Investment manager agreement

Signature page

Plan sponsor to complete below

PLAN NAME:

SERVICE PROVIDER PLAN NUMBER:

Notice to Plan Sponsor should be sent to:

NAME:

ADDRESS:

ATTENTION:

Plan sponsor to sign below

By signing, plan sponsor and plan fiduciary are agreeing to be bound by the terms and conditions of the investment manager agreement and acknowledge that they have read the entire agreement beginning on the next page and agree to the terms and conditions set forth therein.

PLAN SPONSOR NAME *(e.g., ABC Company)*:

SIGNATURE: DATE:

NAME (PLEASE PRINT): TITLE:

MFIM to sign below

SIGNATURE: Mike Annin

NAME (PLEASE PRINT): Michael Annin TITLE: Senior Managing Director

Investment manager agreement

This Investment Manager Agreement ("**Agreement**") by and between Mesirow Financial Investment Management, Inc., an Illinois corporation ("**MFIM**"), and the plan sponsor ("**Plan Sponsor**") identified on the signature page hereto (the "**Signature Page**"), with respect to the employee benefit plan identified on the Signature Page ("**Plan**"), is made and entered into on the date executed by the Plan Sponsor ("**Effective Date**"). By separate agreement ("**Service Agreement**"), Plan Sponsor has engaged American Funds Retirement Plan Services ("**Service Provider**") to provide recordkeeping and other administrative services for the Plan, through one of the Service Provider's standard plan recordkeeping platforms ("**Platform**").

Background

If the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), Plan Sponsor is the fiduciary (as defined in Section 402(a)(2) of ERISA) with the authority under the Plan to designate an investment manager, as defined in Section 3(38) of ERISA ("**Investment Manager**"), for the Plan. The Plan is intended to comply with Section 404(c) of ERISA and Plan participants and beneficiaries ("**Participants**") are responsible for investing their accounts among the investment options offered under the Plan.

If the Plan is not subject to ERISA, Plan Sponsor is the fiduciary with respect to the Plan under the terms of the Plan's governing documents with the authority under the Plan to designate an Investment Manager for the Plan. Under the Plan, Participants are responsible for investing their accounts among the investment options offered under the Plan.

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to appoint MFIM as an Investment Manager for the Plan. MFIM is willing to serve as an Investment Manager under the terms of this Agreement.

Based on the foregoing, the Plan Sponsor and MFIM agree as follows:

Section 1: Investment guidelines

The Plan Sponsor has determined that MFIM should select investment options (the "**Investment Options**") consistent with the investment guidelines reflected in the Plan's investment policy statement ("**IPS**"). The Guidelines include a suite of target date Investment Options that serve as the Qualified Default Investment Alternatives ("**QDIA**") for the Plan, which covers investment options designed to satisfy the requirements of DOL Regulation Section 2550.404c-5(e)(4)(i) or (ii). Qualified default investment alternative (QDIA) investment options are the options used when participants do not make individual investment elections. The Plan Sponsor acknowledges the suitability of the target-date investment option as the QDIA for the Plan.

The Plan Sponsor's selection of the Guidelines will be made on the Service Agreement between Plan Sponsor and Service Provider and the Service Provider shall be solely responsible for providing MFIM with the Guidelines via the Plan Data (as defined below). Plan Sponsor acknowledges and agrees that MFIM shall not be responsible for independently verifying the accuracy of the Guidelines provided by Service Provider and may rely on the Plan Data. If the Plan Sponsor desires to select different Guidelines, the Plan Sponsor will communicate such change to the Service Provider, and the Service Provider shall solely be responsible for providing MFIM with the change to Guidelines via Plan Data. Following a change to the Guidelines, MFIM shall implement the new Guidelines in a prudent manner. The Plan Sponsor may select and offer investment options under the Plan (the "**Plan Sponsor Investment Options**") in addition to the Investment Options selected by MFIM, provided that Plan Sponsor Investment Options are limited to investment in stock or other property of the Plan Sponsor or its affiliates, other individual securities, frozen stable value funds, insurance policies, self-directed brokerage accounts or other non-standard investment options offered through the Service Provider's standard plan recordkeeping platform.

Section 2: Services provided by MFIM

As described in this Agreement, MFIM shall serve as an Investment Manager for the Plan with respect to the selection and monitoring of the Investment Options as described in this Agreement (the "**Services**").

