
The undersigned (the "Client") hereby retains Fairlane Investment Advisors, Inc. (FIAI) to act as investment advisor with respect to assets invested by Client in the FIAI Asset Allocation Program (the "Program") in accordance with the following terms and conditions (the "Agreement"). Fairlane Investment Advisors, Inc. provides investment advice, financial advice, and financial Planning service

1. INVESTMENT ADVICE

Client has furnished FIAI information regarding Client's circumstance and investment objectives (the "Client Profile") in an investor profile questionnaire (the "Questionnaire"). Client agrees that the Client Profile as set forth in the Questionnaire is complete and accurate in all respects. FIAI will provide investment advice as to an appropriate allocation of Client's assets, designated by Client for the Program, among a series of mutual fund portfolios (the "Portfolios") or other investments based on the Client Profile and Questionnaire. The investment decisions will seek to balance Client's investment objectives against his or her means and risk tolerance as part of a long-term investment strategy. Client understands that there can be no assurance that these objectives can be achieved. Client will receive a quarterly Account report (The "Quarterly Account Monitor"), prepared by FIAI, which will contain a summary of the allocation of Client's assets among the Portfolios and a record of the performance of the Client's portfolio. FIAI may from time to time recommend, when appropriate, a change in the allocation of assets among the Portfolios. Client will receive a statement reflecting confirmation of all securities transactions in Client's Account. Client agrees to inform FIAI promptly, in writing of any material change to the information provided by the Client including any change to written investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines, or reasonable restrictions which may affect the manner in which Client's assets should be invested. Clients shall provide FIAI with such other information or documentation as it shall reasonably request. FIAI shall have no liability for the Client's failure to provide FIAI with accurate or complete information. At Client's request FIAI will prepare a new Portfolio based on new information regarding Client's circumstances provided by Client. In connection with the advisory services being provided to Client, FIAI is entitled to rely on the Client Profile as reflected in the most recent questionnaire. Client understands that FIAI and its affiliates perform among other things; research, brokerage, limited financial planning, and investment advisory services for other Clients. Client recognizes that FIAI may give advice and take action in the performance of its duties to such Clients (including those who may also be participants in the Program) which may differ from advice given, or in timing and nature of action taken, with respect to Client. This agreement encompasses all registrations to be managed for the client by FIAI unless specified in writing elsewhere, a copy of which is on file with FIAI.

2. FEES

Client will compensate FIAI on a quarterly basis for its services in accordance with the fee schedule (see directives on the last page). Client further understands that the Securities market is volatile; (they move up and down) therefore FIAI makes no guarantee of Account value relative to initial Account value. The fee will be calculated at the end of each calendar quarter based upon the balance in the Client's Account (the "Account") at the close of business on the last day of the quarter adjusted for any additions or withdrawals made by the client on a prorated basis. Any partial calendar quarter will be on a prorated basis. The fee will be paid, on or after the applicable due date, by automatic redemption of the appropriate number of Client's shares in the Portfolios in the following order: U.S. Government Money Market, Investment Quality Bond, Municipal Bond, Large Capitalization Growth, Small Capitalization, International Equity. The fee schedule specified herein may be

modified or changed by FIAI upon 10 business days' written notice to Client. If this Agreement is terminated by either party either in writing or by an order of redemption or transfer of all or substantially all portfolio shares, the Client hereby authorizes FIAI to (a) reduce Client's redemption or transfer of shares by an amount equal to the pro-rata accrued quarterly fee owed FIAI for services under this Agreement and (b) retain such amount in satisfaction of Client's payment obligations under this Agreement. Based on the Client's allocations, there may be mutual funds, individual stocks or bonds that are recommended which may have transaction fees or pay commissions. Some mutual funds may charge a redemption fee if money invested in the fund is redeemed within a specified number of days of the investment as outlined in the funds prospectus. Mutual funds also have internal management fees that are paid to the funds advisor. FIAI and its advisory representatives will not share or participate in any transaction fees or commissions, only Program fees. Client should review the applicable prospectus for any sales charges, investment strategy, and risks. The fee covers only the services provided for in this Agreement. Client acknowledges receipt of a copy of ADV II which includes Description of Services and any appropriate Prospectus will be mailed or electronically provided by the custodian and understands that the Fund will charge separate fees and expenses as set forth in the prospectus. All Program fees will be reflected in the quarterly fee statement sent to the client. A portion of the Program Fee is paid to Investment Advisory Representatives of Registered Investment Advisors other than FIAI as part of referring the client to FIAI. In connection with the referral a separate referring representative advisory fee acknowledgement form will be executed. Such payments may be made for the duration of this Agreement.

