

RETIREMENT PLAN CONSULTING AGREEMENT

New Agreement Update to Existing Agreement

THIS AGREEMENT (“Agreement”), including all Schedules and Addenda, which are hereby expressly incorporated herein, shall be effective as of the date accepted by Commonwealth, which acceptance may be in electronic form, and is made between the undersigned: (i) the Plan Sponsor on behalf of a retirement plan (“Plan”), tax-qualified under Section 401(a), et. seq. or 403(b) of the Internal Revenue Code of 1986, as amended, described in the Plan Sponsor Information section on page 7; (ii) Commonwealth Equity Services, LLC, dba Commonwealth Financial Network® (“Commonwealth”), a federally registered investment advisory firm and registered broker/dealer; and (iii) the Investment Adviser Representative of Commonwealth or separately Registered Investment Adviser (“Advisor”) identified below.

General Provisions

The Plan Sponsor hereby appoints and retains Advisor to act as an investment adviser, as defined under the Investment Advisers Act of 1940 (“Advisers Act”).

Advisor will provide the services selected in Schedule A, which may include nondiscretionary investment advice as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974 (“ERISA”). The advice and related services are referred to hereinafter as the “Program.”

The Plan Sponsor will have the opportunity to periodically meet with Advisor to review the Program on a schedule not less frequent than that which may be required under applicable law, rule, or regulation. Advisor will also provide the Plan Sponsor with access, during regular business hours, to a person knowledgeable of the Program. The Plan Sponsor acknowledges that it is engaging Advisor and Commonwealth as an investment adviser, and that neither Advisor nor Commonwealth will be relied upon for, or deemed to be offering, qualified tax or legal advice or any other service not specifically provided for in this Agreement.

The Plan Sponsor acknowledges that Commonwealth does not maintain custody of Plan assets and that the account holding the Plan assets (“Account”) will be maintained as an agency account in the name of the Plan by a qualified custodian. Commonwealth will not be the custodian or broker/dealer of record, and Advisor will not execute trades or implement recommendations.

The Plan Sponsor further acknowledges that a third-party recordkeeper and/or administrator will, at a minimum, provide the Plan with regular access to electronic statements and so-called hard copies at least annually. The Plan will also receive an annual tax reporting statement from the Plan administrator. The Plan Sponsor agrees to review all statements in a timely manner. Additionally, the provision of any administrative services provided by a third-party administrator (“TPA”) with which Advisor is associated is separate and unrelated to the services provided by the Advisor through this Agreement.

Fiduciary Responsibilities

Advisor will be responsible for advising the Plan Sponsor with respect to the asset allocation models and recommended mutual funds (or other pooled investment vehicles) if the Plan selects such services in Schedule A. If the Plan is a defined contribution plan, Advisor will not be responsible for the selection or performance of any investments in participant accounts under the Plan. Upon the request of the Plan Sponsor, Advisor may provide to Plan participants in defined contribution plans investment education as described in Schedule A. Notwithstanding anything else in this Agreement (including Schedule A), to the extent that the Plan has a self-directed brokerage account (“SDBA”) of any type, the Advisor will not provide or be responsible for providing any investment advice regarding the SDBA, including, but not limited to, information or advice regarding investments that may be made through the SDBA or allocation of all or a portion of a participant’s account to the SDBA. Neither the Advisor nor Commonwealth shall be responsible for providing any other services that relate to the SDBA.

Advisor acknowledges that in providing the services hereunder, Advisor shall act as an investment advice fiduciary, as defined in regulations issued by the U.S. Department of Labor (“DOL”) at 29 CFR 2510.3-21(c) under ERISA, to the extent that the Plan is subject to ERISA. Neither Advisor nor Commonwealth shall be responsible for preventing the Plan’s other fiduciaries from breaching their fiduciary duty or rectifying any such breach except as otherwise required under ERISA.

