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gwn@gwnsecurities.com

**GWN Securities, Inc.  
Retirement Plan Consulting Agreement**

**NAME OF PLAN:** CITY OF GREENFIELD 457 PLAN  
**NAME OF EMPLOYER/SPONSOR:** CITY OF GREENFIELD, IN *WMM*

This Retirement Plan Consulting Agreement (the "Agreement") is made by and between GWN Securities, Inc., a registered investment advisor ("Advisor") and the Employer/Plan Sponsor ("Sponsor") of the above-referenced retirement plan (the "Plan"), for the benefit of the Plan further described in the attached profile at Appendix A. The effective date of this Agreement is the date accepted by an officer of Advisor signing below ("Effective Date").

**1. SERVICES**

Advisor will provide the Retirement Plan Consulting Services described below (the "Services") to assist Sponsor in meeting its requirements for administering and managing the Plan and, if applicable, to the Plan's participants to help them maximize their benefits through the Plan.

Sponsor acknowledges that none of the Services, provided by Advisor or any of its representatives, will involve the exercise of discretion over Plan assets or individualized, ongoing investment advice to Sponsor, the Plan or any Plan participant. Sponsor agrees that it has entered into an agreement with an independent third-party to serve as the Plan's primary basis for investment decisions. Consequently, neither Advisor nor its representative(s) shall be considered a "fiduciary" as that term is defined under Section 3(21) of the Employee Retirement Income Security Act ("ERISA") with respect to any Services provided under this Agreement.

Advisor will provide the following Services: (check all that apply)

<b>Administrative Support</b>	
<input checked="" type="checkbox"/>	Assist Sponsor in reviewing objectives and options available through the plan
<input checked="" type="checkbox"/>	Review Plan committee structure and administrative policies/procedures
<input checked="" type="checkbox"/>	Recommend participant education and communication policies
<input checked="" type="checkbox"/>	Assist with development/maintenance of fiduciary audit file and document retention policies
<input checked="" type="checkbox"/>	Deliver fiduciary training and/or education periodically or upon reasonable request
<input checked="" type="checkbox"/>	Recommend procedures for responding to participant requests
<b>Service Provider Support</b>	
<input checked="" type="checkbox"/>	Assist Sponsor with a process to select, monitor and replace service providers
<input checked="" type="checkbox"/>	Assist Sponsor with review of Covered Service Providers ("CSP") and fee benchmarking
<input checked="" type="checkbox"/>	Provide reports and/or information designed to assist Sponsor with monitoring CSPs
<b>Investment Monitoring Support</b>	
<input checked="" type="checkbox"/>	Periodic review of investment policy in the context of Plan objectives
<input checked="" type="checkbox"/>	Assist Sponsor with monitoring investment performance
<input checked="" type="checkbox"/>	Assist with monitoring Designated Investment Managers and/or third-party advice providers
<input checked="" type="checkbox"/>	Educate Plan committee members, as needed, regarding DIA(s) and/or QDIA(s)
<b>Participant Services</b>	
<input checked="" type="checkbox"/>	Facilitate group enrollment meetings and coordinate investment education.
<input checked="" type="checkbox"/>	Assist Plan participants with financial wellness education, retirement planning and/or gap analysis.

## 2. FEES

Sponsor agrees to pay Advisor quarterly, in arrears, as identified below, a fee covering all charges for Services (the "Fees"). The Fees will be determined in one of the following ways:

- Asset-Based:** The Fees will be determined by reference to the value of assets held in custody by the Plan's custodian (such assets being referred to herein as the "Account"), and will represent a pro rata portion of an annual fee equal to .50 % of the value of the Account, as described more fully below. Advisor may modify or change the Fees specified herein but only upon notice to and acceptance by Sponsor pursuant to the terms of this Agreement. The Fees will be based on the value of the Account as of the last business day of the preceding fee period. *6715. MM*

By selecting this option, Sponsor agrees to complete the necessary authorizations with the Plan's recordkeeper and/or custodian to cause the Fees to be automatically calculated and deducted from the Plan and paid directly to Advisor.

