

**Opening an Account with SweetSpot Investments LLC
New-Client Instructions**

Form ADV

Read in its entirety (<http://sweetspotinvestments.com/wp-content/uploads/SSI-LLC-FormADVPartII-docudesk-Feb10.pdf>).

SweetSpot Investments LLC Investment Advisory Contract

Read in its entirety and complete all highlighted items.
Sign and date where indicated.

Solicitor's written disclosure document

Single account holder or both holders of a joint account: Sign and date where indicated if you were referred to SweetSpot Investments LLC by Money Manager Review, or by a broker working with Money Manager Review.

Return the completed SweetSpot Investments LLC Investment Advisory Contract and (if applicable) the Solicitor's written disclosure document to:

**Neil Stoloff
SweetSpot Investments LLC
6484 Maple Hills Drive
Bloomfield, MI 48301-1322**

Executed documents can also be faxed to 248-254-6652 or scanned and sent as an email attachment to info@sweetspotinvestments.com.

For assistance please call 248-254-6648 or email info@sweetspotinvestments.com

**SweetSpot Investments LLC
INVESTMENT ADVISORY CONTRACT**

Name of Client

Address 1

Address 2

INVESTMENT ADVISORY AGREEMENT

The undersigned (“Client”), being duly authorized, has established an Account/Relationship (“the Account”), and hereby agrees to engage SweetSpot Investments LLC (“Adviser”) under the following terms and conditions.

I. Appointment of SweetSpot Investments LLC.

Client hereby appoints Adviser as investment adviser for the Account. Adviser shall supervise and direct the investments of the Account, subject to the objectives, limitations and restrictions listed in Client’s Written Investment Policy, which is attached as Exhibit I. The person(s) authorized to act on behalf of Client with respect to the Account are identified in Exhibit IV. Client agrees to promptly notify Adviser in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to notify Adviser in writing prior to any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Client Accounts.

As provided in the attached Exhibit III, Client agrees to maintain a brokerage account with a custodian (“the Custodian”) for the execution of securities transactions and provision of custodial services. Client agrees to provide Adviser with any necessary authorization(s) to supervise and direct the investments of the Account in accordance with this Contract.

III. Services by Adviser.

By execution of this Agreement, Adviser hereby accepts the appointment as investment adviser for the Account and agrees, beginning on the effective date and as referred to in the Schedule of Fees attached as Exhibit II,

- (a) to supervise and direct the investments of the Account in accordance with the investment objectives of Client as identified on the attached Exhibit I and as communicated to Adviser from time to time;
- (b) to appraise and review the investments of the Account at least quarterly during the period of this Agreement; and
- (c) to render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian. Adviser, in the maintenance of records for its own purposes, or in making such records available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

IV. Procedure.

All transactions authorized by this Agreement shall be funded by Client's deposit of funds directly with the Custodian. Instructions of Adviser to Client or the Custodian regarding investments may be made in writing or orally, and shall be confirmed in writing as soon as practicable thereafter. Client hereby authorizes Adviser to receive from the Custodian a copy of any Custody Agreement in effect regarding the Account.

V. Services to Other Clients.

Client agrees that Adviser may give advice and take action in the performance of its duties with respect to any of its other clients that may differ from the advice given or action taken with respect to the Account, so long as it is Adviser's policy, to the extent practicable, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon Adviser any obligation to acquire for the Account a position in any security that Adviser may acquire for its own accounts or for the account of any other client, if in the sole and absolute discretion of Adviser acquiring a position in such security for the Account is not warranted. Adviser shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the Custodian.

VI. Inside Information.

Adviser shall have no obligation to seek any material nonpublic information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Proxies.

Adviser will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time except as may be directed by Client and except as otherwise may be required by law.

VIII. Fees.

Adviser's compensation for its services shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees.

INVESTMENT SUPERVISORY SERVICES

Fees for these services will be based on a percentage of assets under management:

TOTAL ASSETS UNDER MANAGEMENT	ANNUAL FEE
\$100,000+	1.50%

The final fee schedule is attached as Exhibit II. Fees are paid quarterly in arrears. Client may terminate this Agreement without penalty within five (5) business days after signing. After five business days, Client may terminate this Agreement at any time with five (5) days written notice and shall be liable for a prorated portion of fees payable for the quarter in which the termination occurs. Because fees are paid in arrears, no refund policy is necessary. Adviser's compensation will not include a share of the capital appreciation of the Account. Adviser may bill Client directly for fees owed or will withdraw advisory fees directly from the Account with written authorization, in accordance with the requirements of Section XXIII of this Agreement.

