



RETIREMENT PLAN ADVISORY & CONSULTING AGREEMENT

This Retirement Plan Advisory and Consulting Agreement (“Agreement”) dated _____ (the “Effective Date”), by and between Acorn Asset Management (“Adviser”), a registered investment adviser under the Investment Advisers Act of 1940 (the “Advisers Act”) and _____ (“Client”), an employer sponsoring the _____ (“Plan”) which is a [participant-directed] retirement plan qualified under the Internal Revenue Code of 1986, as amended (“Code”) and subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

The Client (or other authorized representative(s)) of the Plan named above in its capacity as a fiduciary for the Plan (the “Plan Fiduciary”) has requested that the Adviser provide certain services relating to the Plan in accordance with ERISA and the related regulatory guidance from the U.S. Department of Labor (“DOL”). This Agreement sets forth the responsibilities of the Client, Plan Fiduciary, and Adviser with respect to such services. Investment Advisory and Consulting Services Adviser shall provide the Fiduciary Services and Non-Fiduciary Services (together, “Services”) selected by the Plan Fiduciary set forth in Schedule A (Description of Services), attached hereto and incorporated by reference.

Preparation of IPS

If the Plan Fiduciary selects “Preparation of Investment Policy Statement,” the Adviser acknowledges and agrees that such services involving the Adviser’s assistance in the preparation of an investment policy statement (“IPS”) on behalf of the Plan are fiduciary in nature. If the Plan Fiduciary selects a “Qualified Default Investment Alternative (“QDIA”)” Service,” the Adviser acknowledges and agrees that such service involving the Adviser’s assistance in the selection of a QDIA as set forth on Schedule A is fiduciary in nature.

Non-Discretionary Investment Advice

If the Plan Fiduciary selects “Non-Discretionary Investment Advice,” the Plan Fiduciary hereby appoints the Adviser. Adviser accepts such appointment as the investment adviser and fiduciary to the Plan within the meaning of ERISA Section 3(21) with respect to the specific investments recommended by Adviser to the Plan Fiduciary in connection with the Services on behalf of the Plan, and only to the extent that Adviser’s investment recommendations are implemented for the Plan by the Plan Fiduciary. The Plan Fiduciary acknowledges and agrees that the fiduciary investment responsibilities of the Adviser shall be limited to those of a nondiscretionary investment adviser and shall not include any other “trustee responsibility” as that term is defined under ERISA Section 405(c)(3). The Plan Fiduciary understands that when it selects Non-Discretionary Investment Advice, it has the sole responsibility for determining whether to implement any recommendations from the Adviser. The Plan Fiduciary acknowledges that it is not required to implement any of the recommendations or otherwise conduct business through the Adviser and that the Adviser has no responsibility for decisions made by the Plan Fiduciary that are inconsistent with the Adviser’s advice.

Discretionary Participant Investment Advice

If the Plan includes a brokerage window in its investment options and if the Plan Fiduciary selects “Discretionary Participant Investment Advice,” the Plan Fiduciary authorizes Adviser to make available and provide discretionary fiduciary investment advice to Plan participants who independently elect to work with and appoint Adviser to manage their assets through the Plan’s brokerage window.

Co-Fiduciary Responsibility

As a co-fiduciary, the Adviser shall be responsible for another person's breach of its fiduciary duties only if the Adviser acts imprudently with respect to its specific fiduciary obligations under this Agreement and only if such imprudence enables the other person to breach its fiduciary duties.

Termination; Cancellation; Assignment

This Agreement will continue in effect until terminated by either party. Either party may terminate the Agreement at any time by giving thirty (30) days signed written notice to the other party. In the event that either party terminates this Agreement, any previously paid fees will be prorated to the date of termination, and the Client will be refunded any unearned portion of those fees. Any such additional fee and any other unpaid fee shall be paid concurrently with the notice of termination if given by the Client and within five (5) business days following the notice of termination by the Adviser.

The Client acknowledges and agrees that Adviser shall cease to provide any Services following the termination of this Agreement and that Adviser will cease to have timely access to information concerning the Plan. As a result, the Client acknowledges and agrees that, regardless of the reason for the termination, the Adviser shall have no responsibility with respect to the ongoing investment of any assets of the Plan following a termination, even if the Plan continues to be invested in accordance with Services provided by Adviser prior to the termination.

