

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into by and among LPL Financial LLC ("LPL"), a registered investment advisor, the LPL Investment Advisor Representative ("IAR") identified in Section 2 of the Hourly Consulting Profile Schedule A ("Schedule A") attached hereto, and the client identified in Section 1 of the Schedule A ("Client"), whereby Client desires to receive consulting services as outlined below.

1. SERVICES AND FEES

LPL, through its IAR, provides consulting services consistent with Client's financial status, investment objectives and tax status. IAR will obtain the necessary data from the Client to provide the services. The consulting services may include providing advice regarding tax planning, investment planning, retirement planning, estate planning, cash flow/budget planning, business planning, education planning, and personal financial planning. The consulting services may not include ongoing asset management or assistance with execution of securities transactions. Client may or may not receive a written analysis or report from LPL and IAR.

Fees for the consulting services referenced above are negotiable and are as stated on the Schedule A attached hereto. LPL and IAR share in the fee. Client may elect to pay the fee upon execution of this Agreement, or at the time of consultation with the IAR. Checks for consulting services fees should be made payable directly to LPL Financial LLC, and not to IAR, IAR's business name or any business controlled by IAR.

2. POTENTIAL CONFLICTS OF INTEREST

The consulting services may include generic recommendations as to general types of investment products or specific securities which may be appropriate for the Client to purchase given his/her financial situation and objectives. The Client is under no obligation to purchase such securities through LPL and the IAR. However, if the Client desires to purchase securities or advisory services in order to implement the consulting/planning advice under this Agreement, LPL may make a variety of products and services available through its IARs. This may result in the payment of normal and customary commissions, advisory fees or other types of compensation to LPL and the IAR. Depending on the type of LPL account that could be used to implement a financial plan, such compensation may include (but is not limited to) advisory program wrap fees; commissions; mark-ups and mark-downs; transaction charges; confirmation charges; small account fees; mutual fund 12b-1 fees; mutual fund sub-transfer agency fees; hedge fund, managed futures, and variable annuity investor servicing fees; retirement plan fees; fees in connection with LPL's insured deposit account program; marketing support payments from mutual fund, annuity and insurance sponsors; administrative servicing fees for trust accounts; referral fees; compensation for directing order flow; and bonuses, awards or other things of value offered by LPL to the IAR.

To the extent that IAR recommends that client invest in products and services that will result in compensation being paid to LPL and the IAR, this presents a conflict of interest. This compensation to IAR and LPL may be more or less depending on the product or service that IAR recommends. Therefore, the IAR may have a financial incentive to recommend that the consulting/planning advice be implemented using a certain product or service over another product or service.

The IAR may receive additional cash or non-cash compensation from advisory product sponsors. Such compensation may not be tied to the sales of any products. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives.

3. CONFIDENTIALITY

LPL and IAR will keep Client information confidential and will not use or disclose it to others without Client's prior consent except as described in LPL's privacy policy below. Client acknowledges, understands and agrees that for our mutual protection, LPL may electronically record telephone conversations. Client agrees not to record any telephone conversation without the express written authorization of LPL and the individual(s) engaged in the conversation.



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4. ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder; provided that LPL or IAR may assign this Agreement upon consent of the Client in accordance with the Investment Advisers Act of 1940 ("Advisers Act").

This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("Termination Date"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. The Agreement is terminated upon final consultation with the client. No refunds will be made after delivery of the consulting services, except when the number of actual hours is less than the estimated number of hours quoted in the Schedule A. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.

5. PRACTICE OF LAW AND ACCOUNTING

LPL is not licensed to engage in the practice of law or accounting and, consequently, will offer no legal or accounting advice when consulting with client. None of the fee for services under this Agreement relates to accounting or legal services. If such services are necessary, it shall be the responsibility of the Client to obtain them.

If Client engages a third party professional (including but not limited to, an accountant or an attorney) in connection with the consulting services provided hereunder, LPL and IAR are not responsible for the selection of such professional or the services provided by such professional, regardless of any role by LPL or IAR as liaison between Client and such professional. Further, in acting as a liaison, LPL or IAR shall act only in accordance with instructions from the Client on investment matters and shall not exercise judgment or discretion. Client acknowledges that Client is responsible for the diligence review, engagement and ongoing oversight of such professional.

6. SEVERABILITY

If any provision of this Agreement shall be held or made nonenforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

7. GOVERNING LAW

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts in a manner consistent with the Advisers Act and the rules and regulations of the Securities and Exchange Commission thereunder.

8. ARBITRATION

Client agrees to direct any complaints regarding the handling of Client's account to IAR and the LPL Legal Department in writing.

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.
- The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.



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- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

In consideration of opening one or more accounts for you, you agree that any controversy between you and LPL and/or your IAR arising out of or relating to your account, transactions with or for you, or the construction, performance, or breach of this agreement whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration in accordance with the rules, then in effect, of the Financial Industry Regulatory Authority. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. You understand that you cannot be required to arbitrate any dispute or controversy nonarbitrable under federal law.

9. RIGHT TO ADVOCATE AND REFUSAL TO ACCEPT ORDERS

LPL shall have the right at its sole discretion to advocate administratively or judicially on your behalf where LPL suspects exploitation of any kind, dementia and/or undue influence. LPL shall have at its sole discretion the authority to pause or refuse to obey any instructions or orders for, including but not limited to, transactions, disbursements, or account transfers.

10. RECEIPT OF LPL'S FORM ADV PART 2

Client acknowledges receipt of LPL's Form ADV Part 2 and IAR's Brochure Supplement as required by Rule 204-3 under the Advisers Act. Client understands the fees associated with receiving these consulting services.

