Investment Advisory Agreement

This Investment Advisory Agreement (the "Agreement") is entered into as of the date set forth below by and between Valcorra Capital, LLC ("Advisor") and ______________________ ("Client"). Client and Advisor hereby agree:

1. Investment Supervisory Services

Advisor will assist Client in determining Client's investment objectives and policies. These objectives may be set forth in a written Investment Policy Statement that describes an asset allocation model that conforms to Client's risk tolerance level. Advisor's asset allocation process is based on the principles of Modern Portfolio Theory and Client's long-term investment time horizon. Advisor will direct, at its discretion, the investment and reinvestment of Client's funds and securities.

Advisor will not maintain possession of Client's funds or securities. Advisor will assist Client with establishing a custodial account or accounts ("Account") with Charles Schwab & Co., an independent broker-dealer ("Directed Broker"). Client directs Advisor to make all trades with Directed Broker.

Client recognizes that the value and usefulness of the investment supervisory services provided by Advisor will depend upon information provided by Client and Client's active participation in determining investment objectives. Client agrees to promptly inform Advisor in writing of any changes in Client's financial situation, investment objective, investment restrictions, or any other factors that may be important to Advisor in the management of Client's Account.

2. Confidentiality

Client agrees to permit Advisor to consult with and to obtain information from Client's attorney, accountant, or other advisors to the extent necessary. Advisor will hold in strict confidence all information regarding Client's financial situation, as required by applicable laws. Client agrees that all information, recommendations and advice provided by Advisor shall be regarded as confidential and shall not be disclosed to any other person or entity.

3. Authority

Client appoints Advisor as Client's true and lawful agent with authority to act on Client's behalf for the limited purpose of purchasing, selling, and trading securities for Client's Account and all actions necessary or incident to such activities. Client acknowledges and agrees that Advisor shall, and is hereby deemed to, control all aspects of the services provided hereunder.

5. Standard of Care

Advisor will use its best judgment and its good faith efforts in rendering services to Client. Advisor does not warrant or guarantee any particular level of Account performance or that the Account will be profitable over time. Client acknowledges that Client is assuming the market risk involved in the investment of Account assets in accordance with this Agreement. The sole standard of care imposed on Advisor, its members, principals, officers, employees, and agents by this Agreement is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use. Advisor will have no responsibility for the acts of its agents (other than employees). Nothing contained in this Agreement shall constitute a waiver of any rights that a client may have under federal or state securities laws.

6. Compensation

Client agrees to pay the fees set forth in **Exhibit A**. Advisor's fees includes all fees charged by Valcorra but do not include brokerage commissions or custodial fees incurred by Client. Mutual funds in which Client's assets may be invested charge their own management fees and other expenses as set forth in each fund's prospectus. Client hereby authorizes Advisor to deduct advisory fees directly from Client's custodial Account.

7. ERISA Accounts

If Client has a retirement plan (the "Plan") subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Advisor agrees and acknowledges that, as investment manager to the Plan, Advisor is a fiduciary under ERISA with respect to the Plan. Client represents that the Plan's sponsor has appointed Advisor and any Independent Manager engaged on Client's behalf to a) manage the Plan's assets solely according to the directions of the Plan Sponsor and other named fiduciaries of the Plan, and b) transmit trading instructions on the Plan's behalf. Client understands and acknowledges that Advisor is not the "administrator" of the Plan as defined by ERISA. Client represents that the Plan's sponsor and trustees have read this Agreement and have determined that Advisor's fees are reasonable in light of the services contemplated by this Agreement. Client agrees to provide Advisor with accurate and timely information on all Plan matters essential to the performance of Advisor's duties under this Agreement. Client acknowledges that Advisor shall not incur any liability in connection with any action that it takes (or does not take) at the written direction of the Plan's authorized representatives or their agents or in reliance upon any written information supplied by any of such persons, in each case excepting any damage or loss arising solely from Advisor's breach of its fiduciary duty under this Agreement, negligence, willful misconduct, or bad faith. 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.

8. Disclosure

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if Client is entering into a wrap fee program sponsored by Advisor. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with Advisor, then Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

After the first five (5) business days of the date hereof ("Grace Period"), this Agreement will remain continuously in force until it is terminated; it may be terminated by either party upon written notice to the other party. If Client terminates this Agreement after Grace Period, the fee will be applied on a prorated basis and prepaid fees will be refunded based upon the number of days remaining in the quarter after termination. Termination of services will not affect the liabilities or obligations of the parties arising prior to termination.

Client also acknowledges having received a copy of Advisor's Privacy Policy as required under the Graham-Leach-Bliley Act, Regulation S-P.

