

INVESTMENT CONSULTING AND ADVISORY AGREEMENT

INVESTMENT CONSULTING AND ADVISORY AGREEMENT (the "Agreement"), made as of this _____ day of _____, 2010, by and between Meketa Investment Group, Incorporated ("MIG"), and the Board of Trustees (the "Trustees") of _____ (the "Fund").

WHEREAS, the Trustees are responsible for the management and control of the assets of the Fund; and

WHEREAS, pursuant to the terms of the agreement and declaration of trust governing the Fund (the "Trust Agreement"), the Trustees are authorized to appoint investment managers, consultants, and advisors to manage the assets of the Fund (or any portion thereof), including the power to acquire or dispose of such assets; and

WHEREAS, the Trustees desire to appoint MIG as an investment consultant and advisor with respect to the assets of the Fund on the terms and conditions set forth herein; and

WHEREAS, MIG desires to accept such appointment and to advise the Trustees on such terms and conditions;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Trustees and MIG do hereby agree as follows:

1. MIG SERVICES:

MIG, acting as fiduciary to the Fund, agrees to provide the services described below;

A. ASSET ALLOCATION ADVICE

MIG will review the Fund's investment objectives and recommend asset allocation strategies as necessary.

B. CUSTODIAN EVALUATION AND SEARCHES

Should there be a need for a new custodian for the Fund, MIG will identify potential candidates, document the strengths and weaknesses of each, and assist the Trustees in evaluating and selecting a firm.

C. INVESTMENT MANAGER SEARCHES AND TERMINATIONS

Should there be a need for one or more additional investment managers for the Fund, MIG will identify potential candidates, document the strengths and weaknesses of each, assist the Trustees in evaluating and selecting a firm(s), and assist the Trustees in drafting appropriate investment guidelines for the firm(s).

Should there be a need to terminate an investment manager, MIG will recommend the timing of the termination and the disposition of the manager's assets.

D. PERFORMANCE EVALUATION REPORTS

MIG will provide quarterly analyses of the performance of each investment manager as well as for the total fund, using rates of return calculated by the custodian or other service provider designated by the Trustees.

E. ATTENDANCE AT MEETINGS

Senior investment professionals from MIG will attend Investment Committee, full Trustee, and other meetings as requested by the Trustees.

F. SUPERVISION AND DIRECTION OF CASH FLOWS

From time to time, the Trustees may request that MIG initiate, supervise, and otherwise direct cash flows among the investment managers for the purposes of establishing asset allocation targets, paying benefits and other expenses, or absorbing new contributions.

G. OTHER CONSULTING SERVICES

Any additional consulting services requested by the Trustees and not referenced above shall be charged to the Fund according to a separate fee schedule.

2. WARRANTIES AND REPRESENTATIONS OF MIG:

MIG warrants and represents that:

- A. it is qualified and eligible to act as an investment manager and investment advisor, as defined under Section 3(38) of Employee Retirement Income Security Act of 1974, as amended ("ERISA");
- B. it has completed, obtained, and performed all other obligations, filings, approvals, authorizations, consent, or examinations required by any government or governmental authority for acts contemplated by this Agreement;

- C. as a result of its acceptance of its appointment hereunder, it is a fiduciary with respect to the Fund within the meaning of ERISA;
- D. it will conform its conduct fully to, and discharge its responsibilities in accordance with, the standards imposed on fiduciaries by ERISA, and the Trust Agreement governing the Fund;
- E. it is duly registered as an investment adviser under the Investment Advisers Act of 1940, as amended ("the Advisers Act"), and it will take all steps necessary to maintain such registration in full force and effect;
- F. it has completed, obtained, or performed (and, when required, will complete, obtain, or perform) all registrations, filings, approvals, authorizations, consents, or examinations required by ERISA or other applicable law (or any government or governmental authority) for the performance of the acts contemplated by this Agreement; and during the term of this Agreement, it shall comply with all existing, new, or amended statutes of the United States (and any other government or governmental authority) having jurisdiction over its activities which are applicable to its performance under this Agreement;
- G. it has, by appropriate corporate (or other) action, duly authorized the execution and implementation of this Agreement; such authorization or execution does not violate any obligation by which MIG is bound or any applicable law; and this Agreement has been executed on behalf of MIG by a person (or persons) authorized to transact business on behalf of MIG and shall be binding upon MIG in accordance with its terms;
- H. the personnel of MIG who will be responsible for carrying out the terms of this Agreement are individuals experienced in providing the types of services contemplated by this Agreement;
- I. it shall promptly advise the Trustees in the event of any material change in control of MIG;
- J. the foregoing warranties and representations are understood to be relied upon by the Trustees and shall be continuing in nature; and
- K. it shall promptly notify the Trustees in the event that any of the foregoing acknowledgments, representations, warranties, or agreements shall no longer be true.