3. DISCRETIONARY MANAGEMENT

Client's Account will be managed on a discretionary basis. Client elects to have the assets in the Account allocated based on the findings in the Client questionnaire. Client authorizes FIAI to buy, sell or otherwise trade securities or other investments in the Account without discussing the transactions with Client in advance. Such securities may include, but are not limited to, mutual funds, unit trusts, common or preferred stock, convertible stocks or bonds, corporate, municipal, or government bonds, notes or bills. Client also authorizes Advisor to take all necessary action to effect security transactions for the Account, including variable annuities and variable life. This grant of discretion shall remain in full force and effect until terminated by Client or Advisor pursuant to Section 9 of this Agreement, or until Advisor receives notice of Client's death. The termination of this grant of discretion shall constitute a termination of this Agreement. If, in the event of Client's death, Advisor acts in good faith pursuant to this grant of discretion without knowledge of Client's death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on Client's successors in interest. FIAI will effect any reasonable transactions as the Client instructs it to provide such instructions are in writing. Instructions received by FIAI from the client after 2:00 pm may not be implemented until the following trading day.

4. CUSTODY

Custody of funds and securities shall be held by Fidelity Investments, National Financial Services, or such broker-dealer, or bank as FIAI may select. FIAI may not access Client funds except to authorize disbursements to pre-approved Client addresses and FIAI management fees. Such named custodians shall mail statements directly to the clients or provide an electronic copy, as chosen by the client, at least quarterly indicating all amounts disbursed from the account (including the amount of any fees paid to FIAI), and all transactions for the period covered by the statement. Client is urged to compare the custodians account statement to FIAI's quarterly statement.

5. IMPLEMENTATION

FIAI is not responsible for market fluctuation from the time the Agreement is executed and time of implementation including while assets are in transit between custodians. Full implementation will not occur until the account is accepted by FIAI. Acceptance is subject to completion and receipt of all paperwork, receipt of assets by the custodian in good order, and access to 401(k) or 403(b) to be managed. This will also include the

ability to track said 401(k) or 403(b) on a daily basis, sufficient investment choices, ability to trade, and receive transaction history on-line on an ongoing basis.

6. CLIENT AUTHORITY

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Program is within the scope of the investments authorized pursuant to any applicable trust Agreement and/or applicable law and that he or she is duly authorized to determine the terms of this Agreement including fees and to enter into this Agreement. If Client is a corporation, the signatory on behalf of such Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes the advice FIAI of any event which might affect this authority or the propriety of this Agreement. Client has the right to impose reasonable restrictions on the management of the Account (this must be done in writing). FIAI may require further documentation from such Accounts. In regards to unreasonable restrictions: The Client will be notified in writing if the advisor believes that the restriction is unreasonable and the Client will be given the opportunity to modify the restriction in writing within 15 business days. Should a Client of such notification fail to modify the restriction, the advisor may then refuse to accept the Account. Clients should update their restrictions at least annually.

7. PROXIES AND OTHER LEGAL NOTICES

FIAI shall not render any advice or take any action on behalf of the Client with respect to securities or other investments held in the Account, which becomes the subject of legal proceedings, including bankruptcies. FIAI shall not take any action or render any advice with respect to the voting of proxies solicited, nor retains the right and obligation to take action relating to the securities held in the Account, with respect to the issuers of any securities held in the Account, except to the extent otherwise required by law, and Client expressly retains the right and obligation to vote any proxies relating to the securities held in the Account to the extent consistent with applicable law. However, Client may delegate said right and obligations to any properly authorized agent.

