is terminated in whole prior to the date all services have been rendered during a quarter, the client will be billed the pro-rata fees for the quarter as detailed above.

Client may terminate this Agreement within five (5) business days after initial execution of the agreement by all parties without penalty.

11. DEATH OR INCOMPETENCE OF CLIENT. In the event that Client should die or become incompetent, Advisor's authority to act pursuant to the terms hereof shall continue until such time as Advisor receives written notice of Client's death or incompetence from Client's guardian or other legal representative.

12. RECEIPT OF DISCLOSURE STATEMENT. By executing this Agreement, Client acknowledges receipt of a copy of Advisor's Disclosure Statement, Form ADV, Part II. Advisor shall annually, without charge, offer to deliver to Client upon written request, the most recent copy of its Disclosure Statement, Form ADV, Part II. This form is also available on the Securities and Exchange Commission website, which is <https://adviserinfo.sec.gov>.

13. ARBITRATION. Although there are other forums for the Client to seek resolution of disputes that may arise between the Advisor and the Client, including ways to seek restitution and damages, by signing this agreement, Client agrees to waive said rights to alternate forums and submits to mandatory arbitration if requested by the Advisor in response to a dispute.

14. MISCELLANEOUS.

- A. Advisor agrees that no assignment shall be made of this Agreement without consent of the Client.
- B. Advisor is hereby authorized to act pursuant to this Agreement through any officer or employee so designated for such purpose by the Client's Board of Directors, Executive Committee or President.
- C. This Agreement shall be governed by the laws of the State of Kansas.
- D. If any part of this agreement is found to be unenforceable or invalid for any reason, the balance of the agreement shall not be affected and shall remain in full force and effect.
- E. To the extent that any law or regulation of the United States or the State of Kansas requires that any provision included in this Agreement varies from the text actually included in this Agreement, such provision shall be deemed to be included in this Agreement in such varied or modified form as required.

F. Advisor shall not be liable to the Client for anything done or omitted by it under this agreement so long as it shall have acted in good faith, or if negligence, willful or reckless misconduct or violation of applicable law is not involved.

However, any limitation on liability is valid only to the extent it does not violate federal and state securities and other laws. Federal and state securities and other laws may impose liabilities under certain circumstances on persons who nonetheless act in good faith, and this agreement shall therefore not constitute a waiver or limitation of any right Client shall have under such laws.

TYPE OF ACCOUNT (check all those that apply)

Individual _____
Trust _____
IRA/Roth IRA _____
JTWROS _____
UGMA _____
Pension/Retirement _____
Other _____

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound hereby. The foregoing shall constitute the entire agreement between the parties.

CLIENT

Client Name(s) _____

Address _____

City, State, Zip _____

Telephone Number(s) _____

SS#/Tax ID _____

Date(s) of Birth _____

Client Signature

Date

Client Signature (if Joint)

Date

ADVISOR

R L CAPITAL, LLC

Date