

INVESTMENT FIDUCIARY & RETIREMENT PLAN CONSULTING AGREEMENT

<input checked="" type="checkbox"/> ADVICE RE THIRD-PARTY MANAGERS: Based on the Plan’s IPS or other investment guidelines established by the Plan, Advisor will review the third-party investment managers available to the Plan and will make recommendations to assist Sponsor with selecting a manager to manage some or all of the Plan’s investments. Once Sponsor approves the manager(s), Advisor will provide reports, information and recommendations, on a periodic basis, designed to assist Sponsor with monitoring the managers. If the IPS criteria require any manager to be removed, Advisor will provide recommendations to assist Sponsor with evaluating replacement managers.	OR	<input type="checkbox"/> MANAGEMENT OF THIRD-PARTY MANAGERS: Advisor will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an IPS or other documentation that contains criteria from which Advisor will select, monitor and replace the Plan’s third-party investment managers. Once the IPS is approved, Advisor will select appropriate managers to manage all or a portion of the Plan’s investments. Advisor will monitor the manager(s) in accordance with the IPS and will replace any manager(s) that is no longer meeting the IPS criteria. Advisor must have a limited power of attorney in order to hire any managers on behalf of the Plan.
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Advisor will provide the Plan consulting services (the “**Consulting Services**”) identified below: (check all that apply)

RETIREMENT PLAN CONSULTING SERVICES
Administrative Support
<input checked="" type="checkbox"/> Assistance, as needed, with reviewing plan objectives and features available through the plan
<input checked="" type="checkbox"/> Review Plan committee structure and administrative policies/procedures
Oversight of Relationship with Service Provider
<input checked="" type="checkbox"/> Assist with process to select, monitor and replace service providers
<input checked="" type="checkbox"/> Review of service providers disclosures and fee benchmarking
<input checked="" type="checkbox"/> Provide reports and/or information designed to assist plan sponsor with monitoring service providers.
<input checked="" type="checkbox"/> Vendor transition support and coordination of Plan conversion
<input checked="" type="checkbox"/> Assist with preparation and review of Requests for Proposals (RFPs) and/or Information (RFI) upon request*
Investments
<input checked="" type="checkbox"/> Coordinate committee meetings to monitor investment performance
<input checked="" type="checkbox"/> Deliver updates to committee regarding market and economic conditions as necessary or upon request
<input checked="" type="checkbox"/> Review of investment objectives and/or IPS as needed or upon request
<input checked="" type="checkbox"/> Educate Plan committee members, as needed, regarding available investment options and strategies

* Additional Project-Based Fees may apply; please see Appendix B.

Excluded Items

Sponsor acknowledges and agrees that the only responsibility of Advisor is to render the Services hereunder. Advisor will not be responsible for any of the following:

- a) providing any services to, any other plan other than the Plan unless delegated to and accepted in writing by Advisor under a separate agreement or the appendices hereto;
- b) any Services other than in connection with a class of investments to the extent selected above and will not be responsible for providing recommendations or advice concerning other investments (e.g., employer securities, unallocated accounts, mutual fund windows or brokerage accounts, etc.);
- c) arranging for the execution of securities transactions through a broker-dealer the Sponsor believes can provide best execution;
- d) the administration of the Plan or for the interpretation of Plan documents, the determination of Participant eligibility, benefits, vesting, distribute notices to Participants, the approval of the distributions to be made by the Plan, or any other action with respect to the management, administration or any other aspect of the Plan;
- e) Advisor does not provide the Services as a fiduciary to an investment contract, product or entity that holds the Plan’ assets; nor does it perform recordkeeping or brokerage services to the Plan;
- f) the duties of a trustee or plan administrator;

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- g) maintaining or restoring (as applicable) the compliance of the Plan with the Internal Revenue Code of 1986, as amended (the “Code”), and other applicable law, or for other service providers’ compliance with applicable law, including but not limited to the Code;
- h) any obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by the Plan or with respect to any legal proceedings, including class action lawsuits or bankruptcies, it being understood that such responsibilities lie with either Sponsor or another party appointed by Sponsor—irrespective of the Plan’s provisions;
- i) providing legal or tax advice to Sponsor, the Plan or the Participants (and Sponsor agrees to seek the advice of its own legal and tax advisors as to all Plan matters).

2. FEES

2.1 Amount and Billing Mode

Sponsor agrees to pay Adviser a fee covering all charges for Services (the “Fees”). Sponsor agrees to pay Adviser for its Services rendered hereunder, in accordance with the fee schedule attached hereto as **Appendix B**. Adviser receives no direct or indirect compensation related to the assets of the Plan, which has not been disclosed in **Appendix B**.