A. INVESTMENT OPTION SELECTION AND MONITORING

MFIM shall select the Investment Options pursuant to the terms of this Agreement and the Guidelines. The Plan Sponsor understands and acknowledges that (i) the Investment Options are limited to the asset classes provided in the Guidelines and those investment options on the Service Provider's standard plan recordkeeping Platforms that meet certain criteria established by MFIM and certain other criteria established by Service Provider (e.g., compensation requirements) (the "**Platform Options**"); and (ii) when multiple share classes of an Investment Option are available for an applicable Guidelines, MFIM utilizes a methodology whereby MFIM will select the share class with the lowest expense ratio that, to MFIM's knowledge, has no minimum or a waived minimum. MFIM is not obligated to select any share classes that have a minimum. MFIM will rely on expense ratio data from third party data that it subscribed to and investment minimums as provided by Service Provider, and will not be responsible for verifying the accuracy of such data and information. Following its initial selection of a share class for an Investment Option, MFIM may (but shall not be required to) from time-to-time, at its discretion, change the share class of such Investment Option based on expense and other considerations.

MFIM will review the performance of the Investment Options on a quarterly basis. Following the end of each calendar quarter, MFIM shall provide a summary of its quarterly review to the Plan Sponsor. The quarterly review will contain market commentary on the previous quarter and a review of the Investment Options within the Mesirow Investment Review, MFIM's proprietary monitoring report. MFIM will use commercially reasonable efforts to provide the quarterly review to Plan Sponsor within fifty (50) days after the end of each quarter. Plan Sponsor agrees and acknowledges MFIM's ability to perform the Services under this Agreement and timely deliver any and all documents or other deliverables hereunder is dependent on the use of, and timely and accurate performance of, the Service Provider.

MFIM shall provide Service Provider with the selected Investment Options. If at any time the Plan's investment lineup does not include all of the Investment Options (a "**Lineup Breach**"), the period between the first date of a Lineup Breach and the date that the Lineup Breach is cured, if any, is referred to herein as the "**Cure Period**". During the Cure Period, MFIM shall use reasonable efforts to rectify the Lineup Breach by providing instructions to the Service Provider to cure the Lineup Breach. Plan Sponsor acknowledges and agrees that during the Cure Period this Agreement, including MFIM's duties and responsibilities under this Agreement, shall not be in force or effect; except that (i) MFIM shall still provide fiduciary coverage for the Investment Options, and (ii) the fees under this Agreement shall remain due and payable. When selecting the Investment Options, MFIM will not consider any Plan Sponsor's Investment Options.

B. CHANGING OF INVESTMENT OPTIONS

If for any reason MFIM decides that one or more Investment Options should be changed, MFIM will issue a written notice to the Plan Sponsor and Service Provider describing the changes and outlining its reasons for those changes. The Service Provider has agreed to implement these changes (including preparing and distributing any necessary employee communications) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM. Plan Sponsor will be responsible for distributing any notices to Participants. If the Service Provider does not implement the changes, a Lineup Breach will occur.

C. MAPPING SERVICE

If available and upon request by the Plan Sponsor, MFIM shall provide the mapping services described in this section. MFIM will prepare a mapping strategy (the "**Mapping Strategy**") for moving investments in the Plan's existing investment options to the new Investment Options. MFIM will issue written directions to the Service Provider with the Mapping Strategy and a copy of such directions also shall be provided to Plan Sponsor by Service Provider in advance.

The Plan Sponsor understands and agrees that MFIM will construct the Mapping Strategy, to the extent possible, mapping amounts invested in an existing investment option that is being removed, if applicable, to an Investment Option (i) with characteristics (including characteristics relating to risk and rate of return) that are reasonably similar to the existing investment option and (ii) that is in an asset class represented in the Investment Options. In the event that there is no

Investment Option that satisfies both the criteria set forth in the preceding sentence or an existing investment option cannot be identified by MFIM using third party data subscribed to by MFIM, the Mapping Strategy will map to an Investment Option that is described in Title 29 CFR section 2550.404c-5I(ii), which also satisfies the requirements for a Qualified Default Investment Alternative under DOL Regulation Section 2550.404c-5(e) ("**QDIA**"), but which may not be the QDIA designated for default participant investment elections (the "**Mapping QDIA**"). The Mapping QDIA shall be an Investment Option that falls within the "Target Risk Moderate" category, or any subsequent version thereof, in the Plan Sponsor's Guidelines.

