

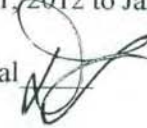
# **Exhibit R**


**TERMS OF PURCHASE OF AUM AT DANIEL FRISHBERG FINANCIAL SERVICES, INC.**

**March 11, 2010**

1. Assets Under Management [AUM] transferred to NEW RIA [Barrington Financial Advisors – Post Oak] will be held at Charles Schwab Institutional in a separate master account and kept separate from Barrington Financial Advisors, Inc. master accounts.
2. A separate Portfolio Management Agreement drafted with Daniel Frischberg (DF) to be .50% of AUM paid from New RIA [Barrington Financial Advisors – Post Oak] quarterly after client quarterly billings are collected by New RIA [Barrington Financial Advisors – Post Oak]. This agreement may be assigned with approval of William C Heath (WCH) based upon opinion of current custodian and RIA Compliance consultant. Agreement will state performance standards for Portfolio Manager acceptable to DF and WCH. Failure to meet or beat the standards will constitute grounds for replacement. This compensation is not to be considered as part of the Purchase Payments and will be an operating expense of New RIA [Barrington Financial Advisors – Post Oak]. Portfolio Manager may not have access to client files, Schwab client accounts or data and trades will be placed by New RIA [Barrington Financial Advisors – Post Oak] trader who will become an employee of New RIA [Barrington Financial Advisors – Post Oak].
3. A separate Executive Management Agreement drafted with WCH or his designees for \$300,000 per year paid quarterly after client quarterly billings are collected. Dollar amount will be increased by 10 percent per year with a cap of \$350,000. This compensation is not to be considered as part of the Purchase Payments and will be an operating expense of New RIA [Barrington Financial Advisors – Post Oak].
4. Effective date of the Purchase by New RIA [Barrington Financial Advisors – Post Oak] of AUM from DF will be February 1, 2010 but subject to the clients in question signing the New RIA [Barrington Financial Advisors – Post Oak] Asset Management Agreement. It is anticipated that the client signings and transition of AUM will begin as soon as possible prior to the Financial Transition date April 1, 2010. New RIA [Barrington Financial Advisors – Post Oak] will promptly seek each client's signing of the Asset Management Agreement. Billings to clients and collection of the 2<sup>nd</sup> Quarter asset management fee is to occur as soon as possible. New RIA [Barrington Financial Advisors – Post Oak] will be not be responsible for operating expenses until Asset Management Fees have been collected.
5. The new RIA will be called Barrington Financial Advisors – Post Oak. The entity maybe of a form of organization best suited for operational efficiency and tax minimization. Barrington Financial Advisors – Post Oak will open a separate bank account and will maintain a separation of funds throughout the 5 year Purchase term.
6. Purchase Price of the AUM of DF shall be for term of 5 years commencing February 1, 2010. Payments will be at a percentage of New RIA [Barrington Financial Advisors – Post Oak] Net Income after Income Taxes. Payments from [Barrington Financial Advisors – Post Oak] will be 70% for year 1 [February 1, 2010 to January 31, 2011], 60% for year 2 [February 1, 2011 to January 31, 2012], 50% for year 3 [February 1, 2012 to January 31, 2013] and 40% for years



DF Initial 

WCH Initial 



4[February 1, 2013 to January 31, 2014] and 5[February 1, 2014 to January 31, 2015].

Calculation of payments will be quarterly and payments made on or before 30 days past the quarter's end. Payments will be made to DF or his designees and will continue until the end of the 5 year term or January 31, 2015.

7. WCH to determine and manage the operations of New RIA [Barrington Financial Advisors – Post Oak] with input from DF and other authoritative sources.
8. New RIA [Barrington Financial Advisors – Post Oak] will pay month to month rent for use of space, equipment, software, furnishing & machines at an agreed price per month to DF or his designees commencing April 1, 2010. DF must provide New IRA [Barrington Financial Advisors – Post Oak] with any sublease approvals from landlords or appropriate parties. The monthly rent will be at an amount that is agreed to by DF and WCH or if an agreement cannot be reached, an independent appraiser.
9. New RIA [Barrington Financial Advisors – Post Oak] will add to its payroll, those staff employees determined by WCH to be needed to run the operations of the New IRA [Barrington Financial Advisors – Post Oak] efficiently and effectively.
10. New RIA [Barrington Financial Advisors – Post Oak] will use DF's current Client Asset Management Agreement and Payment Authorization forms which will be signed by each client.
11. New RIA [Barrington Financial Advisors – Post Oak] will buy \$500,000 term life Key Man policy on WCH as an Executive Replacement Policy.
12. New RIA [Barrington Financial Advisors – Post Oak] will buy \$500,000 term life Key Man policy on DF as protection to for any financial losses caused by DF's death and the loss of clients or portfolio management services.
13. ~~New business referred to New RIA [Barrington Financial Advisors – Post Oak] by DF or his organizations will compensated by an increase in Portfolio Management Fees and an increase in Purchase payout. After the 5 year Purchase term, a referral fee agreement will be entered into by DF or his designees and New RIA [Barrington Financial Advisors – Post Oak] providing it meets with Industry RIA Compliance Standards. The referral fee will be 20% of the Client's AUM fee quarterly paid quarterly for 2 years from engagement date of client and collection of AUM quarterly fees. [REWRITE OR DELETE #13]~~
14. New business developed by WCH during the 5 year Purchase period will be placed in Barrington Financial Advisors – Houston and its Charles Schwab master accounts.
15. A sign will be installed in the Post Oak office and the building directory identifying New RIA [Barrington Financial Advisors – Post Oak]. The same will be applicable for the San Antonio office as long as it is to remain open.

DF Initial



WCH Initial



16. Additional RIA affiliates developed by DF, WCH or BFA will be separate RIA's but will be licensed to use the name "Barrington Financial Advisors" and a royalty rate to be determined. Said royalty will be paid to BFA – new company.
17. It is anticipated that at a future date, the consideration of a holding company will be discussed to own those companies determined by DF and WCH and the ownership will be divided between DF and WCH on a basis determined by independent appraisers on the values of those businesses at the time of the roll up.
18. This Purchase Transaction will be subject to review and disclosure from DF attorney to WCH attorney of all SEC finding. If finding are acceptable by WCH attorneys and DF attorneys, this purchase will proceed forward for legal documentation.

*Alan C. [Signature]* 3/29/10

*Dave [Signature]* 3/29/10

DF Initial *[Signature]*

WCH Initial *[Signature]*