2.2 Direct Debit of Fees

Unless Adviser agrees to invoice Sponsor directly for its Fees, as noted in this Section 2, Sponsor hereby authorizes Adviser to invoice the Plan’s custodian for the Fee and directs and authorizes the custodian to deduct the Fee from the Plan’s Account. Sponsor hereby directs and authorizes Adviser to instruct the custodian to send Sponsor a statement, at least quarterly, indicating all amounts disbursed from the Account including the Fee paid from the Account. Sponsor acknowledges that it is Sponsor’s responsibility to verify the accuracy of the calculation of the Fee and that the custodian will not determine whether the Fee is accurate or properly calculated.

2.3 Additional Fees and Adjustments

The Plan may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Plan, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Unless Adviser agrees otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Account during that period or (ii) any partial withdrawal of assets from the Account during that period. If this Agreement is terminated by Adviser or by Sponsor, Adviser will refund certain Fees to Sponsor to the extent provided in Section 8 of this Agreement. Unless Adviser agrees otherwise, all Fees shall be based on the total value of the assets in the Account without regard to any debit balance.

2.4 Valuation

In determining the value of the Account for purposes of calculating any asset-based Fees, Adviser may rely upon the valuation of assets provided by Sponsor or the Plan’s custodian or recordkeeper without independent verification. If, however, there are circumstances which, in the Adviser’s judgment, render the custodian’s valuation inappropriate, Adviser will value securities listed on any national securities exchange at the closing price on the principal exchange on which they are traded (unless there are circumstances which in Adviser’s judgment render a different method of valuation more appropriate), and will value any other securities in a manner determined in good faith by Adviser to reflect fair market value. In all events, Sponsor acknowledges that any such valuation will not be any guarantee of the market value of any of the assets in the Plan.

3. NON-EXCLUSIVITY

Sponsor understands that Adviser may give advice or take actions for other clients that differ from the advice given or the timing or nature of any action taken for the Account. In addition, Adviser may, but is not obligated to, purchase or sell or recommend for purchase or sale any security, which Adviser may purchase or sell for their own accounts or the account of any other client. Adviser has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.

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4. CUSTODY OF ASSETS AND OTHER SERVICES

Custody of all Plan assets will be maintained with a third party custodian selected by Sponsor (“**Custodian**”), and Adviser will not have custody of any Plan assets. Plan recordkeeping will be provided by a third party recordkeeper selected by Sponsor, and Sponsor will be solely responsible for paying all fees or charges of the Custodian and recordkeeper. Adviser will not be responsible or liable for recommendations or services rendered by third party service providers (“other provider”) or the other provider’s compliance with applicable laws, including the Code and ERISA.

Adviser will not act as custodian for the Assets, but may issue such instructions to the Custodian as may be appropriate in connection with the performance and/or settlement of transactions authorized by the Sponsor under the terms of this Agreement. Instructions of the Sponsor to Adviser and/or Custodian shall be made in writing unless the Adviser, in its sole discretion, determines that an instruction may be given orally. Adviser reserves the right to require the Sponsor to confirm oral instructions via first class mail, e-mail or facsimile as soon as practical following receipt of oral instructions. Adviser shall instruct all brokers, dealers, investment companies, insurance companies, etc. executing orders on behalf of the Plan to forward to the Sponsor and/or Custodian copies of all confirmations promptly after execution of transactions.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SPONSOR

Sponsor represents, warrants and covenants with Adviser as follows:

- a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the Services and/or products provided. Sponsor acknowledges that it has received and read this Agreement and the Services and Fees disclosed herein prior to entering into, renewing or extending this Agreement and that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable.
- b) This Agreement is binding on Sponsor and does not violate any prior obligation or agreements, and the Governing Documents (and related custodial or annuity documents) permit payment of the Fees out of Plan assets.
- c) Sponsor is solely responsible for the Plan’s compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including Sponsor’s obligation to obtain and maintain for the period of this Agreement any bond in the requisite amount which may be required and all federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information which may apply to the Plan or the Sponsor.
- d) Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits.
- e) Sponsor will cooperate fully with Adviser in providing the Services. Sponsor authorizes Adviser to deliver documents and communicate with Plan and Participants or beneficiaries through the use of electronic means, including electronic mail and posting to a website. Sponsor, and not Adviser, is responsible for determining whether the use of such electronic communication complies with the applicable law.
- f) Any individual signing this Agreement on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to Adviser or any of its affiliates; and (ii) has the power and authority under the Governing Documents to appoint investment advisors, managers and consultants under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with applicable law.
- g) Sponsor agrees to promptly provide Adviser with any amendments to the Plan’s Governing Documents that are reasonably expected to alter or affect Adviser in the performance of Services under this Agreement in accordance with Section 10.
- h) Sponsor acknowledges that investments fluctuate in value, and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