- N/A*  **Flat Annual Fee:** The Fees shall be \$ N/A annually paid quarterly in arrears. *MM*

By selecting this option, Sponsor agrees to pay the Fees in the following manner (check one of the following):

- Sponsor shall authorize the Plan's custodian/recordkeeper to pay Fees directly to Advisor; or
- Invoice Sponsor directly (at the address provided by Sponsor below unless otherwise instructed).

The Fees paid to Advisor do not cover any execution, custody, clearing or settlement services investment management fees charged by mutual funds, third-party managers, etc. Sponsor agrees that invoicing a third-party will be for the convenience of the parties to this Agreement and will not relieve Sponsor of its responsibility to pay the Fees. Sponsor shall verify the accuracy of all Fees paid under this Agreement.

**2.1 Additional Fees and Adjustments:** The Plan may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Plan, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Unless Advisor agrees otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the Account during that

period or (ii) any partial withdrawal of assets from the Account during that period. If this Agreement is terminated by Advisor or by Sponsor, Advisor will refund certain Fees to Sponsor to the extent provided in Section 8 of this Agreement. Unless Advisor agrees otherwise, all Fees shall be based on the total value of the assets in the Account without regard to any debit balance.

**2.2 Valuation:** In determining the value of the Account for purposes of calculating any asset-based Fees, Advisor may rely upon the valuation of assets provided by Sponsor or the Plan's custodian or recordkeeper without independent verification. If, however, there are circumstances which, in the Advisor's judgment, render the custodian's valuation inappropriate in which case Advisor will value securities listed on any national securities exchange at the closing price on the principal exchange on which they are traded and will value any other securities in a manner determined in good faith by Advisor to reflect fair market value. In all events, Sponsor acknowledges that any such valuation will not be any guarantee of the market value of any of the assets in the Plan.

### **3. CUSTODY OF ASSETS AND OTHER SERVICES**

Custody of all Plan assets will be maintained with a third party custodian selected by Sponsor, and Plan recordkeeping will be provided by a third party recordkeeper selected by Sponsor. Sponsor will be solely responsible for paying all fees or charges of the custodian and recordkeeper. Advisor will not be responsible or liable for recommendations or services rendered by third party service providers ("other provider") or the other provider's compliance with applicable laws.

The Plan's custodian, recordkeeper or Sponsor will be responsible for arranging for the execution of securities transactions through a broker-dealer it believes can provide best execution. Sponsor acknowledges that, in the performance of the Services, Advisor will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, the determination of participant eligibility, benefits, vesting, or the approval of the distributions to be made by the Plan.

Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Sponsor other than the Services expressly agreed to in this Agreement. Advisor does not provide the Services as a fiduciary to an investment contract, product or entity that holds the Plan's assets; nor does it perform recordkeeping or brokerage services to the Plan. Advisor will not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters concerning the Plan, including, without limitation, the operations and administration of the Plan and how the Plan may comply with applicable law.

### **4. NON-EXCLUSIVITY**

Sponsor understands that Advisor may perform, among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan

administration, and portfolio management services for other clients. Sponsor recognizes that Advisor or any of its affiliates may also give advice and take action in the performance of its duties for those other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Advisor has no obligation to advise Sponsor in the same manner as it may advise any of its other clients.

## 5. REPRESENTATIONS AND WARRANTIES OF SPONSOR

Sponsor represents and warrants as follows:

