

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT



Legal Name of Plan: City of Clearwater 401(a) Money Purchase Pension Plan, ICMA 457 Government Plan and Trust, Nationwide 457 Government Plan and Trust

Name of Employer/Plan Sponsor: City of Clearwater

This Retirement Plan Advisory and Consulting Agreement and Appendices A, B and C, which are attached and incorporated by reference (collectively, the "Agreement"), is effective on the date noted on the signature page below (the "Effective Date"), if accepted by the Advisor and is made by and between (i) the Employer/Plan Sponsor (the "Sponsor") of the retirement plan named above (the "Plan") and (ii) IFP Advisors, Inc. ("Advisor"). Advisor does business as Independent Financial Partners ("IFP") and as Montgomery Plan Advisors. Advisor is a corporation with its principal office in Tampa Florida, and is federally registered with the U.S. Securities and Exchange Commission ("SEC") as an investment adviser under the Investment Advisers Act of 1940 (the "Advisers Act"). Advisor acts through its independent contractor investment advisor representative(s) identified on the signature page below (the "Investment Advisor Representative" or "IAR").

1. SERVICES

Advisor, through the Investment Adviser Representative, agrees to provide to the Plan the services selected by Sponsor by marking the box before each service in Appendix B ("Services"). The Services that may be selected in Appendix B are identified in Appendix B as either Advisory Services or Consulting Services. Failure to mark a box is an express indication that Advisor will not perform that Service.

1.1. Advisory Services

If Sponsor selects any service that is identified in Appendix B as an Advisory Service, Advisor and IAR will each act as a fiduciary, in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances. When providing any Advisory Services, Advisor will solely be making recommendations to Sponsor and Sponsor retains full discretionary authority or control over assets of the Plan. Sponsor is not required to implement any recommendations made by Advisor or to otherwise conduct business through Investment Adviser Representative. Any recommendations are based upon Advisor's professional judgment and the results are not guaranteed.

1.2. Consulting Services

Advisor agrees to perform any Consulting Service solely in a capacity that would not be considered fiduciary.

1.3. Limitations on Services

Sponsor understands and agrees that in providing any Service selected in Appendix B, Advisor:

- a) Will not, unless expressly stated in writing: (i) serve as a Plan custodian, third party administrator or recordkeeper; or (ii) assume the duties of a trustee of the Plan or administrator.
- b) Will have no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights regarding those securities, including delivering the prospectus for those securities. Sponsor reserves to itself all authority to vote proxies.
- c) Will have no authority or discretion to: (i) interpret the Plan documents (except as reasonably required to provide the services explicitly selected in Appendix B of this Agreement); (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action regarding the management or administration of the Plan. Specifically, and without limitation, Advisor, directly or acting through the Advisor, has no authority, discretion, or responsibility to: determine eligibility to participate in the Plan, calculate benefits, prepare or distribute any notices to participants or beneficiaries, perform recordkeeping or actuarial services, determine amount or timing of contributions to the Plan or distributions or withdrawals from the Plan, or select or certify any investment advice computer model or any other service not expressly stated in Appendix B.

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

- d) Will not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax advisor, as to all matters concerning the Plan, including, without limitation, the operations and administration of the Plan and how the Plan may comply with applicable law, including the Internal Revenue Code of 1986, as amended (the "Code").
- e) Will not have any responsibilities or potential liabilities for (i) investments offered by the Plan that are not recommended to the Plan by Advisor (e.g., employer securities or self-directed brokerage accounts), (ii) Plan assets that have been excluded from the Services, as designated in Appendix A, or (iii) special investment instructions made by Sponsor, as specified in Appendix A.
- f) Will not be responsible or liable for recommendations or services rendered by third-party service providers ("other provider") or the other provider's compliance with applicable laws, including, without limitation, the Code.

2. FEES

2.1. Amount and Payment

In consideration for the Services provided, Sponsor will pay, or will cause the Plan to pay, to Advisor the Fee(s) described in Appendix C ("Fees"). Sponsor acknowledges that the Plan may incur other fees and expenses, including but not limited to investment-related expenses imposed by other service providers and mutual fund managers not affiliated with Advisor. Those other fees and expenses charged by the Plan's custodian, trustee, third-party administrator, and/or recordkeeper are in addition to the Fees.