Neither the Client nor the Adviser may assign this Agreement without the express prior written consent of the other party within the meaning of the Advisers Act and/or any applicable state securities law.

Compensation

Adviser shall receive a fee for its Services at an annual rate that is calculated as an asset-based fee based on a percentage of the Plan's assets as provided in Schedule B. Adviser's fee shall be payable in installments on a periodic basis as specified in Schedule B. If this Agreement becomes effective on a day other than the first day of a full installment period or ceases to be effective on a day other than the last day of a full installment period, the Adviser's fee for that period shall be prorated based on the length of time the Agreement is in effect during that period.

The Client acknowledges and agrees that the Adviser's fees are reasonable in light of the services to be provided by the Adviser. The Client acknowledges and agrees that the Adviser's fees are established for each Client of Adviser based on the circumstances of such Client and that the Adviser may charge any client a different fee, in its sole discretion, than the fee established for the Client.

The Client agrees to pay, or cause to be paid from the Plan's assets, the fee payable to the Adviser in accordance with this Agreement. By signing this Agreement, the Client authorizes the custodian holding the Plan's assets to pay the Adviser's fee directly to the Adviser pursuant to the terms set forth on Schedule B. Any fees remaining unpaid by the Client after otherwise due shall be due and payable immediately by the Plan. All unearned fees shall be returned to the Client on this basis.

Plan Documents and Information

The Client shall provide or make available to the Adviser on a timely basis any information as may be reasonably requested by the Adviser to perform Services on behalf of the Plan, and the Client shall be responsible for ensuring that such information is accurate and complete, including without limitation any requested copies of plan documents, plan census information, and financial statements relating to the Plan trust or participant accounts. The Client acknowledges and agrees that delivery of any Performance Monitoring Reports or Investment Reports described in Schedule A is subject to the timely delivery of necessary information to the Adviser. The Adviser is not responsible for verifying the accuracy of the statements or other information provided by or on behalf of the Plan Fiduciary or a third party. The Client agrees to promptly notify the Adviser in writing of any material change in such information provided to the Adviser.

Any instructions or directions to the Adviser from the Client, including but not limited to the Plan Fiduciary, must be properly authorized and consistent with the provisions of the Plan and ERISA. The Adviser shall have no duty to investigate the propriety of any such instructions or directions. The Client authorizes the Adviser to communicate with and obtain information from investment providers, financial professionals, recordkeepers, or other third parties providing services for the Plan.

Representations, Warranties, and Disclosure of Plan Fiduciary

The Client makes the following representations and warranties:

- a.** The Client has the power and authority to enter into and perform this Agreement, the terms of the Agreement are not in conflict with the Plan document or any other governing agreement relating to the Plan or its related trust, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- b.** The Plan's assets are in the custody of a "qualified custodian" as defined under Rule 206(4)-2 under the Investment Advisers Act of 1940 (the "Advisers Act").
- c.** The Client acknowledges and agrees that, except as and unless expressly elected by the Client in Schedule A, the Adviser shall not exercise any discretionary authority or control over the management or disposition of Plan assets or have the power to manage, acquire, or dispose of any Plan assets.
- d.** The Client acknowledges and agrees that the Adviser does not warrant or guarantee any level of performance by any of the Plan investments. The Client understands that the Plan and its participants assume the market risk involved with regard to the investment of Plan assets.
- e.** The Client acknowledges and agrees that any personal investment-related services provided by the Adviser to individuals, including services relating to an individual's personal investment account, are unrelated to the services provided to the Plan under this Agreement.
- f.** An unsigned copy of this Agreement, including Schedule B (which is intended to provide certain fee disclosures under Section 408(b)(2) of ERISA and the regulations thereunder), was provided reasonably in advance of the date of the Client's entering into this Agreement.
- g.** The Client shall fully cooperate with the Adviser in the Adviser's performance of Services under this Agreement. In furtherance of the foregoing, the Client shall authorize the Plan's recordkeeper to provide Adviser with such information or data regarding the Plan and the Plan's assets (and earnings or losses thereon) that Adviser reasonably requests in connection with the Services provided under this Agreement.
- h.** The foregoing acknowledgments, representations, warranties, and agreements are continuing and are understood to be relied upon by Adviser, and the Client will promptly notify Adviser in writing in the event that any of the foregoing acknowledgments, representations, warranties, or agreements are, or are anticipated to be, no longer true.

