

ATTACHMENT A

CO-FIDUCIARY SERVICES AGREEMENT

This Co-Fiduciary Services Agreement (“Agreement”) is made and entered into as of the signature date (or the latter date, if signed on different days) referenced on the cover page to the Multiple Managers Investment Management Services Agreement, by and between Foxhall Capital Management, Inc. (“Foxhall”) and you (“Client”).

PREAMBLE TO AGREEMENT

The Client has established a defined contribution retirement plan (the “Plan”) qualified under Section 401(a) of the Internal Revenue Code of 1986 as amended (the “Code”) for the purpose of providing retirement benefits to certain employees of Client and any other participating employers therein. Client is a named fiduciary under the Plan.

Foxhall is an investment adviser registered under Investment Advisers Act of 1940, as amended (the “Advisers Act”), with the U.S. Securities and Exchange Commission (the “SEC”).

Client wishes to retain Foxhall as an investment advice fiduciary as described in the U.S. Department of Labor regulations at 29 CFR 2510.3-21 to assist Client with its investment oversight responsibilities for the Plan under the Employee Retirement Income Security Act of 1974 (“ERISA”).

AGREEMENT

1. EXCLUDED SERVICES

Foxhall cannot recommend or evaluate investment alternatives for which it serves as an investment adviser such as the Foxhall Global ETF Series Strategies, Foxhall Global Trends Fund or other investment alternatives managed by Foxhall. Providing advice to Client regarding these investment alternatives would violate the conflicts of interest rules under Section 406(b) of ERISA.

2. INCLUDED SERVICES

Foxhall shall provide the following services to Client:

- (a) Act as an ERISA co-fiduciary with Client;
- (b) Develop an Investment Policy Statement with investment objectives suitable for the Plan which will be provided as a supplement attachment prior to the initial funding of the Plan.
- (c) Recommend investment alternatives for the Plan that are consistent with the Investment Policy Statement’s objectives which will be provided as a supplemental attachment prior to the initial funding of the Plan.

(d) Monitor the investment alternatives for compliance with the Investment Policy Statement and recommend appropriate changes as necessary to comply with the Investment Policy Statement's objectives;

(e) Provide quarterly reports to Client regarding the performance of the investment alternatives under the Plan recommended by Foxhall, which report shall recommend appropriate changes as necessary to comply with the Investment Policy Statement's objectives; and

(f) A Foxhall representative, or third party solicitor, will meet annually with Client, or more frequently as reasonably requested by Client, to review each investment alternative's performance in comparison with its own objectives and its objectives under the Investment Policy Statement; and recommend changes, as necessary, to the Investment Policy Statement or the investment alternatives under the Plan.

3. FEES

Foxhall's annual fee for the services under this Plan Fiduciary Service Agreement is _____% (not to exceed 1.10%) of the market value of the Plan assets including assets invested in investment alternatives for which Foxhall serves as an investment adviser, if applicable. This annual fee shall be prorated and paid monthly, in arrears, based upon the market value of the assets on the last day of each month. No increase in the annual fee shall be effective without prior written notification to Client.

If a third party introduced Client to Foxhall, then Foxhall may share the fee with the third party. The SEC calls the third party receiving the referral fee a "solicitor." Foxhall will pay the solicitor in accordance with Rule 206(4)-3 under the Advisers Act and any applicable state securities laws. The referral fee will not result in any additional charges to Client. Foxhall will pay _____% referral fee to the solicitor from Foxhall's _____% service fee.

See Exhibit A attached hereto for the Solicitor's Disclosure Document.

4. FORM ADV PART II

The Client acknowledges that Client received, read and understood Foxhall's Form ADV Part II, including Schedule F, before the signing of this Agreement. Client can also view Part I of Foxhall's Form ADV via the Investment Adviser Public Disclosure site at <http://www.adviserinfo.sec.gov/>. The Form ADV describes Foxhall's investment advisory process and the background and experience of Foxhall's management team.

5. ASSIGNMENT; AMENDMENT

No assignment (as defined in the Advisers Act) of this Agreement by Foxhall shall be effective without the Client's prior written consent. Unless otherwise provided herein, any amendment of this Agreement shall require the written consent of both parties.

6. THIRD PARTY BENEFICIARIES

There are no intended third-party beneficiaries for this Agreement. Foxhall's obligations under this Agreement are owed to Client only.