The only compensation received by Advisor for Services are the Fees, and no increase in the Fees will be effective without prior written Notice as defined in Section 10.5 of this Agreement. Despite this, and not necessarily related to the Services, various vendors, product providers, distributors and others may provide non-cash compensation by paying some expenses related to training and education, travel expenses, and attaining professional designations. Advisor and/or IAR might receive cash and non-cash compensation to subsidize its/their own training programs. Certain vendors may invite Advisor and/or IAR to participate in conferences, on-line training or provide publications that may further Advisor and/or IAR and employees' skills and knowledge. Some may occasionally provide Advisor and/or IAR gifts, meals and entertainment of reasonable value consistent with industry rules and regulations. (A more detailed description of the types and potential cash and non-cash compensation provided can be found in Advisor's Form ADV Part 2A and Advisor's Part 2B.)

2.2. Authorization to Remit Fees and Information

Sponsor agrees to instruct the Plan's recordkeeper or custodian (or other custodian of the Plan's assets) (collectively, "Recordkeeper") regarding its obligation to calculate the Fees according to Appendix C. Notwithstanding the Plan's obligation to pay Fees, Sponsor may elect within its sole discretion to pay any or all Fees to Advisor instead of the Plan paying the Fees, provided that any Fees remaining unpaid after thirty (30) days from the date of invoice will be due and payable immediately by the Plan. If Sponsor elects to direct the Recordkeeper to pay the Fees to Advisor from Plan assets pursuant to Appendix C, Sponsor will authorize the Recordkeeper to remit the Fees within thirty (30) days, directly to Advisor.

Advisor and the IAR are not liable to the Plan, Plan participants or beneficiaries, or any other fiduciary of the Plan or anyone else for errors made by others in the calculation or payments of Fees. Any miscalculation known to Advisor that results in overpayment by Sponsor, will be refunded promptly. Sponsor authorizes all third-party service providers to provide Advisor with copies of reports or information related to the Services and agrees to provide this authorization in a separate writing, if requested. If a Solicitor is named in Appendix A, Sponsor understands and agrees that Advisor will pay a portion of the Fees to the Solicitor in accordance with an agreement between the Solicitor and Advisor. These arrangements are described in Advisor's Form ADV Part 2A and in a separate solicitor's disclosure document. Solicitor is required to provide both of those documents to the Sponsor, and Sponsor acknowledges that it has received them.

The separate solicitor's disclosure document contains information about the services the Solicitor may perform, which may include one or more of the Consulting, as well as the amounts Advisor will pay to the Solicitor. These arrangements will not change the Fees that Sponsor pays to Advisor under this Agreement and the Fees rate will be the

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

same as for similarly situated sponsors who are not referred to Advisor by a Solicitor.

3. CUSTODY OF ASSETS AND OTHER SERVICES

The only Services Advisor will provide to the Plan are described in this Agreement. Custody of all Plan assets will be maintained with a third-party custodian selected by Sponsor, and Plan recordkeeping will be provided by a third-party recordkeeper selected by Sponsor. Advisor will have no custody of any Plan assets. Sponsor will be solely responsible for paying all Fees or charges of the Recordkeeper. Advisor will not have any liability for custodian and/or custodial arrangements or the acts, conduct, or omissions of the custodian. Sponsor authorizes the Recordkeeper to provide Advisor with copies of all periodic statements and other reports that the Recordkeeper sends to Sponsor.

Advisor is not responsible for placing trades or entering orders for securities transactions with Plan assets or executing any trades or orders. Advisor does not request or accept the discretionary authority to determine the broker-dealer to be used for Plan accounts. In accepting the Sponsor's direction to use a particular broker-dealer, Advisor will not have the authority to negotiate commissions among the various broker-dealers, and best execution may not be achieved, resulting in higher transaction costs for the Plan.

4. NON-EXCLUSIVITY

Sponsor understands that Advisor may perform services for other clients and may also give advice and take action in performing its duties for those other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Advisor has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.

5. VALUATION

Advisor may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Recordkeeper of the Plan's assets. In all events, Sponsor acknowledges that any valuation will not be any guarantee of the market value of any asset in the Plan.

