

INVESTMENT CONSULTING SERVICES AGREEMENT

This Investment Consulting Services Agreement is entered into between the Board of Investors of the Oklahoma Economic Development Generating Excellence (EDGE) Trust Fund (the "Board") and _____ ("Consultant") on this ____ day of _____, 2012.

WHEREAS, the Board is statutorily authorized and empowered to retain investment consultants necessary and prudent to manage the Oklahoma EDGE Trust Fund pursuant to Title. 62, § 47 of Oklahoma Statutes; and,

WHEREAS, the Board desires Consultant to act as an investment consultant; and,

WHEREAS, the Board issued a Request for Proposals for Investment Consulting Services dated _____ ("RFP"); and,

WHEREAS, the Consultant is willing to accept the duties and responsibilities of an investment consultant to the Oklahoma EDGE Trust Fund;

NOW, THEREFORE, in consideration of the mutual considerations provided in this Agreement, the Board and Consultant agree as follows:

1. Appointment. Consultant will act as investment consultant with respect to the investments of the Fund for which the Board appoints it as investment consultant.

2. Compensation. Fees for investment consulting services provided by Consultant to the Board shall consist of a retainer based fee on all services but does not include development or implementation of alternative investment assets and strategies.

The annual retainer based fee shall be:

- \$xx0,000 for period December 1, 2011 to November 30, 2012
- \$xx0,000 for period December 1, 2012 to November 30, 2013
- \$xx0,000 for period December 1, 2013 to November 30, 2014
- \$xx0,000 for period December 1, 2014 to November 30, 2015
- \$xx0,000 for period December 1, 2015 to November 30, 2016

The fees detailed above shall be reduced as specified in the following instances:

- (1) By \$1,000 for each documented instance of Consultant submitting materially inaccurate information to the Board in those instances where the Consultant identifies said inaccuracy.
- (2) By \$2,000 for each documented instance of Consultant submitting materially inaccurate information to the Board in those instances where the Board, or its staff, identifies said inaccuracy.
- (3) By \$3,000 for each documented instance of Consultant submitting information to the Board after mutually agreed upon deadlines.

Any report submitted by Consultant to Board shall be subject to only a single fee reduction of each type detailed above, but shall be subject to all three types of fee reduction if warranted.

All fees will be billed quarterly, in arrears, in equal installments by Consultant to the Board, except that any reduction in fees resulting from submission of materially inaccurate information or information submitted after mutually agreed upon deadlines by Consultant shall be realized in the subsequent quarterly billing and reduce the billed amount by the full amount of the reduction in fees specified above.

3. Term. This contract is an annual contract and can be renewed annually for up to four years at the discretion of the Board, provided there are no material changes to the terms of the contract.

4. Consulting Services. Consultant shall perform all of the services described in Section V of the Board's RFP. Consultant shall perform these services consistent with Consultant's proposal in response to the Board's RFP. The RFP and Consultant's proposal dated September 2011 are both specifically incorporated herein by reference.

5. Fiduciary Status of Consultant. The Consultant agrees to act as a "fiduciary" with respect to the Board within the meaning of Section 3(21)(A) of the Employee Retirement Income Security Act of 1974 ("ERISA") and observe the standards applicable to a "fiduciary" within the meaning of ERISA.

6. Confidentiality. All work and activities by Consultant for the Board shall be strictly confidential, and Consultant shall in no instance discuss the Board's account with the press or any other affiliated parties unless expressly authorized by the Board.

7. Delivery of Form ADV, Part II. Consultant is registered as an investment adviser under the Investment Advisers Act of 1940, as amended. Pursuant to such Act, Consultant has delivered with this Agreement a true and complete copy of Part II of its Form ADV to the Board. The Board acknowledges: (1) receipt of a copy of Part II of Consultant's Form ADV; (2) that delivery of Part II of Form ADV does not imply that the U.S. Securities and Exchange Commission has made any recommendation of Consultant; and (3) the Board has the right to terminate this Agreement, without penalty, within ten (10) days of the date of the Agreement.