IX. Valuation.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. Such securities that are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to Adviser by such sources as it deems appropriate. Any other security shall be valued in such manner as Adviser determines in good faith to reflect its fair market value.

X. Representations by Client.

By executing this Agreement and delivering it to Adviser, Client represents that this Agreement does not violate any obligation that binds Client, whether arising by contract, operation of law, or otherwise; that if Client is an entity other than a natural person: (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with the terms of such authority; (b) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified corporate resolution or otherwise; and (c) if Client is subject to the requirements of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), Client has notified Adviser of such fact in writing, and Client representative(s) who have executed this Agreement are "named fiduciaries" of Client. Client will indemnify Adviser from any liability or expense resulting from a breach of Client's representations or from actions of plan fiduciaries (other than Adviser) of any ERISA plan. Adviser is responsible only for the Account and not for the diversification or prudent investment of any outside assets of Client.

XI. Representations by Adviser.

By execution of this Agreement, Adviser represents and confirms that it is registered as an investment adviser pursuant to Federal law.

XII. Termination.

Client may terminate this Agreement within five (5) days of signing, without penalty. After five days, this Agreement shall continue in effect until terminated by either party by giving to the other 5 days written notice; provided that Client may at any time, upon delivery of written notice to Adviser, terminate the discretionary authority of Adviser.

XIII. Bond.

If a bond is required in connection with the Account, Client agrees to obtain the bond and maintain it for the period of this Agreement in the amount specified by ERISA or other applicable law and agrees to include Adviser among those covered by such bond.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to Adviser at 6484 Maple Hills Drive, Bloomfield, MI 48301, to the attention of its Owner/Member, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Michigan except to the extent preempted by ERISA.

XVI. Authority.

When necessary, Adviser shall authorize the payment of transaction costs from Client's account. No commissions will be paid to Adviser or any Adviser affiliate.

Except as otherwise set forth in this Agreement, Client authorizes Adviser to investigate, purchase, and sell on behalf of Client, various securities and investments. Adviser is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

Nothing in this Agreement grants Adviser or any “person associated with” Adviser (as defined in Section 202(a)(17) of the Investment Advisors Act of 1940, as amended (the “Act”)) the authority to take custody or possession of any of Client’s assets. For purposes of this Agreement, “Account” shall be defined as follows: all accounts at any agreed Custodian for which Client has given Adviser a limited power of attorney.

XVII. Receipt of Form ADV Part II.

Client acknowledges receipt of Form ADV Part II. If Part II of Form ADV was not delivered to Client at least 48 hours prior to Client’s entering into any written or oral advisory contract with Adviser, Client has the right to terminate the contract without penalty at any time. For purposes of this provision and notwithstanding any other provision of this Agreement, a contract is considered entered into when all parties have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance.

XVIII. Assignment.

Adviser may not assign this Agreement without the written consent of Client.

XIX. Confidential Relationship.

All information and advice furnished by either party to the other under this Agreement shall be treated as confidential and shall not be disclosed to third parties except as required by law or to implement a requested trade. If either party breaches this provision, the innocent party may, at its discretion, terminate this Agreement and seek to recover any damages resulting from such breach.

Client shall treat as confidential all non-public information that Adviser provides to Client under this Agreement (“Confidential Information”). Client may communicate Confidential Information to Custodian and to any governmental entity or its representative(s), as required to comply with applicable law or securities regulations, court or administrative orders, or to implement requested trades.

Client acknowledges that (i) the specific investments that make up the SweetSpot Investment Portfolio; (ii) Adviser’s compilation and analysis of public data, and the templates, matrices, questionnaires, and other materials prepared by Adviser to enable the development and use of the SweetSpot Investment Strategy; and (iii) Adviser’s particular procedures and methods used to determine the specific investments that make up the SweetSpot Investment Portfolio are valuable assets of Adviser and are proprietary to Adviser. To the extent those items are not generally available to the public and are provided only to persons or entities under contract with Adviser, Client acknowledges that those items are Confidential Information.

