

STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
204 NORTH ROBINSON, SUITE 400  
OKLAHOMA CITY, OK 73102-7001



In the Matter of:

Tree Line Capital, LLC (CRD No. 282456),

Respondent.

ODS File 18-084

**AGREEMENT**

This agreement is entered into between Tree Line Capital, LLC (“**Respondent**”) and the Administrator of the Oklahoma Department of Securities (the “**Administrator**” and the “**Department**”) (collectively, the “**Parties**”).

Respondent was registered under the Oklahoma Uniform Securities Act of 2004 (the “**Act**”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011 and Supp. 2017), as an investment adviser representative until December 31, 2017, when Respondent failed to renew its registration. Respondent has been conducting its investment advisory business since December 31, 2017, without the benefit of registration.

The Parties wish to settle this matter without litigating the merits of the allegations set forth above.

The Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over Respondent and the subject matter of this agreement.
2. **Civil Penalty.** Respondent shall pay a civil penalty in the amount of \$500 to the Department’s Investor Education Revolving Fund within thirty (30) days of the date of this agreement.
3. **Registration.** Within five (5) days of the date of this agreement, the Administrator shall cause Respondent’s pending registration under the Act to become effective as of January 1, 2018.
4. **No Coercion.** Respondent enters 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. Respondent has had the

opportunity to consult with legal counsel and any other advisers of his choice with respect to the contents of this agreement.

5. **Public Record.** This agreement is a public record and will be available for public examination, pursuant to Section 1-607 of the Act.

6. **Consideration.** In consideration for this agreement, the Administrator will not take further action against Respondent in connection with the allegations set forth above, except as provided for in paragraphs 7 and 8 below.

7. **Failure to Comply.** If Respondent fails to comply with this agreement, the Administrator may issue, without advance notice to Respondent, an order suspending Respondent's registration under the Act until Respondent is in compliance and may take any other action authorized by law.

8. **Limitation on Agreement.** Nothing in this agreement prohibits 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 from the Administrator against Respondent, the Administrator may assist in such action as authorized by law.

9. **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 is binding unless executed in writing by each of the Parties hereto.

10. **Applicability.** This agreement applies only to the activities of Respondent, 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.

11. **Severability.** The Parties intend as follows:

- a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case

that provision will be disregarded; and

- b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written.

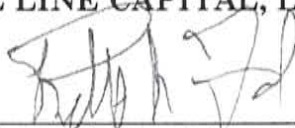
12. **Counterparts.** If the Parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

13. **Governing Law.** The laws of the state of Oklahoma, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

14. **Effectiveness; Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

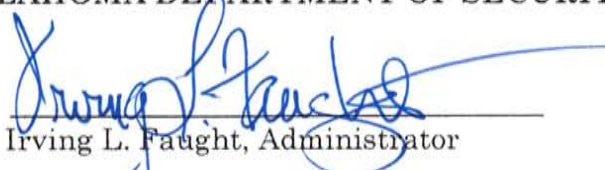
Each party is signing this agreement on the date stated immediately below that party's signature.

**TREE LINE CAPITAL, LLC**

By:   
Robert L. Ford, President

Date: 2-14-2017

**OKLAHOMA DEPARTMENT OF SECURITIES**

By:   
Irving L. Faught, Administrator

Date: 2/15/18