

# Streeter Moore and Stipe L.L.C.

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## 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 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. Unless otherwise stipulated in writing by the Client or Advisor, any subsequently opened Account(s) shall be governed by this Agreement. The authority granted by you to our firm herein shall continue in force until revoked by you in writing. Such revocation shall be effective upon receipt by us.

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 12.

*Section 2. Execution of Investment Account Transactions.* Advisor will arrange for the execution of securities transactions for the Account through the Custodian selected by the Client and Advisor. Adviser will arrange for the execution of securities transactions for the Account through brokers or dealers that Adviser reasonably believes will provide best execution. In selecting a broker or dealer, Adviser may consider, among other things, the broker or dealer's execution capabilities, reputation and access to the markets for the securities being traded. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account. Adviser 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 Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Consistent with obtaining best execution, transactions for Client's Account may be directed to brokers in return for research services furnished by them to Adviser. Such research generally will be used to service all of Adviser's clients, but brokerage commissions paid by Client may be used to pay for research that is not used in managing Client's Account.

My investment adviser representative has advised me of the options available to me for brokerage services at Advisor. The choices for such brokerage arrangements include Raymond James (as correspondent for FSIC), Raymond James IAD, and Fidelity. Some representatives of Advisor are securities licensed through Financial Services International Corporation (*fsic*) a registered broker/dealer, member FINRA, SIPC. and thus not every custodial relationship is available to every investment advisor representative. Clients may request the brokerage transactions be directed to a particular broker-dealer/custodian. However, if an investment advisor representative cannot use that broker-dealer/custodian they will not be able to accept the account. My representative has provided me with a document (See Schedule C) explaining the charges associated with trading and to their services under each of these arrangements and has described the relative merits of each broker-dealer, including differences between other terms and services available through those broker-dealers, and other considerations.

The client also understands that they are responsible for all cost associated with the custodian, such as custodial fees, like Trading Fees and Annual Account Maintenance Fees as well as Custodian Service Fees. All fees charged by the custodian can be changed at the sole discretion of the custodian.

Select Brokerage Arrangement Choice (Check appropriate box)                      Client Initials: \_\_\_\_\_                      Client Initials: \_\_\_\_\_

Raymond James Correspondent Services for fsic                       Fidelity                       Raymond James IAD

Transactions for each client account will be effected independently of transactions for other clients of the Advisor; provided that the Advisor may (but is not obligated to) combine or "batch" transactions for the Client and other clients in the same securities in order to obtain a better price or achieve other efficiencies. There is no obligation to include any account in a bunched order unless the Advisor representative believes it is in the client's best interest. In making this determination, the representative may consider a number of factors, including, but not limited to: (a) the client's investment objectives and policies; (b) investment guidelines; (c) liquidity requirements; (d) legal or regulatory restrictions; (e) tax considerations; and (f) the nature and size of the bunched order. If Advisor cannot obtain execution of all the combined orders at prices or for transactions costs that Advisor believes are desirable, Advisor will allocate the securities. Our custodians do not offer reduced transactions cost due to batch transactions.

Such an arrangement represents a potential conflict of interest because it may serve as an incentive for the representative to recommend investments in no-transaction-fee (NTF) mutual funds. SMS representatives have relationships with clearing brokers that allows them access to the NTF funds. NTF Mutual Funds are likely to carry higher maintenance charges than similar mutual funds.

Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

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. 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 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. Fee changes cannot be made without your authorization. Upon Firm approval, fee decreases from those stated in this Client Agreement may be made with verbal authorization. Fee increases above those stated in this Agreement will require execution of a new Agreement. Temporary fee reductions may be allowed.

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 5. Valuation.** Advisor will rely on the Custodian's valuation of securities in the Account.

**Section 6. 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 7. 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 8. Sub-Advisory for Discretionary Management.* Advisor is authorized to delegate the active discretionary management of all or part of the Client's discretionary assets to one or more independent investment managers and/or investment management programs (collectively referred to as "Investment Managers") based upon Client's stated investment objectives. The terms and conditions under which Client may engage the Investment Managers may be set forth in a separate written agreement between Client and the designated Investment Managers. Client agrees to execute in a timely manner any such separate written agreements with the Investment Managers that Advisor may deliver to Client. In addition, Advisor may grant such Investment Managers full authority to further delegate such discretionary authority to additional Investment Managers. The Investment Managers and additional Investment Managers shall have limited power-of-attorney and trading authority over those Assets the Advisor directs to them for management and they shall be authorized to buy, sell, and trade in securities in accordance with Client's investment objectives as communicated by Advisor, and to give instructions in furtherance of such trading authority to the Broker-Dealer and the Custodian. Advisor is authorized to terminate or change Investment Managers when, in Advisor's sole discretion, it believes such termination or change is in Client's best interest. Advisor will continue to render services to Client relative to the supervision of the Investment Managers and ongoing monitoring and review of Account(s) performance, asset allocation, and investment objectives. Advisor shall compensate Investment Managers from the set client fee.

