

____ (“Client”)

This Qualified Retirement Plan Consulting Services Agreement ("Agreement") is entered into by and between the above named Client and Raymond James & Associates, Inc. ("Consultant"), a U.S. Securities & Exchange Commission ("SEC") Registered Investment Adviser.

Client desires to receive Services through Consultant's Investment Adviser Representative(s) ("IAR"). In consideration of the mutual benefits to be derived from this Agreement, Consultant and Client agree to the following terms and conditions:

1. **Services.** Consultant through its IAR shall provide Client the Services set forth in Schedule A (the "Services"). In conjunction with the Services, IAR generally will assist Client in defining financial goals and objectives to be pursued in the areas indicated on Schedule A, and to supply analysis and recommendations as to the actions and investment strategies necessary to attain the selected goals and objectives. Nothing in this Agreement shall limit Consultant's right to engage one or more subcontractors or agents (each, a "Designee") to provide all or any portion of the Services, but no such engagement shall relieve Consultant of its duties, responsibilities, obligations, agreements or liabilities under this Agreement. Consultant, its Designees and IAR hereinafter are jointly referred to as Consultant, unless specific references are made to the duties of the IAR.

Basis of Advice. Client acknowledges that Consultant obtains information from a wide variety of publicly available sources and certain private sources. The advice provided by Consultant to Client is based upon its analysis of such information and Consultant cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or reviews are based. With respect to previous investment performance information, Client acknowledges that such information is not necessarily indicative of future results.

Service Limitation. Client acknowledges that Consultant's services are limited to recommendations, and that nothing in this Agreement requires Client to implement or follow any recommendation or investment advice provided by IAR and that the implementation of all (or any portion) of IAR's recommendations or investment advice is at the discretion of Client.

Client understands that it will retain absolute discretion over and responsibility for investment and implementation decisions, specifically including the selection of investment managers, trustees or other investment advisers, and shall remain free to obtain legal, accounting, actuarial, consulting, advisory and other professional services from any source. By engaging Consultant, Client acknowledges (i) Consultant has no discretionary authority or control with respect to Client's assets, and (ii) any recommendations by Consultant will be implemented only if accepted and acted upon by Client. Consultant shall cooperate with any investment manager, trustee, attorney, accountant, or broker-dealer chosen by Client with regard to implementation of any recommendations.

2. **Client Responsibilities.** Client recognizes the value and usefulness of the Services will be dependent upon the information that Client provides to Consultant. All consulting services, recommendations or investment advice made by Consultant as part of the Services will be based upon the information provided by Client. Client shall respond promptly to any reasonable request for information or document made by Consultant or the IAR providing the Services. Client warrants and represents that such information is and will at all times be accurate and complete. Client will promptly notify Consultant in writing of any material changes in any information previously provided to Consultant, or that may affect the Services being provided to Client pursuant to this Agreement, including but not limited to, financial condition, investment objectives, risk tolerance, and investment time horizon. Client understands that Consultant, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by Client or on its behalf, without further investigation.
3. **Fees.** Client shall compensate Consultant in accordance with the attached Schedule B (the "Fees"). Consultant reserves the right to offset or waive Fees or a portion thereof.
4. **Legal, Accounting, Tax and Actuarial Tax Services.** It is understood and agreed by Client that Consultant, its Designees or IAR will not provide legal, accounting, tax or actuarial services, nor prepare any legal, accounting, tax or actuarial documents. Client acknowledges that Consultant is not engaged in the business of providing such services and has not been engaged to provide such services. Client acknowledges that Consultant strongly advises

Client to retain competent tax, legal and other professionals to render such services with respect to this Agreement or implementing any recommendations made in conjunction with the Services provided under this Agreement. Investment advice generally has tax ramifications inherent in the advice being delivered but this is not construed as tax advice.

