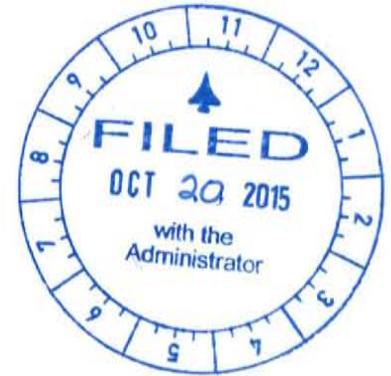


STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
204 NORTH ROBINSON, SUITE 400
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Onstott & Associates, Inc. (CRD No. 116508) and
Charles O. Onstott, Jr. (CRD No. 2437649),

Respondents.

ODS File 15-022

AGREEMENT

THIS AGREEMENT is entered into between and among Onstott & Associates, Inc. (“OAI”), Charles O. Onstott, Jr. (“Onstott”) (collectively, “Respondents”), and the Administrator of the Oklahoma Department of Securities (the “Department”) (collectively, the “Parties”), as of the Effective Date set forth below.

OAI became registered under Oklahoma’s securities laws as an investment adviser in May 1996 and remains registered under the Oklahoma Uniform Securities Act of 2004 (the “Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), as an investment adviser.

Onstott is the President and Chief Compliance Officer of OAI and has been registered under Oklahoma’s securities laws as an investment adviser representative of OAI since May 1996.

In September 2014, the Department commenced an examination of the records of OAI pursuant to Section 1-410(D) of the Act and 660:11-7-45 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (effective August 1, 2013) (“Rules”). During the examination, the Department discovered deficiencies in Respondents’ compliance with post-registration reporting and custody requirements imposed by the Act and Rules.

Since the examination, Respondents have voluntarily taken the following actions to cure certain of the deficiencies: Onstott updated the “Other Business” section of his Form U4; OAI removed the outdated references to “OC Financial” from its website, plangroup.com; OAI updated its Form ADV to reflect the broker-dealer with which Douglas Claycomb (CRD No. 4751115), an investment adviser representative of OAI, is currently associated; and OAI amended its Form ADV to remove all incorrect references to Tegesta Capital, LLC.

Respondents voluntarily enter into this Agreement to resolve the remaining deficiencies, related to custody. Respondents waive the initiation of an individual proceeding and adjudication of any issue of law or fact.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondents and the subject matter of this Agreement.
2. **Custody Requirements.** Within thirty (30) days of the Effective Date of this Agreement:
 - a) Respondents will provide the Department with written notice, and supporting documentation, that i) Respondents have terminated their investment advisory relationships with the Hansen Family Trust dated February 1, 1989, or ii) Onstott has resigned as trustee of the Hansen Family Trust; or
 - b) OAI will become compliant with i) the applicable safekeeping requirements under Rule 660:11-7-48(b), ii) the post-registration reporting requirements under Rule 660:11-7-31(b), unless waived by 660:11-7-48(b)(8)(D), and iii) the applicable record keeping requirements under 660:11-7-41(b).
3. **Continued Compliance.** Once OAI becomes compliant with Rule 660:11-7-48(b), Rule 660:11-7-31(b), and Rule 660:11-7-41(b), OAI will remain compliant with those Rules.
4. **Civil Penalty.** Within thirty (30) days of the Effective Date of this Agreement, OAI will pay a civil penalty in the amount of \$2,000 to the Department's Investor Education Revolving Fund.
5. **No Coercion.** Respondents enter into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission.
6. **Public Record.** This Agreement is a public record and will be available for public examination, pursuant to Section 1-607 of the Act.
7. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the examination commenced in 2014, except as provided for in paragraphs 8, 9, and 10 below.
8. **Future Examinations.** Nothing in this Agreement limits or restricts the right of the Administrator, or a representative thereof, from conducting a future examination of the records of OAI to determine whether Respondents have

complied with this Agreement.

9. **Failure to Comply.** If Respondents fail to comply with this Agreement, the Administrator may, in his discretion and without prior notice to Respondents or opportunity for hearing, issue an order suspending Respondents' registrations under the Act until Respondents have completed the requirements of the Agreement, and/or may take any other action authorized by law.

10. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action in connection with information obtained by the Administrator against Respondents, the Administrator may assist in such action as authorized by law.

11. **Entire Agreement.** This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the Parties hereto.

12. **Applicability.** This Agreement applies only to the activities of Respondents, and to no others. It is further agreed that the execution of this Agreement does not mean that the Administrator has approved, condoned or passed in any way upon the merits or qualifications of, or recommended, the transactions to which it relates or any future securities transactions.

13. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

The Parties have executed this Agreement as of the date and year set forth below their signatures hereto.

ONSTOTT & ASSOCIATES, INC.

By: 
Charles O. Onstott, President

Date: 10/1/15



CHARLES O. ONSTOTT

Date: 10/1/15

OKLAHOMA DEPARTMENT OF SECURITIES

By: 
Irving L. Faight, Administrator

Date: October 20, 2015