- a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the Services and/or products provided. Sponsor acknowledges that it has received and read this Agreement and the Services and Fees disclosed herein prior to entering into, renewing or extending this Agreement and that it has made an independent determination that the fees payable pursuant to this Agreement are reasonable.
- b) This Agreement is binding on Sponsor and does not violate any prior obligation or agreements, and the Plan documents (and related trust, custodial or annuity documents) permit payment of the Fees out of Plan assets.
- c) Sponsor is solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including Sponsor's obligation to obtain and maintain for the period of this Agreement any bond in the requisite amount which may be required and all federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information which may apply to the Plan or the Sponsor.
- d) Sponsor is solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action lawsuits.
- e) Sponsor will cooperate fully with Advisor in providing the Services. Sponsor authorizes Advisor to deliver documents and communicate with Plan and Plan participants or beneficiaries through the use of electronic means, including electronic mail and posting to a website. Sponsor, and not Advisor, is responsible for determining whether the use of such electronic communication complies with the applicable law.
- f) Any individual signing this Agreement, including the service schedule and fee schedule, on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to Advisor or any of its affiliates; and (ii) has the power and authority to appoint investment advisors, managers and consultants under the terms of the Plan and

to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with applicable law.

- g) Sponsor agrees to promptly provide Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Advisor in the performance of Services under this Agreement in accordance with Section 9.5.
- h) Sponsor acknowledges that Advisor will not be responsible for prospectus delivery and has no authority or responsibility to vote proxies for securities held by the Plan or take any other action relating to shareholder rights and that investments fluctuate in value, and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.
- i) That if this Plan is governed by ERISA, the undersigned representative of Sponsor is the "Responsible Plan Fiduciary" to whom necessary disclosures have and will be made under ERISA Regulation 2550.408b-2.
- j) Sponsor acknowledges and agrees that Advisor may withhold any tax to the extent required by law, and may remit any tax so withheld to the appropriate governmental authority.
- k) Sponsor acknowledges that Advisor may share the Plan's information among registered investment advisor affiliates which may have supervisory responsibilities over Advisor, only to the extent necessary.

## **6. REPRESENTATIONS OF ADVISOR**

Advisor represents as follows:

- a) Advisor is registered as an Investment Advisor under the Securities and Exchange Commission ("SEC"), and will maintain its registration.
- b) Advisor has the power and authority to enter into and perform this Agreement, and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- c) Advisor will disclose to Sponsor any material change to the information regarding the Services, compensation and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Advisor acquires knowledge of the material change or as otherwise required by applicable law. If Advisor makes an error or omission in disclosing information to Sponsor, Advisor will disclose the correct information to Sponsor as soon as practicable but not later than thirty (30) days from the date Advisor knows of the error or omission.

- d) That if this Plan is governed by ERISA, upon written request by Sponsor, Advisor will disclose relevant information related to this Agreement and any Fees received under the Agreement reasonably in advance of the date Sponsor states that Sponsor must comply with Sponsor's applicable reporting and disclosure requirements of Title I of ERISA and applicable regulations, forms and schedules. If Advisor is unable to respond to Sponsor's written request reasonably in advance of Sponsor's need due to extraordinary circumstances beyond Advisor's control, Advisor will disclose the information as soon as practicable.
- e) Advisor agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- f) In providing participant education, Advisor will not actively solicit IRA rollovers but may provide general information to plan participants on retirement plan distributions. Any individualized services provided by Advisor to Plan participants, which include recommendations concerning the investment of the proceeds of a distribution from the Plan will be performed under a separate agreement between Advisor and the Plan participant.

## **7. Standard of Care; Indemnification; Data Disclosure**

**7.1 Standard of Care:** The sole standard of care imposed on Advisor in performing any Investment Fiduciary Service(s) is to act with the care, 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 like character and with like aims, provided, however, that nothing in this Agreement will be deemed to limit any responsibility that Advisor may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

**7.2 Indemnification:** Sponsor agrees that the only responsibilities of Advisor hereunder are to render the Services specifically selected in Section 1 of this Agreement. Advisor agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from Advisor's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by Advisor contained in Section 6 of this Agreement; provided, Advisor is not liable for any indirect, special, consequential or exemplary damages.