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- i) Sponsor acknowledges that Adviser may share the Plan's information among registered investment advisor affiliates which may have supervisory responsibilities over Adviser, only to the extent necessary.
- j) If Sponsor has directed Adviser to use a certain broker-dealer, Adviser is not responsible to seek best execution for transactions in the Account and the Plan may pay higher brokerage fees than if Adviser were authorized to direct transactions to another broker-dealer that could provide best execution.
- k) Sponsor understands that Adviser will have no responsibility for the diversification of all of the Plan's investments, and will have no duty, responsibility or liability for Plan assets that Adviser has not been engaged hereunder to provide Discretionary Fiduciary Services for.
- l) With respect to any Discretionary Fiduciary Services, Sponsor has duly appointed Adviser in accordance with the applicable provisions of the **Governing Documents** to manage the assets of the Plan.
- m) No person or entity other than Sponsor has, or will exercise, the discretionary authority to appoint or terminate Adviser or to negotiate this Agreement, and each individual who can exercise such authority is exclusively employed by or associated with Sponsor or its affiliates.
- n) Neither Sponsor nor any subsidiary or affiliate of Sponsor is affiliated with any counterparty that could reasonably be expected to be involved with investment transactions for the Plan.
- o) The Plan is offered only in conjunction with one or more third party administrators or other providers that have adequate operational capabilities.

6. REPRESENTATIONS OF ADVISER

Adviser represents as follows:

- a) Adviser is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), and will maintain such registration.
- b) Adviser has the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- c) Adviser agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- d) In providing IRA rollover educational information, Adviser may provide general information to Participants on retirement plan distributions. Any Services to Participants that include discussions about individual distributions or how to invest the proceeds of a distribution will be performed under a separate agreement with the Participant.

7. STANDARD OF CARE; INDEMNIFICATION; LIMITS ON LIABILITY; DATA DISCLOSURE

7.1 Standard of Care

The sole standard of care imposed on Adviser in performing any investment fiduciary service(s) is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement will be deemed to limit any responsibility that Adviser may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

7.2 Indemnification

Sponsor agrees that the only responsibilities of Adviser hereunder are to render the Services specifically selected in Section 1 of this Agreement. Adviser agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Adviser's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by Adviser contained in Section 6 of this Agreement; provided, Adviser is not liable for any indirect, special, consequential or exemplary damages.

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Sponsor agrees to defend, indemnify and hold Adviser harmless from any and all liabilities and claims, including damages, court costs, reasonable legal fees and costs of investigation which arise from: (i) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (ii) Adviser's reliance or any action taken by Adviser in reliance upon any instruction(s) and/or information received by Adviser from Sponsor; (iii) any breach of Sponsor's representations and warranties set forth in this Agreement; (iv) any cause of action brought by the Sponsor, Plan participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by Adviser's intentional misconduct, gross negligence or breach of fiduciary duty; (v) any cause of action brought by a third party related to any other employee benefit plans sponsored by Sponsor which is not covered by this Agreement; (vi) any cause of action brought by a third party related to the Plan or any plan which arose as a result of actions or conduct prior to the Effective Date of this Agreement; and (vii) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow Adviser's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If Adviser is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay Adviser's reasonable costs, including the costs of its personnel and counsel, unless Adviser is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

If Sponsor stock is held by or offered as an investment option under the Plan, or if Participants may invest the assets in their accounts through individual brokerage accounts, a mutual fund window or other similar arrangement, Adviser shall have no responsibility or liability with respect thereto.

7.3 Limits on Liability

In no event shall Adviser be liable for special, indirect, punitive, incidental, or consequential damages of any kind whatsoever, including lost profits. Further, neither party shall be liable for damages of any nature whatsoever in excess of the total amount paid or due and payable by Sponsor under this Agreement.

7.4 Data Disclosure; Information from Sponsor and Third Parties

Sponsor will promptly notify Adviser of any errors in completeness in any of the data, analyses, opinions, or other information it provides to Adviser in connection with the rendering of Services hereunder. Adviser will not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

Adviser will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that Adviser cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Adviser's control.