**Sub-Advisory/Investment Manager Acknowledgement:**

**Client Initials:** \_\_\_\_\_ **Client Initials:** \_\_\_\_\_

*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 9 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 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 (postage prepaid) or sent by facsimile (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.

Consent to E-mail Deliver. Advisor will periodically deliver information and documents including, but not limited to, our Privacy Notice, Form ADV Part 2, monthly statements, monthly updates, monthly performance reports, quarterly invoices, and quarterly manager commentaries which may contain your private, confidential and/or personal financial data. **Client agrees that Advisor may deliver such information and documents via electronic mail to the following address designated by the Client.**

E-mail address (1): \_\_\_\_\_  
E-mail address (2): \_\_\_\_\_

If the designated e-mail address changes, Client agrees to notify Advisor promptly of the new e-mail address. Client may revoke this general consent to electronic delivery at any time by notifying Advisor in writing. Client may request a hard copy of any particular document covered by this consent.

*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, but must provide client copies of the written agreements between the adviser and the solicitor; the solicitor's written disclosure documents; and, each client must sign acknowledgments of receipt of written disclosure documents from the adviser and the solicitor prior to any fees being paid to Solicitor.

*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 2 of Advisor's Form ADV(or Brochure), the 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:

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

Client Signature:  \_\_\_\_\_ Investment Advisor Representative \_\_\_\_\_

Client Signature:  \_\_\_\_\_ 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 4 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 as follows:

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

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\*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.*

**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.**

Financial Status: Combined Annual Income \$ \_\_\_\_\_ Net Worth (Excluding Personal Residence) \$ \_\_\_\_\_

Liquidity Needs (one year of expenses) \$ \_\_\_\_\_ Current Liquid Net Worth\* \$ \_\_\_\_\_

\*Liquid net worth represents assets that can be liquidated without restriction or penalty plus cash equivalent assets.

Tax Bracket:  0% - 15%  15.01% - 25%  25.01% - 28%  28.01% - 33%  33% +

Marital Status:  Single  Married

<p><b>Primary Objective and Associated Risk Tolerance</b> Select only one objective and risk tolerance</p> <p>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</p> <hr/> <p style="text-align: center;">Time Horizon</p> <p><input type="checkbox"/> &lt; 5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> &gt; 10 years</p>	<p><b>Secondary Objective and Associated Risk Tolerance</b> Select only one objective and risk tolerance</p> <p>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</p> <hr/> <p style="text-align: center;">Time Horizon</p> <p><input type="checkbox"/> &lt; 5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> &gt; 10 years</p>	<p><b>Provide your experience in the following investments:</b></p> <p>Circle: N-None, L-Limited, M-Moderate or E-Extensive.</p> <p style="text-align: center;"><u>Experience</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Equities</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> <tr> <td style="padding: 2px;">Bonds</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> <tr> <td style="padding: 2px;">Options/Futures</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> <tr> <td style="padding: 2px;">Mutual Funds</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> <tr> <td style="padding: 2px;">Annuities</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> <tr> <td style="padding: 2px;">Marain Tradina</td> <td style="padding: 2px;">N</td> <td style="padding: 2px;">L</td> <td style="padding: 2px;">M</td> <td style="padding: 2px;">E</td> </tr> </table>	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	Marain Tradina	N	L	M	E
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																												
Marain Tradina	N	L	M	E																												

- Occupation: \_\_\_\_\_ Occupation: \_\_\_\_\_  
(If retired, state the occupation you retired from and indicate you are retired, or indicate retired for more than ten years.)
- Employer: \_\_\_\_\_ Employer: \_\_\_\_\_  
(If retired, state your most recent employer and indicate you are retired, or indicate retired for more than ten years.)
- Are you an employee, adviser, or related to a person that has a relationship to any exchange or member firm of FINRA, a bank, trust company or insurance company? **Y/N** If yes, explain: \_\_\_\_\_
- Are you a director, corporate officer, or a 10% shareholder of a publicly traded company? **Y/N** If yes, explain: \_\_\_\_\_

**Important Disclosures:** If appropriate, your adviser has explained your various options for investing in mutual funds. Mutual funds often offer various share classes for the same underlying fund. It is important that you are aware of the class of fund(s) you are invested in and the associated costs. The amount you invest, the rate of return, the amount of time you remain in the fund and the mutual fund's conversion features all affect your overall costs.

You can reference the fund prospectus or FINRA's Fund Analyzer for more details and comparisons on these factors. FINRA's Fund Analyzer is available in the Investors section of the FINRA website at [www.FINRA.org](http://www.FINRA.org). Please let your representative know if you have any questions about the share class options and for more information on the funds you currently hold.