6. REPRESENTATIONS OF SPONSOR

Sponsor represents that:

- 6.1. This Agreement is binding on the Sponsor, authorized by the Plan and does not violate any prior obligation or agreement.
- 6.2. Sponsor is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, the Code.
- 6.3. Sponsor will comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- 6.4. Advisor is not responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales; nor for determining whether the Plan is eligible to participate; nor whether it is in the best interests of the Plan to participate in a class action.
- 6.5. Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any arrangement is reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided.
- 6.6. Sponsor authorizes Advisor to initially deliver Advisor's Form ADV Part 2A, Form ADV Part 2B, and Advisor's Privacy Policy (collectively, the "Disclosure Documents") to Sponsor at the time of, or prior to, entering into this Agreement. Initial delivery of Advisor's Disclosure Documents will be made by one or more of the following methods: personal delivery, USPS or other recognized delivery service, or through the use of electronic means including electronic mail and/or posting to a website. Sponsor authorizes subsequent delivery of any documents to be made through the use of electronic means. Neither Advisor nor IAR is responsible for determining whether the use of any electronic communication complies with the applicable requirements of the Code. Advisor is not

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

responsible for prospectus delivery.

- 6.7. Before this Agreement was entered into, Advisor and/or any Solicitor provided to Sponsor information regarding services, compensation, fiduciary obligations and potential and/or actual conflicts of interest, and Sponsor acknowledges that it received that information sufficiently in advance of entering into this Agreement to make an informed decision to engage Advisor. The information is included in this Agreement and its Appendices, in Advisor's Form ADV Part 2A ("ADV"), IAR's Form ADV Part 2B ("Brochure Supplement"), and Advisor's Privacy Policy.
- 6.8. Any individual signing this Agreement and any appendices on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to Advisor and/or IAR or any of their affiliates; (ii) is a fiduciary of the Plan or other authorized delegate of Sponsor regarding the control or management of the assets of the Plan; (iii) has the power and authority to appoint registered investment advisers and consultants under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties and (iv) is authorized to sign on behalf of the Sponsor and no other signatures are required.
- 6.9. Sponsor will promptly provide Advisor any amendments to the Plan's governing documents that Advisor may request and are reasonably expected to alter or affect the performance of Services under this Agreement, in accordance with Section 10.5.
- 6.10. Sponsor has reviewed and considered the contents of the Agreement and has determined the Services to be: (i) in the best interests of the Plan and its participants; (ii) necessary for the operation of the Plan; and (iii) reasonable and appropriate based upon the compensation to be paid for the Services.
- 6.11. Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking retirement Plan distributions or how to invest the proceeds of a distribution. These other services will be performed separately from Services to the Plan, are not part of this Agreement, and will be defined in a separate agreement with the Plan participant individually.
- 6.12. If Fees are to be paid out of Plan assets, the documents governing the Plan permit payment of the Fees out of Plan assets. No Fees paid from Plan assets are for expenses relating to settlor functions, such as for decisions relating to the formation, design and termination of the Plan, unless otherwise authorized by law.
- 6.13. Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not guarantee any level of future investment performance.
- 6.14. Sponsor will cooperate fully with Advisor in providing the Services. Sponsor will authorize the Recordkeeper to provide Advisor information or data about the Plan, its participants and assets, and participant information that Advisor reasonably requests.
- 6.15. Advisor may engage third parties as subcontractors to assist Advisor in performing any Consulting Service and may engage sub-advisors to assist it in providing any Advisory Service.

7. REPRESENTATIONS OF ADVISOR

Advisor represents that:

- 7.1. Advisor is registered as an investment adviser under the Advisers Act, and will maintain its registration.
- 7.2. Advisor has the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- 7.3. Advisor will receive the Fees shown in Appendix C only, and does not receive any compensation from any third party in connection with the Services.

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

- 7.4. Advisor agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

8. INDEMNITY; DATA DISCLOSURE

8.1. Indemnification

a) RESERVED

b) RESERVED

c) Notwithstanding anything contained herein to the contrary, any indemnification provision shall not be construed as a waiver of any immunity to which Sponsor is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense Sponsor may have under § 768.28, Florida Statutes or as consent to be sued by third parties.