Nonexclusivity

The Plan Sponsor understands that Commonwealth, Advisor, and their affiliates may perform advisory and/or brokerage services for other plans, and that Commonwealth and/or Advisor may give advice to, or take action for, those plans that may differ from advice given to the Plan Sponsor. In addition, Commonwealth and Advisor may, but are not obligated to, purchase, sell, or recommend for purchase or sale any security that Commonwealth or Advisor or any of their affiliates may purchase or sell for their own account. Further, the Plan Sponsor understands that in no event will Commonwealth or Advisor be obligated to perform any action for the Plan that it believes will violate any state or federal law, rule, or regulation of any regulatory or self-regulatory body. The Plan Sponsor acknowledges that Commonwealth or Advisor may provide personal investment-related services to individuals that are unrelated to the Program, including services relating to an individual’s personal investment account or individual retirement account outside of the Plan, and in no event will any Plan assets be used to pay for these unrelated personal investment services. The Plan Sponsor understands and agrees that it cannot promote or otherwise encourage Plan participants to engage Commonwealth or Advisor for any personal investment-related services unrelated to the Plan.

Right to Enter Contract

The Plan Sponsor is executing this Agreement on behalf of the Plan in its capacity as a “named fiduciary,” as defined under ERISA. The individual(s) executing this Agreement on behalf of the Plan Sponsor represents and warrants that participation in the Program is permitted by the applicable governing instrument of such Plan, that the undersigned is/are duly authorized to execute this Agreement, and that the governing instrument creating the Plan allows for the appointment of an investment adviser by the Plan Sponsor in its fiduciary capacity. The Plan Sponsor agrees to furnish Advisor and/or Commonwealth with documents sufficient to evidence the foregoing.

The Plan Sponsor understands that, if multiple individuals are authorized to act on behalf of the Plan Sponsor with respect to the Plan, Advisor and/or Commonwealth may accept the instructions of any such individual, unless provided with written instruction to the contrary. Each individual authorized to act with regard to the Program agrees to be jointly and severally bound by each obligation assumed hereunder. Notwithstanding the foregoing, Commonwealth and Advisor reserve the right to require consent of each authorized individual, including written consent, as Commonwealth or Advisor may deem necessary in its sole discretion.

Consulting Fee

Advisor and Commonwealth will charge a consulting fee, as set forth in the terms of this Agreement.

Administrative and Other Charges

The Plan Sponsor understands that the Plan may be assessed transaction charges, as set forth in the Plan’s agreements, as modified from time to time. The Plan Sponsor also understands that the Plan may be subject to customary fees and charges related to mutual fund investments and other investments approved for inclusion in the Program, including, but not limited to, 12b-1 service fees, deferred sales charges, short-term redemption fees, and Plan fees. Advisor’s compensation, however, is based solely on a percentage of the total value of assets under management or on a flat dollar amount.

Plan and Participant Data

The Plan Sponsor acknowledges that neither Advisor nor Commonwealth will have any liability to the Plan for the Plan Sponsor’s failure to inform either Advisor or Commonwealth, in a timely manner, of any material changes in the Plan’s financial circumstances that might affect the manner in which the Plan assets and any defined contribution plan subaccounts for Plan participants are invested, or for the Plan’s or any participant’s failure to provide Advisor and/or Commonwealth with any information, which either may reasonably request in order to adequately provide services according to the Program. The Plan Sponsor acknowledges that Commonwealth and Advisor are relying on the accuracy of the information provided on behalf of the Plan and that it is the Plan Sponsor’s obligation to maintain the accuracy thereof.

No Performance Guarantee

The Plan Sponsor understands that there is no guarantee that its investment objective will be achieved and, further, that past performance is not a guarantee of future results. The Plan Sponsor understands that the Program is designed to be a long-term investment vehicle and that asset withdrawals may impair investment objectives.

Losses

Neither Commonwealth nor Advisor (nor any of their officers, directors, employees, or affiliates) will be liable for any loss incurred with respect to the Program, except where the loss directly results from Commonwealth's or Advisor's negligence, willful misconduct, or breach of fiduciary duty.

