

DATE

Mr. Client Name

Title

Company

Street Address

City, State Zip

Sent Via E-Mail and Courier: ()

Re: Service Agreement with R.V. Kuhns & Associates, Inc.

Dear Client Name,

R.V. Kuhns & Associates, Inc. ("RVK") is pleased to provide our investment consulting services to () (the "Client"). Upon the execution of this Agreement, RVK shall provide strategic investment consulting advice as described in Exhibit A. This agreement, consisting of () pages and Exhibit A, is effective as of: **Make sure this date coincides with the next quarter's billing (1/1, 4/1, 7/1, or 10/1) unless the effective date occurs on the first day of the quarter in paragraph three below.*

For the services specified in this Agreement, the Client agrees to pay an annual fee of \$ for services rendered to the Client. The fees for services rendered shall be payable in quarterly installments, net 30-days, upon invoicing by RVK. Invoices shall be directed to Mr./Ms. Client Name; Title; Company Name; Street Address; City, State, and Zip. RVK shall have the right to halt or terminate entirely its services until payment is received on past due invoices.

The annual fee shall be guaranteed for () years, after which effective **Make sure this billing date coincides with the next quarter's billing (1/1, 4/1, 7/1, or 10/1) unless it occurs on the first day of the quarter.* RVK's fee would be adjusted annually by the greater of three percent (3%) or the percentage change in the consumer price index (CPI-U) for the previous twelve (12) months. The fee shall also be revised by amendment with prior Client notification should the scope of Client requests exceed RVK's standard advisory services, or should the nature or intensity of the Client's requests require review of RVK's costs for an amendment of services.

This Agreement is not subject to a minimum commitment and may be canceled by either party immediately, though verbal or written notification, and for any reason. Any verbal notice shall be followed up in writing within one (1) month and delivered to either party. The notice shall be sent to the Client or RVK at the addresses listed below:

name	Ms. Tracy Fox
title	Corporate Librarian
client name	R.V. Kuhns & Associates, Inc.
address	111 S.W. Naito Parkway
City, state, zip	Portland, Oregon 97204-3512

In the event this Agreement is terminated mid-quarter, the fees shall be prorated through the date of termination. Unless otherwise determined, upon termination of this Agreement, RVK shall deliver all finished or unfinished documents, reports, summaries, lists, charts, graphs, or materials prepared for the Client for the last quarter of service.

RVK acknowledges that it is a fiduciary under this Agreement and as a fiduciary, it will discharge each of its duties and exercise each of its powers with the care, skill, prudence, and diligence under the circumstances that a prudent investor acting in like capacity and familiar with such matters would use in the conduct of any enterprise of like character with like aims.

RVK shall discharge its duties hereunder with respect to the Client solely in the interest of the Client. RVK shall not, knowingly, in any capacity, represent or act on behalf of a party whose interest is adverse to the Client or its participants or beneficiaries in any transaction involving the Client. RVK shall not receive any consideration for its personal account from any party dealing with the Client in connection with a transaction involving the assets of the Client.

RVK agrees to comply with all applicable laws and regulations in the performance of its duties under this Agreement. RVK will regard as confidential all information concerning the affairs of the Client.

RVK is registered with the Securities and Exchange Commission (the "SEC") and files a disclosure statement (Form ADV) with the SEC. RVK is required to provide a copy of the ADV Form Part II to all newly retained clients. Annual updates shall be directed to **Mr. Client Name; Title; Company Name; Street Address; City, State, and Zip.**

Additionally, pursuant to Rule 204-2, paragraph (a)(10), RVK is required to keep executed agreements on file in order to remain in compliance with the SEC's regulatory requirements. Executed Agreements shall be directed to: **ATTN.: Johnny Fang; R.V. Kuhns & Associates, Inc.; 111 S.W. Naito Parkway; Portland, Oregon 97204-3512.** Furthermore, in conformance with Section 205(a)(2) of the Investment Advisers Act, neither the consultant representing RVK nor the Client shall assign, subcontract, or otherwise transfer its rights and duties under this Agreement without prior written approval from an authorized representative of the Client.