8. Compliance with Legal and Ethical Requirements. The Consultant shall comply with all applicable foreign, international, federal, state, county and local laws, regulations, ordinances, registrations, filings, approvals, authorizations, consents and examinations and ethical requirements ("Legal Requirements"), and all provisions required by such Legal Requirements to be included in this Agreement are hereby incorporated by reference.

9. Replacement of Consultant's Agents. Upon demand by the Board, the Consultant shall replace any Agent assigned to perform services under this Agreement who the Board determines is unable to effectively execute the responsibilities required by this Agreement.

10. Liability. Notwithstanding any provision to the contrary in this Agreement, in the RFP, or in Consultant's proposal, nothing shall be construed to limit either party's liability or either party's remedies at law or in equity in the event of a material breach of this Agreement.

11. Audit or Examination of Records.

- (1) The Consultant agrees that any authorized representative of the Board shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, paper, and records of the Consultant relating to this contract.
- (2) All records relating to this contract, with the exception of custodian statements and records, shall be retained for seven (7) years following the date of final payment or completion of any required audit, whichever is later.
- (3) Compliance with the clause does not relieve the Consultant from retaining any records required by other laws or regulations of federal, state or local government units.

12. Effective Date. This Agreement shall be effective the ____ day of _____, 2012.

13. Termination and Assignment. This Agreement shall continue in effect until terminated by either party by giving to the other party notice in writing at least thirty (30) days prior to the effective date of termination. This Agreement shall not be assignable by either party without the consent of the other party. After the effective date of termination, the parties' respective obligations hereunder shall cease, provided, however, that a termination shall not affect the parties' rights and obligations arising prior to the date of termination. Final billing by Consultant shall be prorated to the effective date of termination.

14. Modification of Agreement. This Agreement may be amended only by a written instrument signed by the Board and Consultant.

15. Notices. All notices, requests, demands or other communications required or desired to be given hereunder or under any law now or hereafter in effect shall be in writing. Such notices shall be deemed to have been given if delivered by facsimile with telephone confirmation of receipt, or by overnight courier, or if mailed by first class registered or certified mail, postage prepaid, and addressed as follows (or to such other address as either party from time to time may specify in writing to the other party in accordance with this notice provision):

If to the Board

Board of Investors of the
Oklahoma EDGE Trust Fund
2300 N. Lincoln, Rm 217
Oklahoma City, OK 73105
Telephone (405) 521-3191

If to Consultant:

16. Governing Laws and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma (without regard to the legislative or judicial conflict of laws rules of any state), except to the extent superseded by Federal law. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Agreement, such lawsuit or other proceeding shall be filed in and conducted in Oklahoma County, Oklahoma, State of Oklahoma.

17. Entire Agreement. This Agreement, the Request for Proposal, any proposal or other information submitted in response to the request for proposal and any and all Exhibits, Schedules and Appendices attached hereto, contain the entire and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all previous oral and written agreements or understandings, and all contemporaneous oral and written negotiations, commitments, understandings and communications between the parties relating to the subject matter of this Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement shall control over any conflicting provision in the RFP, and the RFP shall control over any conflicting provision in Consultant's proposal.

18. Exhibits, Schedules and Appendices. The Exhibits, Schedules and Appendices attached hereto are incorporated in and made a part of this Agreement by reference. If any conflicts, inconsistencies or ambiguities should arise between or among this Agreement and the incorporated documents, the following precedence shall be used to interpret the requirements of this Agreement:

(1) The terms of this Agreement; and (2) the terms of the Exhibits, Schedules and Appendices according to the order in which they appear.

19. Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Severability. The terms and provisions of this Agreement shall be deemed to be severable one from the other, and determination at law or in a court of equity that one term or provision is unenforceable shall not operate so as to void the enforcement of the remaining terms and provisions of the entire Agreement, or any one of them, in accordance with the intent and purpose of the parties hereto.

IN WITNESS WHEREOF, the Board and Consultant have executed this Agreement as of the day and year written above.

**BOARD OF INVESTORS FOR THE
OKLAHOMA EDGE FUND ("BOARD")**

By: _____

Title: Chairman of the Board and State Treasurer

("CONSULTANT")

By: _____

Title: _____