

**STREETER, MOORE & STIPE L.L.C.**  
Discretionary Investment Advisory Agreement

This INVESTMENT ADVISORY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between investment advisory representatives of Streeter, Moore & Stipe L.L.C., (hereinafter referred to as "Advisor") a registered investment advisory firm with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as an investment advisor, and is also registered under the appropriate state laws whose primary offices are located at 4111 S. Darlington Suite 120, Tulsa, Oklahoma 74135 and \_\_\_\_\_ (hereinafter referred to as "Client" ) whose address is: \_\_\_\_\_

WHEREAS, Advisor provides investment advisory services and Client wishes to retain Advisor to act as his/her investment advisor with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, Advisor and Client agree as follows:

*Section 1. Investment Advisory Services.* Advisor will direct, in Advisor's sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client's account (the "Account") in securities and cash or cash equivalents. The initial Account assets are listed on Schedule A "Managed Assets". Client may at any time, deposit additional funds and/or securities with the Custodian (defined in Section 3) so as to increase the Account of Client. Client may also withdraw for his/her Account by giving notice to Advisor. Client's financial circumstances, investment objectives and any special instructions or limits that Client wishes Advisor to follow in advising Client are described on Schedule B. Client agrees to notify Advisor promptly of any significant change in the information provided by the Client on Schedule B or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Advisor with such additional information as Advisor may request from time to time to assist it in advising Client. Advisor's authority under this Agreement will remain in effect until changed or terminated by Client in writing as provided in Section 13.

*Section 2. Execution of Investment Account Transactions.* Unless specifically directed otherwise, Advisor shall arrange for the execution of securities brokerage transactions for the Managed Assets through a broker-dealer that Advisor believes will provide "best execution." In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of the Broker-Dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Consistent with obtaining best execution, transactions for the Account may be directed to registered broker-dealers in return for research products and/or services meeting the requirements of Section 28(e) of the Securities Exchange Act of 1934, as amended. Transactions may, but are not required to be, combined or "batched" to obtain best execution.

Client authorizes and directs Advisor to instruct all brokers and dealers executing orders for Client to forward confirmations of those transactions to Custodian (as defined below) and Advisor. If Client wishes, Advisor will instruct the brokers and dealers that execute orders for Client's account to send Client all transaction confirmations. Or, Client may choose not to receive confirmations and instead rely on statements from the Custodian and the statements Advisor may provide, to keep informed of the status of Client's account.

Advisor may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the Custodian as evidence of Advisor's authority to act for Client.

*Section 3. Custodian.* **Advisor shall not hold nor maintain physical custody of any assets in the Account.** Rather assets will be held in the custody of a "qualified custodian" as that term is defined in Rule 206(4)-2 of the Advisers Act (the "Custodian"). This includes but not limited to mutual fund companies, variable annuity/life insurance companies or other independent Custodians selected by Client and named on Schedule A "Managed Assets". 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 or other investment for the Account. Client also authorizes and directs Advisor to instruct Custodian on Client's behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Advisor copies of all periodic statements and other reports for the Account that Custodian sends to Client.

*Section 4. Reports.* Advisor will provide Client as often as quarterly written statements of the assets in Client's Account, the beginning period balance, the current market value, and performance data for the period (or since the opening of the Account).

*Section 5. Advisory Fees.* Client will pay Advisor a fee for its investment advisory services. The fee will be a percentage of the market value of all assets in the Account on the last trading day of each calendar quarter. The payment method and fee schedule is set forth in Schedule "A". The Advisory Fee is payable quarterly in advance or in arrears. In any partial calendar quarter, the advisory fee will be pro rated based on the number of days that the Account was open during the quarter. Client understands that Account assets invested in shares of mutual funds or other investment companies ("funds") will be included in calculating the value of the Account for purposes of computing Advisor's fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor. Client also understands certain Funds may impose a contingent deferred sales charge on withdrawals taken from their accounts. Advisor reserves the right to negotiate Advisory Fees.

