

APPENDIX 6

SAMPLE STANDARD CONTRACT

Client Name: _____

INSTITUTIONAL CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of the date executed by you and CapTrust Advisors, LLC. The terms "Client", "the undersigned", "you", and "your", refer to the person(s) signing this Agreement. The terms "we", "us", "our" and "ours" refer to CapTrust Advisors, LLC.

The undersigned retains us to provide certain consulting services in accordance with the terms and conditions set forth in this agreement.

1. Services

We shall provide the following service(s) to you (please check appropriate services):

- ☐ Investment Policy Statement Review
☐ Asset Allocation Review
☐ Investment Manager Search Report(s) and Comparisons
☐ Past Performance Review _____ 1 year _____ 2 year _____ 3 year
☐ Performance Monitoring Reports _____ Qtrly _____ Semi-Annually _____ Annually
☐ Spending Policy Review (Annually)
☐ Fiduciary Audit
☐ Overlap Analysis
☐ Other (describe) _____

2. Compensation.

Compensation for services under this Agreement shall be calculated by us and paid by you in accordance with the fee schedule below.

You agree to compensate us for the services provided under this Agreement as set forth below. In the event you instruct us to bill you directly but you fail to pay any invoice within 30 days of the date thereof, you authorize us to bill your custodian with respect to that invoice in the manner set forth above. **The fees set forth below do not cover any execution, custody, clearing, or settlement services provided by us or our affiliates or investment management fees of investment managers retained by you.**

\$_____ per year flat annual fee. The stated annual fee will be increased each year with a cost of living adjustment of 3%. The annual fee will be recalculated after one year and billed quarterly in advance of the period for which services are to be rendered.

You agree to pay us cash payments in the amounts set forth below on the dates set forth below:

Amount Due	Date Due
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

The Client authorizes CapTrust Advisors, LLC to collect the fee in the following manner:

- ☐ Invoice custodian directly. (Must complete Invoice Mailing Address section below)
☐ Invoice client directly. (Must complete Invoice Mailing Address section below)

INVOICE MAILING ADDRESS

Client Name: _____

Attention: _____

Street Address: _____

City: _____ State: _____ Zip: _____

3. Client's Authority.

(a) Trusts and Similar Fiduciary Accounts. If this Agreement is executed by a trustee or other fiduciary, such trustee or fiduciary represents and warrants that: (i) the execution, delivery and performance of this Agreement is authorized under the plan, trust and/or other applicable governing documents and/or under applicable law; (ii) such trustee or fiduciary is duly authorized and empowered to

negotiate this Agreement, including fees, and to execute and deliver this Agreement on your behalf; and (iii) any and all provisions in any such plan, trust and/or other applicable governing document that (A) restrict, limit or otherwise prescribe the manner in which such services may be rendered or the manner in which providers of such services may be compensated; (B) relate to your investment objectives, policies or constraints or risk tolerance or the selection and retention of broker-dealers or investment advisers or managers (in the event the services provided by us under this Agreement involve such matters); or (C) relate to your authority and the authority of such trustee or fiduciary to enter into this Agreement) (collectively, "Trust Documentation") have been fully disclosed in writing to us by you.

(b) Corporations. If you are a corporation, the person executing this Agreement represents and warrants that: (i) the execution, delivery, and performance of this Agreement are authorized under your governing documents and/or applicable law and (ii) such person's execution and delivery of this Agreement have been duly authorized by appropriate corporate action.

(c) Partnerships. If you are a partnership, the person executing this Agreement represents and warrants that: (i) the execution, delivery and performance of this Agreement is authorized under your partnership agreement and/or applicable law and (ii) such person is a general partner of such partnership with full power and authority to execute and deliver this Agreement.

4. Certain Representations and Warranties by Client.

In addition to the representations and warranties made elsewhere in this Agreement, you represent and warrant that:

(a) All information and documentation provided by you will be true and complete in all material respects as of the date provided, and you will inform us promptly and in writing, of (i) any material change in such information and documentation and (ii) any material change in your financial or other affairs that reasonably may be expected to be relevant to us in connection with providing services under this Agreement.

(b) You will inform us promptly and in writing, of (i) any material change in the Trust Documentation, in the event this Agreement is executed on behalf of Client by a trustee or other fiduciary; (ii) any event which might affect your continuing authority or the propriety of your continuing to be a party to this Agreement; and (iii) any discrepancies between your records and confirmations or statements (if any) sent to you under this Agreement.

(c) You will promptly provide us or will give written instructions to other parties (e.g., custodians, investment managers) promptly to provide us, such information and documentation as we may from time to time reasonably request in order to perform our duties and/or calculate our compensation under this Agreement.

(d) You will treat as confidential all information, recommendations and advice furnished to you under this Agreement. In this regard, to the extent that any portion of the reports, statements, or other information submitted to you under this Agreement contains material that is copyrighted, you shall observe the protection of such material as provided under applicable copyright laws.

