Advisory services 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

Advisory services agreement

This Advisory Services 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 with respect to the Plan.

Background

Plan Sponsor is the fiduciary (as defined in Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or, if the Plan is not subject to ERISA, as otherwise defined or designated under the terms of the Plan's governing documents) with respect to the Plan with the authority and responsibility under the Plan for selecting and monitoring the investment options to be offered under the Plan to Plan participants and beneficiaries ("**Participants**").

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to retain MFIM to provide advisory services to assist the Plan Sponsor in selecting and monitoring the investment options offered under the Plan. MFIM is willing to perform the advisory services provided under the terms of this Agreement.

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

Section 1: Services Provided by MFIM

As described in this Agreement, MFIM shall assist the Plan Sponsor in the discharge of the Plan Sponsor's duties with respect to the selection and monitoring of investment options under the Plan by providing the services described in this Agreement (the "**Services**"). MFIM shall provide the Plan Sponsor with the following Services:

A. INVESTMENT OPTION SELECTION

Pursuant to an agreement between the Service Provider and MFIM, MFIM has developed a list or lists of investment options for consideration by the Plan Sponsor for inclusion in the Plan ("**Elite Lists**"). As used herein, the term "Elite Lists" also includes the "**Suggested Investment Option Lineups**". The Plan Sponsor understands and acknowledges that (i) the Elite Lists are limited to the asset classes and investment options available to the Plan through the Service Provider's plan recordkeeping platforms and (ii) the Elite Lists contain investment options categorized into asset classes to allow the Plan Sponsor to choose the appropriate asset classes and investment options for the Plan and its Participants (as determined by the Plan Sponsor). MFIM is under no obligation, and has no authority under this Agreement or otherwise, to select asset classes or investment options that are not available on the Service Provider's plan recordkeeping platform when constructing the Elite Lists. When constructing the Elite Lists, MFIM will not consider any investment in stock or other property of the Plan Sponsor or its affiliates, any individual securities, frozen stable value funds, insurance policies, self-directed brokerage accounts or other non-standard investment options (as determined by MFIM in its sole discretion) offered through the Service Provider's plan recordkeeping platform.

When multiple share classes of an investment option are available for an applicable Suggested Investment Option Lineup, 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.

By including an investment option on an Elite List, MFIM has determined that: (i) the investment option is an appropriate investment option in that asset class for a qualified or tax-favored retirement plan, and (ii) the asset class represented by the investment option is appropriate for inclusion in a qualified or tax-favored retirement plan. The Elite Lists will include

required asset classes ("**Core Asset Classes**") that are intended to provide a broad range of investment alternatives for Plan participants. MFIM will identify which investment options on the Elite List meet the qualifications of the Core Asset Classes.

Plan Sponsor will determine the appropriate mix and number of asset classes and investment options to be made available under the Plan. Plan Sponsor agrees that it will select at least one investment option from and maintain investment options in each of the required Core Asset Classes as reflected in the Elite List (the "**Core Asset Class Requirements**"). The Core Asset Class Requirements ensure that the Plan offers a broad range of investment options sufficient to provide the participants with a reasonable opportunity to materially affect the potential return their accounts and the degree of risk to which such amounts are subject as described in DOL Reg. Section 2550.404c-1(b)(3). Plan Sponsor is responsible for ensuring that the Plan satisfies all of the other requirements of Section 404(c) of ERISA.

If Plan fails at any time to comply with the Core Asset Class Requirements (such failure, a "**Core Asset Class Breach**"), the period between the first date of such Core Asset Class Breach and the date that the Core Asset Class 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 Core Asset Class Breach by providing Investment Options (as defined under Section 1.C) to the Plan Sponsor and Service Provider to cure the Core Asset Class Breach, but otherwise shall not be required to provide any other Services, including any fiduciary duties, under this Agreement. The Plan Sponsor acknowledges and agrees that during the Cure Period the fees payable under this Agreement shall remain due and payable. In the event Plan Sponsor cures the Core Asset Class Breach during the Cure Period, then MFIM shall continue to provide the Services, including any fiduciary duties, thereafter.

B. INVESTMENT OPTION MONITORING AND SUMMARIES

MFIM will review the performance of the investment options on the Elite Lists 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 the Mesirow Investment Review, MFIM's proprietary monitoring report, which will include all investment options within the Plan Lineup, based on Plan Data (as defined under Section 2.C) from Service Provider. MFIM will use commercially reasonable efforts to provide the MFIM 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 Service Provider, and timely and accurate performance by the Service Provider.

