

401(a) INVESTMENT CONSULTING AGREEMENT

AGREEMENT, dated as of DATE, by and among North Pier Fiduciary Management, LLC ("North Pier") and CLIENT ("CLIENT").

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Appointment to Render Services. CLIENT, being duly authorized to do so, hereby appoints and employs North Pier to provide the following services (the "Services") in connection with the 401(a) feature (the "401(a)") of the CLIENT (the "Program") for which _____ serves as trustee or named fiduciary (in either case, the "Trustee"):
 - a) Review of the Program. North Pier will review the Program, including the organizational documents, investment advisory agreements and related documents and agreements, to assess the Program's compliance with the Internal Revenue Code and ERISA (IF APPLICABLE). However, CLIENT should not rely on North Pier's review, comment, or lack of comment as a legal review or tax review. Such reviews would need to be conducted by CLIENT's legal counsel and/or accountant. North Pier does not provide legal advice, tax opinions or render accounting advice.
 - b) Investment Policy Statement. Unless CLIENT provides a mutually acceptable Investment Policy Statement (IPS) or CLIENT elects not to adopt an IPS, North Pier will provide an IPS to be used by CLIENT in setting guidelines for the selection, monitoring and retention of investments in the Program.
 - c) Program Investments. North Pier will review each professionally managed separate account and each registered mutual fund and series thereof in which Program assets are invested (each "fund") and assess each fund's investment objectives and strategies, as well as each fund's portfolio of securities, and review the fees charged by each fund to the Program, will analyze the risk and reward characteristics of each fund, and analyze the stability, consistency and strength of the management company and manager for each fund.

North Pier will compare and contrast each fund with other such investments that North Pier believes have similar characteristics as the funds to assess the funds' performance and other features in comparison to its competitors and an appropriate benchmark index. North Pier will review the funds to determine compliance with the Program's IPS, and will make recommendations to CLIENT regarding the selection and retention of funds. However, the final decision to select or change underlying funds, or to change the asset allocation in the group of underlying funds, remains with CLIENT or the Program.

- d) Qualified Default Investment Alternative (“QDIA”) Analysis. North Pier will, at least annually, review the Program’s QDIA, for appropriateness as the Program’s QDIA, as well as the Program’s compliance as a QDIA under current Department of Labor regulations. This review will include analysis of the QDIA’s asset allocations, as well as the process for construction, maintenance and modifications to these allocations. North Pier will analyze the risk and reward characteristics of the QDIA in comparison to various appropriate benchmark indices.

North Pier will compare and contrast the QDIA with other such investments that North Pier believes have similar characteristics as the QDIA to assess the QDIA’s performance and other features in comparison to its alternatives. North Pier will review the QDIA to determine compliance with the Program’s IPS, and will make recommendations to CLIENT regarding the selection and retention of the QDIA. However, the final decision to retain or change the QDIA, remains with CLIENT or the Program.

- e) Reports. North Pier will produce reports (including graphs and charts) and presentations providing details about the analysis described above.
- f) Ongoing Work. In addition to the initial report, North Pier will continue to provide reports on a quarterly basis which detail the analysis described above. North Pier will meet, in person or via conference call, with CLIENT within 60 days of the close of each calendar year’s first, second, third and fourth quarters, to review the reports and fund performance in detail. North Pier will also review market conditions, legislative developments, Program participant investment demographic information, and other information pertinent to CLIENT.

If requested by CLIENT, North Pier will provide minutes outlining the discussion, decisions and pending decisions of CLIENT.

- g) Fiduciary Agreement. North Pier’s Services will serve as a primary basis for CLIENT investment decisions, and will be based upon the particular needs of the Program. North Pier will have no discretionary authority concerning the investments offered in the Program. Discretionary authority is retained by CLIENT. North Pier and CLIENT acknowledge that, solely with respect to the Services described, North Pier is a fiduciary of the Program as that term is defined in ERISA (IF APPLICABLE). North Pier will act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

CLIENT will hold harmless and indemnify North Pier and all of its officers, directors, employees, shareholders and affiliates from and against any cost,

expense or liability whatsoever that may occur as a result of any other Program fiduciary's breach of its duties.

CLIENT represents that North Pier has been or will promptly be furnished with a true and complete copy of all documents establishing the Program and any investment policy, and agrees to furnish promptly to North Pier any amendments to the Program or investment policy.

CLIENT will provide all of the information that North Pier may require or reasonably request in order to perform its duties hereunder without violating or causing any violation of any provision of ERISA (IF APPLICABLE) or any other applicable law.

2. Fees. As compensation for rendering Services, CLIENT agrees to pay North Pier the annual amount as represented in the chart below, payable in four quarterly installments. Said payments will be made within 6 days after the receipt of invoice for works and services described in 1(e) and 1(f) of the Agreement.

401(a) Assets

Fee

TBD	TBD
TBD	TBD
TBD	TBD
TBD	TBD

3. Representations and Warranties. Each party represents and warrants to the other that, for so long as this Agreement is in effect:

- (a) It is duly organized, validly existing and in good standing under the laws of the state(s) or other jurisdiction(s) in which it is organized;
- (b) It has full power and authority to execute, deliver and perform any of its obligations hereunder;
- (c) The individual(s) executing and delivering this Agreement for and on its behalf is of full legal age in the jurisdiction in which he resides, is legally competent and has full power and authority and is permitted by law and by it to do so on its behalf; and
- (d) The performance of any of its obligations hereunder will not conflict with, violate the terms of or constitute a default under its organizational documents or any other agreement to which it is a party.

