

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
JUNE 26, 2017

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Robert J. Birch
Candyce Fluehr Chimera
Michael J. Fox
Jeffrey W. McDonnell
Richard E. Miniscalco

Lawrence J. Grogan
Township Manager

ACTION MEETING – 8:00 PM

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Announcement of Executive Session
5. Consider Approval of Minutes of June 12, 2017 Meeting
6. Recognize Detective Sergeant Joseph Bennis on his Retirement
7. Recognition of Employee Retirement - Marita Stoerrle
8. Acknowledge Resignation of Planning Commission Member
9. Consider Authorization to Approve a Contract with eGov Strategies for the Township Website Redesign
10. Consider Authorization to Execute Morgan Stanley Single Advisory Contract – Police Pension Fund
11. Consider Approval for Release of Performance Bond – Parkview Grade Permit
12. Consider Payment of Bills
13. Other Business
14. Adjournment

Future Public Hearings/Meetings:

07-10-2017 @8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: June 26, 2017

ITEM NUMBER: #3

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman of the Board of Supervisors

BACKGROUND:

The Chairman needs to remind all individual(s) making a comment that they need to identify themselves by name and address for public record.

The Chairman needs to remind the public about the policy of recording devices. The individual(s) needs to request permission to record the meeting from the Chairman and needs to identify themselves, by name and address for public record.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announcement of Executive Session

MEETING DATE: June 26, 2017

ITEM NUMBER: # 4

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
 Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
 Chairman of the Board of Supervisors

BACKGROUND:

Frank Bartle will announce that the Board of Supervisors met in Executive Session and will summarize the matters discussed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Minutes for June 12, 2017

MEETING DATE: June 26, 2017

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman of the Board of Supervisors

BACKGROUND:

Please contact Deb Rivas on Monday, June 26, 2017 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

DRAFT

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
JUNE 12, 2017**

At 6:00 p.m. Chairman Candyce Fluehr Chimera called to order an executive session. In attendance were Vice Chairman Robert J. Birch and Supervisor Michael J. Fox. Supervisors Richard E. Miniscalco and Jeffrey W. McDonnell were absent. Also in attendance were Township Manager Lawrence Gregan, Township Solicitor Frank Bartle, Esquire, Director of Administration and Human Resources Ann Shade, Director of Finance Ami Tarburton and Director of Planning and Zoning Bruce Shoupe.

Chairman Candyce Fluehr Chimera called the meeting to order at 8:00 p.m. In attendance were Vice Chairman Robert J. Birch and Supervisor Michael J. Fox. Supervisors Richard E. Miniscalco and Jeffrey W. McDonnell were absent. Also in attendance were Township Solicitor Frank Bartle, Esquire, Township Manager Lawrence Gregan, Police Chief Scott Bendig, Director of Finance Ami Tarburton, Director of Administration and Human Resources Ann Shade, Assistant to the Township Manager Stacy Crandell, Director of Planning Bruce Shoupe, Director of Public Works Kevin Costello, Director of Recreation and Community Center Floyd Shaffer, Director of Information Technology Richard Grier, Public Information Coordinator Kelsey McMeans and Recording Secretary Deborah Rivas.

Following the Pledge of Allegiance, Chairman Candyce Fluehr called for public comment from the audience.

Under public comment, Mike Kornfeld of 19 Meadowood Road said that he has a concern about the financial reporting with respect to the Community and Recreation Center. Mr. Kornfeld stated that the financial statements indicate that the total cost of the community center is \$11,877,000 of which \$267,000 represented land costs and those numbers are wrong. Mr. Kornfeld said that the property on which the community center sits cost \$1,500,000. Mr. Kornfeld stated that this misinformation makes it look like the building of the community center came in at cost when it clearly did not. Mr. Kornfeld asked the Township to acknowledge that

the cost of the community center was \$13,100,000, not \$11,800,000 that is being reported. Director of Finance Ami Tarburton reported that the \$267,000 was a mistake on the auditor's part as it was actually a dollar amount for another property. The Township Auditor issued a correction to the financial statements at a recent Board meeting. Mr. Kornfeld stated that he did not know this but he was still questioning the amounts on the financial statements. Township Solicitor Frank Bartle asked Director of Finance Ami Tarburton to provide the new information to Mr. Kornfeld so that he can review the numbers and if he has further questions after that, he can bring them to the Board of Supervisors.

Also under public comment, Kelly Crits of 410 Ellison Drive inquired as to the status of the road paving in the Montgomery Pointe Development. Ms. Crits stated that the roads are terrible, with potholes and raised manhole covers, and residents have been injured because of the conditions of the roads. Ms. Crits said that the residents are frustrated and want to know what the Township can do to get the roads paved. Chairman Candyce Fluehr Chimera reported that the Board shares the residents' frustration and they are working very hard to keep work moving forward on every section of all of the developments that are not finished. Township Solicitor Frank Bartle, Esquire, reported that the Board has been dealing with this matter for the last couple of years. The primary issue was Enclave Boulevard and that was finally completed. There have been many promises made by the Cutler Group that were not done in a timely manner. There is another meeting scheduled for this coming Wednesday between Montgomery Township officials and the Cutler Group and we will continue to put pressure on the Cutler group to obtain and keep the schedule of items to be completed moving forward. Mary Smith of 608 Ellison Drive stated that she is very concerned about the conditions in her neighborhood. Cliff Fitzgerald of 601 Ellison Drive inquired about the intersection of Enclave Boulevard and Hartman Road. He was concerned about the height of the grass and wanted to know who was responsible for maintaining it. It was determined that the portion of Enclave Boulevard that Mr. Fitzgerald spoke about is the Township's responsibility and the Public Works Department will

maintain it. The other portion along Hartman Road is the responsibility of Glasgow and our Planning Department has been following up with them. Mr. Fitzgerald also asked what the Board meant when they said that they were putting adequate pressure on the Cutler Group. Supervisor Michael Fox reported that the matter continues to be one of potential litigation and as such the Board does not want to divulge the specifics that are under consideration when it comes to putting pressure on the Cutler Group.

Solicitor Frank Bartle announced that the Board had met in an Executive Session prior to this meeting to discuss a personnel matter regarding the police contract negotiation. The Board also discussed four matters of potential litigation, one of which included the David Culter developments as previously discussed. The litigation matter discussed was the Cohen vs. Montgomery Township Zoning Hearing Board. Mr. Bartle stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Chairman Candyce Fluehr Chimera made a motion to approve the minutes of the May 22, 2017 Board of Supervisors meeting, and Supervisor Michael J. Fox seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Township Manager Lawrence J. Gregan reported that five vacancies currently exist on the Montgomery Township Autumn Festival Committee. Township resident Steve Terebecki, who resides at 115 Raven Hollow Drive, has expressed an interest to be appointed as a member of the Autumn Festival Committee. Mr. Gregan also reported that one vacancy currently exists on the Montgomery Township Park and Recreation Board. Mary Beth Meehan, who resides 113 Conrad Lane, has expressed an interest to be appointed as a member of the Park and Recreation Board. Resolution #1 made by Supervisor Michael J. Fox, seconded by Vice Chairman Robert J. Birch and adopted unanimously, approved the appointment of Steve Terebecki to the Autumn Festival Committee for a term to expire on January 1, 2018 and also approved the appointment of Mary Beth Meehan to the Park and Recreation Board for a term to expire on January 1, 2022.

Director of Public Works Kevin Costello reported that each year funds are allocated for extra curb and sidewalk concrete work throughout the Township. This work is in addition to the work being done on roads in anticipation of resurfacing. The criteria for this work is based on the Public Works Department's inspection to identify sidewalks that have the potential of tripping hazards or have significant deterioration. This work will be performed under our current contract with Olivieri & Associates Inc., based on their unit prices in their approved contract. Resolution #2 made by Vice Chairman Robert J. Birch, seconded by Supervisor Michael J. Fox and adopted unanimously, authorized the expenditure in the amount of \$39,504.00 to perform the repairs/replacement of sidewalks throughout the Township under the current contract with Oliveri & Associates.

Director of Public Works Kevin Costello reported that the Township has another opportunity to purchase petroleum products from the cooperative purchase contract through the Southeastern PA Counties Cooperative Purchasing Board. The current contract with Riggins Inc. is valid through June 30, 2017 and has been extended for a period of one year and will run until June 30, 2018. Resolution #3 made by Supervisor Michael J. Fox, seconded by Vice Chairman Robert J. Birch and adopted unanimously, approved the participation in the extended Southeastern PA Cooperative Purchasing Board Fuel Contract for a period of one year ending on June 30, 2018.