Sponsor agrees to defend, indemnify and hold Advisor harmless from any and all liabilities and claims, including, but not limited to, damages, court costs, reasonable legal fees and costs of investigation which arise from: (i) directly or indirectly, any investment loss experienced by the Plan or Plan participants or beneficiaries; (ii) Advisor's reliance or any action taken by Advisor in reliance upon any instruction(s) and/or information received by Advisor from Sponsor; (iii) any breach of Sponsor's

representations and warranties set forth in this Agreement; (iv) any cause of action brought by the Sponsor, Plan participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by Advisor's intentional misconduct, gross negligence or breach of fiduciary duty; and (v) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow Advisor's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If Advisor is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor will pay Advisor's reasonable costs, including the costs of its personnel and counsel, unless Advisor is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

Sponsor will promptly notify Advisor of any errors in completeness in any of the data, analyses, opinions, or other information it provides to Advisor in connection with the rendering of Services hereunder. Advisor will not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Plan participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

**7.3 Data Disclosure:** Advisor will use commercially reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services are correct. The advisor will protect client information as detailed in the GWN Securities, Inc Customer Privacy Notice. Although gathered from sources believed to be reliable, Sponsor acknowledges that Advisor cannot guarantee the accuracy of the information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of Advisor's control.

**7.4 Information from Sponsor:** The Services provided by Advisor are based in part on information provided by Sponsor, Sponsor's representatives, and Sponsor's other service providers. Sponsor acknowledges that Advisor is entitled to rely upon all information necessary for it to carry out its duties under this Agreement that is provided by Sponsor's representatives or Sponsor's other service providers without independent verification by Advisor. Sponsor represents that all such information provided to Advisor is and shall be true, correct, timely and complete in all material respects. Sponsor agrees to promptly notify Advisor in writing of any material change in the



information provided to Advisor and to promptly provide any such additional information as may be reasonably requested by Advisor.

**7.5 Authority to Receive Information from Third Parties:** Advisor is authorized by Sponsor to obtain all information from the Plan's other service providers, including recordkeepers, investment managers, the Plan's trustee and Plan's administrator as Advisor may reasonably require. Sponsor authorizes plan custodian, product vendor, trustee or any third party responsible for any aspect of plan operation to promptly release said information to Advisor immediately upon request. Advisor shall not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon such information in performing the Services.

## **8. TERMINATION**

Unless terminated, this Agreement is ongoing. Sponsor may terminate this Agreement within five (5) business days of executing this Agreement without incurring a penalty or charge. Otherwise, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Advisor will be entitled to a pro-rata amount of unpaid compensation due thru and including the date of termination. Any unearned fees paid in advance will be refunded. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 7, 9.8 and 10) will survive any expiration or termination of this Agreement. Upon termination, Advisor will have no further obligation under this Agreement to act or advise Sponsor with respect to the Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate if Sponsor does not implement Advisor's recommendations.

## **9. GENERAL PROVISIONS**

**9.1 Assignability:** No assignment of this Agreement shall be made without the express written consent of all parties in accordance with the Investment Advisers Act ("Act").

**9.2 Effect:** This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

**9.3 Modification:** The Agreement may only be modified by written agreement between the Advisor and the Sponsor.

**9.4 Severability:** If any one or more of the provisions of this Agreement (other than the provisions of Section 6) will, for any reason, be illegal or invalid, the illegality or invalidity will not affect any other provision of this Agreement, and this Agreement will be enforced as if the illegal or invalid provision had not been included.

**9.5 Notices:** Notice means any notice required or permitted under this Agreement which is in writing and (i) delivered personally; (ii) mailed by registered or certified

mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email:

If to Sponsor: To the address on the signature page.	If to Advisor: To the address on the signature page or the last address Sponsor has in its records following written notice from Advisor.
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All notices will be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

**9.6 Headings:** All headings are for ease of reference only and in no way will be understood as interpreting, decreasing or enlarging the provisions of this Agreement.

**9.7 Entire Understanding:** This Agreement is the entire understanding between the parties and supersedes all prior oral or written statements dealing with this subject.

**9.8 Applicable Law; Forum:** This Agreement is governed by, and interpreted in accordance with the laws of the state of Florida without reference to conflict of law principles, unless preempted by federal law. The parties agree that any arbitration under Section 10 below must be conducted in (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement must be instituted and resolved in a State or Federal court in) Palm Beach County and hereby irrevocably submit to the jurisdiction and venue in such city (and if applicable, such court). Any reference to "applicable law" herein refers to state laws and regulations, the Internal Revenue Code and ERISA to the extent such applies to the Sponsor or the Plan.