3. WARRANTIES AND REPRESENTATIONS OF THE TRUSTEES

The Trustees warrant, and represent that:

- A. the Trustees are the “named fiduciaries,” as defined in Section 402(a)(2) of ERISA, of the Fund with respect to the management or disposition of Fund assets and are authorized by the Fund to appoint investment managers, consultants, and advisors to manage (including the power to acquire and dispose of) assets of the Fund, and notice of the appointment of MIG as an investment consultant and advisor has been given (or concurrent herewith is being given) to the custodian;
- B. a true and complete copy of the Trust Agreement has been delivered to MIG, and a true and complete copy of each and every subsequent amendment to the Trust Agreement will be delivered to MIG as soon as practicable after the adoption thereof;
- C. the Trustees have by appropriate action duly authorized the appointment of MIG and the execution and implementation of this Agreement, which has been executed on behalf of the Trustees by a person (or persons) authorized to do so and, at the request of MIG, shall deliver such evidence of such authority as MIG shall reasonably request;
- D. if investment guidelines are changed by the Trustees, true and complete copies of each amendment to the investment guidelines will be delivered to MIG as soon as practicable after the adoption thereof;
- E. if another entity should be substituted as the custodian of the Fund, MIG shall be notified of such substitution and the substituted entity will thereafter be deemed to be the custodian for purposes of this Agreement.
- F. MIG shall not be responsible for performing any duties regarding any of the following, and shall not be liable for liabilities, losses, claims, fees or expenses resulting from or relating to any of the following:
 - a. matters as to which MIG does not properly have responsibility or authority, including matters within the exclusive responsibility or authority of the Trustees.
 - b. circumstances which ceased to exist prior to the effective date of this Agreement;
 - c. advice from the Fund’s Trustees or any party dealing with the plan on which MIG reasonably relied;
 - d. circumstances which MIG took reasonable efforts to prevent, discover or remedy, and which nevertheless remain uncured. Such reasonable efforts shall be deemed to include the situation where MIG recommends that the Trustees authorize certain expenditures, hire

certain service providers, or take certain action to discover or remedy a condition or possible breach and the Trustees do not follow such recommendation;

- e. the failure of any Trustee or any party dealing with the plan (i) properly to adopt or implement advice MIG has rendered, (ii) properly to perform its or their duties, or (iii) adequately to provide MIG accurate, timely, necessary or reliable information, cooperation, or services, provided, however, that this subsection shall not relieve MIG of any other obligation assumed pursuant to this Agreement including monitoring of investment managers, and further provided that in the case of a failure of one or more parties dealing with the plan to perform any of the acts described in clauses (i), (ii), or (iii), that MIG promptly notifies the Trustees in writing of such failure(s) of which it is aware;
- f. any other employee benefit plan, other than the Fund; and
- g. acts or omissions of any investment manager, custodian, broker, or other service provider for the Fund.

4. TERMINATION

Both MIG and the Trustees shall have the right, in their sole and complete discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice one to the other. The effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to the last known address of the other party. Any such termination by the Trustees shall be without penalty to the Fund or Trustees.

5. FEES

MIG's fees for services rendered pursuant to this Agreement shall be paid in accordance with the fee schedule outlined in Exhibit A.

6. PAYMENTS

The Fund shall pay MIG invoices for services rendered under this Agreement within thirty (30) days of receipt of same from MIG.