8.2. Data Disclosure

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

8.3. Information from Sponsor

The Services provided by Advisor are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Advisor is entitled to rely upon all information necessary to carry out the duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers, without independent verification by Advisor. Sponsor represents that all information provided to Advisor will be true, correct, timely and complete in all material respects.

Sponsor agrees to promptly notify Advisor in writing of any material change in information it provides and to promptly provide any additional information as may be reasonably requested by Advisor. Sponsor will promptly notify Advisor of any errors in accuracy or completeness in any of the data, analyses, opinions, or other information it provided to Advisor in connection with the Services. Advisor will not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Plan participants or beneficiaries, or other Plan fiduciary incur as a result of any errors in valuation or payment.

8.4. Authority to Receive Information from Third Parties

Advisor is authorized by Sponsor to obtain all information from service providers, investment managers, the Recordkeeper, the Plan's trustee and Plan's administrator as it may reasonably require. Sponsor authorizes the Plan's custodian, product vendor, trustee or any third party responsible for any aspect of Plan operation to promptly release the information to Advisor immediately upon request by Advisor. Advisor will not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon the information in performing Services. Advisor may obtain information from a wide variety of publicly available sources and do not claim to have sources of inside or private information.

9. TERMINATION

This Agreement terminates on January 1, 2023. Any party may terminate this Agreement without charge or penalty upon thirty (30) days prior written Notice to the other party. Advisor will be entitled to a pro-rata amount of compensation earned prior to the date of termination; alternatively, Plan will be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Advisor pursuant to this Agreement. Any termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to the termination, and the liabilities and obligations (together with the provisions of Sections 8, 10.8 and 11) will survive any expiration or termination of this Agreement. Upon termination, Advisor will have no further obligation under this Agreement to act or advise Sponsor with respect to Services except as agreed to by the parties at the time of termination.

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

10. GENERAL PROVISIONS

10.1. Assignability

This Agreement is not assignable by either party without the prior written consent of the other party. Sponsor will be deemed to provide written consent to any proposed assignment if the procedures of Section 10.3, known as "negative consent" procedures, are followed. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management will not be deemed an assignment.

10.2. Effect

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

10.3. Modification

This Agreement may be modified, including without limitation the Services to be provided by Advisor, or the Fees charged by Advisor: (i) by written agreement between Advisor and Sponsor; or (ii) in accordance with the following procedure:

Advisor may propose to change the Fees charged, to change the Services provided, to assign the Agreement or otherwise modify this Agreement by giving Sponsor at least sixty (60) days advance Notice of the proposed change. The Notice will be given in the manner described in Section 10.5 below. The Notice will: (i) explain the proposed modification of the Fees, Services, assignment or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject in writing the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

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

Notwithstanding the above, Sponsor may update information contained in Appendix A at any time in any reasonable manner.

10.4. Severability

Should any of the provisions of this Agreement be rendered invalid by a court or governmental agency of competent jurisdiction, it is agreed that this will not affect the enforceability of the other provisions of this Agreement, which will remain in full force and effect.

10.5. Notices

Notice means any notice required or permitted under this Agreement which is in writing and (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; or (iv) sent via facsimile.

To Advisor:

Independent Financial Partners, Attn: Plan Advisors Division, 3030 N. Rocky Point Dr. W., Suite 700, Tampa, FL 33607, Fax #: 813-282-4654.

To Sponsor c/o plan fiduciary or other authorized signatory:

To the address (or Fax number, or Email address as applicable) in Appendix A – Employer Profile, or the last address Advisor has in its records following written Notice from Sponsor.

All Notices will be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

10.6. Headings

All headings are for ease of reference only and in no way will be understood as interpreting, decreasing or enlarging the provisions of this Agreement.

10.7. Entire Understanding

IFP is to perform the work as defined in Request for Proposals (RFP 18-17), in accordance with the terms and conditions specified therein, together with any addendums and other specifications, which are hereby incorporated by reference and made a part of this Agreement. In the event of a conflict between this Agreement and the incorporated RFP 18-17 documents, these Agreement terms shall prevail. This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

10.8. Applicable Law; Forum

This Agreement is governed by, and interpreted in accordance with the laws of the State of Florida without reference to conflict of law principles, unless preempted by federal law. The parties agree that any arbitration under Section 11 below must be conducted in (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement must be instituted and resolved in a State or Federal court in) Tampa, Florida and each party irrevocably submits to the jurisdiction and venue in that city (and if applicable, that court).