Commonwealth and Advisor will indemnify and hold the Plan Sponsor harmless against liability to a third party or direct expenses (including reasonable attorneys' fees and costs) that the Plan Sponsor may incur to defend itself against a third-party claim of liability for Commonwealth's or Advisor's negligence, willful misconduct, or breach of fiduciary duty under this Agreement. Similarly, the Plan Sponsor will indemnify and hold Commonwealth and Advisor harmless against liability to a third party or direct expenses, including reasonable attorneys' fees and costs, which Commonwealth or Advisor may incur to defend itself against a third-party claim of liability for the Plan Sponsor's negligence, willful misconduct, or breach of fiduciary duty under this Agreement or any acts or omissions by the Plan Sponsor or its agents (other than Commonwealth or Advisor) in connection with the operation of the Plan.

In case any action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in the action, and, after notice from the indemnifying party to the indemnified party, to assume the defense of the action and appoint counsel. In the event that the indemnifying party elects to assume the defense of any suit or other action, the indemnified party may retain additional counsel, but the indemnified party will bear the fees and expenses of any additional counsel.

These indemnification provisions in this section will survive the termination of this Agreement, which will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless and to the extent preempted by ERISA.

No Assignment

No assignment of this Agreement may be made without the Plan Sponsor's consent. In accordance with Rule 202(a)(1)-1 of the Advisers Act, a transaction that does not result in a change of actual control or management of an investment adviser is not an assignment. For purposes of determining the Plan Sponsor's consent in the event of an assignment, Commonwealth will send the Plan Sponsor written notice of the assignment. If the Plan Sponsor does not object in writing within sixty (60) days of the sending of such notice, the Plan Sponsor will be deemed to have consented to the assignment. This Agreement and all subsequent amendments will inure to the benefit of the successors and assigns of the parties hereto.

Representations of Commonwealth and Advisor

Commonwealth represents that it is registered as an investment adviser under the Advisers Act, as amended, and that such registration is currently effective. Advisor is registered with Commonwealth as an Investment Adviser Representative or is a Registered Investment Adviser under applicable law as identified below. If Advisor is registered with Commonwealth as an Investment Adviser Representative, although Advisor is not a Commonwealth employee, Advisor operates under Commonwealth's supervision, as required by the Securities and Exchange Commission ("SEC").

Advisor is qualified and approved as an Advisor in each state in which Advisor has a place of business, as defined by the SEC.

Representations of Plan

The Plan Sponsor expressly acknowledges that the Plan's duly appointed recordkeeper and/or administrator will be responsible for monitoring the trading activity of participants in defined contribution plans and that neither Commonwealth nor Advisor will be responsible for ensuring that the Plan (or any individual participant) does not incur inadvertent short-term trading charges by virtue of participant transactions that may appear to a mutual fund or other investment company to be short-term trades.

Predispute Arbitration

This Agreement contains a predispute arbitration clause. The Plan Sponsor agrees that any dispute between the Plan Sponsor, Commonwealth, and Advisor, or among all the parties hereto, will be resolved by arbitration in accordance with the current rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"). By signing this Agreement, the parties agree as follows:

- I. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- II. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- III. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- IV. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.
- V. The panel of arbitrators will typically 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. In some cases, a claim that is ineligible for arbitration may be brought in court.
- VII. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, will be incorporated into this Agreement.

No person will bring a putative or certified class action to arbitration nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied, (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Modification

Commonwealth may modify this Agreement, including the method of billing or calculating the consulting fee, at any time, upon sixty (60) days' written notice to the Plan. The modification will thereafter be effective, unless the Plan provides written notification of termination.

Governing Law

To the extent not superseded by federal law, including ERISA, the interpretation and enforcement of this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to so-called choice of law provisions, in a manner consistent with the Advisers Act and the rules and regulations of the SEC promulgated thereunder. Nothing in this Agreement constitutes a waiver or limitation of any rights that the Plan may have under federal or state securities laws, including ERISA.