**9.9 Waiver or Limitation:** Nothing in this Agreement will in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under ERISA or federal or state securities laws.

## 10. DISPUTE RESOLUTION; ARBITRATION

It is agreed that any dispute arising from any Services shall be subject to binding arbitration. It should be understood:

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- a. 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.

- b. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- c. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- d. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- e. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- f. 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.
- g. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- h. 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 WHO 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.


Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

#### **11. ACKNOWLEDGEMENT**

Sponsor acknowledges that before this Agreement was entered into, Advisor provided to Sponsor information regarding Services, compensation, fiduciary obligations and conflicts of interest, including Advisor's Form ADV Part II, and any supplements required by Rule 204-3 of the Act; Advisor's Privacy Policy; and this Agreement. Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision in determining the Services to be: (i) necessary for the operation

of the Plan; and (ii) reasonable and appropriate based upon the compensation to be paid for the Services.

IN WITNESS WHEREOF, Advisor and Sponsor hereby execute this Agreement as of the Effective Date.

ADVISOR		SPONSOR	
By:		By:	
Print Name:	MICHAEL J. MCGEE	Print Name:	
Title:		Title:	
Street Address 1:	1525 S. SHELBY ST.	Street Address 1:	10 S. STATE STREET
Street Address 2:		Street Address 2:	
City, State, Zip:	INDIANAPOLIS, IN 46203	City, State, Zip:	GREENFIELD, IN 46140
Email:	mmcgee@gwnsecurities.com	Email:	
ACCEPTANCE BY ADVISOR			
By:			
Print Name:			
Title:			
Effective Date:			

**APPENDIX A: PLAN PROFILE**

Legal Name of Plan & (Tax ID #)	
Company Name	CITY OF GREENFIELD, IN MM
Company Address	CITY HALL 10 S. STATE ST GREENFIELD, IN
Plan Type	457
Plan Inception Date	MARCH 3, 2023
Investment Manager/ Third-Party Advice Provider	
Primary Contact Name (first & last)	MORNINGSTAR - TONY PERRIN MM
Address	22 W. WASHINGTON ST.
Primary Contact Phone	CHICAGO, IL 60602
Email	312-696-6000 / ProductInfo@morningstar.com
Name (first & last) of Third Party Administrator(s)	MARK HEISLER MM
Company Name of Third Party Administrator	ADMIN PARTNERS
Third Party Administrator Address	260 LAKE DR E, STE 2, CHERYL HILL, NJ
Primary Contact Phone	856-382-3033
Email	mwhesler@youradminpartners.com
Name (first & last) of Corporate Trustee	
Company Name of Corporate Trustee	N/A
Corporate Trustee Address	
Primary Contact Phone	
Email	
Name (first & last) of Recordkeeper	PETE CARLSON MM
Company Name of Recordkeeper	LINCOLN FINANCIAL
Recordkeeper Address	1301 S. HARRISON, FT WAYNE, IN
Primary Contact Phone	602-859-1835
Email	Peter.carlson@lfg.com
Name (first & last) of Custodian	PETE CARLSON MM
Company Name of Custodian	LINCOLN FINANCIAL
Custodian Address	1301 S. HARRISON, FT. WAYNE, IN
Primary Contact Phone	602-859-1835
Email	peter.carlson@lfd.com



# Change of Financial Professionals and/or payment method

Is this the correct form?

The purpose of this form is to change Financial Professional and/or broker-dealer for a plan utilizing the Lincoln Alliance® program and to provide payment information.

Some investment advisory firms require a copy of the Investment Advisory Agreement be provided to Lincoln. Not providing required documentation or having investment advisor firm required accreditations may cause a delay in processing. Please check with your firm to ensure you have met their requirements. x

For use with:

- Lincoln Alliance® program



Please note: First representative will be servicing representative.