5. **Conflicts of Interest.** Client understands that Consultant and its IAR are also engaged in the securities business and may offer to sell insurance and other investment products. Consultant is a registered broker-dealer and investment adviser. Client has no obligation to purchase or sell any investment, insurance, or other product or service with Consultant and/or its affiliates. Client is free to choose any broker or agent to provide any consulting services, implement any recommendations or investment advice. Client understands that Consultant and IAR may have a conflict of interest in preparing any consulting services or recommendations when the recommendations will be implemented through Consultant. Client understands Consultant and its affiliates perform, among other things, research, brokerage, consulting and investment advisory services for various clients, including other similar plans and clients. Nothing in this Agreement shall in any way restrict the right of Consultant to perform services for any other client or impose on the Consultant any obligation to recommend for purchase or sale by or for the Client any security that the Consultant may recommend for another client. Nor shall Consultant's performance of services for any other client, in and of itself, be deemed to violate or give rise to any duty or obligation to Client. By reason of its investment banking or other activities, Consultant and its affiliates may from time to time acquire confidential or material non-public information. Client understands and accepts that Consultant will not be free to divulge, nor to act upon, such information with respect to its activities under this Agreement. Implementation of only a portion of the recommendation(s) or investment advice may have an adverse effect on the overall objectives of the Services provided to Client.
6. **Limitation of Liability.** Client acknowledges that all consulting services provided by Consultant shall be limited to the Services described on Schedule A. Consultant will not be responsible for the acts, omission, or insolvency of the Client or any other agent, broker, or independent contractor selected to take actions for or on behalf of Client. Client understands that there is no guarantee Client's investment objectives will be achieved. To the fullest extent permissible by law, Consultant will in no event be liable for any indirect, special or consequential damages, including without limitation lost profits, however any such damages may arise and irrespective of whether Consultant has been advised of the possibility of such damages. To the fullest extent permissible by law, Consultant shall in no event be liable for more than Consultant has been paid under this Agreement.
7. **ERISA.** As applicable, the Employee Retirement Income Security Act of 1974 ("ERISA") requires a fiduciary to discharge its duties respecting an employer sponsored benefit plan (the "Plan") solely in the interest of the Plan's participants and beneficiaries and in a prudent fashion. Accordingly, if Client is engaging Consultant to provide Services to a Plan, the individual executing this Agreement on behalf of Client represents that Client is acting in the role of the responsible plan fiduciary with respect to participation in this Agreement. Additionally, if this Agreement is established on behalf of an employee benefit plan subject to the provisions of ERISA, the person(s) executing this Agreement on behalf of the Plan hereby represents that they are a "named fiduciary" as that term is defined under ERISA, with respect to the control or management of the assets of the Plan, and that they are empowered to appoint Consultant as a service provider for the Plan. Such Authorized Plan Fiduciaries hereby acknowledge that the designation of Consultant as service provider, and the investments and related transactions contemplated by this Agreement, are consistent with and permissible under the Plan documents.
8. **Representations and Warranties.** Client, through the person executing on behalf of Client (the "Authorized Person"), represents and warrants to Consultant that:
- The Authorized Person has the full power and authority under applicable law or document (ex. Plan documents or partnership agreement), and has taken all action necessary, to negotiate the terms of this Agreement, including Fees, and to execute, deliver and perform this Agreement;
 - Such applicable law or document authorizes the retention of a service provider such as Consultant to provide the Services contemplated by this Agreement;
 - Under such applicable law or document, the Authorized Person represents all of the persons necessary to bind Client to the terms of this Agreement and that upon commencement this Agreement constitutes Client's legal, valid and binding obligation, and is enforceable against Client in accordance with the terms and conditions herein and subject to applicable law;