Client may elect to pay Advisor for its services by authorizing the Custodian to deduct from Client's Account and pay to Advisor the Advisory Fee for each calendar year quarter. Advisor will send to the Custodian a quarterly statement showing the amount of the

management fee due, the Account value on which the fee is based and how the fee was calculated. The Custodian will send Client a monthly or at least quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Advisor. If elected pursuant to Schedule "A", Client authorizes the Clearing Firm or Custodian to charge the account for the management fees as instructed by a principal of our Broker-Dealer. Client is solely responsible for verifying the accuracy of the fee computations and acknowledges that the Custodian will not determine whether the fee is properly calculated.

Clients may elect to have Advisory Fee be billed directly to Client (and not deducted from Client's Account). Client agrees to pay all Advisory Fees within 30 days of Client's receipt of an invoice from Advisor.

*Section 6. Valuation.* Advisor will value securities in the Account based on the Custodian's valuation.

*Section 7. Confidentiality.* Except as otherwise agreed in writing or as required by applicable law, rule or regulation, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments. Clients authorize the use of performance of the Account data in the compilation of the Advisor's performance data.

*Section 8. Other Investment Accounts.* Client understands that Advisor serves as investment advisor 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 differ from advice given to or action taken for Client. Advisor is not obligated to buy, sell or recommend for Client any security or other investment that Advisor or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Advisor or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

*Section 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 market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Advisor will provide advice only with respect to the securities, cash and other investments held in Client's Account and, in making recommendations with respect to the Account, Advisor will not consider any other securities, cash or other investments owned by Client. Except as may otherwise be provided by law, Advisor will not be liable to Client for (a) 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; (b) any loss arising from Advisor's adherence to Client's written or oral instructions; or (c) 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. 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.

*Section 10. Retirement or Employee Benefit Plan Accounts.* This Section 10 applies if the Account is for a (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"); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account ("IRA") under Section 408 of the Code. If the Account is for a plan subject to ERISA, Client appoints Advisor, 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 1 of this Agreement). Advisor represents that it is registered as an investment advisor under the Investment Advisors Act of 1940, as amended (the "Advisors Act") or under the laws of any State.

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. If the Account contains only a part of the assets of the plan, 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. If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Advisor and its Affiliated Persons.

*Section 11. Other Legal Actions.* The Client agrees that Advisor will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities ("Legal Proceedings").

*Section 12. Proxy Voting.* The Client agrees that Advisor **will not** vote, or give any advice about how to vote, proxies for securities held in the Investment Account. If the Investment Account is for a pension or other employee benefit plan governed by ERISA, 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 the plan's trustees.

*Section 13. Termination.* This Agreement will continue in effect until terminated by either party by written notice to the other. If client terminates this Agreement within five (5) business days from the date of the inception, all fees paid in advance will be immediately refunded. 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 the Agreement; or (c) Client's obligation to pay the Advisory Fee to Advisor (pro rated through the date of termination). Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the Account.

*Section 14. Client Authority.* If Client is an individual, Client represents that he or she is of the age of majority. 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 management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Advisor of any event that might affect this authority or the propriety of this Agreement.

*Section 15. Death or Disability.* If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor.

*Section 16. 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 law) by either party without the consent of the other party.

*Section 17. Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any conflict or choice of law provisions of that State, 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.

*Section 18. 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 by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address on the front page of this agreement or at such other address as Client may designate in writing.

*Section 19. Arbitration.* Any controversy arising out of or related to this Agreement, including claim of rescission hereof, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgement upon the award rendered may be entered in any court having jurisdiction.

*Section 20. Solicitors.* Client acknowledges that Advisor or Advisor's solicitor may be registered as a representative of a broker-dealer, and as such, may receive commissions and/or other income from the broker-dealer from the sale of mutual funds and other investments which may be recommended by Advisor. In addition, a solicitor of Advisor may receive a portion of the fees paid on this Agreement.

*Section 21. Tax Consequences.* Any securities placed under management by Client may ultimately be sold by Advisor, thus creating a capital gain or loss depending on Client's cost basis in the securities. Withdrawals made from tax-qualified accounts may cause a taxable event for the Client. Client should consult with his or her tax advisor for advice on the tax ramifications of the transactions.

*Section 22. 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.

*Section 23. Disclosure.* Client has received and reviewed a copy of Part II of Advisor's Form ADV, Advisor's Privacy Policy, as well as a copy of this Agreement.