Financial Professional being added and/or replacing current Financial Professional(s): If "Yes," please complete this Section 2.

Broker-dealer's name: A Lincoln Alliance® program Selling Agreement will be required, if receiving commission based payments.

Financial Professional email: Please provide email information for confirmation purposes.

If you have questions or need assistance completing this form, call the Lincoln Customer Contact Center at 1-800-238-6252, Option 1 or contact your retirement plan representative.

## 1 Provide your plan information

Plan name City of Greenfield 457 (b) Plan	Plan ID GRE-001	
Plan Sponsor street address 10 South State St		
City Greenfield	State IN	Zip 46140

## 2 Provide your Financial Professional information

1. Primary Financial Professional's full legal name (first, MI, last, suffix) Compensation split

Michael Mcgee	100	%
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Are you registered as or affiliated with a broker-dealer (B/D)?  Yes  No

If yes, please provide B/D name:

GWN Securities

Financial Professional email Phone

Michael Mcgee	317	883	4372
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Mailing address (broker) National Producer Number (NPN)

1525 Shelby St	1471023
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City State Zip

Indianapolis	IN	46203
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2. Secondary Financial Professional's full legal name (first, MI, last, suffix) Compensation split

		%
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Are you registered as or affiliated with a broker-dealer (B/D)?  Yes  No

If yes, please provide B/D name:

Financial Professional email Phone

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Mailing address (broker) National Producer Number (NPN)

--	--

City State Zip

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## 3 Provide your change to named Financial Professional

Is a new Financial Professional being added to the Plan and/or replacing the current Financial Professional(s)?  Yes  No

If yes:  Adding  Replacing

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

# Change of Financial Professionals and/or payment method

**i** Change to the compensation payment method requested: If yes, please complete Section 4.

**Commission based to Advisory firm fee:** If selected, please complete all Sections of this form.

**Advisory firm fee to Commission based:** If selected, please complete all Sections of this form except 6 and 7.

**Compensation payment method:** In either of the scenarios, the pricing structure will need to be reviewed by Lincoln. A 30 day participant notice may be required prior to the effective date of the change.

## 4 Provide your change to compensation payment method **i**

Is a change to the compensation payment method requested?  Yes  No

Requested compensation payment method change: (choose one)

- Commission based (current payment method) to Advisory firm fee (requested future payment method)  
 Advisory firm fee (current payment method) to Commission based (requested future payment method)

## 5 Provide your plan fiduciary information

This request applies to the following fiduciary services (choose one)

- 3(21) - The advisor provides investment advice and recommendations to the plan sponsor regarding the plan's investment lineup.  
 Model portfolios  
 Fund lineup
- 3(38) - The advisor has discretionary authority to select the plan's investment lineup and make modifications to the lineup on behalf of the plan sponsor.  
 Model portfolios  
 Fund lineup

## 6 For fee based advisory compensation

Investment advisory firm name  Tax identification number (TIN)

Street address

City  State  Zip

Primary Financial Professional

Date of birth (mm/dd/yyyy)  /  /  SSN  -  -

Secondary Financial Professional

Date of birth (mm/dd/yyyy)  /  /  SSN  -  -

Select the appropriate Advisor fee option below: (choose one)

A. If the Investment Advisory Firm has elected to use DTCC Payment aXis with Lincoln as the preferred payment method for RIA fees, the below selections will be overridden.

- Bill (please confirm that billing option is offered by the RIA firm prior to selecting this option) **i**  
 Plan expense account **i**

Annual fee amount \$

Annual percentage amount  %

Fees shall not be paid until all documentation required under this form or otherwise requested has been submitted to Lincoln. Fees will be calculated based on the value of the assets held by Lincoln at the end of the day of the last day of a calendar quarter. **i**

➔ Continue to the next page for additional instructions.

**i** Bill: Advisor will invoice the plan sponsor directly.

**Plan expense account:** Lincoln will fund the Plan Expense Account with the amount described. The fee will be included in the quarterly asset fee. Provide payment information in Step B.