10.9. Waiver or Limitation

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

11. DISPUTE RESOLUTION

All disputes, actions or controversies between Sponsor and Advisor which may arise out of or relate to any of the Services provided under this Agreement, or the construction, performance or breach of this or any other agreement between Advisor and Sponsor, whether entered into prior to, on or subsequent to the date hereof, will be resolved by negotiation of the parties acting in good faith.

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

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

Legal Name of Plan: City of Clearwater 401(a) Money Purchase Pension Plan, ICMA 457 Government Plan and Trust, Nationwide 457 Government Plan and Trust

Name of Employer/Plan Sponsor: City of Clearwater

IFP Advisors, Inc., by its Investment Advisor Representative(s)

Responsible Plan Fiduciary(s)

THIS AGREEMENT CONTAINS A BINDING AGREEMENT TO ARBITRATE IN SECTION 11, page 7 and 8. Sponsor understands that the agreement to arbitrate does not constitute a waiver of his or her right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

1. W. Michael Montgomery 11-1-2017
Signature Date
W. Michael Montgomery
Print Name

1. _____
Signature Date

Print Name Title

E-mail Address

2. _____
Signature Date

Print Name

2. _____
Signature Date

Print Name Title

E-mail Address

3. _____
Signature Date

Print Name

3. _____
Signature Date

Print Name Title

E-mail Address

Split Rep ID for Multiple Representatives: _____

Accepted by IFP Advisors, Inc.

Shannon Kujawa 10/30/2017
Signature Date
Compliance Analyst
Title

Effective Date of This Agreement: 1/1/2018

Agreement: ☒ New ☐ Update ☐ Conversion

**Non-ERISA RETIREMENT PLAN ADVISORY
AND CONSULTING AGREEMENT**

Countersigned:

-georgencetekos

George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

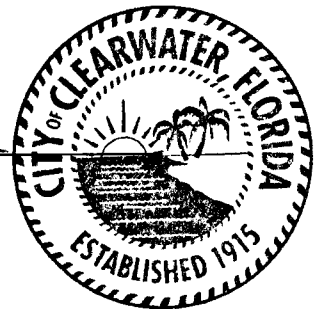
By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Matthew Smith
Matthew Smith
Assistant City Attorney

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

APPENDIX A – PLAN INFORMATION

Employer Profile

Employer/Plan Sponsor Name:	City of Clearwater	Phone Number:	(727) 562-4876
Street Address:	100 South Myrtle Avenue	City, State, Zip	Clearwater, FL 33756
Mailing Address (if Different):		City, State, Zip	
Employer d/b/a (if any):		Employer ID:	
Legal Type of Organization:	City Government	Industry:	Government

Plan Profile

Legal Plan Name:	City of Clearwater 401(a) Money Purchase Pension Plan, ICMA 457 Government Plan and Trust, Nationwide 457 Government Plan and Trust
Plan Tax ID (if different from Employer ID):	

Plan Type

<input type="checkbox"/> Profit Sharing Plan	<input type="checkbox"/> Defined Benefit Plan	<input checked="" type="checkbox"/> 457(b)
<input type="checkbox"/> 401(k) Plan	<input type="checkbox"/> Cash Balance Plan	<input type="checkbox"/> 403(b)
<input checked="" type="checkbox"/> Other: 401(a) Money Purchase Plan		

Participant or Trustee Directed Plan

<input checked="" type="checkbox"/> Participant Directed	<input type="checkbox"/> Trustee Directed	<input type="checkbox"/> Both (explain):
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Plan Status

Is this a new Plan?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Other Plan Providers (not parties to this Agreement)