8. RISK AND LIABILITY

Advisor shall manage only the securities, cash and other investments held in Client's Account, and in making investment decisions for the Account, Advisor shall not consider any other securities, cash or other investments owned by Client. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement had made any guarantee, either oral or written, that Client's investment objectives will be achieved. FIAI uses a T1 line for its internet connection, with a back up cable line to support its trading capability. It is FIAI's intent to provide best execution in client transactions, however there may be occasional technology failures of the internet, power outages, or failures at the custodian's website that prevent transactions from processing in a timely fashion. Advisor shall not be liable for any error in judgment and/or for any investment losses in the Account in the absence of malfeasance (intentional wrong doing), negligence or violation of applicable law. Advisor shall not be responsible for any loss incurred by reason of any act or omission of Client, custodian, any broker-dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities law.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon five-business day's prior, (**written notice**) by either party. Such termination shall not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination, including (a) the provisions regarding arbitration

which shall survive any termination of the Agreement and (b) the Client's fee obligations as specified in paragraph 2. FIAI shall have the right to terminate this Agreement if the value of the Portfolio shares held in the Account falls below \$75,000 by reason other than fluctuations in the net asset values of the Portfolio shares or redemption of portfolio shares to pay Program fees, if Client does not restore the share value to in excess of \$75,000 within thirty days after written notice by FIAI. FIAI may terminate the Program by giving thirty days' written notice to any/all Clients. In the event of the termination of the Program, this Agreement shall terminate as of the day the Program terminates. This Agreement shall terminate automatically five calendar days after all portfolio shares are redeemed for any reason and there is no remaining balance in the Client's Account. Upon the termination of this Agreement, FIAI retains the right; however, to complete any transaction open as of the termination date and to retain amounts in the Account sufficient to effect such completion. Upon termination, it shall be Client's exclusive responsibility to issue instructions in writing regarding any shares in the portfolio.

10. BONDING

If a client is a qualified plan trustee, or conservator, the client agrees to obtain and maintain for a period of this Agreement any bond required pursuant to the provisions of ERISA or other applicable law and to include within the coverage of such bond FIAI and any of its officers, directors, employees and agents whose inclusion is required by law. Client agrees to promptly provide FIAI with appropriate documentation evidencing such coverage upon request. FIAI maintains an Erisa and Fidelity Bond.

11. ASSIGNMENT

This Agreement shall not be assigned by FIAI without prior consent by of Client.

12. GOVERNING LAW

This Agreement, including the arbitration provision contained herein, shall be governed by the laws of the State of Michigan without giving effect to the choice of law or conflict of laws provision thereof, provided that nothing herein shall be construed in any manner inconsistent with the Investment Advisors Act of 1940, as amended, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder. All transactions for this Account shall be subject to the regulations of all-applicable federal, state and self-regulating agencies including, but not limited to the Securities and Exchange Commission, FINRA and the Board of Governors of the Federal Reserve System and constitution and rules and customs of the exchange or market (and clearing house, if any) where executed.

13. SEVERABILITY

If any provision of this Agreement shall be held or made invalid by statute, rule, regulation, decision of a tribunal, or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severed.

14. MISCELLANEOUS

FIAI represents that it is registered as an investment advisor under the Investment Advisors Act of 1940, as amended. FIAI reserves the right to refuse to accept or renew this Agreement in its sole discretion and for any reason. Client acknowledges that FIAI may have your custodian withhold any tax to the extent required by law and remit such taxes to the appropriate governmental authority. FIAI is not responsible for your taxes or 1099 reporting. All 1099's will be prepared and distributed by your custodian. This Agreement shall not be effective until accepted by FIAI, which acceptance will be evident by the opening of an Account. As used herein, reference to persons in the masculine gender shall include persons of the feminine gender. References in the singular shall, as and if appropriate, include the plural. All paragraph headings in this Agreement are for convenience of reference only, they do not form part of the Agreement and shall not affect in any way the meaning or