Representations, Warranties, and Disclosures of Adviser

Adviser makes the following representations and warranties:

- a.** The Adviser has the power and authority to enter into and perform this Agreement. There are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- b.** Adviser is a registered investment adviser under the Advisers Act and shall maintain such registration through the term of this Agreement. All personnel assigned by the Adviser to render the Services hereunder shall be appropriately licensed as required by law. The Adviser shall not delegate any functions described in Schedule A covered by applicable securities laws to non-licensed employees.

- c. The Services provided under this Agreement will be provided by the Adviser as an investment adviser registered under the Advisers Act and, to the extent described in this Agreement, as a fiduciary within the meaning of ERISA Section 3(21), as applicable.
- d. The Adviser will not receive any compensation, direct or indirect, for its Services under this Agreement, except for the fees disclosed in Schedule B.
- e. The foregoing acknowledgments, representations, warranties, and agreements are continuing and are understood to be relied upon by the Client, and the Adviser shall promptly notify the Client in the event that any of the foregoing acknowledgments, representations, warranties, or agreements are, or are anticipated to be, no longer true.

Communications with Plan Participants

The Client and Adviser agree that, in the performance of Services, the Adviser may, from time to time, directly communicate with Plan participants (including terminated participants) and beneficiaries. Such communications may take place in (but are not limited to) enrollment meetings, seminars, webinars, mailings, electronic communications, phone conversations, or one-on-one meetings as requested by the participant.

The Client acknowledges that the Adviser may receive contact and account information from the recordkeeper about former employees with account balances in the Plan.

For purposes of this Agreement, except as listed in the Services to be provided in Schedule A, communications regarding personal investment-related services to Plan participants are outside the scope of Services provided by Adviser to the Client and shall constitute personal services provided directly by Adviser to the participants that are unrelated to this Agreement.

Communications regarding personal investment-related services in no way constitute an endorsement of the Adviser by the Client.

Liability

The Client agrees that the only responsibilities of the Adviser hereunder are to render the Services selected in Schedule A. Except to the extent of Adviser's fiduciary responsibility described above, Adviser shall not be subject to any claim arising under the Plan associated with any act, or failure to act, of the Plan Fiduciary or any other fiduciary of the Plan or any Plan participant, or any failure of the Client to comply with any of its obligations relating to the Plan.

The Client recognizes that the Adviser cannot guarantee any level of performance. All investments have a potential risk of loss that the Client must understand and be willing to bear. In the absence of gross negligence or willful misconduct on its part, Adviser shall not be liable for any action taken, suffered, or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder. In no event shall Adviser be liable for any indirect, special, incidental, consequential, punitive, exemplary or similar damages with respect to its Services described in Schedule A or its representations contained in this Agreement. To the extent that Adviser has any liability under this paragraph, it shall indemnify the Client and its affiliates, members, directors, officers, shareholders, employees, representatives and agents, and their successors and assigns (collectively the "Client Indemnified Parties").

The Client shall indemnify Adviser and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents, or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with: (i) any breach of the Client's representations, warranties or duties under this Agreement, and (ii) any action taken, or failed to be taken, by the Client or the Plan Fiduciary in connection with the operation or administration of the Plan which is unrelated to the Services provided by Adviser hereunder or which, if so related, is contrary to recommendations made by Adviser, including without limitation, the selection or retention of investments not recommended by Adviser.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any of the Client's legal rights under common law or Federal and State securities laws.

Non-Exclusivity Relationship of Parties

The Client understands that the Adviser provides investment advisory services to multiple clients with different economic needs and agrees that the Adviser may give advice and take action concerning any of its other clients, which may differ from the advice given or the timing or action taken regarding the Client's Account. Nothing in this Agreement shall be deemed to impose on the Adviser any obligation to the Client with respect to the Plan, including the Services provided by the Adviser under this Agreement, in the same manner as it may advise any of its other clients.

The Client also acknowledges that the Adviser and its affiliates may, by reason of its other activities as described above, acquire confidential information from time to time. The Client acknowledges and agrees that the Adviser is unable to divulge to the Client or any other party or to act upon any such confidential information with respect to its performance of this Agreement. The Client understands that the Adviser and its affiliates perform, among other things, investment advisory services for other clients and that fees may vary among clients.