Director of Planning and Zoning Bruce Shoupe reported that an application for land development has been received for the construction of a Korean War Memorial American-Korean Alliance Peace Park. This is an ongoing project and every dollar spent for construction and maintenance on the memorial will be through private fundraising efforts. State Representatives Harper, Stephens and Murt and Congressman Boyle are Co-Chairs of the committee formed to administer the construction of this project. A sketch plan has been prepared by Boucher and James detailing the memorial site and Joe Lavelle, Architect, will be preparing the construction details. The Township Planning Commission recommended a waiver

of land development for this project at their meeting on May 18, 2017. Resolution # 4 made by Supervisor Michael J. Fox, seconded by Vice Chairman Robert J. Birch and adopted unanimously, waived the formal land development application requirements for the Korean War Memorial at Memorial Grove Park subject to entering into a license agreement and an improvements and security agreement as prepared and approved by the Township Solicitor.

Director of Planning and Zoning Bruce Shoupe reported that Hawthorn Development, LLC is requesting the Board's consideration to approve their preliminary/final subdivision-land development plan for the Montgomery Retirement Residence – LDS#690. Hawthorn Development LLC proposes the development of several lots at the intersection of Doylestown Road and Montgomery Glen Drive and subdivide the rear section of 697 Bethlehem Pike as a Congregate Care/Independent Senior Living use. The development includes 141 congregate care/independent living senior living unit suites and two manager units in a 3-story building, along with associated improvements, such as parking, green space, site amenities and detached garages. Attorney James Garrity, representing Hawthorn Development LLC, stated that the resolution as presented is acceptable except for the requirement that handicap parking spaces be distributed throughout the parking lot. Mr. Garrity explained that access to the facility will be through one door and as such, it is recommended that all handicap spaces be located near that entrance door. The Board was in agreement with that request. Resolution #5 made by Supervisor Michael J. Fox, seconded by Vice Chairman Robert J. Birch and adopted unanimously, approved the preliminary/final subdivision – land development plan for Hawthorn Development LLC for the Montgomery Retirement Residence – LDS#690.

Resolution #6 made by Supervisor Michael J. Fox, seconded by Vice Chairman Robert J. Birch and adopted unanimously, approved the construction escrow release #2 for LDS#681 for Nappen & Associates property at 1390 Welsh Road in the amount of \$168,513.15.

A motion to approve the payment of bills was made by Chairman Candyce Fluehr Chimera, seconded by Supervisor Michael J. Fox, and adopted unanimously, approved the payment of bills as submitted.

Under other business, Chairman Candyce Fluehr Chimera made a motion that the Board of Supervisors approve the settlement of the outstanding appeal of audit results, with final assessment issued on May 1, 2017 for AES Clean Technology, Inc., for the sum of \$50,000.00, subject to the parties entering into a settlement agreement in a form acceptable to the Township Solicitor. Supervision Michael J. Fox seconded the motion which was adopted unanimously by Resolution #7.

There being no further business to come before the Board, the meeting adjourned at 8:45 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of the Retirement of Police Department Employee-Det. Sergeant Joseph Bennis

MEETING DATE: June 26, 2017 ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION ACTION **XX** NONE

REASON FOR CONSIDERATION: Operational: **XX** Policy: Discussion: Information:

INITIATED BY: J. Scott Bendig
Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors

BACKGROUND:

On June 19, 2017, Detective Sergeant Joseph Bennis retired from the Montgomery Township Police Department after 46 years of service to our community.

Joseph Bennis began his career with the Montgomery Township Police Department as a patrol officer on June 12, 1972. Prior to serving as an officer, Joseph Bennis served as a Sergeant in the United States Army Special Forces in the Vietnam Theatre where he received numerous commendations, including a Bronze Star for his meritorious service.

On May 16, 1980, Officer Bennis was promoted to the rank of corporal. On January 2, 1987, Corporal Bennis was promoted to the rank of sergeant. On January 6, 1992, Sergeant Bennis was reassigned to serve as the Detective Sergeant of the department's Detective Division.

In addition to these duties, Detective Sergeant Bennis has also served as a founding member of both the department's Canine Unit in 1978 and Special Operations Unit in 1990. Detective Sergeant Bennis was also a graduate of the FBI's National Academy 162nd Session.

During his 46 year career, Detective Sergeant Bennis has received numerous departmental commendations for his actions as an officer as well as numerous letters of appreciation from township residents and neighboring law enforcement agencies. In addition, Detective Sergeant Bennis has shown exemplary dedication, leadership, and professionalism in the execution of his duties to the residents, businesses and coworkers of the community. Detective Sergeant Bennis leadership will be sorely missed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Supervisors recognize Detective Sergeant Joseph Bennis on the occasion of his retirement from the Township after 46 years of service to our community.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize Detective Sergeant Joseph Bennis and express our gratitude to him for his dedication and faithful service to the Montgomery Township Police Department and Montgomery Township community.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard E. Miniscalco	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Recognition of Employee Retirement – Marita Stoerrle

MEETING DATE: June 26, 2017

ITEM NUMBER: #7

MEETING/AGENDA:

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON Candyce Fluehr Chimera
Chairman

BACKGROUND:

Montgomery Township wishes to recognize and acknowledge the upcoming retirement of long serving employee, Marita Stoerrle, who will be retiring from Montgomery Township effective June 30, 2017.

Prior to working for Montgomery Township Marita worked part-time for two years in Warminster Township as a township receptionist and part time for the Tax Collector while pursuing her Master's Degree in Speech Therapy at Trenton State College. After graduation, Marita started working full time for Warminster Township for 18 years as an Administrative Assistant and Assistant Manager and occasionally as Acting Manager. While there, she found she really enjoyed the "family" feeling of local government and was excited to be part of a positive change in her local community.

Marita joined Montgomery Township in October 1996, serving as the Development Coordinator for the Township, completing almost 22 years of service. In her role as Development Coordinator, Marita witnessed over 2150 dwelling units being constructed in the Township. Marita ensured that the coordination and distribution of information for over 230 residential and non-residential land developments in the Township was done in a professional and timely manner. To complete the resolutions for the Board of Supervisors consideration for these projects in the time of snail mail, Dictaphones and fax machines, Marita would literally cut and paste outstanding items from various review letters submitted to complete the development approval resolutions.

Marita has provided exceptional service to the staff and residents of Montgomery Township and she will be greatly missed. We congratulate her for her 42 years of public service and wish her well in her retirement.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Acknowledge the retirement of Marita Stoerrle from Montgomery Township and thank her for her years of service to the staff and residents of Montgomery Township.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby recognize the retirement of Marita Stoerrle and take this opportunity to thank Marita for her commitment to public service during her employment at Montgomery Township.

MOTION: _____

SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard E. Miniscalco	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Acknowledge Resignation of Planning Commission Member

MEETING DATE: June 26, 2017

ITEM NUMBER: #8

MEETING/AGENDA:

ACTION

NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr-Chimera
Vice Chairman

BACKGROUND:

Andrew Terreri has submitted a letter of resignation as a member of the Township Planning Commission due to a relocation. Mr. Terreri had served on the Planning Commission since October 2016 and was a contributor and supporter of the various decisions made by the Planning Commission.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board acknowledge the resignation of Andrew Terreri from the Planning Commission.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby accept the resignation of Andrew Terreri from the Planning Commission and thank him for his service on the commission.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard Miniscalco	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

**MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY**

SUBJECT: Consider Authorization to Approve a Contract with eGov Strategies for the Township Website Redesign

MEETING DATE: June 26, 2017

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Kelsey McMeans,
Public Information Coordinator

BOARD LIAISON: Candyce Fluehr Chimera
Chairman, Board of Supervisors

BACKGROUND:

Over seven years ago, the Township switched website providers from Catapult Web to eGov Strategies. This was a very helpful transition for the Township staff because website content could now be created and edited in house as opposed to contacting and paying the web provider for content changes and updates. eGov Strategies has allowed the Township to stay current by providing us with the necessary tools to update or edit Township news, photos, flyers, forms, links and more.

Although these tools have been very helpful for the Township, website technology has greatly improved over the years. In recent months, Township staff has spent time evaluating the current website along with other Township websites from all over the country and gathered a list of important changes that should be made to the website in order to be better serve the community. A website redesign should give the Township the following benefits:

- Mobile and tablet friendly experience
- Modern look
- More organized and user friendly
- Social media integration

After undergoing a successful website redesign with eGov in 2010, the staff decided to reach out to eGov to see if their new platform allowed for these benefits.

After multiple demos and conversations, the staff was very pleased with what eGov had to offer. Not only will eGov be able to make the website mobile/tablet friendly, give it a modern look, make it more user friendly, and include social media integration, they will also be able to help better market all the Township has to offer with a new Marketing Subsite add-on option. With this add-on option, the Township will be able to showcase special services, attractions, and events in one community focused sub-site. The sub-site will be linked from the Montgomery Township website and have dedicated sections on the homepage for everything "community" in Montgomery Township: The Community & Recreation Center, Township parks, playgrounds, and trails, Summer Concert Series, Autumn Festival, free services the Township provides and more. The subsite will be helpful for our residents, those moving to the Township, and visitors.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The cost for the basic redesign is \$7,750 and the cost for the Marketing Micro Site Design Add-On is \$2,450. The 2017 Capital Budget allocated for \$9,500 for a website redesign. The total for the website redesign is \$10,200. If approved, \$700 will be needed outside of the website redesign budget.