The Plan Sponsor acknowledges that it must prepare and distribute certain participant notices concerning the Mapping Strategy as soon as administratively feasible but at least thirty (30) days and not more than sixty (60) days before the Mapping Strategy is implemented. The parties agree that Service Provider shall merely serve a clerical function in supporting the mapping process, and that in no way shall Service Provider be involved with the creation and application of the Mapping Strategy.

MFIM's authority and responsibility with respect to the Plan are as follows:

D. MFIM'S FIDUCIARY STATUS

In performing the Services, MFIM is acting as an investment manager as defined in Section 3(38) of ERISA (or if the Plan is not subject to ERISA, according to the same standards as would apply if the Plan were subject to ERISA). MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA. In addition, if the Plan is not subject to ERISA, the parties agree that, for all purposes under this Agreement, the applicable ERISA standard of care shall be the sole governing standard of care applicable to MFIM and the Services regardless of any state law that may apply to the Plan or the Plan Fiduciary. MFIM will assume only the specific and limited fiduciary responsibility and liability attendant to the Services provided in this Agreement and will not be considered a fiduciary of the Plan for any other purpose.

E. SCOPE OF AUTHORITY

MFIM has no authority or responsibility with respect to: (i) implementation by the Service Provider of any change in the Investment Options; (ii) the selection, monitoring, retention, or termination of asset classes or investment options offered on the Platform; (iii) the selection of a Service Provider's Platform for the Plan; (iv) the management (except for the Services), administration, valuation, or custody of Plan assets; (v) the administration of the Plan and any trust funding such Plan; (vi) any investment decision of any nature whatsoever of another investment manager, Participant or other person with respect to the Plan or any account there under; (vii) the performance of any other investment manager; (viii) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; (ix) any change in value in any or all of the Plan's assets; (x) any determination as to the suitability of the Guidelines; (xi) any matters related to the fees charged to the Plan or the Participants for the Services; (xii) voting of proxies solicited by or with respect to any Investment Option; (xiii) any Plan Sponsor Investment Option, and (xiv) any customizations or other product features selected by the Plan Sponsor with respect to any Investment Option. The foregoing matters are solely the responsibility of the Plan Sponsor or its agents (other than MFIM).

F. INVESTMENT METHODOLOGIES

MFIM will retain sole control and discretion over the development of any investment methodologies needed with respect to the selection and/or monitoring of the Investment Options. MFIM will select the Investment Options through proprietary methodologies based on generally accepted investment principles. The investment methodologies used by MFIM will be developed by MFIM independently and without regard to any potential benefit to the Service Provider, any other issuer of Platform Options or their affiliates.

G. RESULTS NOT GUARANTEED

MFIM and its affiliates do not and cannot warrant the results that may be attained from the Investment Options. Nothing in this Agreement will be construed as making MFIM an insurer or guarantor of any benefit or result, financial or otherwise, as a result of the provision of the Services.

Section 3: Fees

The fees received by MFIM for the Services are described in Exhibit A. Plan Sponsor acknowledges and authorizes Service Provider to pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.

Section 4: Term and termination

A. TERM

Unless otherwise terminated as described in this Section 4, this Agreement shall be for a term of one (1) year (the "**Initial Term**"), effective as of the first date assets are invested in Investment Options following the Effective Date, and shall be automatically renewed for additional one (1) year periods (each such renewal term, a "**Renewal Term**" and together with the Initial Term, the "**Term**").

B. TERMINATION

Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term, without reason, by providing the other party with thirty (30) business days' prior written notice. The fees payable to MFIM under Section 3 for the Services shall accrue through the effective date of the termination. The Plan Sponsor may terminate this Agreement with prior written notice of at least thirty (30) business days if MFIM gives the Plan Sponsor notice of any unilateral amendment to this Agreement pursuant to Section 6.K. MFIM may terminate this Agreement with prior written notice of at least thirty (30) business days to the Plan Sponsor if either the Plan Sponsor's Service Agreement with the Service Provider terminates or the separate Fiduciary Services Agreement between MFIM and the Service Provider terminates.

The termination of this Agreement shall have no effect on any Service Agreement between Plan Sponsor and the Service Provider.