**Please note:** Lincoln is not responsible for any uncollected fee amounts invested in a self-directed brokerage account or managed account. Fees will be reported on Form 5500 Schedule C only for plans with one hundred or more participants.

# Change of Financial Professionals and/or payment method

## 6 For fee based advisory compensation (cont'd.)

B. If the Investment Advisory Firm has elected to use DTCC Payment aXIs with Lincoln as the preferred payment method for RIA fees, the below selections will be overridden.

All payments shall be made payable to the Advisory firm and as set forth below.

I would like my payment to be sent as a (choose one)

Direct deposit to Advisory firm account as described here: **i**

Account owner's name

Bank transit/ABA number (9-digits)



Financial institution

Account number



Type of account:  Checking **i**  Savings **i**

Check, mailed to Advisory firm address on this form.

**i** **Direct Deposit:** If your bank account information is illegible or incomplete, Lincoln will issue a check and mail to the advisor firm address on file.

**i** **Advisor Managed Accounts:** Fees are being paid as a part of an AMA program. Please refer to the Lincoln Alliance Services Agreement for further details.

The Employer has elected to offer Advisor Managed Accounts (AMA) as a plan feature to participants. To provide this offering, the Employer entered into a separate agreement with Morningstar and the Investment Advisory Firm or Advisor to support this program. Please note: the AMA program may be offered at the Investment Advisory firm level, and not at the individual advisor level.

## 7 For Advisor Managed Accounts

Advisor Managed Accounts? **i**  Yes  No

Include Investment advisory firm information or select check box if the same as Step 6

Investment advisory firm name

Tax identification number (TIN)



Street address

City

State

Zip




The payment information referenced below is applicable for plans that offer Advisor Managed Accounts. All payments shall be made payable to the Investment Advisory firm and as set forth below.

I would like my payment to be sent as a (choose one)

Select check box if the same as Step 6

Direct deposit to advisory firm account as described here: **i**

Select this box if this is a savings account:

Name as it appears on the advisory firm account

Bank transit/ABA number (9-digits)



Financial institution

Account number



Check, mailed to the advisory firm address on file.

**i** **Direct Deposit:** If your bank account information is illegible or incomplete, Lincoln will issue a check and mail to the advisor firm address on file.



# Change of Financial Professionals and/or payment method

## 8 Effective date

Changes to the identity of the Financial Professional and/or form of compensation shall be effective as soon as administratively feasible following receipt of a fully executed service agreement amendment by Lincoln Retirement Services Company, LLC (Lincoln). By completing and signing this form, the Plan Sponsor is authorizing Lincoln to move forward in creating the service agreement amendment.

## 9 Plan Sponsor and Financial Professional acknowledgement

By signing below, I, the Plan Sponsor, acknowledge and direct the following:

- Plan Sponsor directs Lincoln to make the Financial Professional and/or form of compensation changes elected in this form. Lincoln may reasonably rely, without making its own investigation, on such direction received from the Plan Sponsor.
- Represent and warrant that all information, including but not limited to, the Plan, the Financial Professional(s), and the Financial Professional's associated financial institution is true and accurate, and any compensation changes elected in this form, have been approved by the plan sponsor or employer.
- Acknowledges that changes to the identity of the Financial Professional and/or form of compensation shall be effective as soon as administratively feasible following receipt of a fully executed form and all other required documentation by Lincoln and confirmation of Lincoln's acceptance of such changes. Lincoln will provide the Plan Sponsor and Financial Professional with confirmation of the official effective date of the change(s) for their records.
- Acknowledge the language of this form shall be construed according to its fair meaning and not strictly construed against the drafter.
- The undersigned further hereby authorizes the above Financial Professional(s) to be given website access to all investments and participant level information with respect to the Plan and further agrees that Lincoln will not be responsible to the Plan, the Trustee(s), the Plan Sponsor, participants or beneficiaries for any expense or loss, including investment loss, resulting from the use of the website access by the above-referenced Financial Professional(s), their associated broker-dealer or investment advisory firm or any of its employees or affiliates, whether authorized or unauthorized, or from incorrect or erroneous information transmitted by any such user(s) or party(ies) to Lincoln. The undersigned understands that this authorization may be revoked upon written notification to Lincoln of the termination of the appointment of the Financial Professional or can be revoked at any time upon written notification to Lincoln.
- The undersigned acknowledges and agrees that the Financial Professional(s) was selected solely by the Plan Sponsor or employer and that Lincoln shall have no obligation to monitor or supervise the Financial Professional(s), their associated financial institution or any of its employees or affiliates actions or compliance with any applicable laws or regulations. The undersigned, on behalf of the Plan Sponsor, the Plan and its related trust (if applicable), agrees to hold harmless and indemnify Lincoln, its employees, agents or affiliates against all claims, actions, costs and liabilities, including attorney's fees, for acting on the representations, information and instructions provided herein.