Client further acknowledges that published materials provided by or on behalf of Adviser may be protected either by a statutory or common law copyright that limits the permissible use of the material ("Copyright Material"). For purposes of this Section, "published" means made available in any form, including electronic, printed, or other media. Client shall ensure that its members and representatives maintain the confidentiality of Confidential Information and Copyright Material in accordance with the requirements of this Section.

XX. Title to Assets.

Except to the extent Client has notified, or in the future notifies, Adviser in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXI. Minimum.

Adviser's minimum required funding for a new account is \$100,000.

XXII. Market Conditions.

Client acknowledges that Adviser's past performance and advice regarding the Account cannot serve as a guarantee of future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT'S INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** Adviser does not guarantee or warranty that its investment management services will result in profit.

XXIII. Michigan Release 93-3-BD.

Adviser may withdraw fees directly from the Account. In so doing, Adviser will comply with all six requirements of Michigan Release 93-3-BD. Those requirements are:

1. This authorization or agreement is limited to withdrawing contractually agreed-upon investment-adviser fees.
2. Adviser will notify Client, in writing by at least first class mail not less than seven (7) days prior to the proposed date of withdrawal, of the exact amount of the proposed withdrawal and how the fee was calculated. The notice shall advise Client of the opportunity to object to the invoiced amount and the manner in which the objection shall be made.
3. The frequency of fee withdrawal will be specified in the written authorization or agreement.

The frequency is quarterly.

4. The Custodian will be advised in writing of the limitation on Adviser's access to the Account. This requirement will be satisfied by furnishing to Custodian a copy of the authorization or agreement.

5. The Custodian will provide Client, not less than quarterly, a statement indicating all amounts disbursed from the account including, separately, the amount of advisory fees paid. This information may be contained in the Custodian's regular periodic report to Client.

6. Client may terminate the written billing authorization or agreement required by this release at any time.

In lieu of withdrawing fees directly from the Account, Adviser may bill Client directly for fees owed. In so doing, Adviser will send the bill to Client by electronic mail or at least first-class mail not less than ten (10) days prior to the proposed due date for payment. The bill will include notice of the exact amount of the fee and how it was calculated, and will advise Client of the opportunity to question the invoiced amount and will further advise Client of the manner in which any objection shall be made. In the absence of any objection, Client will submit payment by the due date, either by mail or via the internet using the Custodian's online bill-payment service.

XXIV. Exhibits.

The following Exhibits are attached to, and are part of, this Agreement:

- Exhibit I Client's Written Investment Policy
- Exhibit II Schedule of Fees
- Exhibit III Identification of Custodian
- Exhibit IV Identification of Adviser-Authorized Persons

Exhibit I

Written Investment Policy Statement

As of:

12/8/2009

The following report is intended to provide guidance regarding the allocation of capital in your investment account(s). Recommendations are structured to be consistent with the policies and goals you outlined in our discussions and as represented in the enclosed Statement of Objectives. Portfolio recommendations are based on an evaluation of your: (i) risk preference; (ii) rate-of-return objectives; (iii) current mix of asset classes; and (iv) liquidity requirements. This method of establishing risk/reward parameters, evaluating asset classes, defining allocation constraints, setting guidelines for performance evaluation, and formalizing policies and objectives is essential to maintaining your long-term investment strategy and portfolio growth.

Generally, among asset classes, stocks present more short-term risk and volatility than bonds or short-term cash instruments, but have provided greater returns over the long term. Even long-term trends, however, may not continue into the future. Alternative investments whose price movements tend not to correlate with stocks should be considered as part of any diversified portfolio. These include real estate, precious metals and other commodities, managed futures, and market-hedging vehicles, among others. While bonds generally present less short-term risk and volatility than other investments, they entail interest-rate risk (as rates rise, bond prices usually fall and vice versa) and the risk of default, or the inability of an issuer to make income or principal payments. Bonds and short-term instruments also entail greater inflation risk (that returns on investments will not keep up with increases in the prices of goods and services) than other investments. Finally, foreign investments, especially those in emerging markets, may both entail greater risk and offer greater potential returns than U.S. investments.

INFORMATION AND ASSUMPTIONS: This report is based on assumptions and information you have provided, which are assumed to be accurate and complete.

