

INVESTMENT ADVISOR AGREEMENT

This plan management agreement is hereby entered into between C. Geraci & Company and _____ (“Client”) as of the date indicated below.

Client acknowledges receipt of Part II of form ADV, a disclosure statement containing at least the information required by Schedule H of Form ADV if the client is entering into a wrap fee program sponsored by the investment advisor. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment advisor, then the client has the right to terminate the contract without penalty within five business days after entering 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.

C. Geraci & Company agrees to perform the following services: (1) Initial review of client’s investment portfolio along with discussion of client’s goals, objectives and risk tolerance levels, (2) Portfolio asset allocation recommendations, (3) Specific investment recommendations within each asset allocation category, (4) Assistance in setting up accounts (5) Implementation of recommended strategy (6) Monthly monitoring of portfolio with additional recommendations based on changing market conditions (7) Annual Review of accounts.

Client agrees to pay C. Geraci & Company a flat fee of \$_____ annually. This fee will be reevaluated annually.

The client may designate the account to be charged. Additionally, no assignment of such contract shall be made by the investment advisor without the consent of the other party to the contract.

Client hereby agrees to allow ¼ of the annual fee, \$_____ to be earned at the beginning (in advance) of each quarter and collected as a debit to his or her TD Ameritrade account. This contract can be canceled with thirty (30) days written notice of either party.

Negotiation, Mediation, and Arbitration

In the event of any dispute, claim, question, or disagreement, and the like, arising from or relating to this Agreement or breach thereof by any Party, the Party alleging a dispute shall give a written notice with confirmation to the remaining Parties. The Parties then agree they shall use their best efforts to settle the Dispute through negotiation. To this effect, the Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties.

If the Parties do not reach a solution through negotiation within 30 days of a Party giving the written notice of a Dispute, then the Parties agree first to try in good faith to settle the Dispute by mediation administered by the Dispute Resolution Center of Harris County, Texas under rules of mediation agreed upon by the Parties before resorting to arbitration. If the Parties cannot agree upon mediation rules, then mediation of the Dispute is to be administrated by Dispute Resolution Center of Harris County Rules. Such mediation shall be conducted within 60 days of a Party giving written notice of a Dispute.

If the Parties do not reach a solution through mediation, then the Parties agree that any Dispute arising out of or relating to this Agreement, or breach thereof, shall be settled by final and binding arbitration administered by the Dispute Resolution Center of Harris County, Texas under rules of arbitration agreed upon by the Parties before resorting to arbitration. By this Agreement, the Parties are waiving their rights to seek any and all rights and remedies in civil court, including the right to a jury trial. If the Parties cannot agree upon arbitration rules, then arbitration of the Dispute is to be administrated by Dispute Resolution Center of Harris County Rules. Any Party shall have the right to initiate and compel binding arbitration within 90 days of a Party giving written notice of a Dispute, but only after a good faith attempt has been made to negotiate and mediate the Dispute. The award or ruling rendered by the arbitrator may be entered in any federal or state court of competent jurisdiction. The award or ruling shall be in writing and shall include a statement regarding the reasons for the disposition of any claim.

Within 15 days after the commencement of arbitration, the Dispute Resolution Center of Harris County, Texas, shall appoint an Arbitrator who is an Attorney whom has experience dealing with consulting agreements and/or general business experience. No Arbitrator shall be related to or affiliated with any Party hereto.

The place of arbitration shall be The Woodlands, Montgomery County, Texas or the Dispute Resolution Center of Harris County, Texas.

Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the Arbitration.

The parties agree that any Dispute arising between the parties before execution of this agreement with merge into and be handled by the terms of this agreement.

Agreed to on this ____ day of _____, 2010.

Agreed to on this ____ day of _____, 2010 .

C. Geraci & Company

Client(s)

By: _____

By: _____

By: _____