Section 5: Indemnification

A. INDEMNITY BY MFIM

MFIM will indemnify, defend and hold the Plan Sponsor and its affiliates, members, directors, officers, shareholders, employees, representatives, agents (including financial advisors), attorneys, successors and assigns (collectively, the "**Plan Sponsor Indemnified Parties**") harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("**Losses**") solely to the extent such Losses arise directly from (i) MFIM's breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, or (ii) because the Plan's investment options are not a broad range of investment options within the meaning of DOL reg. Section 2550.404c-1(b)(3). MFIM shall only be liable for Losses arising under clauses (i) or (ii) of the immediately preceding sentence and shall not be liable or have any obligation with respect to any other Losses or damages. MFIM makes no express or implied warranties, and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use. Without limiting any of the foregoing, in no event shall MFIM have any liability for any special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. This paragraph shall survive the termination of this agreement. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Plan, Participant or Plan Sponsor otherwise may have under ERISA or any securities law. MFIM shall not be responsible for any failure of Service Provider to timely or accurately implement any instructions provided by MFIM.

B. INDEMNITY BY THE PLAN SPONSOR

The Plan Sponsor will indemnify, defend and hold MFIM and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "**Mesirow Indemnified Parties**") harmless from and against any and all Losses (as defined in the immediately preceding paragraph) arising from, out of or related to the Services or the Mesirow Indemnified Parties' performance hereunder; provided, however, that the Plan Sponsor

will not be liable to indemnify, defend and hold any Mesirow Indemnified Party harmless to the extent such Losses arise directly from (i) MFIM's breach of its ERISA fiduciary duties in connection with the performance of Services hereunder, or (ii) because the Plan's investment options are not a broad range of investment options within the meaning of DOL reg. Section 2550.404c-1(b)(3). Plan Sponsor will also indemnify, defend and hold Mesirow Indemnified Parties harmless from any Losses arising out of (or relating to) any Plan Sponsor Investment Option.

C. ACTS OF OTHERS

Except as provided by ERISA and this Agreement, MFIM will not be liable for the acts or omissions of any other person in respect of the Plan and its Participants, including, but not limited to, any acts or omissions of the Plan Sponsor and/or Service Provider.

Section 6: General Provisions

A. FORM ADV

MFIM is registered as an investment adviser under applicable federal law. Part 2 of MFIM's Form ADV contains additional information regarding MFIM and its services. A copy of MFIM's Form ADV Part 2 is available at https://www.mesirow.com/Mesirow-Fiduciary-Solutions-ADV-Part2. The Plan Sponsor's signature hereunder acknowledges receipt of MFIM's Form ADV Part 2 in conjunction with the execution of this Agreement.

B. DISPUTE RESOLUTION

Except in the event that injunctive relief is being sought, any dispute arising out of or related to the Agreement that is not settled promptly in the ordinary course of business or through senior management negotiations, shall be resolved through mandatory binding arbitration consistent with the terms of Paragraph C in this Section 6.

C. BINDING ARBITRATION

Except in the event that injunctive relief is being sought, any controversy or claim arising out of or relating to the Agreement or the breach hereof which cannot be settled by the parties pursuant to Paragraph B in this Section 6, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("**AAA**") as set forth herein. The parties shall endeavor to appoint a single arbitrator, and failing that, each party may select an arbitrator with knowledge of the types of Services provided for under this Agreement. Selection shall be completed within twenty (20) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such twenty (20) day period, the one selected shall act as sole arbitrator. If two arbitrators have been selected, the two arbitrators selected shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the AAA. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) day of the end of the proceeding. The arbitration proceeding shall take place in Chicago, Illinois. The award of any arbitration shall be final, conclusive, and binding on the parties hereto. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorneys' fees to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

D. CAPTIONS NOT DETERMINATIVE

Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.

E. INDEPENDENT CONTRACTORS

MFIM and the Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between both parties.

F. FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

G. NOTICE

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the appropriate address below:

With respect to any service or process or legal notice:

Mesirow Financial Investment Management, Inc.
353 N. Clark Street
Chicago, IL 60654
Attn: Fiduciary Solutions

Including a copy to MFIM General Counsel at:

Mesirow
353 N. Clark Street
Chicago, IL 60654
Attn: General Counsel

With respect to address changes, customer service, and notice of termination:

Please notify Service Provider.

With respect to notice to Plan Sponsor:

The address and individual identified on the Signature Page.