5. Certain Acknowledgments by Client.

In addition to the acknowledgments and agreements made elsewhere in this Agreement, you acknowledge and agree that:

(a) We will provide the services described hereto on a "non-discretionary basis" (i.e., our role will be to make recommendations or provide information to you or your agents, and we will not have authority to implement these recommendations or cause you or your agents to act upon recommendations made or information provided to you or your agents).

(b) You have received, read, and understand this Agreement, our ADV Part II, and our Privacy Notice.

(c) Notwithstanding any other provision of this Agreement, we shall not be obligated to provide any services under this Agreement with or for the Account if, in our reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency or self-regulatory organization, or (ii) be inconsistent with any internal policy maintained by us from time to time relating to business conduct with our clients.

(d) Subject to the duty of "best execution" and in the absence of written instructions from you to the contrary, each investment manager retained by you will be free to select the broker-dealers to effect purchase and sale of transactions with/or for the Account.

(e) Each investment manager retained by you will act solely as agent for you and not for us.

(f) You acknowledge and agree that the services provided by us pursuant to this Agreement are separate and apart from any investment implementation or other services that our representatives may provide in their separate individual capacities as representatives of Wells Fargo Advisors Financial Network, LLC ("WFAFN"). Accordingly, in the event of any claim or controversy arising from the services provided by us under this Agreement, you agree to look exclusively to us for your remedy and to hold WFAFN harmless with respect to any such claim or controversy. The parties hereto agree that WFAFN is an intended third party beneficiary of this Section 5(f) of this Agreement.

(g) Except for services under this Agreement that do not constitute "investment advice" within the meaning of 29 CFR 2510.3-21(c) (1), as interpreted by the Department of Labor, we acknowledge that we are a "fiduciary" as defined in Section 3(21) of ERISA,

including the associated duties and obligations imposed on a fiduciary under ERISA, for the investment consulting and/or advisory services to be provided under this Agreement. We, however, expressly disclaim that we have any fiduciary duties or obligations with respect to the Plan other than for the investment consulting and/or advisory services to be performed by us under this Agreement.

6. Reports.

(a) In connection with performing certain of the services described in this document, we and our representatives ((including the representative responsible for managing your relationship (the "Investment Consultant")), may obtain and utilize information and data from a wide variety of public and private sources (including, without limitation: (i) financial publications that monitor market indices, industry research materials and other materials prepared by parties other than us and (ii) information and data concerning investment management firms obtained from both the investment management firms and/or from third party vendors). We and our representatives will not utilize any such information or data if we have reason to believe it to be inaccurate. However, we will not independently verify, and cannot guarantee, such information and data, and make no representations or warranties with respect to any reports or statements prepared by us for you to the extent such reports or statements are based on such information or data or our analysis thereof.

(b) In recognition of our continuing desire to improve the reports and statements we may prepare for you under this Agreement, we may from time to time modify the format of and/or the types of information contained in such reports and statements without your prior approval.

7. Assignment.

This Agreement may not be assigned by either party without the prior consent of the other. For purposes of the foregoing, the term "assignment" shall have the meaning given to that term in Section 202(a) (1) of the Investment Advisers Act of 1940, as amended (the "Advisers Act").

8. Terms and Termination.

(a) This Agreement shall be effective as provided in Section 14(b) and shall remain in effect until terminated by either party by giving written notice to the other, which notice shall be effective when received by the other party; provided, however, that Client may terminate this Agreement within five business days of its signing without penalty.

(b) In the event this Agreement is terminated, you shall have no obligation to make additional payments that would otherwise be required to be made hereunder, but we may submit to you an accounting of the services theretofore provided to you hereunder (which may include an accounting of our preparations to provide services that would have been provided by us but for such termination) and you shall be liable to us for the amount set forth thereon (which amount may not exceed the total amount of our compensation as agreed to by you and us in this Agreement) (the "Termination Obligation"). In the event you have paid any payments prior to such termination: (i) if the amount of such payments exceeds the Termination Obligation, you shall be entitled to a refund of such excess, and we shall be entitled to retain the remainder in full satisfaction of the Termination Obligation and (ii) if the Termination Obligation exceeds the amount of such payments, we shall be entitled to retain such payments, and you shall promptly pay the amount of such excess in order to satisfy the Termination obligation.

(c) Except as provided in Section 8(b), no termination of this Agreement shall affect the liabilities or obligations of the parties arising from or in connection with services performed prior to such termination. Without limiting the generality of the foregoing, the provisions of Sections 8(b)-(d) and Sections 9, 10, and 11 of this Agreement shall survive any termination of this Agreement.

(d) Upon the termination of this Agreement, we will not be obligated to recommend any action to you.

9. Standard of Care.

(a) We and our affiliates and our respective present and former directors, officers, employees and agents shall not be liable for: (i) any act done or omitted by any of us under this Agreement so long as such act or omission shall not have involved gross negligence, willful malfeasance or bad faith on our part, or reckless disregard of our obligations and duties under this Agreement or (ii) any misstatement or omission contained in information or documentation supplied to us by you or supplied to you or us by any investment manager retained by you.

