

RETIREMENT PLAN CONSULTING SERVICES AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Retirement Services, a division of Gallagher Benefit Services, Inc., a Delaware corporation ("GRS"), and _____ (the "Client").

The Client wishes to enter into a consulting services relationship with GRS with the terms and conditions set forth in this Agreement, and GRS is willing to accept such a relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and GRS agree as follows:

1. Engagement and Services

The Client engages GRS as a retirement benefits plan and related services and products consultant as stated in this Agreement and GRS accepts this engagement. During the time that GRS is performing services for the Client under this Agreement, and for all purposes outlined in this document, GRS' status will be that of an independent contractor of the Client.

GRS will provide consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. GRS will perform other services as the Client and GRS mutually agree in writing.

2. Term and Termination

The Effective Date of this Agreement is February 1, 2013. The term of GRS' engagement under this Agreement (the "Service Period") will begin as of the Effective Date and will remain in effect for two (2) years from the Effective Date. The Service Period will be automatically extended for an additional year on each anniversary of the Effective Date unless either party provides the other with written notice at least thirty (30) days in advance of the conclusion of the then current Service Period indicating that the Agreement shall expire at the conclusion of its then current calendar month.

Either party may terminate this Agreement in the event the other party commits any material breach, failure or violation of any material covenant, agreement, undertaking or duty hereunder, where such breach, failure or violation continues for sixty (60) days after receipt by such breaching party of written notice specifying such breach, failure or violation in reasonable detail.

Either party may terminate this Agreement effective immediately upon written notice to the other party in the event the other party files a petition in any bankruptcy, reorganization, insolvency, liquidation or similar proceeding or any proceeding for relief under bankruptcy or similar Law shall be instituted against the other party and not dismissed or stayed within sixty (60) days.

GRS may terminate this Agreement in the event of Client's failure to pay when due the fees and other amounts payable to GRS under this Agreement, where such failure is not cured within ten (10) business days after receipt by Client from GRS of written notice specifying such failure in reasonable detail.

3. *Compensation*

Subject to any changes as may be mutually agreed by the parties, GRS will receive, as compensation for its performance of services under this Agreement set forth in Exhibit A, annual fees in the amount of \$10,000.00. Beginning, February, 2013, GRS shall bill Client no earlier than fifteen (15) days prior to quarter-end on or about March 15, June 15, September 15 and December 15.

Furthermore, during the Service Period, GRS shall have the right to an adjustment to the above fees if there is a material variation (20% or greater from the Effective Date) in the plan demographics and/or assets within the Contract Service Period. GRS shall provide Client written notice of any fee adjustments sixty (60) days prior to billing the adjusted fee amount.

For additional information regarding GRS compensation, please see the revenue disclosure policy and schedule set forth in Exhibit B.

4. *Performance and Scope*

(a) GRS Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended (ERISA) and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) GRS' services under this Agreement are not intended in any way to impose on GRS or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ; and

(ii) this Agreement does not provide GRS, and the Client will not cause or permit GRS to assume, without prior written consent of GRS, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, GRS may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GRS by the Client or its designated representatives and reasonably believed by GRS to be genuine and authorized by the Client.

(c) No Practice of Law. GRS will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GRS under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. GRS may cause another person or entity, as a subcontractor of GRS, to provide some of the services required to be performed by GRS hereunder; provided, that GRS shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by GRS' obligations under this Agreement). GRS shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services..

(e) Conflict of Interest. GRS' engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GRS will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with GRS' services under this Agreement, Client agrees that:

(i) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(ii) The compensation payable to GRS is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. Confidentiality

(a) Client Information. GRS recognizes that certain confidential information may be furnished by the Client to GRS in connection with its services pursuant to this Agreement ("Confidential Information"). GRS agrees that it will disclose Confidential Information only to those who, in GRS' reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GRS prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GRS, or (iii) is or can be independently acquired or developed by GRS without violating any of its obligations under this Agreement. However, disclosure by GRS of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

6. Indemnification

(a) Indemnity. Subject to the terms of Section 6, each party shall indemnify and hold harmless the other party, its Affiliates and the respective shareholders, directors, partners, officers, employees and agents of the other party and its Affiliates, from and against any and all claims, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) (collectively "Damages"), brought or otherwise claimed by a third party and arising out of or relating to any material breach by a

party of this Agreement or from the willful misconduct or gross negligence of a party or any of its officers, agents or employees in any manner related to the subject matter of this Agreement.