Provider/Recordkeeper 1 Name:	ICMA-RC	Contact Name:	Arthur Flattich
Account/Contract #:	300629 / 109729	Email Address:	AFlattich@icmarc.com
Provider/Recordkeeper 2 Name:	Nationwide Retirement Plans	Contact Name:	David A. Bazzel, ChFC, CRC
Account/Contract #:	0035678	Email Address:	bazzeld@nationwide.com
Provider/Recordkeeper 3 Name:		Contact Name:	
Account/Contract #:		Email Address:	
Provider/Recordkeeper 4 Name:		Contact Name:	
Account/Contract #:		Email Address:	
TPA Name ¹ :		Contact Name:	
Account/Contract # ² :		Email Address:	
Custodian Name ¹ :		Contact Name:	
Account/Contract # ² :		Email Address:	
Participant Services Provider ² :		Contact Name:	
Account/Contract # ² :		Email Address:	

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

APPENDIX A – PLAN INFORMATION (Cont'd)			
Other Fiduciaries (not parties to this Agreement)			
	3(16) Capacity	3(21) Capacity	3(38) Capacity
Contact Name:	N/A	N/A	N/A
Company Name:			
Email Address:			
Phone Number:			

Total Assets in Plan	
Estimated Total Plan Assets in U.S.\$:	\$ 71,400,000

Projected Annual Plan Cash Flow	
Estimated Annual Average Contribution from Plan Participants:	\$ 2,484,000
Estimated Annual Average Contributions from Employer:	\$ 410,000
Estimated Annual Average Distributions to Plan Participants:	\$

Company Employee Demographics	
Estimated Number of Participants with Account Balances:	1,185

Plan Assets Excluded from the Services in this Agreement (if any)

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

Investment Policy Statement ("IPS")		
1. Does the Plan currently have an approved IPS?	<input checked="" type="checkbox"/> Yes	If yes, attach the IPS and no further information is needed.
	<input type="checkbox"/> No	See question 2 below.
2. (Answer this question only if you answered "No" to question 1 above) Will the Sponsor update and/or implement an IPS as part of this Agreement?	<input type="checkbox"/> Yes	Submit IPS when adopted by Sponsor.
	<input type="checkbox"/> No	Complete Plan Objectives below:

Diversification Objective of Plan (Used only if IPS will not be completed)	
<input type="checkbox"/>	Provide a diversified menu of investment options for plan participants covering a range of investment objectives appropriate for individual retirement needs.
<input type="checkbox"/>	Please list any specific Diversification Objectives:
Liquidity Objective of Plan	
<input type="checkbox"/>	Provide a diversified menu of investment options for plan participants who may have different liquidity needs.
<input type="checkbox"/>	Please list any specific Liquidity Objectives:
Time Horizon Objective of Plan	
<input type="checkbox"/>	Provide a diversified menu of investment options for plan participants who may have different investment time horizons.
<input type="checkbox"/>	Please list any specific Time Horizon Objectives:
Risk Tolerance Objective of Plan	
<input type="checkbox"/>	Provide a diversified menu of investment options for plan participants who may have different investment risk tolerances.
<input type="checkbox"/>	Please list any specific Risk Tolerance Objectives:
Other Special Investment Instructions (if any)	

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

APPENDIX B – SCHEDULE OF RETIREMENT PLAN SERVICES (Check Only those Services INVESTMENT ADVISER REPRESENTATIVE will Perform)

ERISA FIDUCIARY SERVICES



1.) RECOMMEND ESTABLISHING AND REVISING THE PLAN'S INVESTMENT POLICY STATEMENT ("IPS")

Advisor will review with the Plan Fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, the Advisor will recommend investment policies to assist the Plan Fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will recommend to the Plan Fiduciary revisions that will establish investment policies that are congruent with the Plan's objectives.



2.) RECOMMEND AND MONITOR THE INVESTMENTS:

Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to select the investment options to be offered to Plan participants, or to be held by the Plan, in the case of a trustee-directed Plan. Once the Plan Fiduciary selects the investment options, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information and recommendations to assist the Plan Fiduciary to monitor the investment options. If the IPS criteria require an investment option to be removed, Advisor will provide information, analysis and recommendations to the Plan Fiduciary to help evaluate replacing investment option with alternative(s).



3.) RECOMMEND AND MONITOR QUALIFIED DEFAULT INVESTMENT ALTERNATIVE(S) ("QDIAs"):

Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to select the Plan's Qualified Designated Investment Alternatives (QDIAs) for Plan participants that fail to direct the investment of their accounts. Once the Plan Fiduciary selects the QDIAs, Advisor will provide reports, information and recommendations, on a periodic or upon reasonably requested basis, to assist the Plan Fiduciary to monitor the investments options. If the IPS criteria require an investment option to be removed, Advisor will provide information and analysis to assist the Plan Fiduciary to evaluate replacing a QDIA.