- d. Client will provide to Consultant upon the request of Consultant any and all additional documentation necessary to establish the authority of the Authorized Person to act on behalf of Client or as represented and warranted herein; and
 - e. The execution, performance and delivery of this Agreement shall not result in Client violating any applicable law or breaching or otherwise impairing any of its contractual obligations.
9. **Compliance with Laws.** Consultant, IAR, Designees and Client shall comply with the Investment Advisers Act of 1940, as amended (the "Act"), regulations enacted thereunder, and all state and federal laws, rules and regulations applicable to their respective duties and obligations under this Agreement or their respective businesses.
10. **Acknowledgement of Disclosure Brochure Delivery.** As required by Rule 204-3 under the Act, Client acknowledges receipt of Consultant's Form ADV Disclosure Brochure (Part 2A) and Brochure Supplement(s) (Part 2Bs). Additional disclosure documentation will be provided to Client as applicable. A copy of such disclosure document was provided prior to or at the time Client enters into the Agreement. Consultant is a wholly-owned subsidiary of Raymond James Financial, Inc., a publicly owned company. Please refer to Consultant's Form ADV for more information regarding Consultant's business policies and personnel, including its relationships with affiliated entities.
11. **Electronic Consent.** By providing Consultant with an email address, Client consents to the electronic delivery of regulatory disclosures and other related information, as applicable, and agrees to promptly notify Consultant of any changes to Client's email address or other contact information. Client may withdraw their consent at any time and will thereafter receive paper copies of such information without charge. In order to receive information electronically Client must have access to a personal computer capable of viewing portable document files (.pdf) and access to the internet. Consultant reserves the right to terminate this service at any time or fulfill its obligation to deliver information to Client by mail as necessary.
12. **Term.** This Agreement shall become effective when this Agreement has been executed by Client and upon the date of approval and acceptance of the appropriate supervisory manager and/or principal of Consultant.
13. **Termination.** Client may terminate this Agreement without penalty within five (5) business days from the effective date of this Agreement without cost or penalty. Consultant may terminate this Agreement at any time by providing Client written notice of such election. Client may terminate this Agreement by providing written or verbal notice of such election to Consultant, subject to verification. Upon termination of this Agreement, Consultant will not be obligated to provide any further Services to Client under this Agreement.
14. **Confidentiality.** All information and investment advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by regulatory agencies and/or state or federal law. Consultant is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Consultant to perform Services as designated by this Agreement. Notwithstanding the foregoing, Consultant hereby requests, and by including this sentence in this Agreement, Client hereby authorizes inclusion of Client's name in lists of representative clients serviced by Consultant in Consultant's brochure or other informational materials. To the extent either party receives or maintains nonpublic personal information or Personally Identifiable Information ("PII"), the parties shall comply with the applicable privacy laws related to the receipt and maintenance of such information.
- Information Sharing.** Consultant has implemented appropriate measures, policies and procedures reasonably designed to (a) protect against unauthorized access to or use of PII provided by Client or Client's agent(s) that could result in substantial harm or inconvenience to Client, and (b) ensure the lawful destruction of the PII as necessary. Moreover, Consultant may seek reciprocal representations from Client's agent(s) that are reasonably designed to meet the requirements of: (a) the Gramm-Leach Bliley Act and (b) Regulation S-P, Regulation S-AM and any other applicable federal laws with regard to the receipt of, handling of, or access to Client PII. Client acknowledges and agrees that its PII may be shared with Consultant's employees, affiliates, contractors, or agents who have a need to know or carry out the business purposes for which the Client PII is disclosed and shall use and disclose the Client's PII only for the purposes for which the Client's PII is disclosed. Client agrees to provide any necessary authorizations to Consultant in order for Consultant to receive and use Client's PII as needed in order to perform the Services under this Agreement.