9. Client Representations

Client represents that they have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which they are bound, whether arising out of contract, operation of law, or otherwise. If Client is an entity (e.g., corporation, partnership, limited liability company or trust), they represent that this Agreement has been duly authorized by the appropriate corporate or other action and, when so executed and delivered, shall be binding in accordance with its terms. Client agrees to promptly deliver such corporate resolution or other action authorizing this Agreement at Advisor's request. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement. If securities in Client's Account are held at the instruction of Client and are not acquired or maintained for the Account pursuant to Advisor's recommendation ("non-recommended securities"), Client represents and acknowledges that Advisor has not reviewed, investigated, or examined non-recommended securities, and Advisor hereby disclaims any responsibility for Client's investment decisions with respect to such securities.

10. Proxy Voting

Advisor does not exercise proxy voting authority over securities held in Client's Account. Client retains proxy voting authority over securities held in Client's Account.

11. Termination

Client may cancel this Agreement without penalty by providing written notice of such cancellation to Advisor within Grace Period. Thereafter, either party may terminate this Agreement without penalty upon thirty (30) days' notice in writing to the other party. Termination of this Agreement will not affect a) the validity of any action previously taken by Advisor under this Agreement, b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement, or c) Client's obligation to pay advisor fees (prorated through the date of termination). On the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. Early termination or withdrawal may cause assets invested in mutual funds to become liquidated unless the assets are transferred to another investment advisor. Early withdrawal of liquidated assets which have not been transferred to another advisor may have tax implications.

12. No Assignment

Neither party may assign this Agreement without the other party's consent.

13. Third Party Beneficiary

Any Independent Managers engaged by Advisor are intended third party beneficiaries to this Agreement and shall be entitled to rely on the representations and authorizations of Client contained herein.

14. Dispute Resolution

In the event of any dispute concerning or arising out of this Agreement, such dispute shall be submitted by the parties to arbitration in the City of Houston, Texas provided, however, that any arbitration proceeding in which an Independent Manager is a named party may only be brought in the city where such Independent Manager has its principal place of business, subject to the laws of that state. Arbitration proceedings may be commenced by either party after giving the other party notice thereof and proceeding thereafter in accordance with the rules of the American Arbitration Association. Any such arbitration shall be governed by and subject to the applicable substantive laws of the state in which the arbitration proceeding is held and the then-prevailing commercial arbitration rules of the American Arbitration Association; provided, however, that the arbitrators shall be required to render a reasoned award stating with particularity the grounds for their decision and further provided that the arbitrators shall have no authority to award punitive, exemplary, or other extraordinary damages. The parties hereby waive all rights to obtain punitive damages in connection with any dispute arising under this Agreement. The arbitrator's award in any such arbitration shall be final and binding, and judgment upon such award may be enforced by any court of competent jurisdiction, subject only to vacation or modification as permitted by law.

15. Amendment

Advisor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Advisor has notified the Client in writing of any change or such later date as is established by Advisor.

16. Entire Agreement, Severability and Other Terms

This Agreement embodies all understandings and agreements between the parties hereto and may only be amended by a written document executed by both parties hereto. If any provision hereof shall be held or made unenforceable by a statute, rule, regulation, decision of a tribunal, or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of the Agreement and, to that extent, the provisions of this Agreement shall be deemed to be severable. Section headings are provided for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be construed under the laws of the State of Texas without reference to its choice of law rules.

THIS CONTRACT CONTAINS A BINDING ARBITRATION
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, we the undersigned have executed this Agreement on this ___ day of ______________, 20____.

The Client acknowledges that this Agreement includes a pre-dispute arbitration clause located in Section 14. The Client further acknowledges receiving a copy of this Agreement, the Firm's ADV Part 2, Form CRS and Privacy Policy.

THE FIRM

By ____

Barrett A. Ward, CFP®, PE
Printed Name of Investment Advisor Representative

Title: President, CEO
Valcorra Capital, LLC

THE CLIENT(S)

By ____

____
Printed Name of Client or Authorized Advisor

By ____

____
Printed Name of Client or Authorized Advisor

Exhibit A: Fee Schedule

The following are the fees charged by Advisor for services provided:

1% annually

General:

Fees are computed and billed quarterly, in advance, and are based on the market value of Client's Account on the last day of the month in the prior quarter. Fees will be prorated, on a monthly basis, with respect to new Accounts opened during a quarter.

Individual Accounts for immediate family members (such as husband, wife, and dependent children) are aggregated, and the fee is charged based on the total value of all family members' Accounts.

The fee schedule above may be amended from time to time by Advisor upon at least forty-five (45) days advance written notice to Client, subject to Client's right to terminate the Agreement before an increased fee schedule takes effect upon at least thirty (30) days written notice to Advisor.

Upon termination, advisor fees will be prorated to the effective date of termination. Client will receive a refund of any fees paid but not yet earned through the effective date of termination.