Severability/Waiver of Breach/Entire Agreement

If any provision of this Agreement is deemed unenforceable by statute, rule, regulation, decision of a court of competent jurisdiction, or otherwise, the parties agree to construe that provision in a manner as to most nearly preserve its original intent, without rendering it invalid.

The invalidity of any part of this Agreement will not render invalid the remainder of this Agreement, and, to that extent, the provision of this Agreement will be deemed to be severable.

The failure of any party to enforce its rights after breach by another will not be construed as consent to the continuation of such breach or as a waiver of breach of any other provision of this Agreement.

The parties acknowledge that this Agreement represents the entire agreement among them with respect to the Program, and that it supersedes any other agreement, whether written, oral, or otherwise, with regard to the subject matter contained herein.

Termination

Any party may terminate this Agreement upon written notice to the others. Termination of this Agreement will not affect the Plan's obligation to pay fees and other charges through the effective date of termination. In the event termination does not coincide with the end of a quarterly billing period, if applicable, the Plan will be obligated to pay a prorated portion of the last quarterly installment of the consulting fee, in arrears. If applicable, the Plan will be entitled to a prorated refund of any prepaid advisory fee for the last quarterly billing period, based upon the number of days remaining after the effective date of termination.

Receipt of Disclosure Documents/Informed Consent

The Plan Sponsor acknowledges having received and read this Agreement and the exhibits hereto, as well as Commonwealth's Form ADV Part 2A Brochure, Privacy Notice, and Advisor's Part 2B Brochure Supplement (and, if applicable, Advisor's Form ADV Part 2A Brochure and Privacy Notice). The information included in this Agreement is intended to satisfy the disclosure requirements under Section 408(b)(2) of ERISA, as amended, and the Plan Sponsor acknowledges that an unsigned copy of this Agreement that includes these required disclosures was provided reasonably in advance of the date of the Plan Sponsor's entrance into this Agreement. The Plan Sponsor acknowledges that the Advisor has provided satisfactory answers to all questions regarding this Agreement and the services to be performed hereunder, and that, therefore, the Plan is executing this Agreement with its informed consent to the terms hereof. The Plan Sponsor represents that it has determined that the Consulting Fee is reasonable and acknowledges that, to the extent that the Consulting Fee is paid with assets of the Plan, the Plan Sponsor, not the Advisor or Commonwealth, is responsible for all decisions regarding whether and to what extent the Consulting Fee is charged to accounts of participants.

Commonwealth receives payments from third-party plan recordkeeping platforms. No portion of the third-party payments Commonwealth receives from third-party plan recordkeeping platforms is paid to the Advisor. Third-party plan recordkeeping platforms do, however, provide Commonwealth advisors with financial support, marketing support, and participation in due diligence meetings and educational activities, as described in Item 14 of Commonwealth's Form ADV Part 2A Brochure. The Plan Sponsor represents that it has considered the consulting fees and third-party compensation, as described in this agreement and Commonwealth's Form ADV Part 2A Brochure, in making a fair and reasonable assessment of the services to be provided and the total compensation to be received by Commonwealth and the Advisor prior to entering into this Agreement.

Certification of Information

The Plan Sponsor certifies that the information provided on the following page, and on any exhibits hereto, is true, correct, and complete.

Plan Fees (Check all that apply.)

The Plan Sponsor hereby authorizes payment of the consulting fee in the form of the following. (Be sure to first confirm that the recordkeeper can calculate and deduct fees in accordance with the below schedule.)

The following fees (other than any one-time start-up fee or annual fee) are payable in monthly or quarterly installments as provided below. The maximum annual consulting fee, when stated as a percentage of assets, is 1.50 percent and is negotiable. If fees are being charged on an hourly basis, they may not exceed \$500 per hour. Such fees are to be paid in accordance with the payment method selected below, according to the agreement set forth between the Plan Sponsor and the appropriate recordkeeper, with Advisor fees taken:

1. FEE SOURCE (Choose one.)	2. FREQUENCY (Choose one.)	3. PAYMENT TIMING (Choose one.)
<input type="checkbox"/> Directly from Plan assets	<input type="checkbox"/> One time	<input type="checkbox"/> Payable in advance
<input type="checkbox"/> Billed (invoiced to Plan Sponsor)	<input type="checkbox"/> Ongoing	<input type="checkbox"/> Payable in arrears