- 15. Amendment and Waiver.** This Agreement may be amended by (1) Consultant upon thirty days' written notice signed by a duly authorized officer of Consultant and delivered to Client pursuant to Section 10 above, or (2) by a writing approved by, and executed by, the parties hereto. No waiver of any provision of this Agreement shall be binding unless in writing and executed by the party granting such waiver. Such waiver shall not constitute a permanent future waiver of such provision.
- 16. Severability.** The provisions of this Agreement shall be severable, and if any provision herein shall be determined to be illegal, unenforceable or void, the remaining provisions shall be deemed to be valid and fully enforceable.
- 17. Headings.** Section headings of this Agreement are included for convenience only. Headings shall not affect the meaning, or the terms in any section.
- 18. Entire Agreement.** This Agreement and any Schedules attached hereto represent the entire Agreement between the parties with regard to Services and Fees set forth herein and supersedes any prior understanding or agreement, oral or written.
- 19. Non-Exclusive Management Services.** It is understood that the Consultant performs investment consulting services for other clients. Client agrees that the Consultant may give advice with respect to any of its other clients, which may differ from advice given, or the timing or nature of the action taken, with respect to the Client.
- 20. Surviving Provisions.** The terms of Provisions 6 - "Limitation of Liability", 14 - "Confidentiality," and 23 - "Indemnification," shall survive the termination or expiration of this Agreement.
- 21. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and all statutes thereunder, including statute of limitations, without the application of the principles of choice of law. In addition, this Agreement is also intended to conform to the requirements of, and to be construed and interpreted in accordance with, the Employee Retirement Income Security Act of 1974, when applicable.
- 22. Successors and Assigns.** Except as provided for in this Section, no assignment (as that term is defined in the Investment Advisers Act of 1940, as amended) of this Agreement may be made by either party except with the written consent of the other party; provided however nothing in this Section will prevent Consultant from using any Designees as described in Section 1 above. Notwithstanding the foregoing, Consultant shall provide Client thirty (30) days' prior written notice (the "Notice Period") of assignments involving Consultant including an effective date of such assignment. Continued acceptance of services under this Agreement after the Notice Period shall be deemed consent, provided no written objection by Client is received prior to the end of the Notice Period. In addition, Consultant may assign its rights, responsibilities and obligations to a parent (direct or indirect), subsidiary or an affiliate thereof. Successors of an entity may assume the obligations, rights or responsibilities under this Agreement without written consent of all parties if there is no change in actual control or management of the entity and no material change in the ability to perform services contemplated under this Agreement.
- 23. Indemnification.**
- a. Client agrees to defend, indemnify and hold harmless Consultant, its affiliates and their respective officers, directors and/or employees from any and all liability or expense, including reasonable attorneys' fees and disbursements, in any demand, claim, suit or other matter, including a regulatory agency inquiry or investigation, settlement or similar arrangement agreed to in lieu of commencement of litigation or a proceeding, arising from Client's: (i) willful misconduct, bad faith or gross negligence; (ii) breach of this Agreement or the representations and warranties contained therein; or (iii) violation of applicable law, rule or regulation in performing its duties under this Agreement.
 - b. Consultant agrees to indemnify and hold harmless Client, its affiliates and their respective officers, directors and/or employees from any and all liability or expense, including reasonable attorneys' fees and disbursements, in any demand, claim, suit or other matter, including a regulatory agency inquiry or investigation, settlement or similar arrangement agreed to in lieu of commencement of litigation or a proceeding arising from Consultant's willful misconduct, bad faith or gross negligence.
 - c. **Settlement; Entry of Judgment.** A party seeking indemnification hereunder ("Indemnified Party") will not, without the prior written consent of the party from whom indemnification is sought (the "Indemnifying Party"), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or

proceeding in respect of which indemnification may be sought hereunder (whether or not such Indemnifying Party is an actual or potential party to such claim, action, suit or proceeding).

- d. Each party shall promptly notify the other party of an action commenced against it for which indemnity may be sought hereunder, but a party's failure to so notify the other party shall not relieve such other party from any liability which it may have otherwise than on account of this indemnity Agreement. If the Indemnifying Party so elects and the Indemnified Party agrees, the Indemnifying Party will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of fees and disbursements of such counsel, and the Indemnifying Party shall not thereafter be liable to the Indemnified Party for any additional expenses.
- e. If the Indemnifying Party fails to employ counsel in a timely manner, then the Indemnified Party may employ separate counsel to represent or defend it in any such action or proceeding and the Indemnifying Party will pay the reasonable fees and disbursements of such counsel. In any action or proceeding the defense of which the Indemnifying Party assumes, the Indemnified Party will have the right to participate in such litigation and to retain counsel at its own expense.

24. Independent Contractor. Each party is and will hereafter act, pursuant to this Agreement, as an independent contractor of the other, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Consultant and Client.

25. Force Majeure. In the event any party is unable to perform its obligations or duties under the terms of this Agreement because of acts of God, strikes, riots, acts of war, equipment failures or power or other utility failures or damage or other cause reasonably beyond its control, such Party shall not be liable for any and all losses, damage, costs, charges, counsel fees, payments, expenses or liability to any other party (whether or not a party to this Agreement) resulting from such failure to perform its obligations or duties under this Agreement or otherwise from such causes. This provision shall in no way excuse any party from any liability that results from the party's failure to have in place appropriate and reasonable disaster recovery plans designed to enable that party to perform its obligations and duties under this Agreement.