H. CYBERSECURITY

MFIM represents and warrants that it has implemented and maintains a commercially reasonable written information security program that incorporates administrative, technical and physical safeguards that are appropriate to ensure the security, confidentiality and integrity of confidential information. Mesirow will comply with all applicable legal requirements pertaining to the privacy, confidentiality, or security of confidential information. MFIM agrees that it will only use confidential information of the Plan Sponsor or the Plan to provide the Services under this Agreement.

I. SEVERABILITY

In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

J. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

K. MODIFICATION

MFIM may amend this Agreement in any respect, including modifying the fees, by giving the Plan Sponsor at least thirty (30) business days advanced written notice of the amendment.

L. COUNTERPARTS

This Agreement must be executed with the signature of Plan Sponsor and MFIM and may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.

M. ASSIGNMENT
Neither party may assign this Agreement nor any of the rights or obligations granted hereunder without the other party's prior written consent.

N. GOVERNING LAW
Except to the extent preempted by Federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ARBITRATION PROCEEDINGS, SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN COOK COUNTY, ILLINOIS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN COOK COUNTY, ILLINOIS FOR ANY ACTION OR PROCEEDING.

O. SURVIVAL
The terms of Section 3, Fees; Section 4, Term and Termination; Section 5, Indemnification; and Section 6, General Provisions shall survive the expiration or termination of this Agreement.

P. AUTHORITY
The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

Q. ENTIRE AGREEMENT
Any Exhibit to this Agreement is hereby incorporated into and forms a part of this Agreement. This Agreement, and any Exhibit hereto, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, marketing materials, understandings, and representations, written or oral, with respect to the subject matter addressed herein. The "Background" included at the beginning of this Agreement is hereby incorporated into this Agreement by this reference thereto.

Section 7: Acknowledgement, acceptance and agreements

Plan Sponsor acknowledges, understands, and agrees that:

A. MFIM is only responsible for providing the Services specifically set forth in this Agreement. MFIM has not provided assistance or exercised any discretion or authority, and will not provide assistance or exercise any discretion or authority, with respect to the Plan Sponsor's selection of the Guidelines, any Plan Sponsor Investment Option or the overall line-up of investment options made available by the Service Provider. The Plan Sponsor shall retain all discretionary authority for selecting the Guidelines. The Service Provider shall have no discretionary authority for the selection of the Guidelines or the selection of the Investment Options.

B. MFIM has no authority or responsibility with respect to: (i) the implementation by Service Provider of changes in the Investment Options made by MFIM; (ii) Service Provider's selection, monitoring, retention, or termination of asset classes or investment options available on the Platform; (iii) the selection of a Service Provider's Platform for the Plan; (iv) the management (except for the Services), administration, valuation, or custody of Plan assets; (v) the execution of any transactions involving Plan assets; (vi) the allocation of Plan assets among Investment Options; (vii) any investment decision of any nature whatsoever of the Plan Sponsor, another investment manager, Participant or other person with respect to the Plan; (viii) the performance of any other investment manager; (ix) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; (x) any change in value in any or all of the Plan's assets; (xi) any determination of suitability of the Guidelines; (xii) any Plan Sponsor Investment Option; or (xiii) any customizations or other product features selected by the Plan Sponsor with respect to any Investment Option.

C. If the Plan is subject to ERISA, Plan Sponsor is responsible for ensuring that the Plan satisfies all of the requirements of Section 404(c) of ERISA, except for the requirement that the Plan offer a broad range of investment alternatives as described in Department of Labor Regulation Section 2550.404c-1(b)(3).

D. If the Plan is not subject to ERISA, Plan Sponsor is responsible for ensuring that:

(i) The following information is automatically provided to Participants:

a. A description of the Investment Options available under the Plan and, with respect to each Investment Option, a general description of the investment objectives and risk and return characteristics of each such option, including information relating to the type and diversification of assets comprising the portfolio of the Investment Option.

b. Identification of any designated investment managers.

c. An explanation of the circumstances under which Participants may give investment instructions and an explanation of any specified limitations on such instructions, including any restrictions on transfers to or from an Investment Option.

d. A description of any transaction fees and expenses which affect the Participant's account balance in connection with purchases or sales of interests in the Investment Options (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees).

e. In the case of an Investment Option which is subject to the Securities Act of 1933, a copy of the most recent prospectus provided to the Plan.