RECOMMENDATION:

The staff recommends that the Board of Supervisors approve a website redesign with the current provider, eGov Strategies, at \$10,200 to provide a more modern and user friendly website experience and to better market the Township and all it has to offer.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize staff to undergo a website redesign with eGov Strategies and approve the proposal for those services at a cost of \$10,200.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard E. Minisclaco	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



EGOV STRATEGIES LLC

**DESIGN &
IMPLEMENTATION
PORTFOLIO**

For Montgomery Township, PA

Trent Ward, Business Development Manager
tward@egovstrategies.com
877.634.3468, ext. 6717
(317) 644-6717 (direct)

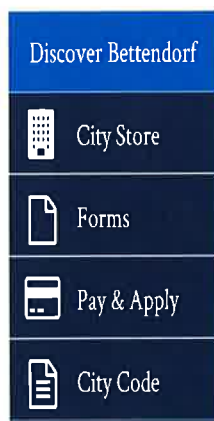


877 634 3468
solutions@egovstrategies.com
egovstrategies.com

CITY OF BETTENDORF, IOWA

- See it Live at www.bettendorfiowa.org
- Website Management
- Responsive Design
- eNotifications
- Citizen Service Request Management

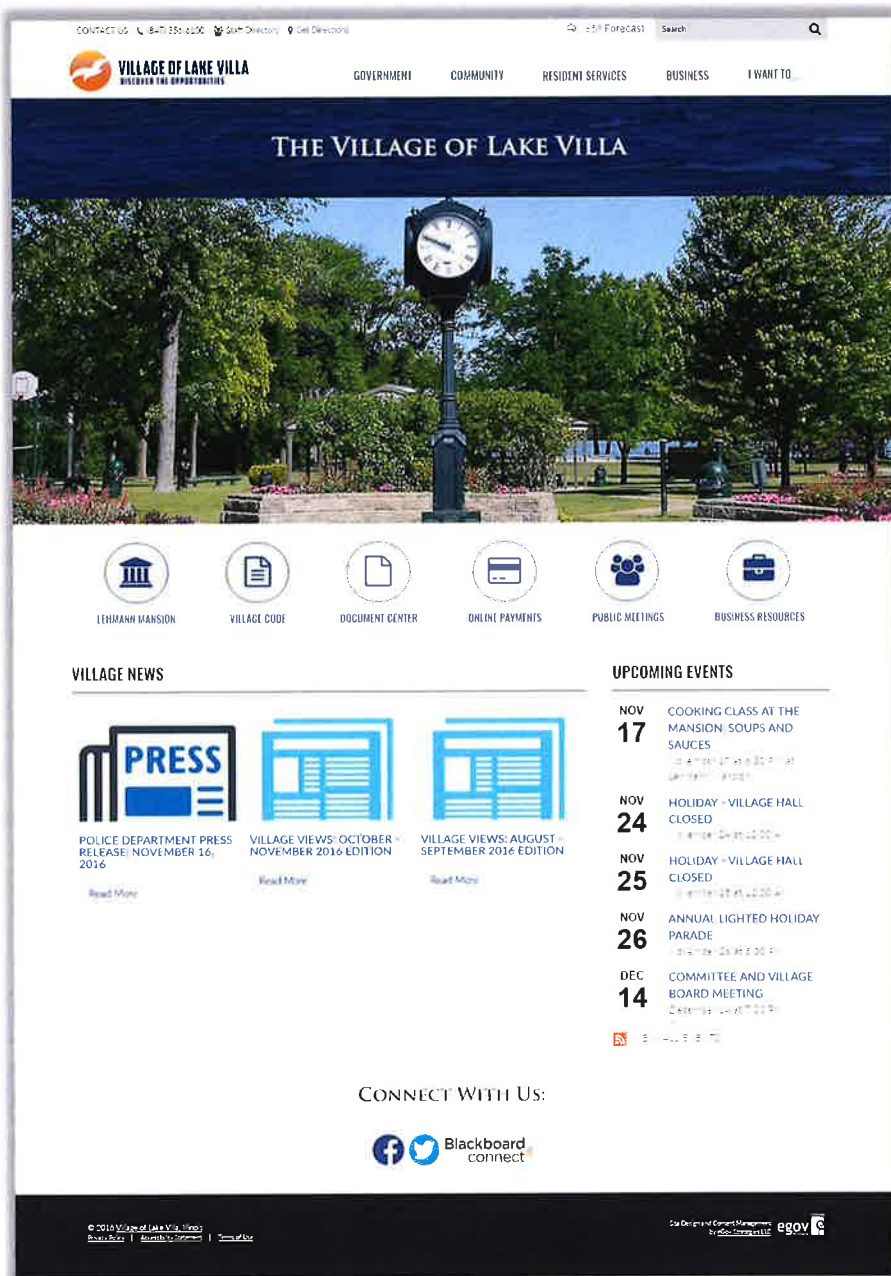
WEBSITE DESIGN



VILLAGE OF LAKE VILLA, ILLINOIS

- See it Live at www.lake-villa.org
- Website Management
- Responsive Design
- Mega Menus for Main Site Navigation
- Citizen Service Request Management

WEBSITE DESIGN



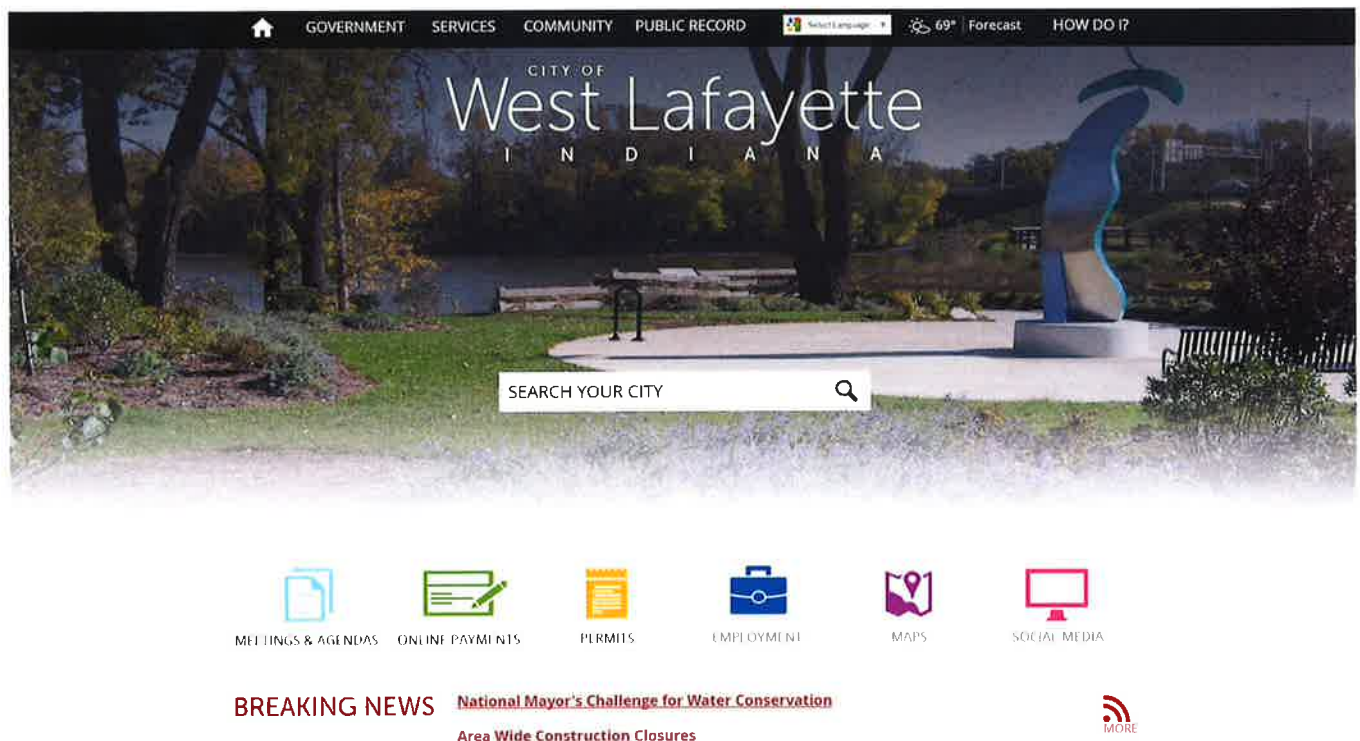
RESPONSIVE DESIGN



CITY OF WEST LAFAYETTE, INDIANA

- See it Live at www.westlafayette.in.gov
- Website Management
- Responsive Design
- Mega Menus for Site Navigation

WEBSITE DESIGN



CITY OF FRANKLIN, INDIANA

- See it Live at www.franklin-in.gov
- Website Management
- Responsive Design
- Seamlessly Integrated Bill Presentment and Payment
- Social Media Integration
- Citizen Service Request Management

