

For your convenience, you may type information directly into the appropriate fields in this application.

Once completed, please print, sign and return the form to our office.

Alternately, you may print the form and complete by hand. Please see page two for detailed instructions.



Confidential
Investment Management
Application

Stack Financial Management, Inc.
2472 Birch Glen, Suite A
Whitefish, MT 59937-3349
(800) 790-5001 (406) 862-8000
FAX: (800) 798-6889

INSTRUCTIONS:

1. Complete **PART I – Account Application.**

Complete **PART IA – Account Funding.**

- If you intend to transfer an existing brokerage account, please include a copy of your latest brokerage statement.
- If you intend to transfer stock certificates in your possession, please list them under “Securities Listing.”

Complete **PART II – Financial & Investment Profile.**

Complete **PART III – Management Agreement.**

2. Sign & date page 8.

- For joint accounts, all account holders must sign.
- For institutional accounts, all trustees, or officers, or partners must sign.

3. Return all 8 pages to SFM at 2472 Birch Glen, Whitefish, MT 59937 or fax to 1-800-798-6889.

- If transferring an existing brokerage account, please include a copy of your latest brokerage statement.
- If an institutional account, please include plan documents which indicate your authority to sign for the account (corporate papers, trust documents, or retirement plan instruments).

DO NOT SEND CHECKS OR STOCK CERTIFICATES WITH THIS APPLICATION.

We will process your account application within 48 hours after receipt and priority mail your brokerage account application for completion as the final step to opening your account with Stack Financial Management.

Please call our office at 1-800-790-5001 if you have questions about how to complete this form.

PART I – Account Application

FOR INTERNAL USE ONLY:
SFM Acct #: _____
Schwab Acct #: _____

PRIMARY ACCOUNT OWNER/TRUSTEE:

Name: _____ Spouse's Name: _____
SSN: _____ Date of Birth: _____ Approx. Net Worth: _____
Mailing Address: _____ State of Legal Residence: _____
City: _____ State: _____ Zip: _____
Physical Address (if different from mailing address): _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Business Phone: _____ FAX: _____
Cell Phone: _____ E-mail Address: _____
I prefer to be contacted at: Home Business Cell Best time to call: _____
Retired (Y/N): ____ If No, Occupation: _____ Business Name: _____
Business Address: _____
Mother's maiden name (for security identification purposes): _____

ADDITIONAL ACCOUNT OWNER/TRUSTEE:

Name: _____ SSN: _____
Date of Birth: _____ Retired (Y/N): ____ If No, Occupation: _____
Business Name: _____ Business Phone: _____
Business Address: _____

Other than Account Owner(s), information about this account may be released to:

Name: _____ Relationship: _____
Name: _____ Relationship: _____

ACCOUNT INFORMATION:

Account Type (choose one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Joint with Rights of Survivorship | <input type="checkbox"/> IRA Rollover | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Tenants in Common | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> Retirement Plan |
| <input type="checkbox"/> Custodial Account | <input type="checkbox"/> SEP-IRA | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Other: <i>Please specify</i> _____ | | |

Title of Account: _____

If IRA, please provide the following information:

Primary Beneficiary(ies): _____
Contingent Beneficiary(ies): _____

If Trust, please provide the following information:

Type of Trust: _____ Dated: _____
Governed by the State of: _____ Account Tax ID #: _____

If Retirement Plan or Corporation, please provide the following information:

Company/Employer Name: _____ Plan Tax ID#: _____

PART IA – Account Funding

Accounts may be funded by check, wire, transferred securities, or by transferring an existing brokerage account. Please note that all securities transferred to your account with SFM are subject to sale at any time without notice, and that not all securities are eligible for transfer into a managed account with SFM. If you would like to transfer securities, we will review holdings and inform you which are eligible for inclusion. At that time, we will provide you with instructions as to how to complete transfer of your securities.

Approximate Starting Value of Account: \$ _____

How do you plan to fund your account?

- Existing Schwab Account #: _____
- By Check (*do NOT include a check at this time*).
- By wire (*we will provide wire instructions once the account is open*).
- Securities transferred from another brokerage firm.
(*Please include a copy of your most recent account statement and cost basis for any assets in taxable accounts*).
- Securities in my possession. (*Please list below*).

Tax Status of Account: Taxable Tax-deferred Tax-exempt

Withdrawal Options (check any that apply):

- I/We wish to make withdrawals of \$ _____ from the account.
 - Monthly Quarterly Annually
- I/We wish to withdraw cash dividends.
 - Monthly Quarterly Annually

Securities Listing:

Complete this section if you intend to transfer stock certificates in your possession or if you are transferring existing positions from a brokerage firm and you have a taxable account. Attach additional pages if necessary.

<i>Security Name</i>	<i>Purchase Date</i>	<i>Number of Shares</i>	<i>Cost Basis per Share</i>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

PART II – Confidential Financial and Investment Profile

How would you rate your general knowledge of the securities markets?