(ii) The following information is made available to all Participants:

a. A description of the annual operating expenses of each Investment Option (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to Participants, and the aggregate amount of such expenses expressed as a percentage of average net assets of the Investment Option.

b. Copies of any prospectuses, financial statements and reports, and of any other materials relating to the Investment Options available under the Plan, to the extent such information is provided to the Plan.

c. A list of the assets comprising the portfolio of each Investment Option and the value of each such asset (or the proportion of the Investment Option which it comprises).

d. Information concerning the value of shares or units in Investment Option available to Participants under the Plan, as well as, the past and current investment performance of such options, determined, net of expenses, on a reasonable and consistent basis.

e. Information concerning the value of shares or units in Investment Options held in the account of the Participant.

E. The Plan Sponsor is responsible for providing to each Participant who defaults into a qualified default investment alternative ("**QDIA**"), an initial notice before a Participant's account is invested in the QDIA and thereafter an annual notice, each of which include a description of the circumstances under which amounts may be invested on behalf of the Participant in a QDIA.

F. It is solely the responsibility of Plan Sponsor to select and retain the Service Provider and to determine the appropriate Guidelines for the Plan.

G. The Service Provider has agreed to provide certain recordkeeper and other services to facilitate the Services provided by MFIM hereunder. MFIM's performance under this Agreement is conditioned upon its receipt of those services from the Service Provider. The parties agree that in providing services to the Plan or the Plan Sponsor to facilitate the MFIM Services, the Service Provider is not providing investment advice or otherwise acting as a fiduciary with respect to the Plan.

H. MFIM may provide consulting and other services to the Service Provider with respect to various matters for which MFIM receives compensation from the Service Provider.

I. Services provided under this Agreement do not guarantee investment results which are better than those which could be obtained without the Services and do not otherwise guarantee future results.

J. Plan Sponsor acknowledges that Investment Options may be subject to 12b-1 fees or sub-TA fees as according to the Service Agreement between Plan Sponsor and Service Provider.

K. Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Guidelines chosen and make changes as necessary.

L. Plan Sponsor acknowledges that by executing this Agreement it is directing and authorizing Service Provider to provide information with respect to the Plan (the "**Plan Data**") to MFIM. Services performed here under by MFIM will be based upon the Plan Data, including, but not limited to, financial and other information relating to the Plan's Investment Options. Plan Sponsor represents that all such financial and other information provided to MFIM by Plan Sponsor or its designee(s), including Service Provider, is true, correct and complete in all material respects.

M. Plan Sponsor hereby grants MFIM the right to deliver Mesirow Investment Review, MFIM's proprietary monitoring report and other deliverables to the Plan's Service Provider, advisors and other party or person whom MFIM reasonably determines require the report for MFIM to provide the Services hereunder.

N. Plan Sponsor agrees that MFIM may deliver the Product / Services, provide notices, communication, reports and any disclosure documents ("**Investment Manager Materials**") to Plan Sponsor and its advisor through the e-mail addresses provided by Service Provider in the Plan Data. Plan Sponsor is responsible for updating Service Provider with any changes or updates to the e-mail addresses. Plan Sponsor agrees that all Investment Manager Materials provided to it via electronic communication will be deemed to have been good and effective delivery to Plan Sponsor when sent or posted by MFIM, regardless of whether Plan Sponsor actually or timely receives or accesses the Investment Manager Materials.

O. Plan Sponsor acknowledges that MFIM is entitled to rely upon all information provided to MFIM, whether financial or otherwise, by Plan Sponsor, Service Provider or other parties. Plan Sponsor further acknowledges that MFIM is entitled to solely rely upon the Guidelines selection for the Plan as provided by Service Provider through Plan Data and that MFIM shall not be responsible for ensuring the accuracy of such Guidelines selection. Plan Sponsor represents that all such financial and other information provided to MFIM by Service Provider or its designees is true, correct and complete in all material respects.

Exhibit A

Fee:

0.05% (5 basis points) on plan assets per year

The above asset-based fee is payable quarterly in arrears. The quarterly fee is calculated by Service Provider by applying one-fourth of the annual rate to the balance of plan assets on the recordkeeping system as of the end of the Plan's quarterly billing period.

The fee is incorporated in the bundled fee payable to Service Provider. Plan Sponsor acknowledges and authorizes Service Provider to collect and pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.