WEBSITE DESIGN



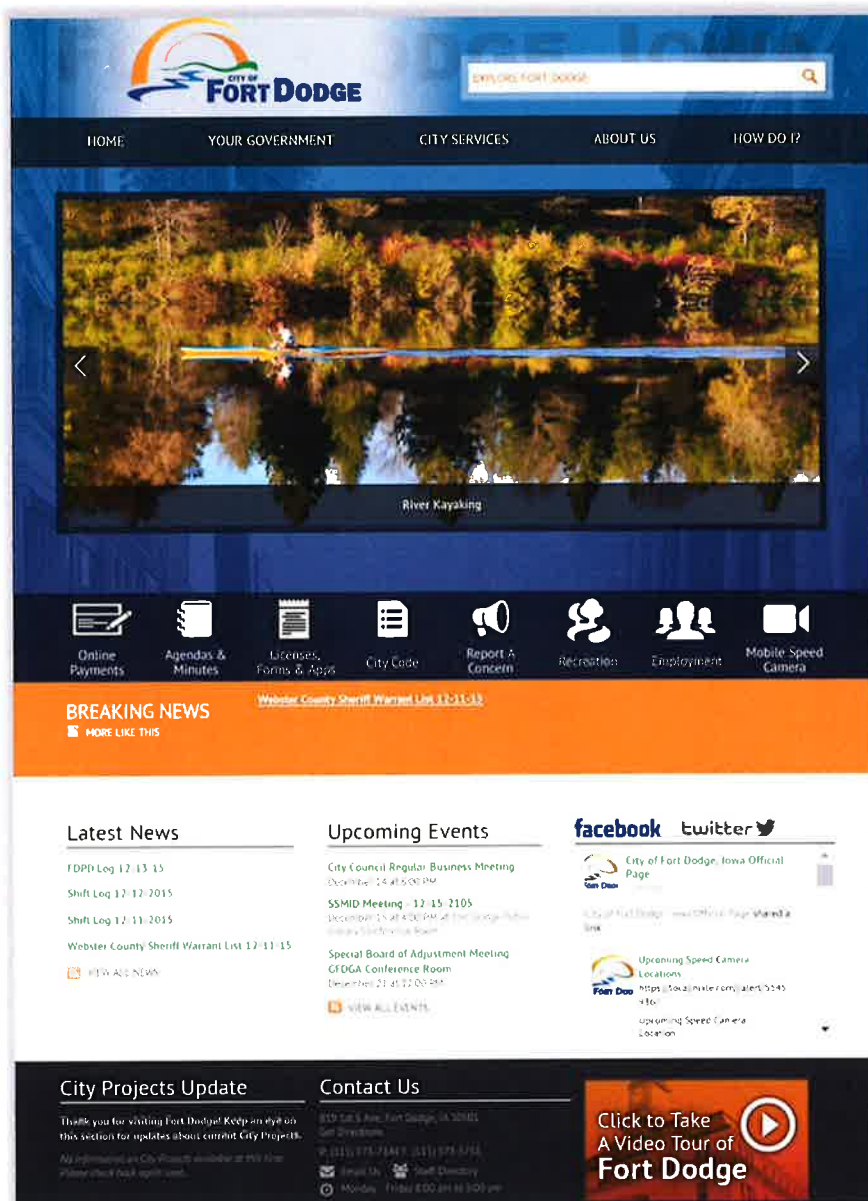
RESPONSIVE DESIGN



CITY OF FORT DODGE, IOWA

- See it Live at www.fortdodgeiowa.org
- Website Management
- Responsive Design
- eNotifications
- Social Media Integration
- Citizen Service Request Management

WEBSITE DESIGN



RESPONSIVE DESIGN



ADDITIONAL AREAS FOR REVIEW

Mega Menus

- <http://www.westlafayette.in.gov> – features Mega Menus for Site Navigation

Department Slide Shows

- <http://www.jasperindiana.gov> – select Government > Arts Commission or Fire for examples

Social Media Integration

- www.ci.washington.il.us – See Facebook/Twitter feeds on home page

WORK ITEMS FOR ANY FUTURE WEBSITE REDESIGN EFFORT

- **HTML Editor Issues Still Linger for the Township**
- **Limit Document Types for Administrators**
- **Restructure Approach for Permits to Leverage Topics vs. Document Types**
- **Integrate Social Media Feeds**
- **Feature Police Statistics w/ a Content Window**
- **Agenda Builder for Bookmarking Streaming Media**
 - Functionality is currently integrated to YouTube but other hosting providers may be supported as well – requires evaluation by eGov team



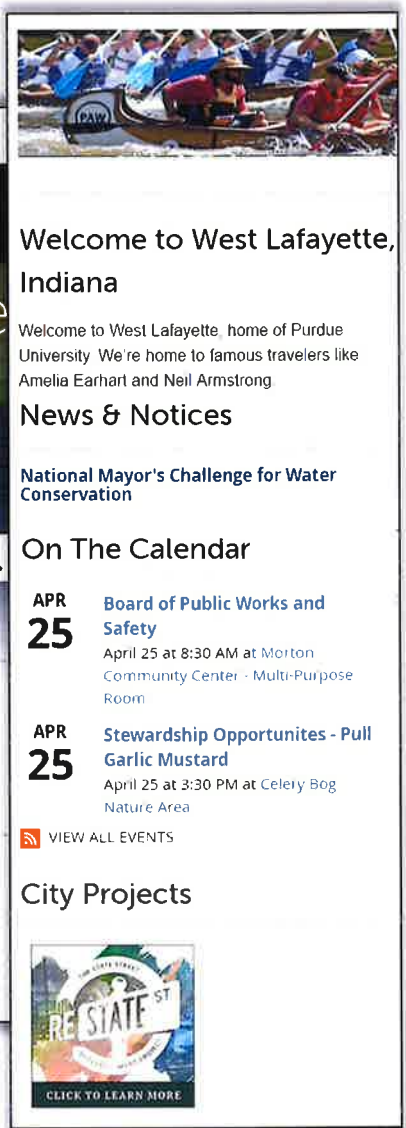
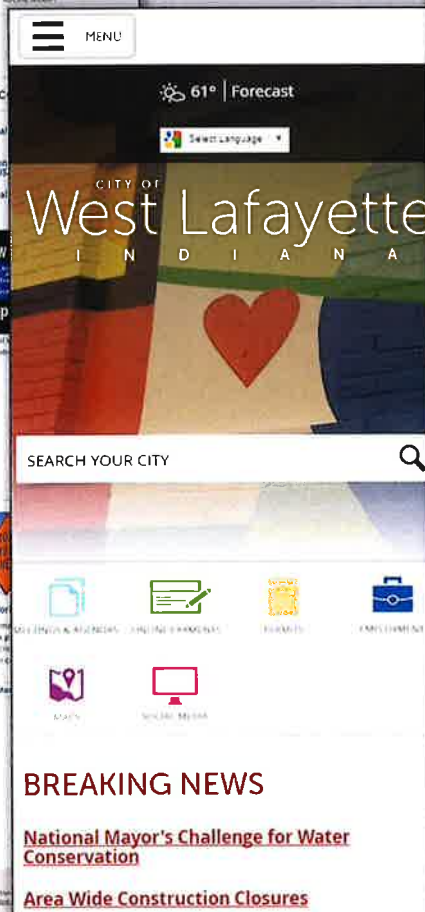
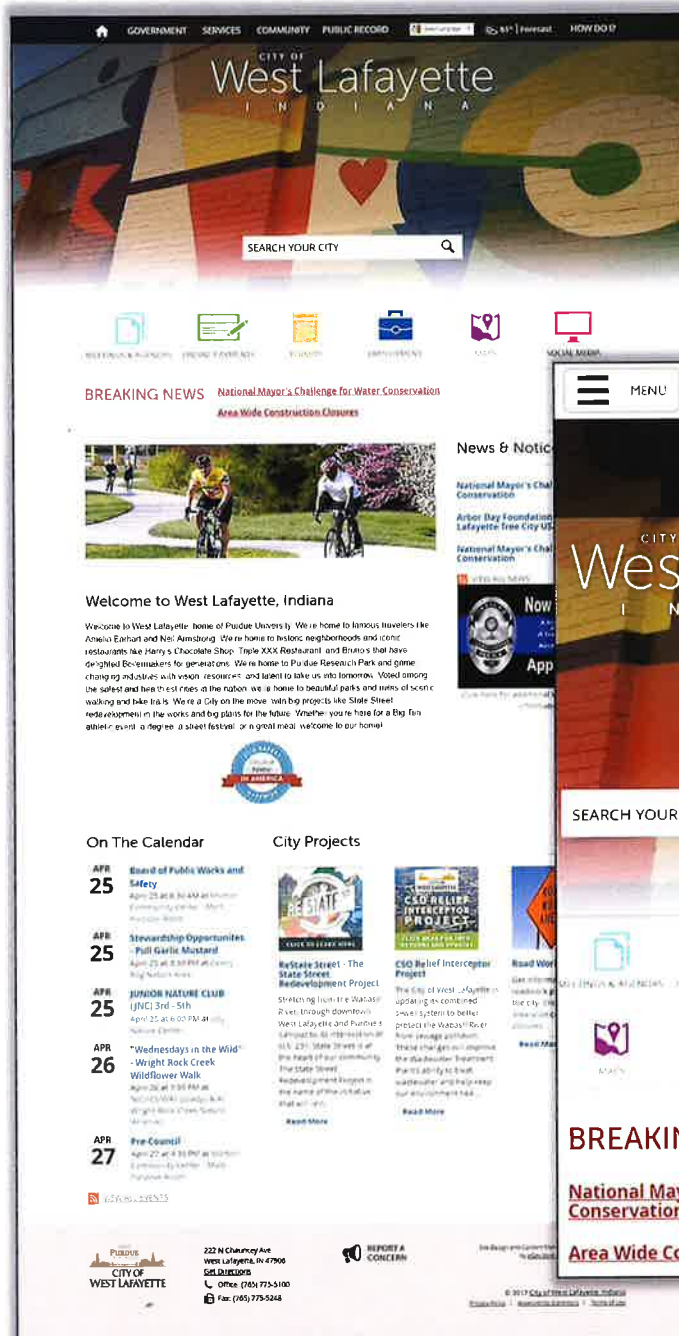
RESPONSIVE WEBSITE DESIGN