Current Age:	_____	Account Value	\$ _____
Management Fee:	_____ %	Total Net Worth	_____ \$100,000-\$500,000
			_____ \$500,000-\$1M
			_____ \$1M-\$3M
			_____ \$3M or greater
Income Tax Rate:	_____	Years to retirement	_____

Capital Gains Tax Rate: 15.00%
Inflation Rate: 3.00%

Time Horizon 3-5 yrs or more
Target Rate of Return FSMKX +5% net/yr

INVESTMENT OBJECTIVE:

The investment objective for Client's portfolio has been developed in conjunction with a review of Client's financial resources and goals, and an evaluation of Client's risk preference, rate-of-return objectives, asset mix, and liquidity needs.

Objective (check one):

Conservative. Client seeks to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation. A typical investment mix is 50% bonds, 30% cash or cash equivalents, and 20% domestic stocks.

Balanced. Client seeks the potential for capital appreciation and some growth and can withstand moderate fluctuations in market value. A typical investment mix is 45% domestic stocks, 40% bonds, 10% cash or cash equivalents, and 5% international stocks.

Growth. Client has a preference for growth and can withstand significant fluctuations in market value. A typical investment mix is 60% domestic stocks, 25% bonds, 10% international stocks, and 5% cash or cash equivalents.

Aggressive Growth. Client seeks aggressive growth and can tolerate wide fluctuations in market values, especially over the short term. A typical investment mix is 70% domestic stocks, 15% international stocks, and 15% bonds.

Most Aggressive. Client seeks very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term. A typical investment mix is 80% domestic stocks and 20% international stocks.

Assets in the Account that Client allocates to domestic and international stocks will be invested in the SweetSpot Investment Portfolio ("the Portfolio"), managed by Adviser. The Portfolio will normally hold 12-18 non-diversified domestic and international stock mutual funds and exchange-traded funds. The Portfolio may hold bonds and cash or cash equivalents. The Portfolio may also enter short positions according to a "long/short strategy that is designed to isolate the difference between the performance of the Portfolio and the broad stock market while reducing market risk during extended market declines.

Typically the Portfolio will hold roughly equal portions of domestic and international stocks. This would place the Portfolio in the Most Aggressive category of investor objectives but for its long-term track record (in both real-time performance and back-tested results) of outperforming the stock market while posing below-market risks, according to commonly used risk measures. A continuation of this risk/reward profile

into the future is not assured, however. At any given time, the Portfolio's holdings may entail risk levels characterized by the Balanced, Growth, Aggressive Growth, or Most Aggressive investment objectives. For planning purposes, it is assumed that the Portfolio is in the Most Aggressive category of investment objectives. It is also assumed that Client has assets whose allocation can and will be adjusted as necessary to achieve an asset mix consistent with Client's investment objective.

Client represents that the Account value represents ___% of Client's total net worth. Assuming that the Account is invested in 50% domestic and 50% international stocks, Client's overall mix of investments would be:

- ___% domestic stocks
- ___% international stocks
- ___% bonds
- ___% cash or cash equivalents
- ___% real estate (other than Client's principal residence)
- ___% other (specify: _____)
- 100% Total**

This mix of investments ___ is ___ is not consistent with Client's stated investment objective.

MONITORING & REVIEW

Adviser will monitor the Account's performance versus market performance on a continuing basis. The Custodian will report investment performance to Client monthly and will provide ongoing Account access via the internet. Adviser will review the investment program at least annually to ensure that it continues to achieve Client's stated investment objectives and is within Client's tolerance for risk. Because this investment program is long-term in nature, Adviser will continually review changes in Client's financial circumstances and investment profile to maintain equilibrium with Client's investment objectives.

ACCEPTANCE AND ADOPTION

I (we) have reviewed and hereby adopt this Investment Policy Statement, prepared with the assistance of Neil Stoloff.

Client's Signature/Date _____

Client's Signature/Date _____

Adviser's Signature/Date _____

This report is based on information you have provided, which is assumed to be accurate and complete. The analysis was prepared strictly for the purpose of recommending a portfolio that Adviser believes will meet or exceed your stated investment objectives. All assumptions and projections are estimates and are meant to be used solely for illustrative purposes and as a guideline. They are based on historical performance data that was obtained from outside sources that are believed to be reliable, but there can be no guarantees of its accuracy. Likewise, no guarantees can be given about future performance or volatility.