(b) Notice; Defense. Each party's indemnification obligations under this Section 6 shall be conditioned on the receipt of prompt written notice from persons entitled to indemnification under this Section 6 ("Indemnified Party") to the applicable party obligated to indemnify it ("Indemnifying Party") specifying any event or assertion of which the Indemnified Party obtains knowledge concerning any Damage and as to which the Indemnified Party may request indemnification hereunder. The Indemnified Party and the Indemnifying Party shall cooperate in determining the validity of any claim or assertion requiring indemnity hereunder and in defending against third parties with respect to the same. Unless otherwise determined by the Indemnifying Party in its sole discretion, the defense of such litigation shall be within the control of the Indemnifying Party. In the event that the Indemnifying Party elects to control the defense of any such litigation, the Indemnified Party shall be entitled to participate in such defense with counsel of its choice at its own expense, and shall cooperate fully in connection therewith. The Indemnified Party's failure to give timely notice or to provide copies of documents or to furnish relevant data in connection with any such third party claim shall not constitute a defense (in whole or in part) to any claim for indemnification by it.

7. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client:

If to GRS:

c.

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and sub-provisions of this Agreement are severable and if any provision or sub-provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 2, 3, 4, 5 and 6 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

EXHIBIT A SCOPE OF SERVICES*

Subject to any changes and additions as may be mutually agreed by the parties in writing, GRS will provide the following services:

RETIREMENT CONSULTING SERVICES

Associated Tasks:

PLAN CONSULTING SUPPORT SERVICES

- *Assist plan representatives with setting up fiduciary files*
- *Plan Document and Summary Plan Description Review*
- *Investment provider contract and service agreement review*
- *Monitor of annual testing and Form 5500 filing processes*
- *Plan design and contribution budget analysis#*
- *Peer group analysis/industry benchmarking*
- *Provide GRS Fiduciary Risk Mitigation program*
- *Fee Benchmarking at a minimum of every third year*
- *Provide on-going support as it pertains to the retirement plan and vendor management (troubleshoot items on both a plan-level and a participant level)*

INVESTMENT MONITORING SUPPORT SERVICES

- *Development and/or review of plan's written investment policy statement (IPS)*
- *Monitor investment policy statement*
- *Annual investment monitoring reports (IMR) and analysis*
- *Fund expense analysis*

LEGISLATIVE AND COMPLIANCE SUPPORT SERVICES

- *Legislative and regulatory updates*
- *Monitor pending legislation*

EMPLOYEE COMMUNICATION SUPPORT SERVICES

- *Plan Communication and education strategies*
- *Plan participant enrollment support and process management*

**It is understood and agreed that any such services provided by GRS does not guarantee that the actions taken will safeguard the Client from liability and that any such services provided by GRS shall not constitute the practice of law. GRS is not authorized to practice law. Accordingly, the Client should consult with its own legal advisers regarding compliance with applicable law, including without limitation Employee Retirement Income Security Act of 1974 (ERISA) and the U.S. Internal Revenue Code (IRC).*

#These services are performed gratis as part of our Consulting Agreement and GRS is not receiving fees from the Plan or otherwise for the performance of these services.

EXHIBIT B
GALLAGHER BENEFIT SERVICES, INC.
COMPENSATION DISCLOSURE STATEMENT

One of the core values highlighted in *The Gallagher Way* states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. As our industry moves toward complete disclosure of all forms of compensation, we embrace this effort and are committed to leading the way. To achieve this purpose, we have disclosed the commission or fee we will earn on each and every coverage we will place on your behalf.

In general, Gallagher may be compensated as follows:

1. Gallagher companies are primarily compensated from commissions or fees received from the brokerage and servicing of policies handled for a client’s account. As permitted by law, Gallagher companies may receive both commissions and fees.
2. Gallagher companies may access other facilities, including wholesalers, reinsurance intermediaries, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. If such a facility was utilized in the placement of a client’s account, it may have earned and retained brokerage commission or fees for its work.

For Employers and Plan Sponsors Subject to ERISA:

This Disclosure Statement is being given to the Buyer (1) to make sure Buyer knows about GBS’ and GBS affiliates’ income before purchasing the insurance product, if applicable, and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24¹, which protects both Buyer and GBS².

It should also be noted that:

- **GRS** is not an affiliate of the insurer or investment provider whose Contract is recommended. This means the insurer or whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **GRS**.
- **GRS’** ability to recommend other plan vendor contracts is not limited by an agreement with an insurance carrier or investment company.
- **GRS** is effecting the transaction for the Plan(s) in the ordinary course of **GRS business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm’s length transaction with an unrelated party.
- **GRS** is not a trustee of the Plan(s).
- **GRS** is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

¹ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

² In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

For Plans subject to ERISA:

As stated above, ERISA requires Gallagher Benefit Services, Inc. (GBS) to make certain disclosures to you concerning the sale of insurance, if applicable, and the compensation that GBS will receive from it. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and your acknowledgement confirms that you are agreeing that this is a reasonable transaction in the best interest of participants in your ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation.

In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
c/o Internal Audit Department
Arthur J. Gallagher & Co.
Two Pierce Place
Itasca, IL 60143