Standard with all new eGov website designs

Responsive design is a web design approach aimed at crafting sites to provide an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling.

The technology optimizes the web page viewing experience across a wide range of devices (from mobile phones to tablets to desktop computer monitors).

Through the redesign effort, your organization will now have responsive design templates that will reduce the cost of future redesign efforts.



MARKETING MICROSITE DESIGN

Optional design feature and new innovation from eGov

A Marketing Microsite Design enables a community to create a unique section for their website to promote economic development or to help guide visitors to the tourist resources of the community. Managed under the organization's existing website management infrastructure, the Microsite has its own custom site navigation and unique "marketing website style" templated design.

How It Works ...

The Microsite will feature templates for marketing-style topics and subtopics that enable the City to use high quality graphics in unique ways to better showcase the topic to be promoted.

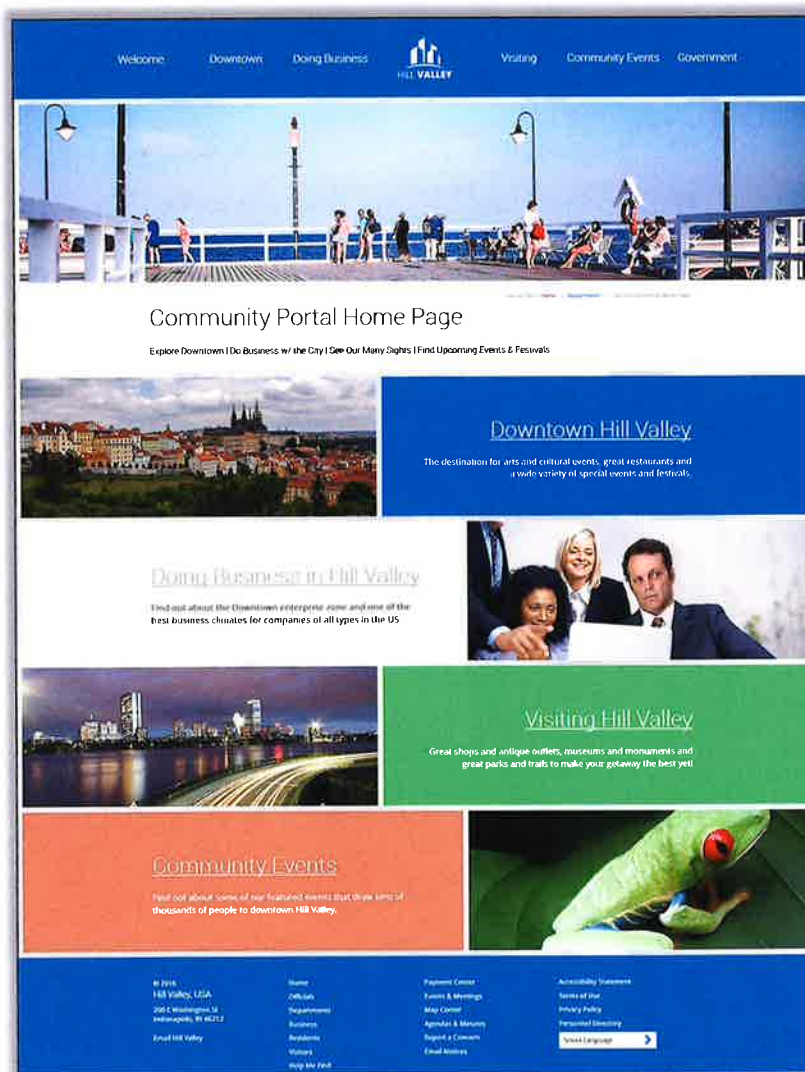
Content will continue to be managed within the eGov Manager using Topics and Subtopics but with the added ability to position graphics and maps either to the right, to the left or behind the content.

Users will continue to be able to utilize Front-End Edit capabilities to quickly make changes to text.

What It Does ...

Uses leading-edge website marketing design templates and your high resolution graphics to promote:

- Economic Development
- Community Resources
- Visitor Destinations
- Featured Parks Facilities



View a marketing subsite in action here:

<https://www.bettendorf.org/discover>

PROJECT ESTIMATES

Responsive Design

Item	Hours	Rate	Total
Planning & Design Consultation	12	125	\$1,500
Website Content Review	6	125	\$750
Website Configuration.....	6	125	\$750
Website Design Services.....	35	125	\$4,375
Training	3	125	\$375
TOTAL	66		\$7,750

PROJECT SCOPE NOTES:

- **Added Content Review & Design Notes:** As part of the redesign effort, eGov will work with the City to provide a Website Content Review at no cost.
- **No Impact on Annual Support & Maintenance:** Because this project is for design services and core template development, there will be no change in the annual support and maintenance.

Marketing Micro Site Design Add-On

Item	Hours	Rate	Total
Marketing Subsite Design	20	125	\$2,500
Secondary Navigation Builder	n/a	1	\$1,150
Discount (bundled w/ design)			(\$1,200)
TOTAL	x	x	\$2,450

PROJECT SCOPE NOTES

- **No Impact on Annual Support & Maintenance**
- **Need for New High Quality Image:** To prepare for the project, the City should pursue collecting high quality digital images of the City. Recently, eGov has begun suggesting that clients utilize public safety drones (or private sector firms that provide drone photography) to collect sharp imagery and video of key City landmarks and buildings.

Upon official kickoff of the project, eGov will provide a list of recommended photos.



WEBSITE REDESIGN: PROCESS OVERVIEW



ABOUT THIS DOCUMENT

This document provides an explanation of each of the steps in the redesign process.

STEPS IN PROCESS

KICKOFF

Meeting held between eGov Project Manager & Community Project Manager.

Deliverables:

- Link to MediaFire folder for documents & photo upload

DESIGN

This phase includes the following:

- Pre-Design meeting of Community staff;
- Design Session with Community Project Leader(s) & eGov Project Leader and Lead Designer;
- Creation of Design Roadmap by eGov;
- Signature approval of Design Roadmap by Community staff & upload of photos/logo/seal; and
- Design creation, review, and approval.

Deliverables:

- Design Process Overview
- Design Preparatory Materials;
- Design Roadmap; and
- Design of Homepage & Secondary Page of new website.

CHOP

This phase is behind the scenes work by eGov Strategies. Our programming team will convert the design image to a functioning website.



TRAINING

eGov will provide a 90 minute training session for all content editors.

Deliverables:

- User Guides, a Comprehensive Training Manual, and On-line Videos via the new v6 eGov Manager; and
- A 90-minute webinar.

SITE Launch

After the Community has reviewed the redesigned and converted site, and received training, the new website will be launched on a mutually agreeable date. More information on this part of the process will be provided when the time is closer, however, the following should be considered:

- Changes will need to be made to your DNS records to direct your domain name to the new website location.
- We generally launch sites during the evening, so there is minimal disruption to your web traffic. This results in the site being 'live' the following morning.
- We prefer to launch a site when our full staff is in the office, in case anything pops up. Therefore, we would launch the site on a Monday, Tuesday, or Wednesday evening that is agreeable to both you and our programming team.

Deliverables:

- Project Completion Form;
- DNS Guidance; and
- New Website.



MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Single Advisory Contract with Morgan Stanley Smith Barney, LLC for the Police Pension Plan.