26. Arbitration Disclosures. This Agreement contains a pre-dispute arbitration clause. By signing this Agreement the parties agree as follows:

- a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b. Arbitration awards are generally final and binding: a party's ability to have a court reverse or modify an arbitration award is very limited.
- c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- d. The arbitrators do not have to explain their reason(s) for the award, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g. The rules of arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

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

Qualified Retirement Plan Advisory Consulting Services Agreement

RAYMOND JAMES

27. Arbitration and Dispute Resolution.

- a. Any dispute or controversy, either arising in the future or in existence now, between the parties to this Agreement will be resolved by arbitration conducted before the Financial Industry Regulatory Authority, or other self-regulatory organizations (SRO) subject to the jurisdiction of the Securities and Exchange Commission (SEC) pursuant to the arbitration rules of the applicable SRO, and in accordance with the Federal Arbitration Act (Title 9 of the United States Code).
- b. A court of competent jurisdiction may enter judgment based on the award rendered by the arbitrators.
- c. Nothing in this Agreement shall be deemed to limit or waive the application of any relevant state or federal statute of limitation, repose or other time bar. Any claim made by either party to this Agreement which is time barred for any reason shall not be eligible for arbitration.

28. Jury Trial Waiver. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. The prevailing party in any action or legal proceeding shall be entitled to reasonable costs and attorneys' fees.

AUTHORIZED CLIENT REPRESENTATIVE(S):

Name:

Name:

Signature Date
Title:

Signature Date
Title:

Street Address (please print above line)

Phone No (please print above line)

City, State Zip (please print above line)

E-Mail Address (please print above line)

Tax ID: _____

CONSULTANT: RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement of Services under RJA FA# _____, by

Name:

Name:

Investment Adviser Representative Signature Date
Primary FA#:

Investment Adviser Representative Signature Date
Primary FA#:

Approved by Supervisory/Branch Office Manager

If Additional Approval is Required by Compliance and/or Legal
Principal of Raymond James & Associates, Inc.

Supervisory Principal Signature Date
Print Name:

Signature Date
Print Name:

SCHEDULE A

CLIENT NAME: _____ DATE: _____
PLAN NAME: _____ (the "Plan")

SERVICE(S)

Consultant shall provide one or more of the following services as indicated by the Client. Modification to this Schedule will not be accepted by Raymond James, except for selection of service(s) below.

I. INVESTMENT EDUCATION SERVICES:

Consultant shall provide to the Client for the benefit of the Plan, designated above, one or more of the following non-ERISA fiduciary/investment educational services under the meaning of Department of Labor ("DOL") Interpretive Bulletin 96-1 ("IB 96-1") as indicated (*select one or more*).

General Plan Information

- Provide plan sponsor and/or plan committee with general information relating to the plan
- Provide general information to plan participants relating to Plan participant (employee) contributions, investment alternatives, and /or distribution options available in the plan

General Financial and Investment Information

- Provide general information to the plan sponsor and/or plan participants, as applicable, relating to investment concepts such as risk and return, diversification, dollar cost averaging, or different rates of return per asset class

Asset Allocation Models

- Provide plan sponsor with generalized educational information on various asset allocation models

Evaluation and Recommendation of Non-Investment Related Service Providers, as applicable

- Assist plan sponsor with service-related issues with other service providers for the plan
- Assist plan sponsor with content design and coordination of the Requests For Proposal (RFP) process
- Provide plan sponsor with informational data related to the plan sponsor's evaluation of service provider alternatives
- Assist plan sponsor with the implementation and transition to new service provider(s)

Plan Sponsor Initials: _____

Interactive Materials

- Provide plan sponsor with information to enable a participant to assess future retirement needs and the impact of different asset allocations on future income

(Please select one) Annually Semi-annually Quarterly Monthly As Requested

Investment Performance Reporting

- Provide plan sponsor with objective performance analysis reporting of investments utilized by plan versus benchmarks and/or peer group

(Please select one) Annually Semi-annually Quarterly Monthly As Requested

Industry Information Updates

- Provide plan sponsor with third-party summaries of regulatory updates, including information on legislative, Department of Labor, and IRS matters of relevance to employee benefits plans