**Investment Strategy:** Explain the strategy for this client and the intended use of the product \_\_\_\_\_

**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:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

SCHEDULE "C" AMENDMENT TO  
INVESTMENT ADVISORY AGREEMENT

<b>Raymond James Brokerage Fee Schedule</b>		
Description	Raymond James IAD	RJ Correspondent Services
<b>Custodial Fees:</b>		
<u>Trading Charges</u>		
Mutual Fund	\$19.95	\$30.00 Buy Side Only
Some No Load Mutual Fund Families	\$19.95	\$40.00 Buy Side Only
Mutual Fund NTF	Free	Free
Exchange Traded Funds	\$14.95	\$21.00 + \$.01 a share
Exchange Traded Funds NTF	Free	Free
Stocks	\$14.95	\$21.00 + \$.01 a share
Bonds	\$14.95	\$21.00 + \$1.00 per Bond
Options	\$19.95 + \$1.00 per	\$20.00 + \$1.00 per
<u>Annual Retirement Account Maintenance Fees</u>		
Account Maintenance Fee (Waived if over \$100,000)	Free	\$40.00
IRA's less than \$500,000	\$50.00	\$40.00
IRA's more than \$500,000	Waived	Waived
Profit Sharing, Money Purchase, 401k Employer Account < \$500,000	\$75.00	\$75.00
Profit Sharing, Money Purchase, 401k Employer Account > \$500,000	Waived	Waived
Profit Sharing, Money Purchase, 401k Employee Account < \$500,000	\$30.00	\$30.00
Profit Sharing, Money Purchase, 401k Employee Account > \$500,000	Waived	Waived
<b>Custodian Service Fees:</b>		
<u>Regular Account Fees</u>		
Incoming or Outgoing ACH's	Free	Free
Certified or Cashier's Check	\$25.00	\$25.00
Outgoing Wires Domestic	\$25.00	\$25.00
Outgoing Wires International	\$40.00	\$40.00
Early Payout of Money + Interest	\$25.00	\$25.00
Returned Check or ACH	\$20.00	\$20.00
Extensions for Pmt or Security Received - First	\$20.00	\$20.00
Extensions for Pmt or Security Received - Second	\$40.00	\$40.00
Mailgram	\$10.00	\$10.00
Check Disbursement - Overnight	\$20.00	\$20.00
Check Disbursement - Saturday	\$30.00	\$30.00
Check Disbursement - International	Varies	Varies
Transfer Fees from Accounts Leaving Custodian	\$100.00	\$100.00
Transfer Fees of a Foreign Security	\$50.00	\$50.00
Transfer Handling Fees	\$5.95	\$5.95
Manual Investment for Private Stock Transactions	\$150.00	\$150.00
Quarterly Billing Fee per account	Free	\$5
<u>Capital Access Fees</u>		
Account Access Fee - Annual	\$150.00	\$150.00
Cash Advance (International or Domestic)	Free	Free
ATM Surcharge	Reimbursed up to \$200.00	Reimbursed up to \$200.00

Wire Transfer Domestic	\$25.00	\$25.00
Wire Transfer International	\$40.00	\$40.00
Certified or Cashier's Check	Free	Free
Stop Payment	Free	Free
Replacement of Lost Visa Platinum Debit Card	Free	Free
Photocopy of Visa Platinum Debit Card Draft	Free	Free
Returned Deposit	\$20.00	\$20.00
Insufficient Funds if covered in 1 Business Day	Free	Free
Insufficient Funds if left uncovered	\$30.00	\$30.00
<i>All fees charged by the custodians can be changed at the sole discretion of the custodian.</i>		

<b>Fidelity Brokerage Fee Schedule</b>	
Description	Fidelity
<b>Custodial Fees:</b>	
<u>Trading Charges</u>	
Equities + \$0.01 per share if over 10,000 shares with Electronic Delivery	\$4.95
Equities + \$0.015 per share if over 1,000 shares with Paper Delivery	\$12.95
Equities Domestic Manual Orders via Trading Desk	\$25.00
ETF's + \$0.01 per share if over \$10,000 shares with Electronic Delivery	\$4.95
ETF's + \$0.015 per share if over 1,000 shares with Paper Delivery	\$12.95
EFT's Domestic Manual Orders via Trading Desk	\$29.95
Mutual Funds (Transaction Charges only apply on Buy Side)	\$25.00
Some No Load Mutual Fund Families	\$45.00
Mutual Funds (PIP) Periodic Investment Plan	\$5.00
Mutual Funds (SWP) Systematic Withdrawal Plan	\$5.00
Mutual Funds on NTF List	Free
Bonds	Competitive basis
Government Auction Orders (notes and bonds)	\$50.00
Options + \$0.75 per contract	\$4.95
Unit Investment Trusts	\$30.00
<u>Annual Account Maintenance Fees</u>	
Account Maintenance Fee	Free
IRA's	Free
<b>Custodian Service Fees:</b>	
<u>Regular Account Fees</u>	
Incoming or Outgoing ACH's	Free
Wire Fee (if online cashiering is not used)	\$30.00
Wire Fee (if online cashiering is used)	\$15.00
Check Reorder	\$6.00
Overnight Check Request	\$8.00
Transfer Fees from Accounts Leaving Custodian	\$75.00
<i>All fees charged by the custodians can be changed at the sole discretion of the custodian.</i>	

# 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 there from 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

# 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