MEETING DATE: June 26, 2017

ITEM NUMBER: # 10

MEETING/AGENDA:

ACTION: NONE

REASON FOR CONSIDERATION: Operational: XX Policy: Discussion: Information:

INITIATED BY: Ami Tarburton, Finance Director/Treasurer
Ann M. Shade, Director of Admin & HR

BOARD LIAISON: Jeffrey W. McDonnell
Pension Committee Liaison

BACKGROUND:

In 2006, the Township entered into an agreement with Citigroup Global Markets to manage the investment of and to maintain custody of all cash, securities and other investments of the Police Pension Fund. Citigroup subsequently merged with Morgan Stanley Wealth Management to form Morgan Stanley Smith Barney, LLC.

Morgan Stanley has advised us that they are changing the platform of our current services agreement from their former "Fiduciary Services Agreement" that was executed in 2007. The new agreement is titled "Single Advisory Contract".

Because of increased account values held with large investment managers such as the Township's Police Pension Fund, Morgan Stanley has been able to negotiate lower fees from these investment managers. The Single Advisory Contract will restructure the fee schedule to pass the savings on to the Police Pension Plan.

Otherwise the terms of the Single Advisory Contract do not represent a change in service of any kind being provided by Morgan Stanley.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None.

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize execution of the Single Advisory Contract with Morgan Stanley Smith Barney, LLC.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby authorize execution of the Single Advisory Contract with Morgan Stanley Smith Barney, LLC for the Police Pension Plan Funds.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard E. Miniscalco	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Single Advisory Contract

Montgomery Township

ACCOUNT NAME

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Instructions

1. Please sign and date this Single Advisory Contract where designated on Part I, page 3
2. Please return the original signed and dated Part I (pages 1-3)

This Agreement governs the terms of your existing and future investment advisory accounts and relationships with Morgan Stanley Smith Barney LLC ("Morgan Stanley," "us" or "we").

PART I. IMPORTANT INFORMATION AND SIGNATURE PAGE

To open and maintain your account(s), each client ("client" or "you") must acknowledge receipt of and agree to the terms and conditions of this Morgan Stanley Single Advisory Contract, including this Part I and the attached Parts II, III and IV (collectively, the "Agreement") and relevant disclosures that are contained in your new account opening materials. If you transmit an executed copy of the Agreement or other required documentation either by facsimile or via portable document format (PDF), you agree to be bound by such electronic versions.

Please note that the execution of this Agreement permits us to open your initial investment advisory account, as well as additional investment advisory accounts for you over time, and/or to change from one investment advisory program to another, based on your instruction to do so (which may be verbal). The execution of this Agreement does not establish an investment advisory account. You will also be required to complete and execute any other necessary account documentation. If you do not already have an investment advisory account at Morgan Stanley, we will open your initial investment advisory account for you within a reasonable amount of time after the execution of this Agreement, generally not to exceed ninety (90) days, upon completion and execution of any other required account documentation. Until we open an investment advisory account, your assets will be held in a brokerage account for which you will be solely responsible for making any investment decisions with respect to the assets. During such time, Morgan Stanley will not act as an investment advisor with respect to the assets in the brokerage account.

Our written confirmation of the opening of your investment advisory account(s) will identify the program(s) that you have chosen. If you believe that the information contained in the written confirmation is incorrect, please contact your Financial Advisor or Private Wealth Advisor (collectively, "Financial Advisor") immediately.

TRADE CONFIRMATIONS

Morgan Stanley provides you with written confirmation of each securities transaction. By signing this Agreement, to the extent permitted by law, you a) instruct Morgan Stanley to send you confirmations of transactions in fixed income securities bundled monthly, instead of individual trade confirmations following each such transaction and b) for all other securities, waive the receipt of trade confirmations after the completion of each trade in favor of alternative methods of communication, where available. You will not pay a different fee for this service and trade confirmations for certain securities transactions may still be delivered separately. This option is not available for AIA, CGA, TRAK Fund Solution, TRAK CGCM accounts, or for accounts in which you elect tax harvesting. The suppression and bundling of trade confirmations, as applicable, will generally be implemented in your account one day after its inception.

You are not required to agree to this provision and you may choose to receive from us, at no additional cost, trade confirmations for every transaction or for any period in which you elected not to receive individual trade confirmations. You can also revoke your authorization at any time by providing us with written notice in accordance with this Agreement. You may select any of these options by contacting your Financial Advisor.

VOLCKER RULE ATTESTATION (For Entity Clients Only)

Beginning on July 21, 2015, the law and related regulations known as the "Volcker Rule" will go into effect. As part of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Volcker Rule focuses on the relationships between financial institutions, like Morgan Stanley, and entities called "covered funds," which include private equity funds and hedge funds as well as other types of similar investment vehicles.

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RETURN TO MORGAN STANLEY

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By signing below on behalf of the entity client listed below, you are confirming that the entity is not a covered fund because:

- (i) The entity is not an issuer of securities;
- (ii) The entity does not hold itself out as an entity that raises funds from investors primarily for the purposes of investing in securities; and
- (iii) You affirm the entity is not
 - a. a hedge fund;
 - b. a private equity fund;
 - c. a venture capital fund;
 - d. a commodity pool that has a commodity pool operator registered with the Commodity Futures Trading Commission; or
 - e. a similar investment vehicle that would be considered a "covered fund" under the Volcker Rule law and regulations.¹

Please note that non-US entities with all non-US owners are exempt from the definition of a "covered fund."

If any of these statements is not accurate (or will no longer apply at any time in the future), please contact your Financial Advisor at your earliest convenience.

Your Consent to Electronic Delivery of ADV Brochures, Brochure Supplements, Privacy Notices and Other Documents

- A. Electronic delivery:** You authorize us to deliver any type of document relating to your existing and future investment advisory accounts and relationships with Morgan Stanley (including this Single Advisory Contract and Morgan Stanley's and each Manager's ADV Brochures, Brochure Supplements and Privacy Notices), instead of paper copies, by email to an email address you give us, or by referring you to a website. Your consent to electronic delivery in the previous sentence does not apply to delivery of documents such as account statements, trade confirmations and tax documents (such as 1099 forms). If you would like to have these documents delivered electronically, please visit www.morganstanleyclientserv.com or contact your Financial Advisor.
- B. Website address:** Morgan Stanley's and each Manager's ADV Brochures, Brochure Supplements and Privacy Notices and each Manager's profile for your accounts are available now at www.morganstanley.com/ADV. Please review these documents.
- C. Computer access:** You acknowledge that you have access to a computer that can access these documents (including PDF software, available free of charge at Adobe's website

www.adobe.com), and that you may incur costs accessing or printing the documents (e.g., online provider fees and printing costs). We are not liable for these costs or any computer problems (including viruses) you may incur in accessing the documents.

- D. How to get paper copies:** This consent remains in place until you give written notice to your Financial Advisor that you are revoking it. You may also, without revoking this consent, ask your Financial Advisor for a paper copy of any document that we deliver electronically under this consent.
- E. Other document deliveries:** Sometimes we may deliver paper copies of documents relating to your account. Also, some documents that we can deliver electronically are not covered by this consent and have separate procedures for enrollment and unenrollment in electronic delivery and for obtaining paper copies.

Transition from Brokerage to Advisory Program

In connection with your decision to transition your brokerage account to advisory or establish an advisory account, you acknowledge that you have considered each of the below relevant factors and confirm the following:

- **Informed Consent to Establish an Advisory Program**—You have determined that establishing or transitioning to an advisory program is a sensible and appropriate decision for you based on your review of information you received from Morgan Stanley, including information regarding its different advisory programs, your discussion(s) with your Financial Advisor, your separate and independent consideration of your prior and your anticipated future investment activity, as well as the differences between brokerage accounts and advisory programs.
- **Advisory Fees**—Unlike a brokerage account in which clients pay transaction based fees or a commission for each trade, in your advisory program you will pay a quarterly fee that is calculated based on a percentage of the value of the assets in your advisory program.
- **Potential Cost Differences Between Advisory Programs and Brokerage Accounts**—The annual advisory fees you will pay may be higher than the commissions you would pay on an annual basis for trades in a brokerage account, but also cover additional services you may not have received in a brokerage account. The extent of the difference in fees you will pay for your advisory program versus your brokerage account will depend on your investment activity. For example, if you do not trade in your advisory program, engage in a small number of trades or invest

¹ A "covered fund" includes an issuer that would be an "investment company" under the Investment Company Act of 1940 (the "1940 Act") but for section 3(c)(1) or 3(c)(7) of the 1940 Act.

in a long-term buy and hold strategy, then the advisory fees will likely be higher than the commissions you would pay for the same investment activity in a brokerage account.

- **Additional Services:** Each of Morgan Stanley's Advisory programs offer a variety of services you may not receive in your brokerage account. For a description of the additional services provided, please see the section of this Agreement applicable to the specific advisory program you have chosen to establish.
- **Trading Authority**—Unlike a brokerage account where your Financial Advisor is required to obtain your approval for each trade, you understand that in an advisory program you will grant discretionary trading authorization to either Morgan Stanley (which may act through your Financial Advisor) or to a third party asset manager, or to both, which means that Morgan Stanley and/or the third party asset manager will have authority to make trades in your account without your pre-approval. If however, you are participating in a client discretionary advisory program you will retain the authority to pre-approve each trade in your account.
- **Additional Differences between Brokerage and Advisory Services**—You should take the opportunity to review the document entitled, "Understanding Your Brokerage and Investment Advisory Relationships," <http://www.morganstanley.com/wealth-relationshipwithms/pdfs/understandingyourrelationship.pdf>, which summarizes the key differences between brokerage and advisory accounts and services.