A. <input type="checkbox"/> FLAT DOLLAR FEE		
<input type="checkbox"/> One-time start-up fee		\$ _____
<input type="checkbox"/> Annual flat dollar fee (same for all years)		\$ _____
OR		
<input type="checkbox"/> Annual fee changes after year 1 *		
<input type="checkbox"/> Year 1 only		\$ _____
<input type="checkbox"/> Year 2 and future years		\$ _____
*Year 1 (12-month period commences date contract is signed)		

and/or

B. <input type="checkbox"/> ANNUAL FLAT PERCENTAGE FEE		
<input type="checkbox"/> Annual fee (same for all years)		_____ %
OR		
<input type="checkbox"/> Annual fee changes after year 1 *		
<input type="checkbox"/> Year 1 only		_____ %
<input type="checkbox"/> Year 2 and future years		_____ %
*Year 1 (12-month period commences date contract is signed)		

and/or

C. <input type="checkbox"/> ANNUAL TIERED FEE (blended rate applies)			
ASSET VALUE		YEAR 1* (% or \$)	YEAR 2 AND FUTURE YEARS (% or \$)
Less than	\$ _____		
Between	\$ _____ and \$ _____		
More than	\$ _____		
*Year 1 (12-month period commences date contract is signed)			

and/or

D. <input type="checkbox"/> HOURLY FEE	
Hourly fee (same for all years)	\$ _____

Plan Sponsor Information *(All information is required.)*

Plan Name: _____
Plan Sponsor Name: _____
Plan Tax ID: _____ Plan Type: _____ Plan Telephone: _____
Plan Address: _____
Recordkeeper: _____
Estimated Plan Assets: \$ _____

Plan Sponsor Signature

This Agreement contains a predispute arbitration clause on page 4. The Plan Sponsor acknowledges receiving a copy of this Agreement.

Print Authorized Signer Name: _____
Authorized Signature: _____
Date: _____

Consulting agreements involving joint Advisors require signatures of all Advisors. By signing below, each Advisor appoints the other(s) as agent-in-fact to execute any and all amendments to this Agreement on behalf of each of the undersigned.

Advisor/Investment Adviser Representative

Print Name: _____
Advisor ID Number: _____
IAR/RIA Signature: _____
Date: _____

Advisor/Investment Adviser Representative

Print Name: _____
Advisor ID Number: _____
IAR/RIA Signature: _____
Date: _____

Advisor/Investment Adviser Representative

Print Name: _____
Advisor ID Number: _____
IAR/RIA Signature: _____
Date: _____

Advisor/Investment Adviser Representative

Print Name: _____
Advisor ID Number: _____
IAR/RIA Signature: _____
Date: _____

Schedule A: Scope of Services

As provided under the Agreement, Advisor will provide the selected services as part of the Program:

I. PLAN-LEVEL INVESTMENT SERVICES

General

- Serve as investment co-fiduciary.** Act as co-fiduciary as an investment adviser (i) with the Plan Sponsor, or (ii) if established under the Plan, with the Plan's fiduciary investment committee (collectively, hereinafter, the "Investment Committee").
- Review Plan's investment objectives.** Assist in the identification and review of the Plan's investment objectives.
- Assist in development of investment policy statement ("IPS").** Review, evaluate, and, if necessary, create or revise the IPS for adoption by the Plan Sponsor or Investment Committee.
- Provide investment monitoring and reporting.** Analyze the performance of the Plan's investments regularly and provide the Investment Committee with reports comparing the investment performance of the investments against the appropriate benchmarks, as described in the IPS.