The Client and Adviser agree to otherwise treat information provided in connection with this Agreement as confidential, except as required by applicable law, rule, or regulation, or in order to implement the investment objectives or perform Services contemplated under this Agreement.

Disclosures

The Client acknowledges receipt of Part 2 of Form ADV, a disclosure statement containing the equivalent information, or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV if the Client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to the Client entering into any written or oral advisory contract with this investment adviser, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Arbitration Agreement

Conforming to applicable law, the Client and the Adviser agree to settle by arbitration any controversy between themselves and/or any officers, directors, employees, or agents of the Adviser relating to this Agreement, this account or any account transactions, or in any way arising from the Client's relationship with the Adviser. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction. By signing this Agreement, the Client and the Adviser understand and agree that: (i) The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this Agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act; (ii) Arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited; (iii) The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is more limited in arbitration than in court proceedings; (iv) The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; (v) The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry; (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration; (vii) The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement; (viii) The arbitration will be under the Federal Arbitration Act; (ix) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and (x) This predispute arbitration agreement shall survive the termination of this Agreement or Services under this Agreement. The Client acknowledges and agrees that it has had a reasonable opportunity to review and consider this arbitration provision before executing this Agreement.

Any arbitration is voluntary, and the parties understand that, by agreeing to arbitrate their disputes, they are not waiving any rights under the Advisers Act

and/or any applicable federal or state securities laws. Notices and Consent to Electronic Delivery

Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in the Client's investment objectives) must be in writing and shall be effective upon receipt by the other party if delivered to the party at its mailing or email address specified in this Agreement. By signing this Agreement, the Client hereby consents to communications from the Adviser via email at the address provided on the signature page without also receiving written copies from the Adviser. The Client may revoke this consent to email delivery at any time by providing advance written notice to the Adviser. The Client must send all notices, correspondence, or other communication electronically to clientcare@acornassetmanagement.com.

Entire Agreement

This Agreement contains the entire Agreement and understanding between the Plan Fiduciary and Adviser with respect to the subject matter herein and supersedes all prior written agreements and understandings with respect thereto.

Amendment

The Agreement may be modified, including without limitation the Services to be provided by Adviser or the Fees charged by Adviser: (i) by mutual written Agreement or (ii) in the manner set forth herein and consistent with the procedure described in Department of Labor Advisory Opinion 97-16A (which is set forth in the next paragraph).

The Adviser may propose to increase or otherwise change the Fees charged, to change the Services provided, or otherwise modify this Agreement by giving the Client at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in this Agreement. The notice will

- (1) explain the proposed modification of the Fees, Services, or other provisions;
- (2) 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;
- (3) identify the effective date of the change; (4) explain the Client's right to reject the change or terminate this Agreement; and
- (5) state that pursuant to the provisions of this Agreement if the Client fails to object to the proposed change(s) before the date on which the change(s) become effective the Client will be deemed to have consented to the proposed change(s).

If the Client rejects any change to this Agreement proposed by the Adviser, the Adviser shall not be authorized to make the proposed change. In that event, the Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by the Adviser) to locate a service provider in place instead of the Adviser. If at the end of such additional sixty (60) day period (or such additional time period as agreed by Adviser), the parties have not reached an Agreement on the proposed changes, this Agreement shall automatically terminate. No provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged, or terminated, except in writing, signed by or on behalf of each party hereto.

Severability

If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal, or otherwise, the remainder of this Agreement shall not be affected thereby, and to this extent, the provisions of this Agreement shall be deemed to be severable.

Acknowledgment

By executing this Agreement, the parties acknowledge, accept, and agree to their respective rights, duties, and responsibilities. This Agreement has been duly

authorized and executed and constitutes the legal, valid, and binding Agreement between the Client and the Adviser, enforceable in accordance with its terms.

By executing this Agreement, the Client acknowledges receipt of the Adviser's Form CRS, Form ADV Part 2A, a copy of the Agreement signed by both parties, and a copy of the Advisers' Privacy Policy.