(b) The investment managers retained by you, if any, shall be solely responsible for any misstatements or omissions contained in information or documentation supplied to you or us by such investment managers. While we will not supply any such information or documentation to you if we have reason to believe it to be inaccurate, we will not independently verify, and cannot guarantee the accuracy or completeness of such information or documentation.

(c) Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under the Advisers Act, or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon you certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action.

10. Applicable Law.

This Agreement shall be administered, construed and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law or conflict of laws provisions thereof; provided, however, that nothing herein shall be construed in any manner

inconsistent with the Advisers Act (or any rule, regulation or order of the U.S. Securities and Exchange Commission promulgated thereunder), or the investment advisory laws of any state (or any rule, regulation or order thereunder) whose investment advisory laws apply to the relationship created under this Agreement. All services we provide for you in the Account shall be subject to the rules and regulation of all applicable federal, state, and self-regulatory agencies or organizations.

11. Arbitration.

Controversies shall be determined by an arbitration proceeding in the State of Florida, which shall be held in accordance with the commercial rules, regulations and procedures then in effect of the American Arbitration Association (the "Arbitration Rules"). The arbitration shall be conducted pursuant to the Arbitration Rules and in accordance with the substantive law of the State of Florida. Any arbitration hereunder shall be before a panel of at least three arbitrators and the award of such panel shall be final. Judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction and Client hereby submits itself, himself or herself and his personal representatives to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgment and we and Client and their respective representatives hereby submit to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgment. The staff of the U.S. Securities and Exchange Commission has publicly stated that an agreement to submit disputes to arbitration does not constitute a waiver of any right provided to Client by the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

12. Notices.

All notices or other communications required to be given hereunder in writing by one party to the other shall be sent (a) if to us, to such address or to such facsimile number as we may designate from time to time to you and (b) if to you, to such address as you may designate from time to time in written notification to us. Any such notice or communication shall be deemed to have been given when received by the party to whom it was sent.

13. Authorization

CapTrust prepares an annual Representative Client List for use in marketing activities. This list is prepared to provide prospective clients a sample of the types and variety of clients of CapTrust. CapTrust may also create specialized marketing material which can include institutional client names. Client gives CapTrust this authorization and acknowledges the use and context of the marketing materials described above. At any time, the authorization may be revoked by either party by submitting a written request to CapTrust Advisors, LLC or by checking the box below.

☐ Client does not permit name to be used by CapTrust Advisors, LLC for Representative Client List and other described above.

14. Miscellaneous.

(a) We represent and warrant that we are registered as an investment adviser under the Advisers Act.

(b) We reserve the right to refuse to accept or renew this Agreement in our sole discretion and for any reason. For purposes of referring to this Agreement, the effective date of this Agreement shall be the date this Agreement is executed by the parties.

(c) This Agreement represents the entire agreement between the parties with respect to the matters described herein and may not be modified or amended except by a writing signed by the party to be charged, except that we may modify this Agreement subject to reasonable prior written notice to you, in which case your continued acceptance of services thereafter shall be deemed to constitute your consent to such modification.

(d) This Agreement shall be binding on your heirs, executors, successors, administrators, committee, and/or conservators.

(e) We may withhold any tax to the extent required by law, and may remit any tax so withheld to the appropriate governmental authority.

(f) All paragraph headings are for convenience of reference only, and shall not form part of or affect in any way the meaning or interpretation of this Agreement.

(g) In the event the terms of this Agreement conflict with the terms of any other agreement you have executed with us, the terms of this Agreement will govern with respect to the implementation of the services under this Agreement.

(h) As used herein, references in the singular shall, as and if appropriate, include the plural, and references in the neuter shall, as and if appropriate, include the masculine and feminine, and vice versa.

(i) If any term or condition of this Agreement shall be held or made invalid or unenforceable to any extent or in any application, whether by statute, rule, regulation, decision of a tribunal or otherwise, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

Client Name: _____

(j) Except as otherwise agreed to in writing, required by law or necessary to provide the services described herein or in our Privacy Policy, we will keep confidential all information concerning the identity, financial affairs and investments of the Client.

All authorized individuals must sign with title designations. (Examples: Chairman, President, Vice President, Managing Director, General Partner, Sole Owner, Trustee, Named Plan Fiduciary, Executor/Administrator, etc.)

Name of Client: _____

Investment Consultant Name _____

Investment Consultant Signature: _____

The undersigned acknowledges that Section 11 on page 4 of this Agreement contains a pre-dispute arbitration clause and acknowledges receipt of a copy of this Agreement containing a pre-dispute arbitration clause.

Client Signature #1

Client Signature #2 (if required)

Print Name of Person Signing

Print Name of Person Signing

Title of Person Signing

Title of Person Signing

Date

Date

CapTrust Advisors, LLC

By: _____

Name: Roger Robson

Title: Managing Principal

Date: _____

Client Name:

Addendum A – List of Assets/Accounts under Fee for Service Agreement.

1.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

2.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

3.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

4.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

5.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

6.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

7.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number

8.

Name of asset/account	Name of Custodian
Approximate value as of contract date	Account Number