7. CONFIDENTIAL RELATIONSHIP

All information and recommendations furnished by MIG to the Trustees shall be regarded as confidential by the Trustees. MIG shall regard as confidential all information concerning the affairs of the Fund.

8. SERVICES TO OTHER CLIENTS

It is understood that MIG performs investment advisory and consulting services for various clients. The Trustees agree that MIG may give advice and take action with respect to any of its other clients which may differ from advice given or action taken with respect to the Fund, or the timing or nature of advice given or action taken with respect to the Fund, provided that it continues to be the policy and practice of MIG not to favor or disfavor consistently or consciously any client or class of clients in the allocation of investment opportunities that MIG believes would be suitable for such client or class of clients, so that, to the extent practical, such opportunities will be allocated among clients over a period of time on a fair and equitable basis and in conformity with this Agreement and ERISA.

9. TERM OF AGREEMENT

This Agreement shall be in effect for a period of twelve (12) months from the date of its commencement. It is further agreed, unless terminated in accordance with Paragraph 4, that this Agreement will automatically be renewed each year for one (1) additional one (1) year period.

10. NON-ASSIGNABILITY

No assignment (including, without limitation, any assignment as defined in the Advisers Act) of this Agreement shall be made, or purported to be made, by MIG without the express written consent of the Trustees. If an assignment without the written consent of the Trustees occurs, this Agreement shall automatically terminate as of the date of the assignment.

11. NOTICES

Unless otherwise specified herein, all notices, instructions, and advice with respect to the services, transactions or other matters contemplated by this Agreement, shall be deemed duly given to or received by the appropriate party as of the date on which it is personally or electronically delivered (or, if mailed, on the third business day after the date on which it is deposited in the United States mail, postage prepaid) if delivered or mailed to the attention of the person at the address set forth below:

A. To the Trustees: Attention:

B. To MIG: Meketa Investment Group, Inc.
 100 Lowder Brook Drive, Suite 1100
 Westwood, Massachusetts 02090
 Attention:

12. ENTIRE AGREEMENT

This Agreement (including any agreements incorporated herein by reference) sets forth the entire understanding of the parties hereto and is intended to be the complete and exclusive statement of the terms hereof. This Agreement may not be modified or amended except by a writing signed by the parties hereto. This Agreement supersedes and cancels any and all prior agreements between the parties, whether written or oral, relating to the services to be provided by MIG to the Fund.

13. CONSTRUCTION AND SEVERABILITY

If, at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. Anything in this Agreement, or any amendment hereof, to the contrary notwithstanding, no provision of this Agreement shall be construed so as to violate the applicable provisions of the Trust Agreement, ERISA (or any regulations promulgated pursuant thereto), or the Advisers Act (or any rule, regulation or order of the Securities and Exchange Commission). In the event of any inconsistency between this Agreement and the Trust Agreement, the provisions of the Trust Agreement shall govern.

14. HEADINGS

The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect, nor shall they in any way affect the substance of any provisions contained in this Agreement.

15. INUREMENT

This Agreement shall inure to the benefit of the Trustees, their successors and assigns, and the participants and beneficiaries of the Fund.

16. APPLICABLE LAW

Except to the extent otherwise provided in ERISA or other applicable Federal law, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____ applicable to contracts made and to be performed in the State of _____ (without giving effect to the principles thereof relating to the conflict of laws).

17. SUCCESSOR LAWS

Any references in this Agreement to a section of ERISA (or other applicable law), or to any regulations or administrative pronouncements thereunder, shall also be deemed to refer to any successor provisions of ERISA (or other applicable law), or to any successor regulations or administrative pronouncements thereunder.

18. COUNTERPARTS

This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which shall be considered the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused multiple copies of this Agreement to be executed by a duly authorized representative as of the day and year first written above.

BOARD OF TRUSTEES OF:

MEKETA INVESTMENT GROUP, INC.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

FEE SCHEDULE

Meketa Investment Group, Inc. will provide the Trustees with full retainer consulting services for an annual fee of \$_____, payable monthly in arrears, plus reimbursement for travel on behalf of the _____.

APPROVED BY:

BOARD OF TRUSTEES OF:

MEKETA INVESTMENT GROUP, INC.

By: _____

By: _____

Title: _____

Title: _____