

# MARSHALL & SULLIVAN GUIDELINES

## EXHIBIT B

**PAYMENT METHOD:** The Client may indicate by initialing one of the options below how to arrange payment of Advisor's fee. If left blank, Advisor will assume the first option is selected.

Advisor is authorized to invoice \_\_\_\_\_ (Account Number) directly for its fees, although it will simultaneously send a copy of its bill to the Client. The Client will be responsible for verifying the accuracy of the fee calculation -- the Custodian will not determine whether the fee is calculated properly. The Client agrees to instruct Custodian to pay such fees directly to Advisor.

Advisor is authorized to invoice the Client directly for the payment of its fees. Any such payment will be made to Advisor by separate check, and under no circumstance will any fee be deducted from amounts held in the Account.

**GUIDELINES:** Client hereby directs Advisor to manage the account as one of the following:

Moderate Growth

Growth

Aggressive Growth

Moderate Growth and Income

Growth and Income

Aggressive Growth and Income

Income

**Income Accounts:** The investment committee will determine percentage of and type of bonds in income accounts unless noted here.

% in bonds \_\_\_\_\_

Government

Municipal

**SPECIAL INSTRUCTIONS:** Please state on client questionnaire

### **SCHEDULE I:**

The Client hereby directs that account custodian to be \_\_\_\_\_. Transactions for the Account should be executed through \_\_\_\_\_ (the "Directed Broker") account number \_\_\_\_\_. In selecting the Directed Broker, the Client has the sole responsibility for negotiating commission rates and other transaction costs with the Directed Broker. Although Client has selected a Directed Broker, Client agrees that Advisor will not be required to effect any transaction through the Directed Broker if Advisor reasonably believes that to do so may result in a breach of its duties as a fiduciary. Client understands that by instructing Advisor to execute all transactions on behalf of the Account through the Directed Broker, a disparity may exist between the commissions borne by the Account and the commissions borne by Advisor's other clients that do not direct Advisor to use a particular broker-dealer. Client also understands that by instructing Advisor to execute all transactions on behalf of the Account through the Directed Broker, Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if Advisor was able to place transactions with other broker-dealers. Client also may forego benefits that Advisor may be able to obtain for its other clients through, for example, negotiating volume discounts or block trades. If the Account is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or similar government regulation, Client represents that the Directed Broker is capable of providing best execution for the Account's brokerage transactions, and that the commission rates that Client negotiated are reasonable in relation to the brokerage and other services received by the plan. Client will monitor the services provided by the Directed Broker to assure that the plan continues to receive best execution and pay reasonable commissions. Client represents that the use of the Directed Broker is for the exclusive benefit of the plan.

### **SCHEDULE II:**

I understand there will be a management fee of \_\_\_\_\_% based on assets of my account under management. This is an annual fee billed quarterly in advance.

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CLIENT:**

\_\_\_\_\_  
Individual Name

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Joint Name

\_\_\_\_\_  
Joint Signature

**ADVISOR:**

**MARSHALL & SULLIVAN, INC.**  
1001 Fourth Avenue Plaza Suite 4131  
Seattle, Washington 98154

By: \_\_\_\_\_