Investment Menu Services

(available only if the Plan is a defined contribution plan with participant-directed investments)

- Recommend Plan menu design.** Recommend a broad and diversified range of asset classes and investment categories for an investment menu of an appropriate size for the Plan's participants.
- Recommend and monitor investment options.** Recommend for the Plan's investment menu a broad range of investment funds (such as mutual funds, collective funds, or similar pooled investment vehicles) with different risk and return characteristics designed to offer each individual participant an opportunity to construct an investment portfolio that is consistent with the participant's risk profile, investment objective, and individual preferences. Advisor will also review the investment options on an ongoing basis and recommend changes, as necessary, including recommendations to remove or replace any underperforming investment options.
- Review qualified default investment alternative ("QDIA").** Where the Plan intends to offer a QDIA, evaluate the appropriateness of the Plan's QDIA if the Plan is a defined contribution plan with participant-directed investments.
- Construct model portfolios.** Recommend model portfolios consistent with the Plan's IPS, monitor the Plan's portfolios to determine whether a portfolio's asset allocation has deviated from its model, and recommend, as needed, how the Investment Committee should reallocate a portfolio's investments to rebalance the asset allocation with the model portfolio. Advisor will also assist with model portfolio development, construction, and maintenance.

II. PARTICIPANT-LEVEL SERVICES

Advisor will provide the following selected services for Plan participants with the Plan Sponsor's or Investment Committee's understanding that Advisor can provide the services only to participants who are willing to accept the services. These services are only for defined contribution plans with participant-directed investments, except, as noted, all services that are provided in a non-fiduciary capacity.

Investment Education

- Provide investment education to participants.** Meet participants, regularly or as requested, to present information on the following topics:
 - Plan information.** Inform participants about the overall benefits of Plan participation; the impact of pre-retirement withdrawals on retirement income, investment objectives, and philosophies; and risk/return characteristics. Advisor may provide non-fiduciary education concerning the availability of withdrawals and rollovers from the Plan at any group meetings held for Plan participants but will not discuss the advisability of withdrawals or rollovers at such meetings.
 - General financial and investment information.** Provide written general financial information related to investment concepts such as diversification, dollar-cost averaging, estimating future retirement income needs, and assessing risk tolerance.
 - Asset allocation models.** Make available hypothetical asset allocation models based on generally accepted investment philosophies.
 - Interactive investment materials.** Furnish investment materials, such as worksheets or questionnaires, which allow participants to estimate future income needs and assess different asset allocation models.
- Develop participant education and communication strategy.** Advisor will assist with developing an education and communication strategy for the Plan's participants that includes developing a calendar of educational meetings, determining appropriate topics, establishing meeting dates and schedule, prioritizing group versus one-on-one meetings, and so on.
- Review progress against education strategy goals.** Advisor will assist with assessing and reviewing the progress made with respect to any goals established in connection with the Plan's participant education strategy.

Investment Advice

- Render participant advice.** Determine the Plan participant's investment return objectives, risk tolerance, time horizon, and other preferences; recommend a suitable asset allocation model for the participant; and advise the participant to periodically rebalance his or her asset allocation mix to maintain consistency with the asset allocation model.
- Conduct one-on-one participant meetings.** These meetings will be conducted at times and at a location as reasonably agreed upon by the parties.

To the extent that the Advisor provides the foregoing participant investment advice services to participants in plans that are subject to ERISA, Advisor acknowledges that he or she will act as an investment advice fiduciary under ERISA as defined in regulations issued by the DOL but solely to the extent that the participant(s) rely on any investment advice provided by the Advisor.

III. PLAN OPERATION-RELATED SERVICES

Plan Committee Services

- Review governance and structure.** Review and make related recommendations concerning the composition, structure, and effectiveness of its Plan governance.
- Attend Plan committee meetings.** Such meetings will be conducted at times and at a location as reasonably agreed upon by the parties.
- Provide fiduciary education.** Provide education and training for the Plan committee, which will include guidance concerning their fiduciary roles and their investment-related duties under the Plan, at times mutually agreeable to the parties.
- Develop and maintain fiduciary file.** Maintain records, including, but not limited to, meeting minutes and investment reports, in a fiduciary file established on behalf the Plan committee.