Notification of Dissatisfaction—In the event you are dissatisfied with the level or quality of service provided to you for your advisory program, you will promptly notify your Financial Advisor and/or the branch manager of the branch office where you maintain your account.

Agreements and Signatures

By signing below, you agree to all the provisions of this Agreement, including this Part I and the attached Parts II, III and IV. You agree that if you decline to participate in any of Morgan Stanley's services today, but elect to do so in the future, you agree to be bound by the applicable terms in this Agreement and any other agreements relating to such service at that time.

Acknowledgments

- (1) Any handwritten or other changes made to the form of this Agreement (including by you or by any Morgan Stanley representative) before or at the time this Agreement is signed by you and Morgan Stanley do not apply. After this Agreement is signed, it may be changed only in accordance with its amendment provision.

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- (2) This Agreement contains a predispute arbitration clause (in Part III Section 6 on page 18), under which you agree to arbitrate any disputes with us, and your election on the delivery of trade confirmations and Electronic Delivery set out above. By signing below, you acknowledge receiving a copy of this Agreement, including this Part I and the attached Parts II, III and IV (including the predispute arbitration clause), and you agree to be bound by the terms of this Agreement.

CLIENT NAME

SIGNATURE

DATE

CLIENT NAME

SIGNATURE

DATE

CLIENT NAME

SIGNATURE

DATE

CLIENT NAME

SIGNATURE

DATE

CLIENT NAME

SIGNATURE

DATE

Capacity of Signatory(ies): Please Only Check The Box for the Primary Account

- ☐ Individual
 ☐ Custodian
 ☐ Guardian
☐ Trustee
 ☐ Partner
 ☒ Authorized Party
☐ Other

Accepted by Morgan Stanley Smith Barney LLC

By:

Date:

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PART II. OVERVIEW AND COMMON FEATURES

A. Introduction

This Agreement governs the terms of your existing and future investment advisory accounts and relationships with Morgan Stanley.

We offer several different investment advisory programs that have different features and support different types of investment strategies. Each of these programs is described in this Agreement. Each program also has a disclosure document on file with the U.S. Securities and Exchange Commission that is known as Form ADV Part 2 or the ADV Brochure. It is very important that you discuss the features of the advisory programs with your Morgan Stanley Financial Advisor to determine the best program for you, considering your investment objectives and your risk tolerance. It is also important that you read and understand the ADV Brochure for any advisory program in which you invest. Each ADV Brochure is available from your Financial Advisor or at www.morganstanley.com/ADV. If you have questions about any items in the ADV Brochure, you should ask your Financial Advisor for clarification. By signing this Agreement, you acknowledge that you have read the ADV Brochure(s) for the program or programs in which you have chosen to invest, that you have understood the contents of the ADV Brochure(s) that you have read and you agree to be bound by the disclosures and terms set forth in such ADV Brochures in connection with the operation of your account(s) with us.

B. Investment Advisory and Brokerage Relationships

Morgan Stanley is registered as both an investment advisor and a broker-dealer and offers both investment advisory and brokerage services. Either or both types of services may be appropriate for you. It is very important that you understand the differences between advisory and brokerage services, including the manner in which you pay us for these services.

When we provide brokerage services to you, we assist you with individual securities transactions and we are paid a commission on each transaction. In an advisory relationship, such as the relationship that is covered by this Agreement, we provide you with ongoing investment advice and other services related to your investment portfolio. We are paid an annual advisory fee for these services, as opposed to transaction-specific fees. This fee for applicable programs is known as a "wrap fee" and generally covers our investment advisory services, compensation of Financial Advisors, execution of transactions, custody of account assets and reporting.

When we act as your advisor, we are a fiduciary to you under applicable law.

In general, brokerage services are more appropriate for investors who wish to pay only for assistance with their individual transactions. Investment advisory programs may be best suited to investors who want to receive ongoing investment advice that is tailored to their investment objectives and risk tolerances, as opposed to an engagement on a transaction-by-transaction basis, and who are willing to pay an annual fee for this advice and associated services.

We publish a document entitled "Understanding Your Brokerage and Investment Advisory Relationships" that explains the respective features of brokerage and advisory relationships in detail. This document is delivered to you in conjunction with this Agreement, and we urge you to read it carefully and discuss any questions that you might have with your Financial Advisor.

C. How to Read This Agreement

This Agreement is divided into four main parts:

Part I—Important Information and Signature Page—This part includes important information about your investment advisory account(s) at Morgan Stanley, and the page where you sign the Agreement.

Part II—Overview and Common Features—This part includes general information that applies to your relationship with us regardless of which of our investment advisory programs you may choose. You should treat this as your "Reference Guide," as it details many of the operational features of our programs.

Part III—Advisory Programs—This part provides information on our various advisory programs and the manner in which each operates from an investment perspective.

Part IV—Additional Information—This part contains more detailed information about each of our advisory programs. Please pay careful attention to the descriptions of the types of investments that may be held in your account(s). Certain of our programs allow for investment in individual securities, while others limit investments to mutual funds, exchange-traded funds and exchange-traded trusts ("ETFs"), other collective investment vehicles such as certain alternative investments like hedge funds, private equity funds and fund of funds, and separate accounts managed by third party or affiliated investment managers. Our investment advisory programs have various guidelines and policies, and certain types of securities may be prohibited by some or all of our advisory programs. Please consult your Financial Advisor to discuss the types of securities that are available in the program that has been recommended to you.

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D. Changes to Investment Advisory Programs

Over time, various features of our business in general, or of specific investment advisory programs, may change. We will notify you of these changes in writing, usually in a document that we produce quarterly called "FYI." You should review these changes carefully, as they are formal amendments to this Agreement.

YOU MAY DECIDE TO CHANGE INVESTMENT ADVISORY PROGRAMS OVER THE COURSE OF OUR RELATIONSHIP WITH YOU. IF YOU DO THAT, WE WILL SEND YOU THE THEN-CURRENT VERSION OF THIS AGREEMENT.

1. Common Features for All Advisory Programs

Please note that the execution of this Agreement permits us to open your initial investment advisory account, as well as additional investment advisory accounts for you over time, and/or to change from one investment advisory program to another, based on your instruction to do so (which may be verbal). The execution of this Agreement does not establish an investment advisory account. You will also be required to complete and execute any other necessary account documentation. If you do not already have an investment advisory account with Morgan Stanley, we will open your initial investment advisory account for you within a reasonable amount of time after the execution of this Agreement, generally not to exceed ninety (90) days, upon completion and execution of any other required account documentation. Until we open an investment advisory account, your assets will be held in a brokerage account for which you will be solely responsible for making any investment decisions with respect to the assets. During such time, Morgan Stanley will not act as an investment advisor with respect to the assets in the brokerage account.

Our written confirmation of the opening of your investment advisory account(s) will identify the program(s) that you have chosen. If you believe that the information contained in the written confirmation is incorrect, please contact your Financial Advisor immediately.

If you have questions about the nature or purpose of this Agreement, please speak to your Financial Advisor or a Morgan Stanley branch manager before you sign it.

In order to open an advisory account, you may also be required to execute a brokerage account client agreement (a "Client Agreement"). All the terms of this Agreement and any Client Agreement (including the arbitration provisions contained therein and described below) will set forth our mutual obligations regarding our investment advisory programs.

As described with respect to each program, Morgan Stanley will recommend various investment options depending on your particular investment goals and objectives and risk tolerance ("Investor Profile"). Your overall investment portfolio, in Morgan Stanley programs and elsewhere, should be appropriately diversified. To the extent that you select an investment portfolio other than what Morgan Stanley has recommended to you, you understand and acknowledge that such portfolio may have different investment and risk characteristics than the typical asset allocation for your Investor Profile. You acknowledge that such differences are your responsibility and not that of Morgan Stanley. Your overall Investor Profile should be diversified as appropriate in view of your investment objectives, risk tolerance and liquidity needs. You understand that if you have not provided Morgan Stanley with accurate and sufficient information relating to these factors, or if you choose not to follow our investment advice, you may not achieve investment results consistent with your Investor Profile. We reserve the right to refuse to open an account for you if we do not, based solely on our judgment, receive the necessary information from you and we may, in our sole discretion and for any reason, refuse to open an account for any investor. By signing this Agreement, you acknowledge and agree that the recommendations that we have made to you are suitable for your particular situation.

