

EQUITY ADVISORS OF KENTUCKY, INC

ASSET MANAGEMENT PROGRAM

For over 24 years we have assisted our clients in the selection of mutual funds and other investments, balancing the investments as a portfolio, rather than a group of individual products.

Our firm is based on the concept of Comprehensive Financial Planning, not just Asset Management. We integrate budgeting, cash flow, estate planning, college funding, and especially income tax planning and retirement planning with our asset management work, to provide our clients with the best possible after tax return on investment for themselves, and for those they love and want to provide for. Our fee structure is based on this integrated approach. Our firm is organized to provide these services, on a consistent basis, for the next 40 years.

We charge a smaller than normal fee based on the value of all client investments. This fee is compensation for our comprehensive planning work, including education funding, recommendations on home and auto refinancing, estate planning and especially income tax planning. We offer three different fee choices for clients with over \$1 Million in Assets Under Management.

Assets Under Management	Basic Fee Fee as a % Of Assets	Alternative 1 5% Appreciation	Alternative 2 10% Appreciation
To \$ 240,000	\$3,000	N/A	N/A
To \$ 750,000	1.25%	N/A	N/A
To \$1,000,000	1%	N/A	N/A
To \$2,500,000	0.7%	0.5%	0.4%
To \$5 Million	0.6%	0.4%	0.3%
Over \$5 Million	0.5%	0.3%	0.25%

The appreciation fee is calculated and paid at year end. It is based on the growth of the client portfolio, less all fees paid. Our only charge for growth is for growth above the highest value ever in the client portfolio, net of client withdrawals. In other words, if the portfolio grows 10% in one year, then falls 20% the next year, the entire drop must be recovered before the client is charged for growth again. In no case is a client charged more than 3% of the value of their portfolio in any one year. A client would have to have growth in excess of 35% for this high rate to apply.

Many investors are comfortable managing their own portfolio. We believe that the best possible combination for investors that want help in the management of their assets is a program that uses professional investment advice, and "no load" investments. We only recommend "no load" mutual funds. All mutual funds charge fees, and we point out to clients that the fees incurred inside the fund are in addition to our fee. These funds charge no commissions, so the full amount is invested for the client. Statistics show that "no load" fund performance is generally better for the investor, because of the absence of commissions. A professional investment advisor can recommend the investments that best fit the client situation. Consideration includes the nature of the investment, performance, risk profile, expenses, surrender charges, and the client tax situation.

Many of our clients want to be certain that our recommendations are not biased by possible commissions. We only recommend "no load" investments. We receive all client investment information, and we prepare a quarterly performance review of each item in the client portfolio. Our objective is to develop and maintain a portfolio of investments suited to the client situation, and achieve the highest possible after tax growth for the client, consistent with the client risk tolerance.

Included in the assets that our fee is based on are all retirement plan accounts that have asset allocation choices, and all liquid assets, including savings and CD's. Real estate investments and business partnership interests may or may not be included, depending on mutual agreement in advance.

Our fee is deducted on the first day of the quarter. **Any quarterly fee paid is refundable within 30 days after the end of the quarter covered by mailing a written request for a refund, and termination of this agreement. Appreciation fees are not refundable.**

ASSET MANAGEMENT AGREEMENT
Fixed Fee

This agreement is entered into on **December 4, 2008**, between Equity Advisors Of Kentucky, Inc, of Waddy, KY, (The Advisor) and **Insert Client Name**. (The Client)

The Advisor will provide at least the services indicated below to the client, in exchange for compensation as agreed.

On a quarterly basis;

A review of performance and values by investment, with buy/sell/hold recommendations;

A review of the actual assets, by category, with recommendations on balancing the portfolio;

On an annual basis;

A review of the total portfolio value, with an eye toward modification of asset mix or retirement spending, if needed; and

Retirement and tax planning recommendations as appropriate to the client situation; and

Estate planning recommendations, as appropriate to the client situation.

Other financial planning services as requested by the client, as needed.

All fees for advice related to retirement plan accounts will be billed to and paid by the retirement plan account. No fees will be billed to the retirement plan account that are not related to retirement plan asset management.