11. HOURLY CONSULTING PROFILE / SCHEDULE A

The Schedule A incorporated herein by reference and made a part of this Agreement, must be completed in full by IAR and Client and the accuracy of its contents is hereby acknowledged by Client. Client further acknowledges that LPL and IAR have the right to rely on this information.

In addition to the information provided in the Schedule A, the Client may be asked to provide certain data to the IAR to assist in the provision of services under this Agreement. This data may include, but is not limited to: annual income, net worth, proposed retirement date and information regarding existing investments. Client acknowledges that he/she will verify the accuracy of this data which will be included in the financial plan. In addition, certain other information such as rate of return assumptions, market value of existing investments and inflation rate assumptions, among others, will be considered in the provision of consulting services. Client acknowledges that he/she will review these assumptions and will advise IAR immediately if he/she does not concur with their use in provision of consulting services.

12. ENTIRE AGREEMENT / AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. The Agreement may be amended by LPL upon thirty (30) days notice to all parties.

13. NOTICES

All written notices to any party under this Agreement shall be sent to such party by first class mail or facsimile transmission at the address set forth on the Schedule A or such other address as such party may designate in writing to the other.

75 State Street, 22nd Floor, Boston, Massachusetts 02109
4707 Executive Drive, San Diego, California 92121



Facts	What Does LPL Financial Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect can include:</p> <ul style="list-style-type: none"> ▪ Social Security number ▪ Investment experience ▪ Income ▪ Account transactions ▪ Assets ▪ Retirement assets <p>When you are <i>no longer</i> our customer, we will continue to hold your information and share it as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons LPL chooses to share personal information and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does LPL Financial Share?	Can You Limit This Sharing?
For our everyday business purposes , such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL representatives at banks or credit unions	No	We don't share
For non-affiliates to market to you—for clients with accounts established with LPL independent representatives	Yes*	Yes
* If your independent representative terminates his or her relationship with us and moves to another brokerage or investment advisory firm, we or your independent representative may disclose your personal information to the new firm, unless you instruct us not to by returning the completed Privacy Choices Notice form attached to this notice.		

Questions?	Go to www.lpl.com
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Securities offered through LPL Financial, a registered investment advisor, member FINRA/SIPC.

Not FDIC/NCUA Insured	Not Bank/Credit Union Guaranteed	May Lose Value	Not Guaranteed by Any Government Agency	Not a Bank/Credit Union Deposit
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Who We Are

Who is providing this notice?	<p>LPL Financial LLC and its affiliates (collectively, LPL Financial). Our affiliates include the following:</p> <ul style="list-style-type: none">Fortigent LLCPTC Holdings, Inc.LPL Insurance Associates, Inc.The Private Trust Company, N.A.
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What We Do

How does LPL Financial protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our online environment uses security technologies, including layered security and access controls over personal information. For further information, please visit the page How LPL Financial Secures Your Information.</p>
How does LPL Financial collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none">Open an accountEnter into an investment advisory accountApply for insuranceTell us about your investment or retirement portfolioSeek advice about your investments <p>We also collect your personal information from others such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none">Sharing for affiliates' everyday business purposes—information about your creditworthinessAffiliates from using your information to market to youSharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	<p>Your choices will apply to everyone on your account.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none">Our affiliates include companies with an LPL Financial name; financial companies such as The Private Trust Company, N.A; non-financial companies and others.
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none">Non-affiliates we may share information with include an independent representative's new brokerage or an investment advisory firm.
Joint marketing	<p>A formal agreement between non-affiliates financial companies that together market financial products or services to you:</p> <ul style="list-style-type: none">This may include banks, credit unions or other financial institutions with which we have a joint marketing agreement

Other Important Information

Information for California, North Dakota, and Vermont Customers

In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.



Additional Information Regarding the LPL Financial Privacy Notice

For clients of LPL advisors also affiliated with a bank, credit union or other financial institution

If your account was opened in our offices located at a financial institution, such as a bank or credit union; and that financial institution decides to enter into a relationship with a new financial services provider, we may share your information with that new financial services provider so that your account can continue to be serviced.

Mail-In Form

Privacy Choices Notice

(To be used by clients of LPL Financial *independent* advisors only—not clients of advisors associated with a bank or credit union)

If you would like to limit the personal information that your financial advisor could disclose or take if he or she moved to another brokerage or investment advisory firm and terminated the relationship with LPL, please complete and mail the following form to:

Privacy Management LPL
Financial
1055 LPL Way
Fort Mill, SC 29715

You can withdraw your opt-out choice at any time by contacting us in writing at the address provided above.

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm, then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Firm.

Please be aware that LPL Financial entered into the Protocol for Broker Recruiting (Protocol) on September 4, 2008, with certain other brokerage firms, and if LPL remains a signatory to the Protocol as of the effective date of your advisor's termination from LPL, then LPL will permit your financial advisor to take your name, address, phone number, email address and the account title of the accounts serviced (or additional information as permitted if the Protocol is amended) while your financial advisor was associated with LPL if your advisor joins one of these Protocol firms. The retention of this limited information by your advisor under the Protocol may occur even if you have exercised your rights to limit information sharing as described above.

By completing and returning this form as described, I am instructing LPL Financial to limit the personal information about me that my financial advisor could disclose or take if he or she moves to another brokerage or investment advisory firm and terminates the relationship with LPL Financial. However, I understand that LPL may disclose my name, address, telephone number, email and the account title of the accounts serviced by my advisor to the new brokerage or investment advisory firm as allowed under federal and certain state laws and the Protocol.

Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account. In order for your opt-out election to be effective, you must complete ALL of the following information:

In order for your opt-out election to be effective, you must complete ALL of the following information:

Name (please print clearly) _____

Address _____

City _____ State/Zip _____ Phone Number _____

Name of LPL Financial Advisor _____

Signature _____ Date _____