

SageView Advisory Group, LLC. Consulting Program & Agreement

This agreement ("Agreement") is entered into this _____ day of _____ 2009, by and between SageView Advisory Group, LLC, ("SageView"), having its principal offices at 2010 Main Street, Suite 1220, Irvine, CA 92614, (hereinafter the "Consultant") and _____ ("Client"), having their principal place of business at _____.

The Consultant will also conduct ongoing analysis of the Client's retirement plan, investment goals, and asset allocation strategies. The Consultant will provide quarterly Plan reviews, researching and monitoring the 401(k) plan investment options. Additionally, the consultant may provide compliance consulting services and participant education and communications at the discretion of the client.

Below is an outline of the services that will be provided to the Client:

SCOPE OF SERVICES

Specifically, SageView, as an independent contractor, will

- Act as a fiduciary to the plan. ¹
- Provide a comprehensive analysis of the Client's current investment options, as well as, additional options and asset classes to consider
- Provide a comprehensive quarterly investment analysis review of all plan investment options. Including:
 - Market overview addressing the major markets, indices, sectors and the economic statistics that are affecting them.
 - An in-depth portfolio summary, including fund and benchmark returns, style analysis and overall portfolio return.
 - Analyzing the plan asset allocation by fund and underlying sectors. The fund lineup will also be analyzed to determine the amount of investment overlap that is occurring.
 - A detailed examination of each mutual fund investment option within the plan, including performance numbers versus the category and index, manager style drift, risk/return, standard deviation, Sharpe ratio, upside and downside capture and fund allocation. This agreement does not guarantee the future performance or results of any investment option recommended or reviewed. *(see attached Investment Consulting Program Features)*
- Develop with the Client's investment committee an Investment Policy Statement. Annually review Investment Policy Statement to assess whether it is meeting the needs of the Client and the 401(k) plan participants.
 - Continually monitor the plan's investments to assess whether they are meeting the Investment Policy Statement parameters as well as the retirement needs of the participants.
- SageView will also be available to meet with the investment committee, or other people designated by the Client quarterly, to present the quarterly report and findings, make suggestions regarding the fund lineup and answer any questions that may arise.

PROFESSIONAL FEES

SageView Advisory Group, LLC, will perform the above consulting services for an annual fee of _____, billed quarterly.

EXPENSES

The Client agrees to reimburse the Consultant for all reasonable out of pocket expenses incurred by the Consultant in connection with the Services provided hereunder. All expenses must be approved in advance by the Client.

EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective on _____ and have a term of one year. The agreement will automatically renew for additional one-year terms unless terminated by either party. In the event of termination, Consultant will assist the Client in arranging a smooth transition process. However, unless otherwise specified herein, SageView's obligation and the obligation of its affiliates to provide services to the Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement as specified above, either party shall have the right to terminate this Agreement with or without cause upon 90 days prior written notice to the other party. The effective date of the termination will be effective 90 days after written notification is given. In the event of a termination by either party, SageView's annual compensation will be deemed earned on a pro-rata basis and SageView will be entitled to receive compensation up to the date the termination takes effect. In the event of termination, Consultant will assist the Client in arranging a smooth transition process.

CONFIDENTIAL INFORMATION

SageView will preserve as confidential all information pertaining to Client's accounts, and shall only disclose such information to prospective vendors after identifying said vendors to Client, and receiving Client's written permission to disclose. SageView will not use Client's account information for any purpose other than services disclosed under this agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable to agreements executed and to be performed entirely within California, without regard to its conflicts of law provisions. While performing services on site, SageView, and all of its employees, agree to abide by and comply with _____'s safety and security policies, as well as _____'s code of conduct. All services performed by SageView will be conducted by experienced workers, and will be performed in a diligent and professional manner. All services will conform to the provisions of this agreement.

LIMITATION OF LIABILITY

Client acknowledges that the services rendered under this Agreement are advisory in nature and Client expressly agrees that the Consultant shall not be held liable relating to the performance of the services hereunder, as long as those services are rendered in good faith and in accordance with applicable federal and state securities laws and rules and regulations thereunder. Neither the Consultant nor any of their respective officers, directors, employees, or affiliates shall be liable for any loss incurred with respect to the Client except where any such loss results directly from such person's negligence or willful misconduct. Client releases and holds the Consultant and their respective officers, directors, employees, and affiliates harmless against any losses, expenses (including reasonable attorney's fees and costs) and liabilities incurred as a result of investment advisory services provided by the Consultant. Client understands that nothing in this section is intended to be a waiver of any right of action Client may have under applicable securities laws or of Client's rights in the event the Consultant breaches any fiduciary duty owed to Client.