In accordance with the schedule shown on the attached information bulletin, the annual fee will be **insert %** of the portfolio. The first quarterly billing will be **\$insert fee amount**. Fees are billed on the first day of the quarter. **Any quarterly fee paid is refundable, without question, during the quarter, upon written request from the client.**

This agreement does not constitute a power of Attorney granted by the client to Equity Advisors. The Advisor will not trade client securities without permission. By common agreement, The Advisor does not have discretion over any client assets.

This agreement will be in force for one year from the date indicated, but may be cancelled with 30 days written notice by either party. The agreement will renew automatically, unless one party notifies the other of it's intention to not renew. This agreement is not assignable by Equity Advisors of Kentucky, Inc.

This constitutes the entire agreement between the parties.

Insert Client Name
Insert Address

Brian Guilliom, President
Equity Advisors of Kentucky, Inc
Box 5009
Waddy, KY 40076

ASSET MANAGEMENT AGREEMENT
5% Appreciation

This agreement is entered into on **insert**, between Equity Advisors Of Kentucky, Inc, of Waddy, KY, (The Advisor) and **Insert Client Name**. (The Client)

The Advisor will provide at least the services indicated below to the client, in exchange for compensation as agreed.

On a quarterly basis;

A review of performance and values by investment, with buy/sell/hold recommendations;

A review of the actual assets, by category, with recommendations on balancing the portfolio;

On an annual basis;

A review of the total portfolio value, with an eye toward modification of asset mix or retirement spending, if needed; and

Retirement and tax planning recommendations as appropriate to the client situation; and

Estate planning recommendations, as appropriate to the client situation.

Other financial planning services as requested by the client, as needed.

All fees for advice related to retirement plan accounts will be billed to and paid by the retirement plan account. No fees will be billed to the retirement plan account that are not related to retirement plan asset management.

In accordance with the schedule shown on the attached information bulletin, the annual fee will be **insert %** of the portfolio, and 5% of the year to date return on investment, calculated net of all our fixed fees. The first quarterly billing will be **insert flat fee**. Fees are billed on the first day of the quarter. **Any quarterly fee paid is refundable, without question, during the quarter upon written request from the client.** The appreciation payment will be paid each January, and based on the entire prior year results. Appreciation fees are not refundable.

This agreement does not constitute a power of Attorney granted by the client to Equity Advisors. The Advisor will not trade client securities without permission. By common agreement, The Advisor does not have discretion over any client assets.

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This constitutes the entire agreement between the parties.

Insert Client name
Insert Address

Insert Client name
Insert Address

Brian Guilliom, President
Equity Advisors of Kentucky, Inc
Box 5009
Waddy, KY 40076

ASSET MANAGEMENT AGREEMENT
10% Appreciation

This agreement is entered into on **insert**, between Equity Advisors Of Kentucky, Inc, of Waddy, KY, (The Advisor) **Insert Client Name**. (The Client)

The Advisor will provide at least the services indicated below to the client, in exchange for compensation as agreed.

On a quarterly basis;

A review of performance and values by investment, with buy/sell/hold recommendations;

A review of the actual assets, by category, with recommendations on balancing the portfolio;

On an annual basis;

A review of the total portfolio value, with an eye toward modification of asset mix or retirement spending, if needed; and

Retirement and tax planning recommendations as appropriate to the client situation; and

Estate planning recommendations, as appropriate to the client situation.

Other financial planning services as requested by the client, as needed.

All fees for advice related to retirement plan accounts will be billed to and paid by the retirement plan account. No fees will be billed to the retirement plan account that are not related to retirement plan asset management.

In accordance with the schedule shown on the attached information bulletin, the annual fee will be **insert rate %** of the portfolio, and 10% of the year to date return on investment, calculated net of all our fixed fees. The first quarterly billing will be **insert flat amount**. Fees are billed on the first day of the quarter. **Any quarterly fee paid is refundable, without question, during the quarter upon written request from the client.** The appreciation payment will be paid each January, and based on the entire prior year results. Appreciation fees are not refundable.

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