C. AUTO-EXECUTE FEATURE

MFIM's Services will include the "auto-execution feature" described herein and in Sections 1.D and 1.E below. MFIM will provide a replacement investment option ("**Investment Option**"), when available, for any investment option that is removed from the Elite List or for any investment option that experienced a change in Core Asset Class such that a Core Asset Class Breach may occur. For any removal and replacement investment options made pursuant to this Section 1.C or Sections 1.D and 1.E, replacement Investment Options will be made in accordance with the process described in Section 1.F below.

D. REMOVAL AND AUTOMATIC REPLACEMENT OF INVESTMENT OPTIONS FROM ELITE LIST

If for any reason MFIM should find it necessary, in its sole discretion, to remove an investment option from an Elite List, or MFIM identifies investment options from the Plan's lineup based on Plan Data that are not covered by its fiduciary service, MFIM will identify a replacement Investment Option (including, the applicable share class), where available, and facilitate the automatic replacement of any removed investment option. When only one share class is available for the Investment Option, MFIM's notification to the Plan Sponsor and Service Provider will reflect that share class. When multiple share classes are available, MFIM's notification to the Plan Sponsor and Service Provider will reflect the share class with the lowest expense ratio that, to MFIM's knowledge, has no minimum or a waived minimum.

The replacement Investment Option will be selected from remaining investment options on the applicable Elite List within the same category or peer group as the removed investment option. In the event that a replacement Investment Option is not available from the Elite List in the same category or peer group as the removed investment option, and provided that the

removed investment option is not in one of the required Core Asset Classes, MFIM will not identify a replacement Investment Option and the assets in the removed investment option will be mapped as described below.

MFIM will provide a written notice outlining its reasons for removal of the investment option and identifying its chosen replacement Investment Option (including, the applicable share class) to the Plan Sponsor and Service Provider. Unless otherwise notified by the Plan, the Service Provider has agreed to implement any replacement Investment Option identified by MFIM (including preparing and distributing to the Plan Sponsor any necessary employee communications for the Plan) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM; provided that the Service Provider may implement alternative changes, as directed by the Plan Sponsor, so long as it remains in compliance with Core Asset Class Requirements described above and all such alternative changes are available on the applicable Elite List. If such change is not implemented within such ninety (90) day period, then Plan Sponsor will be deemed to be in breach and subject to the Cure Period described in Section 1.A above, as if such breach were a Core Asset Class Breach.

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

MFIM will continue to monitor any investment option removed from an Elite List for a 90-day period following the removal of the investment option. After the 90-day period, MFIM will have no obligation to continue monitoring the removed investment option and MFIM shall have no fiduciary responsibility with respect to the applicable investment option thereafter. If the Plan Sponsor determines that it will remove an investment option from the Plan, or add an investment option to the Plan other than any changes identified by MFIM for automatic replacement, the Plan Sponsor understands that it must provide written direction and instructions to the Service Provider to implement such change in the Plan's investment options. Except for any changes identified by MFIM for automatic replacement, Plan Sponsor will be solely responsible for determining whether to remove from the Plan any investment option, and for selecting a replacement investment option.

E. CORE ASSET CLASS VERIFICATION

If for any reason MFIM identifies that the Plan's lineup does not meet the Core Asset Class Requirements, MFIM will identify necessary changes (including addition of an Investment Option) and where applicable, the appropriate share class (the selection of which is described above) in order for the Core Asset Class Requirements to be met. MFIM will issue a written notice to the Plan Sponsor and Service Provider outlining its reasons for the addition of the Investment Option. Unless otherwise notified by the Plan Sponsor, Service Provider agrees to implement any replacement identified in the notification (including preparing and distributing to the Plan Sponsor any necessary employee communications for the Plan) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM; provided that the Service Provider may implement alternative changes, as directed by the Plan Sponsor, so long as it remains in compliance with Core Asset Class Requirements described above and all such alternative changes are available on the applicable Elite List.

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

F. MAPPING SERVICE

MFIM shall provide the mapping services described in this section for (i) the removal and automatic replacement of investment options pursuant to Sections 1.C through 1.E or (ii) if available and upon request by the Plan Sponsor to do fund-to-fund mapping. Plan Sponsor understands and agrees that MFIM will construct a mapping strategy ("**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 applicable Elite List. 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)(4) ("**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 in the Plan lineup that falls within the "Target Risk Conservative", "Target Risk Moderate Conservative" or "Target Risk Moderate" category (or any subsequent version thereof). In the event there is no investment option in the Plan lineup that can serve as the Mapping QDIA, Plan Sponsor authorizes MFIM to add an investment option to the Plan lineup that can serve as a Mapping QDIA within the "Target Risk Moderate" category (or any subsequent version thereof).