Client and Adviser have executed this Discretionary Investment Advisory Agreement as of the day and year first above written:

Client Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_

**STREETER, MOORE & STIPE L.L.C.**

Investment Advisor Representative: \_\_\_\_\_

Investment Advisor Representative: \_\_\_\_\_

SCHEDULE "A" AMENDMENT TO  
INVESTMENT ADVISORY AGREEMENT

**1. Account Assets.** The assets that you wish Streeter, Moore & Stipe L.L.C., to manage at this time are listed on the attached statement. (Please attach a custodial or other inventory of assets)

**2. Fee Schedule Amendment.** In accordance with Section 5 of the Investment Advisory Agreement, this amendment reflects the advisory fee schedule and payment method as agreed to between the Client \_\_\_\_\_ and Streeter, Moore & Stipe L.L.C..

**3. Investment Advisory Fees.** Streeter, Moore & Stipe L.L.C. advisory fees for services provided under this agreement will be payable in  **Advance** or  **Arrears** as follows:

Managed Assets	Annual Percentage Rate/Flat Fee
_____	_____
_____	_____
_____	_____
_____	_____

The minimum annual advisor's fee per account is \$300.

**4. Payment Method.** Fees will be paid by one of the following methods:

- Automatic Deduction from Managed Assets:* Client authorizes the custodian or clearing firm to withdrawal advisory fees from each respective managed asset.
- Automatic Deduction from Non-Managed Account:* Client asks to have the advisory fee withdrawn from a Non-Managed Account as indicated on the Supplemental Fee Withdrawal Authorization Form.
- Personal Check:* Advisor Fees will be paid directly by the Client.
- Other:* State additional instructions below:

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*\*The fee, or a portion of the fee, may be tax-deductible. Withdrawals taken from certain funds or variable contracts may incur a deferred sales charge. Liquidating assets to pay fees may result in tax consequences. We recommend you discuss the tax implications.*

**STREETER , MOORE & STIPE L.L.C.**  
A REGISTERED INVESTMENT ADVISOR

**SCHEDULE "B" AMENDMENT TO  
INVESTMENT ADVISORY AGREEMENT**

**1. Investment Restrictions and Guidelines.** The investment restrictions and guidelines to be followed by Streeter, Moore & Stipe L.L.C. in managing the account of \_\_\_\_\_ are set forth below. (Please describe investment restrictions and guidelines below or attach a separate statement.)

**2. Suitability.**

<b>OBJECTIVE AND RISK TOLERANCE</b> <i>Check Primary and Circle Secondary</i>	
Capital Preservation	<input type="checkbox"/> Low
Income	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High
Growth	<input type="checkbox"/> Medium <input type="checkbox"/> High
Speculation	<input type="checkbox"/> High
<b>Time Horizon</b>	
<input type="checkbox"/> < 5 Years	<input type="checkbox"/> 5-10 Years <input type="checkbox"/> > 10 Years

**INVESTMENT EXPERIENCE**

Circle: N-None, L-Limited, M-Moderate, or E-Extensive

	<u>Experience</u>			
Equities	N	L	M	E
Bonds	N	L	M	E
Options/Futures	N	L	M	E
Mutual Funds	N	L	M	E
Annuities	N	L	M	E
Margin Trading	N	L	M	E

<b>COMBINED ANNUAL INCOME</b>	<input type="checkbox"/> \$0-\$19,999	<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$250,000-\$500,000	<input type="checkbox"/> \$1,000,001-\$5,000,000
	<input type="checkbox"/> \$20,000-\$50,000	<input type="checkbox"/> \$100,001-\$250,000	<input type="checkbox"/> \$500,000-\$1,000,000	<input type="checkbox"/> OVER \$5,000,000

<b>COMBINED NET WORTH</b>	<input type="checkbox"/> \$0-\$19,999	<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$250,000-\$500,000	<input type="checkbox"/> \$1,000,001-\$5,000,000
	<input type="checkbox"/> \$20,000-\$50,000	<input type="checkbox"/> \$100,001-\$250,000	<input type="checkbox"/> \$500,000-\$1,000,000	<input type="checkbox"/> OVER \$5,000,000