Limited Average Extensive

How many years have you been investing in the stock market? _____ years

Please describe your specific goals for the capital in this account (i.e., fund retirement, educate children, major expenditures, etc.):

Please list any securities in which the investment activity in this account is limited by legal or SEC restrictions:

Please supply any additional information which we should be aware of in managing this portfolio:

Please select the portfolio category which most closely fits your investment objectives for this account:

1. **Capital Appreciation Portfolios**

Designed for investors whose primary objective is conservative growth. Income is not a primary consideration. These portfolios are particularly well suited for value-oriented investors seeking to maximize their retirement or long-term savings, and who have over 10 years until retirement or anticipated capital withdrawals. This strategy selects companies with strong internal growth characteristics and a history of success. These firms are typically market leaders in their core business. While valuation is important, the emphasis is on growth at a reasonable price. Investments may include:

- Predominantly small- to mid-cap stocks, with some large-cap stocks.
- Growth mutual funds, including capital appreciation opportunities in sector funds.
- International stocks (ADRs), including emerging markets.
- Defensive positions in precious metals stocks or bear market funds if conditions warrant.
- Money market funds or T-bills.

2. **Value & Dividend Portfolios**

Designed for those who want a consistent and relatively high level of dividend income, as well as capital appreciation potential. This option is most suitable for conservative clients, who want more stable returns and a lower level of price volatility, or retired investors seeking current income from their portfolio. This strategy identifies quality companies that are undervalued or temporarily out of favor, but offer solid earnings and attractive dividend yields. Investments may include:

- Predominantly mid-cap and large-cap stocks, with some small-cap stocks.
- Growth & income and equity income mutual funds, with some sector funds.
- International stocks (ADRs).
- Defensive positions in precious metals stocks or bear market funds if conditions warrant.
- Other income investments, including corporate or Treasury bonds, REITs and CDs.
- Money market funds or T-bills.

The following risk profile questionnaire will help us assist you in determining if the portfolio category you have selected appears to fit your investment personality. Please check the response that most closely corresponds to your situation. For personal accounts, please answer for the account owner(s). For institutional accounts, please answer with regard to the plan owner(s) or beneficiary(ies).

- How many years are available for portfolio growth before assets will be regularly withdrawn?
 < 5 years 5-9 years 10-15 years > 15 years
- What percent of your total investment portfolio will be placed under management with SFM?
 > 75% 50-75% 25-50% < 25%
- Approximately what percentage of annual income (if any), must this portfolio generate?
 > 75% 50% 25% 0%
- How many years until retirement?
 Currently retired 1-10 years 10-20 years > 20 years
- Rate your emotional ability to withstand investment losses:
 Low Moderate High (can tolerate losses)
- How important is preservation of portfolio assets?
 Portfolio preservation is the primary consideration. I(we) don't want to lose any principal.
 Portfolio preservation is important, but I(we) are willing to assume some risk of capital in order to achieve higher returns.
 I(we) are not as concerned about short-term losses as about achieving maximum gains over the long run.

For use by SFM

PART III – Investment Management Agreement

This Agreement confirms my understanding with regard to my investment advisory relationship with Stack Financial Management, Inc. (the Advisor), hereafter referred to as SFM. Subject to the terms of this Agreement, I (the “Client”) authorize and appoint SFM as investment manager of my securities investments and cash (the “Portfolio”) held in account with an independent custodial firm (the “Custodian”).

Investments will be directed in accordance with my investment objectives specified by me (or later amended) in the SFM Confidential Financial and Investment Profile and effective upon confirmation in writing by SFM. I understand that SFM is not engaged in financial planning, and that investment decisions are based upon my stated objectives for the assets which I have placed within the Portfolio and not upon my entire financial profile.

SFM will utilize the investment philosophy and technical indicators developed by InvesTech Research. Investment decisions for my Portfolio will be based on a variety of factors related to my individual objectives and will not necessarily be made in accordance with any model portfolio, printed information, or investment newsletter edited by James B. Stack. I understand that all investments in equities, bonds, and mutual funds involve risk, and that investment decisions can result in losses as well as gains. I acknowledge that I am aware of the risks involved and that SFM cannot guarantee that my investment objectives will be met or that my Portfolio will achieve any specific standard of performance.

1. Confidentiality: All information furnished by the Client to SFM or advice furnished by SFM to the Client shall be considered confidential and shall not be disclosed to any third party except as required by law, or as directed by either party in writing. Notice and communications between SFM and the Client shall be directed to the addresses listed (or later amended) on the SFM Account Application.

2. Brokerage and Custody: I consent and authorize SFM to act as attorney in fact to execute, in its sole discretion, without prior consultation with me, brokerage transactions for the Portfolio through my account with the Custodian. SFM shall not have custody of the Portfolio or take or have possession of any assets of the Client. Client may withdraw cash or securities from the Portfolio upon 10 days written notice to SFM. I understand that I am responsible for all fees and commissions charged by the Custodian, and/or mutual fund sales or redemption fees which may be deducted from the assets of the account for the maintenance and trading of the Portfolio.