(Please select one) Annually Semi-annually Quarterly Monthly As Requested

Plan Review

- Assist plan sponsor with review of fees and overall plan effectiveness including total expenses as well as employee satisfaction with plan rates of participation and contributions

(Please select one) Annually Semi-annually Quarterly Monthly As Requested

Participant Education Plan

- Assist plan sponsor with design of an education plan for participants

Communication and Education for the Plan's Employees

- Provide periodic investment education for employees

(Please select one) Annually Semi-annually Quarterly Monthly As Requested

- Serve as a resource to employee enrollment inquires

- Educate, but do not provide advice to, plan employees about general distribution alternatives

Plan Sponsor Initials: _____

II. ERISA-DEFINED FIDUCIARY SERVICES:

Consultant shall provide to the Plan Sponsor for the benefit of the Plan, designated above, one or more of the following ERISA-defined fiduciary services under the meaning of ERISA Section 3(21)(A)(ii) as indicated (*select one or more*).

Plan Investment Policy Statement/Investment Documentation Process

- Assist plan sponsor with the drafting, design and implementation of an Investment Policy Statement (IPS) or other investment documentation process
- Ongoing review of the plan's IPS or investment documentation in conjunction with the plan sponsor
(Please select one) Annually Semi-annually Quarterly Monthly As Requested

Management of the Investment Process Including Periodic Investment & Plan Reviews

- Help plan sponsor to narrow the investment choices for the plan by assisting with the assessment of investment alternatives, as applicable
- Assist plan sponsor with reviewing and monitoring investment performance for style drift and correlation with stated investment objectives and provide periodic reports
(Please select one) Annually Semi-annually Quarterly Monthly As Requested
- Assist plan sponsor by participating in periodic investment committee meetings to help present investment performance reporting assessment(s)
(Please select one) Annually Semi-annually Quarterly Monthly As Requested
- Assist plan sponsor with portfolio composition and asset allocation and help assess the need for the inclusion of a Qualified Default Investment Alternative ("QDIA") option, as applicable

Evaluation and Recommendation of Investment-Related Service Providers, as applicable

- Assist plan sponsor with content design for and coordination of the Requests For Proposal ("RFP") process
- Assist plan sponsor with the review of responses to RFPs received and make recommendations to the plan sponsor
- Provide plan sponsor with consultation on evaluation of service provider alternative(s)
- Assist plan sponsor with the implementation and transition to new service provider(s)
- Assist plan sponsor with reviewing fees and overall plan effectiveness

Plan Sponsor Initials: _____

SCHEDULE B

CLIENT NAME: _____ DATE: _____

PLAN NAME: _____ (the "Plan")

FEE(S)

Modification to this Schedule will not be accepted by Raymond James, except to indicate the appropriate fee arrangement below.

I. FEE FOR CONSULTING SERVICES

The fee quoted herein is based on the good faith representations of both parties. Changes in Plan Sponsor circumstances, omission of relevant facts or other information may require Services to be modified or updated at additional expense to Plan Sponsor. Fees for Services may be higher or lower than comparable services offered elsewhere.

(Please select payment method A, B, C or D below)

- A. Hourly fee at a rate of \$_____ per hour for Services
 - Annual Fee Quarterly Fee Monthly Fee One-Time Fee *(Please select one)*

- B. Per participant fee at a rate of \$_____ per participant for Services
 - Annual Fee Quarterly Fee Monthly Fee One-Time Fee *(Please select one)*

- C. Fixed fee of \$_____ for Services
 - Annual Fee Quarterly Fee Monthly Fee One-Time Fee *(Please select one)*

- D. Annual fee of ____% of the market value of the account(s) for Services
 - In Advance In Arrears

The initial fee is payable to Consultant based on the market value of the account(s) on the last business day of the calendar quarter and is pro-rated from the date of the agreement to the end of the calendar quarter. Thereafter, the fee is calculated based on the market value of the account(s) on the last business day of the calendar quarter.

- Annual Fee Quarterly Fee Monthly Fee *(Please select one)*

II. PAYMENT INFORMATION:

- Check from Plan Sponsor (made payable to **Raymond James**)
- Check from: _____

Plan Sponsor Initials: _____