interpretation of this Agreement. FIAI makes itself available to consult with Client in reference to this Program. All written communications to FIAI or the Program pursuant to this Agreement shall be sent to the FIAI Asset Allocation Program at 3 Parklane Boulevard, Suite 104 West, Dearborn, MI. 48126, unless FIAI designates otherwise in writing. All written communications to Client shall be sent to the address of record of the Client, unless Client designates otherwise in writing. Client shall treat all information, recommendations and advice furnished to Client pursuant to the Program as confidential. FIAI has provided to Client Part II of the ADV, and FIAI's Privacy Notice. Upon death of the client, the account will be frozen and a termination fee will apply. If Client is a Plan covered under Title I of ERISA (generally, a Plan other than a IRA or Keogh Plan), the undersigned Plan fiduciary acknowledges that it is: independent of FIAI and its affiliates, capable of making independent decisions regarding the investment of Plan assets; and knowledgeable with respect to the Plan in administrative matters and finding matters related thereto, and able to make an informed decision concerning participation in the Program.

15. ARBITRATION AGREEMENT.

All disputes arising from the performance of this contract will be submitted to arbitration.

Arbitration is final and binding on both parties. The parties are waiving their right to seek remedies in court including the right to a jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrator award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of the ruling by the arbitrators is strictly limited. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. Arbitration would be before the American Arbitration Association.

16. REFERRING REPRESENTATIVE ADVISORY FEE ACKNOWLEDGEMENT

The undersigned (the "client") hereby acknowledges that the undersigned IAR is an Investment Advisory Representative (IAR), but that said representative is not affiliated with Fairlane Investment Advisors, Inc. (FIAI), and is referring the client to (FIAI) for its Asset Allocation Program. That in return for such referral, and for offering to do a review with the client at least annually, FIAI will pay up to 70% of the Program Fee described in ADV Part II to the IAR's Registered Investment Advisory Firm (RIA). The referring representative is not and will not be responsible for management of the assets in the account; these assets will be managed by FIAI only. There is no increase in fees for this compensation. The client also acknowledges receipt of Part II of Form ADV for both the IAR's RIA and FIAI as required by rule 204-3 under the Investment Advisors Act of 1940.

Note: If Client is a trust, by signing below the Trustee(s) represent and warrant to FIAI a true and correct copy of the trust Agreement and all amendments thereto, as of the date hereof.

Note: Client acknowledges receipt of FIAI's Privacy Notice.

Note: This agreement contains a pre-dispute arbitration clause, which appears in paragraph 14. Client by signing this agreement acknowledges and accepts all conditions set forth in this agreement and can be amended only by further documentation between FIAI and the Client.

Note: The Client is not to give PIN numbers from any 401k / 403b Accounts to their representative. FIAI will provide separate documentation to you, (the Client) authorizing FIAI to utilize your 401k / 403b PIN number for investment allocation in your 401k / 403b Account. PIN numbers must be at least six (6) digits but less than twelve (12).

Note: This agreement shall serve as a master agreement for the management of all accounts being managed by FIAI for the client and their portfolio unless specified in writing elsewhere.

FEE DIRECTIVES

FEE SCHEDULE:

<u>Asset Value</u>	<u>Annualized Fee</u>
\$ 75,000 – 149,999	1.50%
\$ 150,000 – 499,999	1.25%
\$ 500,000 – 999,999	1.00%
\$1,000,000 – 1,999,999	0.80%
\$2,000,000 - +	0.70%

_____ ANNUAL PERCENTAGE DEBITED FROM CLIENT'S ACCOUNT

ADMINISTRATIVE REPORTING FEE

\$12.50 PER QUARTER PER ACCOUNT

ACCOUNT RESTRICTION DIRECTIVES

- ___ I have **no restrictions** at this time.
___ Place the **following restrictions** on my account(s).

Account Name (print)

Client Signature (or Fiduciary / Trustee)

Date

Account Name (Print)

Client Signature (or Fiduciary / Trustee)

Date

IAR (Print)

RIA Firm

Date