3. Account Management Fee: As compensation for its services, I agree to pay SFM the fees as set forth below:

<u>Account Value</u>	<u>Annual Fee</u>
\$400,000 - \$749,999	1.40%
\$750,000 - \$1,249,999	1.20%
\$1,250,000 - \$2,999,999	1.00%
\$3,000,000 - \$4,999,999	0.85%
\$5,000,000 - \$10,000,000	0.75%

Fees are payable in advance on a quarterly basis and are due within 15 days after the start of the quarter. Fees are based on the market value of all assets in the Portfolio at the close of the last business day of the preceding quarter. For a new account, the initial quarterly fee is due beginning with the first full quarter following acceptance of this Agreement and establishment of my account. SFM will provide me a notice of the fee statement including the amount of the fee, the value of the Portfolio upon which the fee is calculated and the calculation of the fee. By execution of this Agreement, I provide express written authorization for SFM to also direct all fee statements to the Custodian for payment from my account each quarter.

4. Termination: This Agreement will remain in force until termination, which may be effected at any time by either party upon 30 days written notice to the other party. In the event of termination, the Client will be entitled to a prorated refund of the unused portion of any prepaid fees extending beyond the termination date. I understand that I may rescind this agreement within 5 business days of its execution without incurring any fees. This Agreement is not assignable by either party without prior written consent of the other party.

5. Portfolio Allocation: I understand that SFM acts as advisor to other clients and that SFM or its affiliates may take action, publish, or render advice which may differ from the advice given or action taken with respect to my Portfolio. I understand that transactions in a specific security may not be executed for all clients at the same time or at the same price. SFM shall have the right to allocate such transactions among clients in a manner deemed equitable by SFM.

6. Arbitration: Any claims or disputes of any nature between the parties relating to this Agreement shall be settled by arbitration in accordance with the Rules of Procedure of the American Arbitration Association. Arbitration shall be held in the County of Flathead, State of Montana. The decision of the Arbitrator(s) shall be final and binding upon both parties and the judgment upon the award may be entered in any court of competent jurisdiction. The parties expressly agree that the Client and SFM are engaged in transactions involving interstate commerce and that the enforceability and validity of this arbitration provision shall be governed and interpreted pursuant to the provisions of the Federal Arbitration Act. In the event that either party commences arbitration to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to costs and attorneys fees.

7. Severability: The parties understand that if any provision of this Agreement is held by the courts to be illegal, unenforceable or in conflict with the applicable state law, the validity of the remaining portions shall not be compromised.

8. Representation and Disclosure: SFM is registered as an investment advisor with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, and has obtained such other registrations, filings and authorizations required by any state or local government that may be necessary for the performance of its obligations pursuant to this Agreement. SFM represents that nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law. I acknowledge receipt of a copy of SFM's Form ADV Part II, as required by Rule 204-3 under the Investment Advisers Act of 1940.

9. Entire Agreement; Governing Law: This Agreement constitutes the entire agreement of the parties with respect to the management of the Portfolio and can be amended only by written document signed by the parties. Except as provided in Section 6, this Agreement shall be governed by the laws of the State of Montana.

For employee benefit plans subject to ERISA, please read and complete the following section:

The Client maintains an employee benefit plan known as _____ (the "Plan") which is subject to the Employment Retirement Income Security Act of 1974, as amended ("ERISA"). The trustee of the trust fund created pursuant to the Plan is _____ (the "Trustee").

Proxies: Decisions on the voting of portfolio securities will be made by the entity designated within the plan document. If no provision for proxy voting is made within the plan, portfolio securities will be voted by SFM in accordance with U.S. Department of Labor Regulations regarding ERISA.

Representations: SFM acknowledges that the Portfolio is owned by the Plan which is an employee benefit plan within the meaning of Section 3 of ERISA. SFM acknowledges that it is a fiduciary with respect to the Plan and the Portfolio within the meaning of Sections 3(38) and 402(a)(2) of ERISA.

The Client represents that it is authorized under the applicable plan and trust instruments to appoint an investment manager to direct the Trustee in the management, acquisition, and disposition of all or part of the Portfolio held by the Trustee for the Plan, to enter into this Agreement on behalf of the Plan, and that this Agreement is consistent with the Plan. Client will notify SFM in the event of any changes in the Plan and shall provide SFM with copies of all relevant Plan instruments.

Bonding: SFM agrees to maintain during the effectiveness of this Agreement such bonding as may be required by ERISA.

- *If joint account, all joint owners must sign.*
- *If trust account, retirement plan or partnership, all trustees, officers, or partners must sign.*

Client Name: _____ Title (if corporation, trust, etc.): _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

SFM, Inc. Accepted By: _____ Title: _____ Date: _____

(The effective date of this Agreement shall be the date of its acceptance by SFM.)