4.) RECOMMEND CREATING AND MAINTAINING ASSET ALLOCATION PORTFOLIOS ("MODEL PORTFOLIOS"):

Based on the Plan's IPS or other investment guidelines established by the Plan, the Advisor will review the investment options available to the Plan and will make recommendations to assist the Plan Fiduciary to create and maintain Model Portfolios. Model Portfolios provide a process to allocate an account among the investment options to meet various risk profiles and investment objectives. Once the Plan Fiduciary approves the Model Portfolios, the Advisor will provide reports information and recommendations, on a periodic basis, designed to assist the Plan Fiduciary to monitor the Plan's investment options. If the IPS criteria require an investment option to be removed, the Advisor will provide information and analysis to assist the Plan Fiduciary to evaluate replacing investment(s) options with alternative(s) to be included in the Model Portfolios. Upon reasonable request, Advisor will make recommendations to the Plan Fiduciary to rebalance the Model Portfolios to maintain their desired allocations.



5.) RECOMMEND AND MONITOR INVESTMENT MANAGERS:

Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the potential investment managers available to the Plan and will make recommendations to assist the Plan Fiduciary to select one or more investment managers. Once the Plan Fiduciary approves the investment manager, Advisor will provide, on a periodic basis, reports, information and recommendations to assist the Plan Fiduciary to monitor the Plan's investment managers. If the IPS criteria require an investment manager to be removed, Advisor will provide information and analysis to assist the Plan Fiduciary to evaluate replacing investment manager(s).



6.) PARTICIPANT INVESTMENT ADVICE:

Advisor will, periodically and upon reasonable request, collect (directly from a participant and/or from Sponsor or its designee) information necessary to complete a Profile which will include client information, including the participant's individual investment objectives, risk tolerance and time horizon. Based upon each participant's Profile, Advisor will make recommendation for investing the participant's individual Plan account among one or more of the Plan's chosen investments and/or Models.

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

APPENDIX B – SCHEDULE OF RETIREMENT PLAN SERVICES (Check Only Those Services INVESTMENT ADVISOR REPRESENTATIVE will Perform)

NON-FIDUCIARY SERVICES

1. Plan Governance and Committee Education:

- ☒ A. Review Plan demographics, goals and objectives, and current Plan features to assist Sponsor in matching the Plan with Plan participants' needs and regulatory changes. These Services do not include settlor functions, such as plan design, unless related Fees are paid directly by Sponsor as specified in Appendix C, Item 4
- ☒ B. Provide investment education to the committee, which may include, without providing any personalized investment recommendations or advice, information about the Plan; general financial, investment, and retirement information; asset allocation models; and interactive investment materials
- ☒ C. Explain the retirement Plan's committee structure and members' fiduciary responsibilities
- ☒ D. Review participant education and communication strategy, including ERISA 404(c) requirements
- ☒ E. Provide guidance for developing and maintaining audit ready fiduciary file(s)
- ☒ F. Attend periodic meetings with Plan committee (upon request by Plan Sponsor), up to _____ per year
- ☒ G. Explain Plan's investments and provide objective performance information compared to benchmarks established in the Plan's Investment Policy Statement or other criteria established by Sponsor

2. Assist Sponsor with Selecting and Reviewing Other Service Providers (not parties to this Agreement):

- ☒ A. Help Sponsor evaluate 408(b)(2) disclosures as compared to services and fees from other Plan service providers
- ☒ B. Periodically benchmark fees and services to help sponsor assess whether they are reasonable
- ☒ C. Help Sponsor prepare, distribute and evaluate provider Requests for Proposals ("RFPs") and/or Requests for Information ("RFIs") to other service providers
 - ☐ Provided only upon future request by Plan Sponsor, and for an additional fee negotiated at the time
- ☒ D. Help Sponsor transition accounts and/or convert Plan to new service provider
- ☒ E. Assist Sponsor by acting as a liaison to other service providers to the Plan, but only under instruction from the Sponsor