Plan Sponsor's name (please print)

Lori Blmore

Title

Plan Sponsor

Plan Sponsor's signature

Today's date (mm/dd/yyyy)

/ /

Email

lclmore@greenfieldin.org

➔ Continue to the next page for additional instructions.

# Change of Financial Professionals and/or payment method

## 10 Plan Sponsor and Financial Professional acknowledgement (cont'd.)

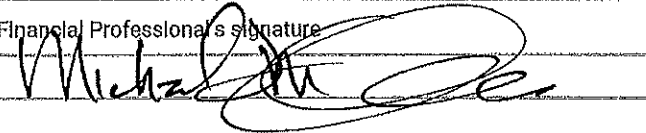
By signing below, the Financial Professional and its associated financial institution acknowledge and direct the following:

- The Financial Professional acknowledges that they are duly authorized by their associated broker-dealer or investment advisory firm to execute this form and that the Financial Professional and their associated financial institution are bound by the terms and conditions of this form once executed.
- As the Financial Professional to the Plan named above, I represent and warrant that all information provided herein is true and accurate. I understand that no compensation will be paid and no effective date established until Lincoln has received all required forms and authorizations and such are deemed in good order. I also represent that the receipt of the compensation elected in this form by either myself or my firm is not a prohibited transaction under the Employee Retirement Income Security Act of 1974. I agree to hold harmless and indemnify Lincoln, its employees, agents or affiliates against all claims, actions, costs and liabilities, including attorney's fees, for acting on the representations, information and instructions provided herein.
- If an investment advisory firm, the undersigned hereby directs Lincoln to carry out the instructions set out in this form, including deducting from the account of the participants (if elected above) the designated fee amount and paying such amount to the named investment advisory firm. The undersigned understands and agrees that this request is subject to the conditions listed above, and that these fees will be deducted and held in Lincoln's general account until paid to the investment advisory firm. The undersigned hereby represents that the payment of any fees as set forth herein matches the fee stated in the investment advisory firm's agreement with the Plan Sponsor or Employer. The undersigned further represents that, in its fiduciary capacity, it has determined that the fee requested is a reasonable expense and not considered a prohibited transaction under the Employee Retirement Income Security Act of 1974.
- The Financial Professional(s) and the Financial Professional's associated financial institution represent and warrant that they are in compliance with all applicable state and federal laws based on the services they are providing. Lincoln assumes no responsibility for determining if the Financial Professional(s) or the Financial Professional's financial institution is complying with applicable laws and regulations regarding its provision of financial services.

Financial Professional's name (please print)

Michael Mcgee

Financial Professional's signature

*WMM*  


Today's date (mm/dd/yyyy)

03 / 28 / 2024

Return all documents to:

- FAX  
Lincoln Financial Group  
260-455-1827
- MAIL  
Lincoln Financial Group  
P.O. Box 7833  
Fort Wayne, IN 46801-7833
- EMAIL  
FORM TO: [AnnuityForms@LFG.com](mailto:AnnuityForms@LFG.com)  
INQUIRIES ONLY TO:  
[PSCompensation@LFG.com](mailto:PSCompensation@LFG.com)