Bonding-Related Services

- Review ERISA fidelity bond.** Review sufficiency of the Plan's ERISA fidelity bond as required under applicable law.
- Review fiduciary insurance policy.** Review and make recommendations concerning the insurance coverage provided to the Investment Committee and any Plan committee members under the Plan Sponsor's fiduciary insurance policy.

Plan Administration-Related Services

- Review ERISA Section 404(c) compliance.** Review the Plan's investment menu and operational procedures to assess compliance with the conditions of ERISA Section 404(c) and the availability of the "safe harbor" liability protection for the Plan's fiduciaries.
- Analyze Plan design.** Assess and analyze the Plan's benefit design and make recommendations designed to improve the overall effectiveness of the Plan as a retirement savings vehicle for Plan participants.
- Review 404a-5 disclosures for completeness.** Review the "404a-5" participant-level disclosures prepared by the Plan's administrative service provider for completeness in accordance with the applicable regulatory standards.
- Review ERISA budget account or plan expense reimbursement arrangement ("PERA").** Review and confirm the proper operation of the amounts credited to, and the Plan expenses paid from, any ERISA budget account or PERA maintained by the Plan's administrative service provider.
- Provide ongoing support for Plan operation.** Provide ongoing support to the Investment Committee relating to the Plan's ongoing administration and operations.

Provider Oversight-Related Services

- Monitor administrative service provider(s).** Monitor the Plan's administrative service provider(s) and assist the Plan in its oversight of the applicable services provided on behalf of the Plan.
- Review 408(b)(2) disclosures for completeness.** Review the upfront "408(b)(2)" fee disclosures provided by the Plan's administrative service provider(s) for completeness in accordance with the applicable regulatory standards.
- Periodic benchmarking of fees, services, and investments.** Provide a benchmarking analysis of the Plan's fees, services, and investments on a periodic basis to assist the Plan in the evaluation of its service arrangements.
- Generate and evaluate service provider requests for proposals ("RFPs") and/or requests for information ("RFIs").** Generate RFPs or RFIs for prospective providers of Plan administrative services, and assist the Plan in the evaluation of the resulting bids, proposals, or information provided.
- Support contract negotiations with administrative service provider(s).** Provide assistance and related support in connection with the Plan Sponsor's negotiations with an administrative service provider to the Plan.
- Provide service provider transition and/or Plan conversion support.** Provide assistance and related support in connection with the Plan's transition or recordkeeping conversion to a new administrative service provider.

EXCLUDED SERVICES

In no event will Advisor's selected services under the Program include any of the following services or related responsibilities:

Regulatory. Reviewing or amending Plan documents for compliance with changes in tax qualification requirements, ensuring that contributions by the Plan Sponsor or from participants are timely deposited with the trustee or custodian for the Plan, or filing any governmental reports or forms that are required to be filed for the Plan or Plan Sponsor.

Custody, discretionary investment advice. Taking custody or possession of any Plan assets; exercising any discretionary authority or control over the management or disposition of Plan assets; or having the power to manage, acquire, or dispose 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 regarding such securities.

Employer stock. Providing advice to the Plan Sponsor regarding the prudence of maintaining or continuing an employer stock fund or any other investments relating to employer securities.

Self-directed brokerage account. Notwithstanding anything else in this Agreement (including Schedule A), to the extent that the Plan has a self-directed brokerage account ("SDBA") of any type, the Advisor will not provide or be responsible for providing any investment advice regarding the SDBA, including, but not limited to, information or advice regarding investments that may be made through the SDBA or allocation of all or a portion of a participant's account to the SDBA. Neither the Advisor nor Commonwealth shall be responsible for providing any other services that relate to the SDBA.

Plan administration. Interpreting the Plan's terms; adjudicating benefit or eligibility claims; providing assistance with respect to minimum required distributions or the use of Plan assets to pay benefits or expenses; or having any other discretionary authority, control, or responsibility respecting management or in the administration of the Plan.

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

Participant communications. Distributing summary plan descriptions, notices, elections, and any other communications required by law to Plan participants.