The Services provided by Adviser are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Adviser is entitled to rely upon all information necessary for it to carry out its duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by Adviser. Sponsor represents that all such information provided to Adviser is and shall be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify Adviser in writing of any material change in the information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.

Adviser is authorized by Sponsor to obtain all information from the Plan's other service providers, including recordkeepers, investment managers, the Plan's trustee and Plan's administrator as Adviser may reasonably require. Sponsor authorizes plan custodian, product vendor, trustee or any third party responsible for any aspect of plan operation to promptly release said information to Adviser immediately upon request.

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8. TERM; TERMINATION

This Agreement and the authorizations provided herein are continuous and shall remain in full force and effect and be relied upon until either party terminates this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Adviser will be entitled to a pro-rata amount of compensation. Any unearned fees paid in advance will be refunded. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 7, 11 and 10) will survive any expiration or termination of this Agreement. Upon termination, Adviser will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate immediately if Sponsor does not implement Adviser's recommendations.

9. PROXIES; CLASS ACTION LAWSUITS

Sponsor acknowledges and agrees that Sponsor expressly retains the right and obligation to vote proxies, and agrees that Adviser is precluded from voting proxies for the Plan. Adviser will not be obligated to take action or render any advice involving legal action on behalf of Sponsor with respect to securities or other investments held by the Plan, or the issuers thereof, which become the subject of legal notices or proceedings, including bankruptcies. Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits. Sponsor further acknowledges that Adviser will not be responsible for prospectus delivery.

10. NOTICES

All written notices to any party under this Agreement shall be sent to such party by hand, first class mail, facsimile transmission, e-mail, or by certified mail, return receipt requested, at the address set forth on the signature page, or such other address as such party may designate in writing to the other, or by such other means as may be agreed to by the parties from time to time.

11. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Any disputes relating to this Agreement between the parties hereto shall be adjudicated in Hillsborough County, Florida.

12. ARBITRATION

All disputes, actions or controversies between Sponsor and Adviser or its affiliates, including any of Adviser's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by Adviser under this Agreement, or the construction, performance or breach of this or any other agreement between Adviser or an affiliate and Sponsor, whether entered into prior to, on or subsequent to the date hereof, will be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties will engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator will be shared equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter will be settled by binding arbitration under JAMS. Unless the parties can agree on a single arbitrator, the matter will be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators selected by the parties. Judgment upon any award rendered by the arbitrator(s) will be final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

- a) Arbitration is final and binding on the parties.

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- b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent the waiver would violate applicable law.
- c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

13. ACKNOWLEDGEMENT

Sponsor acknowledges that before this Agreement was entered into, Advisor provided to Sponsor information regarding Services, compensation, fiduciary obligations and conflicts of interest, including Advisor's Form ADV Part 2, and any supplements required by law; Advisor's Privacy Policy (if applicable); and this Agreement. Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision in determining the Services to be: (i) necessary for the operation of the Plan; and (ii) reasonable and appropriate based upon the compensation to be paid for the Services.

The "Effective Date" of this Agreement shall be the date it is signed by the Sponsor below, unless a different date is specified:

The Effective Date shall be: _____, _____.

14. MISCELLANEOUS PROVISIONS

15.1 Captions

Section headings are for convenience only and are not of substantive effect providing.

15.2 Severability

It is understood by the parties that if any provision, duty, obligation or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

15.3 Entire Agreement

This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

15.4 Assignability

No assignment of this Agreement shall be made without the express written consent of all parties in accordance with the Act.

15.5 Effect

This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

15.6 Modification

The Agreement may be modified, including without limitation the Services to be provided by Adviser or the Fees charged by Adviser: (i) by written agreement between Adviser and Sponsor; or (ii) the Adviser may propose to increase or otherwise change the Fees charged, to change the Services provided, to assign the Agreement or otherwise modify this Agreement by

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giving Sponsor at least 60 days advance notice of the proposed change. The notice will be given in the manner described in Section 11 above. The notice will: (i) explain the proposed modification of the Fees, Services, assignment or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor’s right to reject in writing the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Sponsor rejects any change to this Agreement proposed by Adviser, then Adviser will not be authorized to make the proposed change. In that event Sponsor will have an additional 60 days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Adviser) to locate a service provider in place and instead of Adviser. If at the end of such additional 60-day period (or such additional time period as agreed by Adviser), the parties have not reached agreement, this Agreement will automatically terminate.

15.7 Waiver of Limitation

Nothing in this Agreement will in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under federal or state securities laws.