The Account may be invested in both passively and actively managed investments. The actual weightings of these investments can and will vary. As a result, future returns and volatility characteristics may be materially higher or lower than past performance might indicate. This report does not offer legal or tax advice and should be reviewed by your legal and tax adviser before any action is taken. Investment and benchmark results assume the reinvestment of all dividends and other distributions, if any.

PROSPECTUS DISCLOSURE

For more complete information about any investment mentioned in this report, including historical returns and fund fees and charges, a prospectus should be obtained from the Custodian or fund sponsors. A prospectus should be read carefully before investing.

Exhibit II

Fee Schedule

The following are the fees charged by SweetSpot Investments LLC (Adviser) for services rendered:

INVESTMENT SUPERVISORY SERVICES

Fees for these services will be based on a percentage of assets under management:

TOTAL ASSETS UNDER MANAGEMENT	ANNUAL FEE
\$100,000+	1.50%

Fees are paid quarterly in arrears. Client may terminate this Agreement without penalty within five (5) business days after signing. After five business days, Client may terminate this Agreement at any time with five (5) days written notice and shall be liable for a prorated portion of fees payable for the quarter in which the termination occurs. Because fees are charged in arrears, no refund policy is necessary. Adviser's compensation will not include a share of the capital appreciation of the Account. Adviser may bill Client directly for fees owed or may withdraw advisory fees directly from the Account with written authorization, in accordance with the requirements of Section XXIII of the Agreement.

Exhibit III

Identification of Custodian

The Custodian for the Account is _____

Mailing Address: _____

Telephone: _____

A copy of the Custody Agreement is not attached as part of this Exhibit III.

Exhibit IV

Identification of Adviser-Authorized Persons

The following person(s) associated with Adviser are authorized to act on behalf of Client with respect to the Account. Adviser will provide Client with prior written notice of any change in the person(s) so authorized.

Neil Stoloff, Owner/Member

Name and Position

Signature/Date

**[Must be completed if prospective client(s) was referred to SweetSpot Investments
LLC
by Money Manager Review:]**

**Solicitor's Written Disclosure Document
For SweetSpot Investments LLC;
pursuant to Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended.**

Name of Solicitor: Peter Crawford Walker, dba Money Manager Review
Address of Solicitor: 12620 DuPont Road, Sebastopol, CA 95472
Solicitor's Representative: Peter Crawford Walker

The Securities and Exchange Commission ("SEC") requires that anyone who is compensated for referring a person to a registered investment adviser must provide that person with written documentation disclosing the relationship between the referring party and the investment adviser. Pursuant to that requirement, the following information is furnished to you by the Solicitor.

Investment Adviser: SweetSpot Investments LLC (SSI), with its principal place of business at 6484 Maple Hills Drive, Bloomfield, Michigan 48301-1322, is registered as an investment adviser with the State of Michigan, Department of Energy, Labor & Economic Growth, under the Investment Advisers Act of 1940, as amended.

Relationship between the Solicitor and SSI: The Solicitor has a written agreement with SSI to refer clients for SSI's investment management services. In referring new business on behalf of SSI, the Solicitor is an independent contractor and is not an affiliate, agent, representative, partner, or employee of SSI.

Referral Fee: For the referral of your account(s) to SSI by the Solicitor, SSI compensates the Solicitor directly by payment of the following for as long as the account(s) remains under management, subject to the terms of the agreement between SSI and the Solicitor:

- An amount, calculated and payable quarterly in arrears, equal to one half (1/2) of the management fee paid to SweetSpot by the undersigned.

The payment of this referral fee will not affect the amount of the advisory fee or otherwise result in any additional costs being charged to the undersigned. The advisory fees charged to the undersigned would be the same whether or not a referral fee was paid.

The advisory fees earned by SSI are calculated in accordance with SSI's Form ADV Part II, which is also required to be delivered to the undersigned concurrently with the delivery of this Solicitor's Written Disclosure Document.

Receipt of this Solicitor's Written Disclosure Document and SSI's Form ADV Part II is acknowledged by:

Print Prospective Client Name

Prospective Client Signature

Date

Print Prospective Client Name

Prospective Client Signature

Date