3. Employee/Participant Investment Education and Communication:

- ☐ A. Conduct group enrollment meetings, at least _____ per year
- ☐ B. Provide investment education to participants, which may include, without providing any personalized investment recommendations or advice, information about the Plan; general financial, investment, and retirement information; asset allocation models; and interactive investment materials
- ☐ C. Provide education about plan fees and expenses
- ☐ D. Help participants assess their readiness to retire
- ☐ E. Provide participants with periodic market updates, or periodic newsletter on request

4. Other Services (may be added only upon consultation with home office):

Non-ERISA RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT

APPENDIX C - FEE SCHEDULE

1. Advisory Fees are to be Paid to:																								
Independent Financial Partners (IFP) FBO <u>W. Michael Montgomery</u> 3030 N. Rocky Point Dr. W., Ste. 700 Tampa, FL 33607																								
2. Fee Schedule (Must choose one or more)			Source of Payment																					
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Paid from Assets¹</th> <th style="width: 50%;">Paid by Sponsor²</th> </tr> </table>	Paid from Assets ¹	Paid by Sponsor ²																			
Paid from Assets ¹	Paid by Sponsor ²																							
<input type="checkbox"/>	Annual Asset-Based Fee. Fees (or commission) based on percentage of Plan assets of _____ basis points ("bps"), 100 bps = 1% of assets).		<input type="checkbox"/> <input type="checkbox"/>																					
<input checked="" type="checkbox"/>	Annual Flat Fee. \$ <u>36,500</u> .		<input type="checkbox"/> <input checked="" type="checkbox"/>																					
<input type="checkbox"/>	Fee Per Unit. \$ _____ per _____ (named unit to which unit fee is applied)		<input type="checkbox"/> <input type="checkbox"/>																					
<input type="checkbox"/>	First Year Transition Expense Fee of \$ _____ or _____ bps (one time).		<input type="checkbox"/> <input type="checkbox"/>																					
<input type="checkbox"/>	One-time Project Fee of \$ _____, for Specific Project, Provide details in Section 4 below)		<input type="checkbox"/> <input type="checkbox"/>																					
<input type="checkbox"/>	Annual Fee, as percentage of plan assets, per schedule below: <input type="checkbox"/> Tiered <input type="checkbox"/> Breakpoint		<input type="checkbox"/> <input type="checkbox"/>																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Value of Plan Assets (range)</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$0.0</td> <td style="text-align: center;">to \$ _____</td> <td style="text-align: center;">_____ bps</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">to \$ _____</td> <td style="text-align: center;">_____ bps</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">to \$ _____</td> <td style="text-align: center;">_____ bps</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">to \$ _____</td> <td style="text-align: center;">_____ bps</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">to \$ _____</td> <td style="text-align: center;">_____ bps</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">to \$ Up</td> <td style="text-align: center;">_____ bps</td> </tr> </tbody> </table>		Value of Plan Assets (range)		Fee	\$0.0	to \$ _____	_____ bps	\$ _____	to \$ _____	_____ bps	\$ _____	to \$ _____	_____ bps	\$ _____	to \$ _____	_____ bps	\$ _____	to \$ _____	_____ bps	\$ _____	to \$ Up	_____ bps	
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\$ _____	to \$ Up	_____ bps																						
¹ Authorization to pay: Sponsor authorizes the Platform Provider/ Recordkeeper to deduct Fees from Plan assets and pay the Advisor. ² If Paid by Sponsor, Fees will be billed to the Sponsor and due upon receipt.																								
3. Payment Frequency, Timing, and Method (Must Choose One Option for Each)																								
Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____ Timing: <input type="checkbox"/> In Arrears <input checked="" type="checkbox"/> In Advance Method: <input type="checkbox"/> Based on the value of Plan assets in the method determined by Platform Provider/Recordkeeper. <input type="checkbox"/> Based on the value of Plan assets at the beginning of the current period if In Advance or at the end of the previous period if In Arrears. <input checked="" type="checkbox"/> Flat Fee, as noted above.																								
4. Additional Payment /Project Details (if any):																								
5. Expenses: Sponsor will pay Advisor the following expenses (include detail, such as travel expenses of IAR):																								
No additional fees or expense reimbursement																								