7. LIMITED LIABILITY

In providing services under this Agreement, Client acknowledges that except for gross negligence, malfeasance or violation of applicable law, neither Foxhall, nor its principals, directors, officers, employees or agents shall be liable for any damages, losses, expenses, or costs (including without limitation any attorneys' fees) (collectively a "Loss") arising out of or in connection with any acts or omissions by Foxhall in performing its services hereunder. Client agrees to hold harmless and indemnify Foxhall and its principals, directors, officers, employees or agents against any Loss which Foxhall may incur if and to the extent such Loss is caused by Client's or its agent's or designee's (other than Foxhall) own actions or omissions or by any inaccuracy or breach by Client of any of its representations or acknowledgements hereunder. Without limiting the foregoing indemnification in any way, the Client also agrees to hold Foxhall harmless and indemnify Foxhall against any and all liability or loss which Foxhall may incur or suffer under ERISA, if and to the extent such liability or loss is caused by the inaccuracy or breach by Client of any of the representations, warranties or obligations of Client set forth in this Agreement. Client understands that federal and/or state securities laws give rights to Client that may not be waived by this Agreement. This Section 7 shall survive the termination of this Agreement.

8. PLAN DOCUMENTATION AND INFORMATION

Client will provide Foxhall with all of the information it may reasonably request in order to facilitate performance under this Agreement, including but not limited to, Plan documents. The Client represents that the provided information will be accurate and complete in all material respects.

9. CONFIDENTIALITY

Foxhall agrees to preserve the confidentiality of any information received from Client.

10. TERMINATION

Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

11. ENTIRE AGREEMENT; GOVERNING LAW

This Agreement constitutes the entire Agreement for Plan Fiduciary Services between Foxhall and Client.

12. SEVERABILITY

If any provision of this Agreement is deemed to be invalid or unenforceable, or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provisions were not included.

13. GOVERNING LAW

To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Connecticut without regard to choice of law considerations. Any action, suit or proceeding arising out of, under, or in connection with, this Agreement seeking an injunction or not otherwise submitted to or resolved by mediation pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Connecticut and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

14. DISPUTE RESOLUTION

The parties shall first attempt in good faith to settle by mediation any dispute arising out of or relating to any of the terms, provisions, or conditions of this Agreement. The mediation shall be nonbinding and shall be held in Orange, Connecticut, before a mediator selected through the American Arbitration Association ("AAA") and shall be conducted in accordance with the AAA's Rules and Procedures regarding mediations. The mediation shall be commenced by any party making a written demand for mediation to the administrator of AAA and serving the demand on the opposing party. If the parties are unable to agree on a mediator, the administrator of AAA shall select an independent mediator. Any such mediation shall be concluded within forty-five (45) days of its commencement.

Neither party may commence litigation with respect to the matters submitted to mediation unless and until the later of the completion of the initial mediation session or forty-five (45) days after the date of filing the written request for mediation. Any such litigation shall be subject to Section 13 of this Agreement. The prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party all costs, expenses and fees (including reasonable attorneys' fees).

EXHIBIT A

SOLICITOR DISCLOSURE STATEMENT

(pursuant to Rule 206(4)-3 under the Investment Advisers Act of 1940)

The purpose of this Solicitor Disclosure Statement is to comply with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940, as amended, regarding the payment of solicitation fees to an unaffiliated solicitor engaged by a registered investment adviser for referring or soliciting prospective clients on behalf of the registered investment adviser.

1. _____ (“**Solicitor**”), has entered into an agreement with Foxhall Capital Management, Inc. (“**Adviser**”), a registered investment adviser, whose principal office is located at 35 Old Tavern Road, Orange, Connecticut 06477, whereby Adviser has agreed to pay Solicitor a solicitation fee in exchange for Solicitor introducing potential advisory clients (including you, the undersigned) to Adviser.
2. The compensation to be paid to Solicitor by Adviser for such services shall be an amount no greater than _____ bps, a portion of the fiduciary service fee received. No payment will be paid to Solicitor without delivery to Adviser of a signed and dated acknowledgement of receipt of this Solicitor Disclosure Statement.
3. The payment of a solicitation fee will not affect the amount being charged to you by Adviser. The solicitation fee shall be paid solely from Adviser’s standard investment management fee and shall not result in any additional charge to you. Adviser’s fee would be the same, regardless of whether a solicitation fee is paid.

4. You hereby acknowledge the delivery and receipt of this Solicitor Disclosure Statement concurrently with the delivery of Adviser's disclosure statement on Part II of Form ADV.

Acknowledged:

Plan Name

Signature of Named Fiduciary, Trustee or Corp. Officer

Date

Printed Name and Title of the above

Signature of Named Fiduciary, Trustee or Corp. Officer

Date

Printed Name and Title of the above

FINANCIAL CONSULTANT(S)

Broker Dealer / RIA Name

Financial Consultant Name Rep Code #

Financial Consultant Signature Date