Client's Name (Print) _____

Authorized Signature for Client _____

Date _____

Name of Authorized Signatory (Print) _____

Client's Email _____

Acorn Asset Management LLC

Investment Adviser Representative _____

Date _____

Schedule A – Description of Services

Fiduciary Services (check all that apply)

Preparation of Investment Policy Statement

The Adviser will work with the Plan Fiduciary to develop an IPS that will establish an investment strategy to be followed and establish standards for the management and maintenance of the investment options. If an IPS is already in existence, the Adviser will review the existing IPS and make suggestions for changes and/or improvements thereto as the Adviser deems appropriate. Plan Fiduciary must provide an executed IPS prior to the commencement of services under this Agreement. The Adviser cannot guarantee that the investment objectives in the IPS will be achieved.

Non-Discretionary Investment Advice

The Adviser will recommend, for selection by the Plan Fiduciary, specific investments to be held by the Plan or, in the case of a participant-directed defined contribution plan, offered as investment options under the Plan consistent with the Plan's IPS or other relevant guidelines, as applicable. The Adviser will recommend, for selection by the Plan Fiduciary, investment replacements if an existing investment is no longer suitable and will assist in the transition to the replacement investment if requested by the Plan Fiduciary. Such investments shall include an investment fund product or model portfolio meeting the definition of a "Qualified Default Investment Alternative" ("QDIA") in DOL Regulation §2550.404c-5(e)(3).

If applicable, the guidelines for the QDIA shall be reflected in the IPS.

Discretionary Participant Investment Advice

The adviser shall provide discretionary fiduciary investment advice to plan participants who independently elect to receive such advice and appoint the adviser to manage their plan assets within the Plan's core investments or utilize stock brokerage accounts or mutual fund windows. Such Participants shall complete all written documentation (risk profile, financial profile, acknowledgment form, for example) as required for such service by the Adviser. If this service is elected, each Plan participant shall complete and return Schedule C, Appointment of Adviser to Manage Plan Account, to Adviser.

Performance Monitoring

The Adviser will assist the Plan Fiduciary with respect to its duties to perform ongoing monitoring of the Plan's investments in accordance with the Plan's IPS or other relevant guidelines, as applicable, and ERISA. Such assistance will include reviews of the relevant portfolio's historical performance and investment characteristics, investment management fees, and the applicable asset manager's investment processes and philosophy.

Investment Reports

The Adviser will prepare quarterly written reports evaluating the performance of the Plan's investments and consistency of fund management, as well as comparing the performance thereof to benchmarks set forth in the IPS or as otherwise determined in the judgment of the Adviser. The information used to generate the reports will be derived from statements provided by the Plan Fiduciary or a third party. This review will include a quantitative and qualitative analysis of investment selections included within the Plan and provide third-party commentary on investment options whenever available.

Meet with Plan Fiduciary

The Adviser will meet with the Plan Fiduciary on a periodic basis to discuss the reports and the investment recommendations.

Menu Diversification

The Adviser will assist the Client in meeting the "broad range of investment alternatives" requirement under ERISA Section 404(c) and the related DOL regulations for a Plan with participant-directed investments but shall have no other responsibilities with respect to compliance with ERISA Section 404(c) and such DOL regulations.

Attend Committee Meetings

The Adviser will attend meetings per year of the Plan's investment committee. Non-Fiduciary Services (check all that apply)

Education Services to Plan Committee

The Adviser will provide education and training for selected employees of the Plan Fiduciary who are serving a fiduciary role under the Plan (e.g., members of an investment committee selected by the Plan Fiduciary). Such education and training will include guidance concerning their fiduciary roles on any applicable committee, including their investment-related duties under the Plan, which are at times mutually agreeable to the parties.

Participant Education

The Adviser will offer to meet with Plan participants during scheduled onsite meetings to provide investment education. In accordance with the Department of Labor's Regulations defining fiduciary investment advice for purposes of providing investment advice for a fee, the Adviser may provide Plan

participants with information about the Plan, such as the overall benefits of Plan participation, the impact of pre-retirement withdrawals on retirement income, investment objectives and philosophies, and risk/return characteristics. The Adviser may also provide participants with general financial and investment information such as diversification and dollar-cost averaging, educational information about asset allocation models for hypothetical investors and interactive investment materials to assist Plan participants in assessing their future retirement income needs.