**STREETER, MOORE & STIPE L.L.C.**  
A REGISTERED INVESTMENT ADVISOR

## Schedule "A" Managed Assets

STREETER, MOORE & STIPE L.L.C.  
A REGISTERED INVESTMENT ADVISOR

The accounts intended for Streeter, Moore & Stipe L.L.C. management are as follows:

Account Registration	Fund/Insurance Co. (Specify: A, B or C Shares)	Account Value	Account Number	Account Type (IRA, Joint, Other)	Where is the account held? (Custodian) (i.e. Raymond James, Mutual Fund)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Transfer Instructions ( i.e. Where will the account be held while it is under management?): \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

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**PLEASE INCLUDE COPIES OF MUTUAL FUND AND VARIABLE ANNUITY STATEMENTS.**

# Fee Withdrawal Authorization

To: Raymond James & Associates  
Attn. Correspondent Services  
880 Carillon Parkway P.O. Box 12749  
St. Petersburg, FL 33733-2749

Re: Account # \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

Please accept this form as your authorization to charge my (our) account for Management Fees as instructed by the principal of our Broker Dealer.

I (we) Understand that this authorization will remain in effect until such time you are notified in writing to rescind this authorization.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

**STREETER, MOORE & STIPE L.L.C.**  
A REGISTERED INVESTMENT ADVISOR

# Supplemental Fee Withdrawal Authorization

Client(s): \_\_\_\_\_

Account No. of Managed Assets: \_\_\_\_\_

Managed Mutual Fund/Variable Annuity/Variable Life: \_\_\_\_\_

The undersigned ("Client") has entered into an Investment Advisory Agreement with Streeter, Moore & Stipe L.L.C., ("SM&S"), for investment management of Client's account referenced above (the "Account"). Client hereby authorizes the independent custodian or trustee of Client's funds and/or securities in account no. \_\_\_\_\_, Mutual Fund/Variable Annuity/Variable Life \_\_\_\_\_ to deduct therefrom and remit directly to SM&S when due the advisory fees payable to SM&S in respect to investment management of the Account.

Client understands that this authorization shall remain effective until revoked by Client upon written notice to SM&S and the independent custodian or trustee. Client further understands that:

1. SM&S will send advisory fee statements to the custodian or trustee of the Account which shows the amount of the advisory fee;

And

2. The custodian or trustee of the Account will send to the Client a statement at least quarterly indicating all amounts disbursed from the Account including the amount of advisory fees paid directly to SM&S.

NON-QUALIFIED ACCOUNTS - By my signature so written below, I/We acknowledge that, should this withdrawal be from a non-qualified tax-deferred account, I/We may incur a tax consequence on the amount withdrawn. I/We further understand that if either party is under 59 ½, I/We may be subject to an additional tax penalty.

QUALIFIED ACCOUNTS - We ask the Trustee/Custodian to code this withdrawal as a non-taxable expense of the IRA and NOT as a taxable distribution to me. This request is based on the predication that this account is responsible for the payment of Advisory Fees and therefore this expense should be considered fees of the IRA trust. (Ref: Letter Ruling 9005010, November 2 1989, UIL No. 0408.04.00)

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Co-Client Signature

**STREETER, MOORE & STIPE L.L.C.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Principal

**STREETER, MOORE & STIPE L.L.C.**  
A REGISTERED INVESTMENT ADVISOR

# Third Party Authorization

\_\_\_\_\_

Date

\_\_\_\_\_

Client Name

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip Code

\_\_\_\_\_

Social Security or Tax ID Number

\_\_\_\_\_

Mutual Fund Family/Insurance Product

To Whom It May Concern:

Please accept this as my consent to have Streeter, Moore & Stipe L.L.C., a Registered Investment Advisor, make exchanges or transfers in any account corresponding to the above Social Security or Tax ID Number and like registrations.

Thank You for your cooperation in this matter.

Sincerely,

X \_\_\_\_\_  
Client Signature

X \_\_\_\_\_  
Co-Client Signature

**STREETER, MOORE & STIPE L.L.C.**  
A REGISTERED INVESTMENT ADVISOR