In addition, CLIENT represents and warrants that, for so long as this Agreement is in effect, it serves as trustee or named fiduciary of the Program, which is an

employee benefit plan designed to operate in accordance with the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Employee Retirement Income Security Act of 1974, as amended "ERISA" (IF APPLICABLE)).

In addition, North Pier represents and warrants that, for so long as this Agreement is in effect, it is registered with the Securities and Exchange Commission (the "SEC") as a registered investment advisor under the Investment Advisers Act of 1940.

4. Reliance by North Pier. In the course of providing Services, North Pier may deem it necessary or advisable to receive information from CLIENT about the Program. CLIENT agrees to provide all such requested information on a timely basis and within a reasonable time frame. CLIENT understands, acknowledges and agrees that North Pier is entitled to rely on, and will rely on, such information in the course of rendering Services to you, that North Pier is not required to, and will not, conduct any independent inquiry or due diligence in connection with any such information, and that North Pier is not responsible or liable for any loss or damage resulting from the use of such information provided by CLIENT under this Agreement.

In addition, North Pier may deem it necessary and advisable to utilize information obtained from sources that North Pier believes to be reliable (e.g., a prospectus filed with the SEC) but that are in no way warranted by North Pier as to their accuracy or completeness. CLIENT understands, acknowledges and agrees that North Pier is not liable for any loss or damage resulting from the use of such outside information, provided that North Pier has exercised reasonable care in selecting the source for such outside information.

5. Confidential Information. All information regarding the operations and investments of CLIENT shall be regarded as confidential by North Pier, and all information regarding the Services rendered by North Pier shall be regarded as confidential by CLIENT.
6. Liability; Indemnification. North Pier has assumed no responsibility under this Agreement other than to render the Services called for hereunder. North Pier shall not be liable for any error of judgment or for any loss suffered by CLIENT in connection with performance of its obligations under this Agreement, except a loss resulting from willful misfeasance, bad faith or gross negligence on the part of North Pier in the performance of its duties or from reckless disregard of its obligations and duties under this Agreement.

Each party agrees to hold harmless and indemnify the other from and against any loss or damage arising out of the other party's gross negligence or arising out of a material breach of any representation contained in this Agreement.

The party seeking indemnification hereunder shall give prompt notice to the party from whom indemnification is sought (the "indemnifying party") of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify the indemnifying party shall not relieve the indemnifying party from liability which it may have otherwise than on account of this Section.

7. Termination. This Agreement may be terminated at any time for any reason or for no reason, upon written notice by either party to the other, and termination will become effective ten (10) days after receipt of such notice by the other parties. Such termination will not, however, affect liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination.

Sections 5, 6, 10, 11 and 13 of this Agreement shall survive the termination of this Agreement.

8. Assignment. This Agreement may not be assigned without the consent of the other party.
9. Delivery of ADV Part II. CLIENT acknowledges that North Pier has provided to CLIENT Part II of North Pier's Form ADV as required by Rule 204-3 adopted under the Investment Advisers Act of 1940 at least 48 hours before CLIENT has signed this Agreement. If Part II of North Pier's Form ADV is delivered to CLIENT at the time of entering into the Agreement, CLIENT shall have the right to terminate the Agreement without penalty within five business days after entering into the Agreement.
10. Arbitration.

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by North Pier to CLIENT (collectively referred to as "the parties") be resolved through arbitration in Los Angeles County, California. The parties acknowledge, understand and agree that:

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out

of or relating to this agreement, or the construction, performance, or breach of this or any other agreement between North Pier whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of California. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or 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 customer 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.

The parties hereby submit to the in personam jurisdiction of the courts of the State of California and the courts located therein (and expressly waive any defense to personal jurisdiction of CLIENT by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in the State of California and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that California is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that CLIENT waives any of their rights under state or federal securities laws.

11. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
12. Amendment. This Agreement may only be amended by a writing signed by both parties hereto.

13. Applicable Law. This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the parties. Further, this agreement shall be governed by ERISA (IF APPLICABLE), the Internal Revenue Code and/or California law. To the extent that state law is applicable, this Agreement shall be governed by and construed in accordance with the laws of the State of California (except when superseded by ERISA (IF APPLICABLE) and/or the Internal Revenue Code). In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between North Pier and CLIENT shall be the State of California.
14. Waiver. Failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered to be a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
15. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which taken together shall constitute one and the same instrument.
16. Headings. The section and paragraph headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
17. Notice. Any notice required or permitted hereunder shall, unless expressly permitted otherwise hereunder, be in writing and shall be given by personal service, mail, telex, or facsimile to the other party as set forth below. Notice shall be effective upon receipt if by mail, on the date of personal delivery (by private messenger, courier service or otherwise), or upon receipt of telex or facsimile, whichever occurs first. Either party may change its notice address at any time by written communication to the other party.

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

North Pier Fiduciary Management, LLC
400 Corporate Pointe,
Suite #350
Culver City, CA 90230

CLIENT

By: _____
Jim Scheinberg
Managing Partner

By: _____
Name:
Title: