

STREETER MOORE & STIPE LLC

Investment Counseling Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between Streeter Moore & Stipe LLC ("Advisor"), and _____ ("Client") with residence or place of business at _____.

WHEREAS, Advisor is in the business of providing investment advice, including advice relating to financial and estate planning; and

WHEREAS, Client desires to have Advisor provide investment consulting services to Client on a non-discretionary basis as specified in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

1. **Services of Advisor.** Advisor shall review Client's present investments, financial circumstances and goals and provide advice to Client, including investment purchase and sale and asset allocation recommendations, as more specifically described on Schedule A. Client understands that Advisor shall have no obligation to vote proxies or take any action regarding legal notices Advisor may receive from issuers of securities held, or previously held, in Client's accounts.

This Agreement shall be applicable only to financial planning advice contained in the financial analyses or investment recommendations individually prepared for Client.

Client understands that Advisor does not guarantee the results of any recommendation or the overall performance of Client's account and that losses can occur by following Advisor's advice.

2. **Responsibilities of Client.** Client agrees to provide information regarding Client's income, investments, income tax situation, estate plan, and other pertinent matters as requested by Advisor to prepare its advice or special project. Client also agrees to discuss needs and goals and projected future needs candidly with Advisor and to keep Advisor informed of changes in Client's situation, needs and goals. Client acknowledges that Advisor cannot adequately perform its services on Client's behalf unless Client performs such responsibilities and that Advisor's analyses and recommendations are based on the adequacy and accuracy of information provided by Client. Client agrees to permit Advisor to consult with and obtain information about Client from Client's accountant, attorney and other advisers. Advisor shall not be required to verify any information obtained from Client, Client's attorney, accountant or other advisers and is expressly authorized to rely thereon. Client acknowledges that Client has the sole authority to implement, accept, or reject any or all advice given by Advisor.

3. **Confidentiality.** All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Advisor is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Advisor to persons designated by Client.

4. **Basis of Advice.** Client acknowledges that Advisor obtains information from a wide variety of publicly available sources and that Advisor has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Advisor are based upon the professional judgment of Advisor and its individual counselors.

5. **Implementation.** Client is free to obtain legal, accounting and brokerage services from any professional source to implement the recommendations of Advisor. Advisor shall cooperate with any attorney, accountant, or broker chosen by Client with regard to implementation of any recommendations.

6. **Acknowledgments by Client and Advisor.** It is understood by and between the parties that Advisor shall have no custody or control of Client funds or securities and that Advisor shall not have authority to direct the execution of insurance or securities transactions for or on behalf of Client without client's specific direction.

Client understands that representatives giving advice to Client for Advisor are also licensed as securities and insurance agents and that when Client purchases insurance products recommended by a representative, the representative will receive a sales commission. Client also understands that a conflict of interest exists when a representative of Advisor recommends a product as Client's adviser when a sales commission will be paid if the advice is followed.

7. **Legal and Accounting Services.** It is understood and agreed that Advisor and its representatives are not qualified to and will not provide any legal advice nor prepare any legal documents for the implementation of Client's financial and investment plans. Client agrees that Client's personal attorney solely shall be responsible for the rendering and/or preparation of the following: (i) all legal advice; (ii) all legal opinions and determinations; and (iii) all legal documents. To the extent the Advisor's representatives are qualified to do so, they may perform accounting functions through Advisor's affiliate accounting firm.

8. **Fees to Advisor.** In consideration of the services provided by Advisor, Client shall pay to Advisor \$100-300 per hour for the projects, evaluations or analyses described on Schedule A. The fee is due as set forth on Schedule A. Client understands that in isolated cases fees may be payable in installments with permission of Advisor.

9. **Termination.** Either party may terminate this Agreement upon five (5) days written notice to the other by certified or registered mail to the last known address of the other. In the event of termination or non-performance, all fees paid in advance but not earned by Advisor will be returned to Client and Client agrees to pay Advisor all fees due Advisor for services rendered but not covered by prepaid fees. If Client did not receive Part II of Advisor's Form ADV, or a brochure containing equivalent information, at least 48 hours prior to signing this Agreement, Client shall have the right to terminate this Agreement without penalty within five business days of the date Client signed this Agreement.

10. **Assignment.** Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations or interests herein without the prior express written consent of the other party. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

11. **Complete Agreement.** This Agreement represents the complete Agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written. This Agreement may be amended only by an instrument signed by Client and by Advisor.

12. **Unenforceability.** Any provision hereof which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

13. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the construction or breach thereof, shall be settled by arbitration in accordance with the arbitration rules of a recognized alternative dispute resolution organization as Client may designate. Client agrees that if Client does not notify Advisor in writing of Client's designation within ten (10) days after Client receives a written demand for arbitration from Advisor, then Advisor can designate the resolution organization. Judgment on the award rendered by arbitration shall be final and may be entered in any court having jurisdiction thereof.

14. **Execution.** This Agreement may be executed in several counterparts each of which shall be deemed an original. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, Advisor and Client have each caused this Agreement to be duly executed on the date shown above. Client hereby acknowledges receiving a copy of this Agreement and Part II of Advisor's Form ADV, or an equivalent brochure.

Client Signature

STREETER, MOORE & STIPE L.L.C.

Co-Client Signature

By: _____

Social Security or Tax ID _____

SCHEDULE A

Limited Project Services Requested:

* * *

Fee Method

- Bill Fees Monthly
- Deduct Fees from Account (see Schedule B)

Estimate of Number of Hours to Complete Project: _____

Hourly Rate: \$ _____ per hour

Estimate of Total Fee: \$ _____

SCHEDULE B

Supplemental Fee Withdrawal Authorization

Client(s): _____

Account No. of Managed Assets: _____

Custodian/ 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. _____, 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)

_____ X _____
Date Client Signature

_____ X _____
Date Co-Client Signature

STREETER, MOORE & STIPE L.L.C.

_____ By: _____
Date Principal

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