ARBITRATION CLAUSE

This agreement contains a pre-dispute arbitration clause. By signing an arbitration 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 the reasons(s) for their award.
- (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 the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Client agrees that any dispute between Consultant and Client arising out of this agreement shall be submitted to arbitration conducted under the then applicable provisions of the code of arbitration procedure of the SEC. Arbitration must be commenced within the applicable statute of limitations. The arbitration award shall be final and judgment may be entered on the award in any court, state or federal, having jurisdiction.

MISCELLANEOUS

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the party agreeing to the modification. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

EXECUTION

If the terms of this Agreement are acceptable to _____, and the above services are in accordance with your understanding, please sign and return the Agreement to SageView Advisory Group. SageView will send you a fully executed copy promptly.

SageView appreciates this opportunity to serve _____, under SageView's Consulting Program pursuant to this agreement, and will strive to provide you quality service.

SageView Advisory Group, LLC is a Registered Investment Advisor, registered with the Securities and Exchange Commission. Clients will receive an updated copy of the form ADV, Part II. The client has the ability to cancel this agreement within 5 days of its execution.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written above.

By: _____
Randall C. Long, Member
SageView Advisory Group, LLC.

Date: _____

ACCEPTED AND AGREED:

By: _____

Date: _____

¹ SageView does not maintain discretionary authority over the assets or administration of the Plan. SageView does not have the authority to interpret the Plan or determine eligibility of participants and are not the Plan Administrator as defined in ERISA. SageView is not acting as an investment manager as defined in ERISA Section 3(38). Additionally, SageView will not act as a fiduciary as it relates to advice on company stock or self-directed brokerage accounts.

SAGEVIEW Investment Consulting Program Features

ANALYSIS OF INVESTMENT ASSET CLASSES:

- SageView Advisory Group will monitor the current asset classes for the Client, providing recommendations as needed to provide all participants with a broad range of investment options and to assist the fiduciaries in meeting their responsibilities.
- SageView will work with the Client's Investment Committee to improve the plan's investment option portfolio, minimizing asset class drift and equity overlap.

DEVELOP AND IMPLEMENT PLAN INVESTMENT POLICY STATEMENT:

- SageView will work with the Client's Investment Committee to structure the 401(k) Plan's investment objectives and guidelines with a view to meeting the retirement needs of the employees.
- SageView will work with the Committee to set procedures for selecting and monitoring plan investment alternatives.
- Upon completion of the Investment Policy, SageView will provide quarterly reports and advice on the investments within the 401(k) Plan with a view to assisting the fiduciaries in selecting investment options that meet the criteria stated in the IPS and in fulfilling their fiduciary responsibilities.

ON-GOING PERFORMANCE MONITORING:

- On a quarterly basis, SageView will provide your plan administrative committee with an in-depth performance monitor report of your plan investment options. On a continuing basis, SageView monitors and analyzes the investment performance, fund composition and manager continuity of each of your plan investment options. Our on-going due diligence process includes the following areas:

-SEC Filings	-Management Stability
-Portfolio Holdings	-Philosophy Change
-Semi-annual reports	-Process Deviation
-Prospectus items	-Style Drift
-Portfolio returns	-On-going monitoring of comparable funds
- When our analysis and due diligence uncovers changes in a particular investment alternative that may impair performance or finds that a particular investment option is not performing well compared to like funds, we will report this to you along with possible alternatives for change.

SEARCH, SCREEN, AND SELECTION OF INVESTMENT ALTERNATIVES:

- SageView will make recommendations of possible alternatives within the current investment platform when the Client's investment committee determines a change to the fund lineup is necessary.
- Experienced retirement plan professionals at SageView will work with you to select an appropriate mix of investment alternatives for your plan and its participants within the framework of the current provider platform. We work on your behalf to prudently search, screen and select investment options for your plan. Our selection process places particular emphasis on:

-Absolute Performance	-Risk Adjusted Performance
-Performance Attribution	-Size of Fund
-Duration of Fund	-Manager expertise
-Manager Continuity	-Total Expense Ratio
-Morningstar rankings	-Portfolio compositions
-Portfolio Revisions	-Money Flows
-Portfolio Overlap	-Investment Style Analysis