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:

G. MFIM'S FIDUCIARY STATUS

In performing the Services, MFIM is acting as a fiduciary as defined in Section 3(21)(A)(ii) of ERISA, or if the Plan is not subject to Title I of ERISA, MFIM is acting as a fiduciary to the Plan according to the same standards as would apply if the Plan were subject to Title I of ERISA. MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA, regardless of whether the Plan is subject to Title I of ERISA. In addition, if the Plan is not subject to Title I of 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 Sponsor. 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.

H. SCOPE OF AUTHORITY

MFIM has no authority or responsibility with respect to: (i) the implementation of the Elite List by the Plan Sponsor; (ii) the selection, monitoring, retention, or termination of asset classes, investment options, or share classes of investment options available through the Service Provider's plan recordkeeping platform; (iii) the selection of the plan recordkeeping platform for the Plan; (iv) the management, administration, valuation, or custody of Plan assets; (v) the administration of the Plan and any trust funding such Plan or 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, an investment manager, Participant or other person with respect to the Plan or any account there under; (viii) the performance of any investment manager; (ix) the failure of any 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 suitability determination, except any such determination related to the construction of the Elite Lists; (xii) any matters related to the fees charged to the Plan or the Participants for the Services; (xiii) voting of proxies solicited by or with respect to any investment option; (xiv) except for the construction of the Elite Lists, the diversification of the Plan's assets; and (xv) the selection, retention or termination of the investment options actually offered under the Plan, including the asset classes represented by those investment options and the share class selected for each investment option. The foregoing matters are solely the responsibility of the Plan Sponsor or its agents (other than MFIM).

I. CONTROL OF ELITE LISTS

MFIM will retain exclusive control and discretion with regard to the development and maintenance of the Elite Lists, including but not limited to any investment methodologies needed to develop and maintain the Elite Lists. MFIM will determine the Elite Lists through proprietary methodologies based on generally accepted investment principles. Those methodologies will be developed by MFIM independently and without regard to any potential benefit to the Service Provider, any other issuer of investment options available to the Plan or their affiliates.

J. RESULTS NOT GUARANTEED

MFIM and its affiliates do not and cannot warrant the results that may be attained from the use of the Elite Lists by the Plan Sponsor. 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 Elite Lists.

Section 2: Acknowledgements of Plan Sponsor

Notwithstanding the Services provided under this Agreement, Plan Sponsor acknowledges, understands, and agrees that:

A. MFIM is only responsible for providing the Services specifically set forth in this Agreement. In addition, 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 Service Provider or the overall line-up of investment options made available by the Service Provider.

B. The Service Provider has agreed to provide certain recordkeeper and other services to facilitate the delivery to Plan Sponsor of 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.

C. 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 hereunder 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 by MFIM by Plan Sponsor or its designee(s), including Service Provider, is true, correct and complete in all material respects.

D. 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.

E. Plan Sponsor acknowledges that it is solely responsible for selecting, retaining, or terminating the investment options offered under the Plan, including the asset classes represented by those investment options and the share class selected for each such investment option. Plan Sponsor further acknowledges that selecting the share class for any investment option can impact a number of different factors, including, but not limited to, its performance, its expenses and the provisions that may apply when the investment option is terminated. Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Elite List chosen and make changes as necessary.

F. Plan Sponsor hereby grants MFIM the right to deliver the 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.

G. Plan Sponsor agrees that MFIM may deliver the Product / Services, provide notices, communication, reports and any disclosure documents ("**Advisory Services Materials**") to Plan Sponsor and its advisor through the e-mail addresses provided in the Plan Data by the Service Provider. Plan Sponsor agrees that all Advisory Services 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 Advisory Services Materials.

Section 3: Fees

The fees for the Services of MFIM under this Agreement 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 funds offered by the Service Provider following the execution of this Agreement, and shall be automatically renewed for additional one (1) year periods (each, a "**Renewal 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, a Participant or Plan Sponsor otherwise may have under ERISA or any securities law.

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).

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.

Exhibit A

Fee:

0.02% (2 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 the 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.