RVK's advice to the Client pursuant to this Agreement is limited to providing data, analysis of such data and recommendations. The Client shall retain absolute discretion over, and responsibility for the implementation of any of RVK's recommendations. RVK shall make its recommendations and prepare its reports based on information obtained from a wide variety of public and private sources, including, in the case of investment managers, copies of their Form

ADV, periodic questionnaires, and commercially marketed databases in which investment managers participate.

Although the information collected by RVK is believed to be reliable, RVK cannot guarantee the accuracy or validity of such information and, unless performed by RVK, the uniformity of the manner in which such calculations are made. The Client understands that the prior performance of an investment manager is not necessarily indicative of such investment manager's future results.

If the Client requests that RVK provide assistance in the selection of an investment manager, RVK shall, after receipt of appropriate information from and about the Client, recommend investment managers and corresponding investment vehicles which appear suitable for the Client, based on the Client's stated investment objectives, risk/return expectations, and projected liquidity needs.

RVK shall not be liable for the conduct of investment performance, either historical or prospective, of any investment manager recommended by RVK and selected by the Client.

RVK shall have no responsibility to manage Client assets or exercise any investment discretion with respect to Client assets. In addition, RVK shall not be responsible for rendering any legal advice to the Client or preparing for the Client any legal, accounting or actuarial documents.

The Client shall provide or instruct their accountant, third party administrator, benefit consultant, actuary, custodian bank, investment manager(s), and legal counsel to provide RVK with any and all necessary and appropriate information, including account reports and Client documents, as requested by RVK in order to successfully service the Client.

The Client agrees and understands that, in providing services under this Agreement, RVK will rely on the information provided by the Client and its advisors. RVK shall not be required to verify or audit any information so obtained, and shall not do so, unless requested to do so under a separate written agreement. All information and recommendations furnished by RVK to the Client shall be regarded as confidential. All information and documentation provided to RVK by Client shall be regarded as confidential.

If the foregoing meets with your approval, please sign both copies of the service agreement. Return one to this office using the enclosed envelope and keep the other for your files.

Best regards,

Rebecca A. Gratsinger, CFA
Chief Executive Officer, Director, Principal Shareholder

Approval:

This Agreement shall be subject to the written approval of name of client authorized representative(s) and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties. Upon execution, the amendment would supersede any and all existing agreements or understandings between parties.

This Agreement, consisting of () pages and Exhibit A, is executed by the person(s) signing below who warrant that they have the authority to execute this contract.

Client Name

Authorized Signature_____

Authorized Signature_____

Name (print) _____

Name (print) _____

Title (print) _____

Title (print) _____

Date Executed_____

Date Executed_____

R.V. Kuhns & Associates, Inc.

Authorized Signature_____

Authorized Signature_____

Name (print) _____

Name (print) _____

Title (print)_____

Title (print)_____

Date Executed_____

Date Executed_____

EXHIBIT A: General Advisory Services

- Investment consulting advice to the Client in setting investment objectives; assisting with the preparation and/or revision of investment policy guidelines including the selection of target rates of return and allocation of assets among various asset classes and investment vehicles; monitoring asset allocation of Client's assets and recommending changes as necessary; and assisting with the transition to new investment options.
- Quarterly investment monitoring; reviewing the selection of investment funds according to the investment policy and other appropriate standards. Reports required under this agreement shall be directed to ATTN: Mr. Client Name; Title; Organization; Street Address; and City, State, and Zip.
- A representative of the Firm shall attend client meetings, as determined by the Client and RVK, to explain the investment advisory activities and present any reports related thereto.
- Assisting with investment manager searches as required by the Client based on the Client's philosophy and performance objectives; evaluating the investment managers' proposals and presentations made to the Client; and quarterly investment manager performance analysis against appropriate indices and peer groups.
- Due diligence monitoring/reviewing of investment managers; conducting on-site visits of managers as needed; providing periodic review of investment manager fees with recommendations for action to be taken to ensure appropriate fee structure; providing advice in the planning, oversight and review of asset transitions among investment managers and investment vehicles.
- Providing client education on investment principles, topics, and vehicles as requested, or deemed necessary.

Expanded Advisory Services:

Other projects as directed and approved by the Client and RVK not listed above shall be considered outside of our general retainer fee and shall be billed separately upon mutual agreement.