Plan Management Services

The Adviser will assist with annual plan design and document review, annual 404(c) review, annual Form 5500 review, statements, basis reporting, and annual cost and expense review. In the event the Plan Fiduciary chooses to select a new recordkeeper or other administrative service provider to the Plan, the Adviser will assist the Plan Fiduciary in the preparation, distribution, and evaluation of Request For Proposals, finalist interviews, and conversion support.

Additional Services. _____

Except as expressly provided under "Additional Services" above, Adviser's Services as determined under the Agreement shall not include the following services or related responsibilities:

Tax Qualification. Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.

Plan Contributions. Ensuring that contributions by the Client or from participants are timely deposited with the trustee or custodian for the Plan.

Custody of Plan Assets. Taking custody or possession of any Plan assets.

Proxies. Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan or taking any other action related to the exercise of shareholder rights under the Plan.

Employer Stock Fund, Employer Real Property. Providing advice to the Plan Fiduciary or Plan participants regarding the prudence of maintaining or continuing an investment in employer securities or employer real property.

Discretionary Plan Administration. Having the legal authority or legal responsibility to interpret the Plan, determine eligibility or participation under the Plan, approve or disapprove claims for benefits, distribute Plan assets to pay benefits or expenses, serve as the ERISA Section 3(16) Plan Administrator, or to make any other discretionary decisions with respect to the administration of the Plan.

Distributions. Assisting the Plan Fiduciary in complying with any legal obligations for distributions from the Plan, determining whether any distributions are required by the minimum required distribution rules under the Code, or reviewing any beneficiary designations made by Participants.

Legal or Tax Advice. Providing legal or tax advice to the Plan, Fiduciary on matters relating to the Plan, including advising on whether Plan investments will result in unrelated business taxable income.

Participant Communications. Having the legal authority or legal responsibility for distributing summary plan descriptions, notices, elections, and any other reports or disclosures required by law to Participants, provided that the Adviser may assist the Client in an administrative and ministerial fashion.

Participant Advice. Providing fiduciary "investment advice" to any Plan participants within the meaning of the applicable DOL regulations under ERISA.

Governmental Reports. Filing reports, disclosures, notices, and forms that are required to be filed for the

Plan or Plan Fiduciary

Excluded Assets. The Adviser has no responsibility to provide any Services related to the following types of assets: real estate (except for real estate funds

and publicly traded REITs); participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); other hard-to-value or illiquid securities or assets, or any other assets specified in this.

The Committee Driven Investment Mandates shall be disregarded when determining the fees payable to the Adviser under this Agreement, and the fees shall be calculated only on the remaining assets (the "Included Assets").

Schedule B—Fee Schedule

The Client agrees to pay the Adviser a fee for the Services outlined in the Agreement, determined, calculated, and payable as follows. The fee is based on a percentage of Plan assets managed and is calculated and charged in accordance with the following fee schedule: The Adviser shall be paid the following fee for the performance of its services pursuant to this Retirement

Plan Advisory and Consulting Agreement. This fee will be billed on a monthly basis, in advance, at the beginning of each calendar quarter, due within thirty (30) days after the date of invoice unless otherwise agreed to by the parties.

The fee does not cover the cost of any services that may be provided by the Adviser that is not described in Schedule A, including but not limited to the cost of preparing and providing any additional records that are not contemplated under the Agreement or providing testimony in connection with any litigation involving the Plan or Plan Fiduciary.

The fee under the Agreement is payable under the following method of payment:

Fee will be billed to the Client.

Fee will be paid from Plan assets. The Plan Fiduciary authorizes the Investment Provider, TPA/Recordkeeper, or custodian of the Plan's assets to pay the fee due under this Agreement directly to the Adviser.

Additional Instructions:

Assets Under Management Annualized Fee

All Assets 0.95% - 1.5%

Schedule C—Appointment of Adviser to Manage Plan Account

Plan Name: _____

Plan Sponsor: _____

Participant Name: _____

Name of Adviser: _____

Plan Sponsor maintains the above-named Plan in which I participate. The Plan offers a brokerage window as an investment option for participants under the Plan. I hereby appoint an Adviser as my discretionary investment manager to manage the assets in my Plan through the brokerage window.

Participant Signature _____

Date _____

Print Participant Name _____