IN WITNESS WHEREOF, Adviser and Sponsor hereby execute this Agreement:

ADVISOR	
By:	
Print Name:	Taylor Boyd
Title:	Senior Partner
Street Address 1:	2050 Main Street
Street Address 2:	Suite 510
City, State, Zip:	Irvine, CA 92614
Email Address:	Taylor.Boyd@baldwin.com
Date:	

SPONSOR	
By:	
Print Name:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip:	
Email Address:	
Date:	

ACCEPTANCE BY OFFICER OF ADVISOR	
By:	
Print Name:	Darin Gibson
Title:	Managing Director
Date:	

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APPENDIX A: PLAN PROFILE	
Legal Name of Plan	
Company Tax ID #	
Company Name	
Company Address	
Plan Type	
Plan Inception Date	
Plan Sponsor	
Name of Plan Administrator(s)	
Address	
Primary Contact Phone	
Email	
Corporate Trustee	
Company Name	
Corporate Trustee Address	
Primary Contact Phone	
Email	

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Appendix B: Fee Schedule

The Fees will be determined in one of the following ways for the Assets (and if applicable, for the DB Assets):

Assets Under Management: Advisor will bill the Plan quarterly, in arrears (as applicable under the Billing Mode elected below), an asset-based fee for providing the Services. Sponsor agrees that the Fees will be based upon the value of assets held in custody by the Plan's custodian (such assets being referred to herein as the "Account") excluding the value of any assets invested in Plan participants' self-directed brokerage accounts, using closing prices at quarter end (or the asset value of a specified date, in the event Fees are calculated on a prorated basis), at one-quarter of the annual rates set forth below:

Amount: Advisor's Fee will represent a pro rata portion of an annual fee: *(check one of the following)*

- Equal to ____% of the value of the Account; or
 Determined according to the schedule below.

Plan Assets	Fees
\$0 to \$1,000,000	\$7,500
\$1,000,001 to \$3,000,000	75 basis points
\$3,000,001 to \$10,000,000	50 basis points
\$10,000,001 to \$20,000,000	35 basis points
\$20,000,001 to \$40,000,000	25 basis points
\$40,000,001 to \$75,000,000	15 basis points
\$75,000,001 to \$150,000,000	10 basis points
\$150,000,001 +	negotiable

Fees will be payable in full within thirty (30) days in accordance with the elected billing mode. The above schedule, if applicable, will provide for the Fee to be the stated amount or percentage corresponding to the total Account value (such that all of the Account assets are subject to the lowest annual fee corresponding to the Account value), unless the Sponsor makes the following election for the Fee to be:

- blended, such that each tier of assets is subjected to the indicated Fee rate and such rates are blended to determine a percentage of the Account value.

Billing Mode:

- Fees will be charged quarterly in advance;
 Fees will be charged quarterly in arrears; or
 Determined according to Recordkeeper policies.

Flat Fee: \$_____ per year flat annual fee, payable quarterly, in advance/arrears (as applicable under the Billing Mode elected above) of the period for which Services are to be rendered. The stated annual fee may be increased each year with a cost of living adjustment.

Project-Based Fee: If applicable, Advisor will charge as a one-time, Project-Based Fee to provide one or more of the above-referenced Services or, alternatively, for:
_____ as follows:

Amount Due

Date Due

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\$ _____ or Payable upon delivery.

Advisor has received, or expects to receive, the following non-cash compensation in connection with Adviser's rendering of the Services (include nature, value and source, if applicable):

None

Sponsor authorizes Advisor to bill all invoices for Services under this Agreement by: (check one of the following)

Invoice third-party directly. (Must complete third-party's required form)

Invoice Sponsor directly. (invoice will be sent to address noted in Sponsor's signature below unless notice is provided otherwise)

Sponsor agrees and acknowledges that billing invoices to a third-party will be for the convenience of the parties to this Agreement and will not relieve Sponsor of its full responsibility for the payment of all amounts due to Advisor under this Agreement. Sponsor further agrees to pay all billed amounts that are not paid on Sponsor's behalf in a timely manner. Sponsor is urged to review all invoices and to verify the accuracy of the calculation of all amounts billed and paid under this Agreement.

In the event that Sponsor instructs Advisor to bill the Plan directly, but the Plan fails to pay any invoice within thirty (30) days of the date thereof, Sponsor authorizes Advisor to bill the Plan's custodian with respect to that invoice in the manner set forth herein. The fees set forth herein do not cover any execution, custody, clearing or settlement services provided by Advisor or Advisor's affiliates or investment management fees of investment managers retained by Sponsor.