Morgan Stanley will confirm any investment objectives that it accepts, in writing to you. Morgan Stanley will have no responsibility for implementing investment guidelines for you except for those identified to Morgan Stanley in writing and which Morgan Stanley expressly agrees in writing to implement. You may request reasonable restrictions on the management of your account. You may request that certain securities or categories of securities not be purchased for your account. Your request may be made verbally or in writing, but we may require this request to be in writing. Depending on the program, either Morgan Stanley or the Manager (as hereinafter defined) will determine in its sole discretion how to implement such restrictions. Such restrictions will not apply to the internal management of any mutual fund, closed-end fund or ETF included in your account. Different programs may address such restrictions differently and may not be able to accommodate the same restrictions. Please consult your Financial Advisor and see the applicable ADV Brochure for more detailed information on restrictions. Such restrictions may negatively impact the performance of your account. Third party managers in the Fiduciary Services, Investment Management Services, Consulting and Evaluation Services and certain managers in the Select UMA® Program retain discretion as to how to implement such restrictions. It will be your responsibility to notify Morgan Stanley promptly of any modifications to these investment objectives, investment guidelines or investment restrictions, and to give Morgan Stanley prompt notice

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if you deem any investments made for the account to be inconsistent with such investment objectives, investment guidelines or investment restrictions. You certify that you have provided us with all information and documentation necessary for us to understand your investment objectives, risk tolerance and any investment restrictions that may be required for your account.

Unless otherwise specifically disclosed to you in writing, such as in connection with the Bank Deposit Program, investments and services offered through Morgan Stanley are not insured by the FDIC; are not deposits or other obligations of, or guaranteed by, a bank; and involve investment risks, including the possible loss of the principal amount invested. If we offer any FDIC-insured services, we will disclose that fact to you.

You understand that all investment programs are exposed to the risks of the securities markets and that the investment performance of your account cannot be guaranteed. Morgan Stanley shall not be responsible for losses caused by conditions beyond our control, including, but not limited to, government restrictions, regulatory actions, controls, exchange market rulings, suspension of trading, acts of war, strikes, natural disasters, communications disruptions, credit losses, reduced liquidity, changing asset correlations, elevated market volatility or market losses.

Nothing in this Agreement shall serve as a waiver or limitation of any rights that you may have under any applicable law except to the extent lawfully modified in this Agreement. Nothing in this Agreement shall serve to limit the right of a party with respect to the rules of applicable self-regulatory organizations, including rules relating to arbitration.

You grant us authority to disclose any information that we receive from you to the extent that such disclosure is necessary for the fulfillment of our obligations hereunder in the normal course of business.

Notices under this Agreement should be directed in writing to your Financial Advisor. **You agree and acknowledge that any provision of this Agreement, including the fee that you have agreed to with your Financial Advisor, may be changed by Morgan Stanley upon notice to you.**

This Agreement (including Exhibit A hereto) and any Client Agreement constitute the entire agreement between the parties. If any provision of this Agreement is deemed to be unenforceable, the unenforceable provision will be severed and the remaining provisions shall remain in full force and effect. You represent and confirm that you have full power and authority to enter into this Agreement. If applicable, depending on the program that you choose, you certify that you are authorized to delegate investment management authority to Morgan Stanley or to any Manager (as hereinafter defined).

In the event of an inconsistency or discrepancy between this Agreement and any other agreement or document, the following rules shall be used to resolve the inconsistency or discrepancy: if the inconsistency or discrepancy relates to the services provided under this Agreement, then the terms of this Agreement shall govern; if the inconsistency or discrepancy relates specifically to an additional service or program, then the terms of the agreement or document for that program or service shall govern.

Certain advisory programs may offer investment products that are offered by or affiliated with Morgan Stanley. You understand that Morgan Stanley and its affiliates may receive compensation for services provided to such affiliated products and you hereby consent to the investment of your assets in such affiliated accounts. Please refer to the applicable ADV Brochure for a description of the conflicts of interest that may be associated with the offering of affiliated investment products. By signing this Agreement, you represent that you understand that Morgan Stanley has a variety of conflicts of interest in connection with providing advice to clients (which are disclosed in the applicable ADV Brochure, as amended from time to time) and you hereby consent to such conflicts.

Certain of our advisory programs offer discretionary portfolio management (including discretion to change asset allocation investment models, investment products, and third party or affiliated portfolio managers and sub-managers (such portfolio managers and sub-managers collectively, "Managers" where applicable)) or discretionary account rebalancing. This means that investment decisions in that regard will be made by us or a Manager, and not by you. By signing this Agreement, you are granting discretionary trading and investment authority to us and to Managers, as applicable.

You understand that (i) Managers' past performance is not necessarily indicative of future performance; (ii) neither Morgan Stanley nor any Manager make any warranty or representation concerning the present or future level of risk or volatility in the account; (iii) neither Morgan Stanley nor any Manager provide any assurances or guarantees regarding the investment performance of any account, or of any particular investment in an account; and (iv) Morgan Stanley shall not (a) review or make any independent determination as to the merits of any Manager's investment decisions, or (b) have any responsibility or liability for or warrant or otherwise guarantee the performance of any Manager.

Your heirs, executors, administrators, assigns or successors will also be bound by the terms of this Agreement, as will any successor organization or assignee of Morgan Stanley. Except for the statute of limitations applicable to claims, this Agreement is governed by the laws of New York State, without giving effect to principles of

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the conflict of laws. The statute of limitations for claims will be governed by the law of the state in which you reside.

Where applicable, you authorize us to convert any open-end mutual fund in an account to a share class of the same fund that is a load-waived or no-load share class such as an institutional share or financial intermediary share, or to a share class that is available only to investment advisory clients (collectively, an "Advisory Share Class"), to the extent available, and Morgan Stanley will make a reasonable effort to convert any open-end mutual fund in an account to an Advisory Share Class promptly. If the open-end mutual fund in the account is subject to a share class conversion to the Advisory Share Class, you acknowledge that applicable advisory account fees will be applied to the mutual fund assets once it is converted to the Advisory Share Class.

Upon termination of the account for any reason or the transfer of mutual fund shares out of the account into another account (including a Morgan Stanley brokerage account), you hereby authorize Morgan Stanley to convert any mutual fund shares in an Advisory Share Class to the corresponding mutual fund's non-investment advisory share class, or to redeem the Advisory Share Class shares. You acknowledge that the primary or appropriate non-investment advisory share class generally has higher operating expenses than the corresponding Advisory Share Class, which may negatively impact investment performance.

If fractional share positions of equity securities, closed-end funds and ETFs are created in any account, we may process a liquidation of those positions on a periodic basis and credit the proceeds to your account.

You hereby grant Morgan Stanley (and any applicable Manager(s)) complete and unlimited investment and trading discretion (as applicable in the program(s) in which you enroll) and appoint Morgan Stanley (and any applicable Manager(s)) as agent and attorney-in-fact. Morgan Stanley agrees to manage your securities and other assets, if any, held in the account, in such manner as Morgan Stanley may deem advisable, subject to the terms and conditions of this Agreement, the strategy of the applicable portfolio selected by you, the investment guidelines if accepted by Morgan Stanley in writing and reasonable client imposed restrictions, if any. Pursuant to such authorization, Morgan Stanley (and any applicable Manager(s)) may, in their sole discretion, purchase, sell (either long or short), exchange, convert, trade in, borrow against margin and/or write options on, securities of such type, in such amounts, at such prices, and in such manner, as Morgan Stanley (and any applicable Manager(s)) may deem advisable, to the extent permitted under applicable law and without prior notice to you. In this Agreement, the term "securities" shall include stocks (common and preferred), open-end and closed-end mutual funds, ETFs, bonds, debentures, notes, other evidences of

indebtedness, puts and calls, swaps, forwards and other contracts for future delivery of or spot purchase or sale of any security, foreign currency, commodity, subscription rights, repurchase agreements, partnership interests or any other instrument of any kind or portion of such instrument or any combination of instruments, whether represented by trust, master limited partnership, participating or other certificates or otherwise, and whether denominated in U.S. dollars, some other currency or a combination of these. Notwithstanding the foregoing, the TRAK CGCM Funds Program and TRAK Fund Solution Program limit the types of securities that you may invest in to certain mutual funds. The power of attorney that you grant to us or any applicable Manager(s) under this Agreement shall not be affected by your subsequent disability or incapacity. If, in the event of your death, Morgan Stanley, its agents, employees and Managers, if applicable, act in good faith pursuant to this trading authorization without actual knowledge of your death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on your successors in interest. In the event of your death, Morgan Stanley is authorized to liquidate any or all property in your account whenever in its discretion it considers it necessary to do so for its protection or for the protection of the assets in the account.

Morgan Stanley reserves the right to communicate client information (including client name, address, cash positions, and transaction details) to Managers or other external parties to the extent that this is necessary to allow such parties to meet regulatory requirements or to reconcile the client's account.

If for any reason, and in the sole discretion of Morgan Stanley, the Financial Advisor is unable to render the services contemplated hereunder, either temporarily or permanently, or terminates his or her employment with Morgan Stanley, we will continue to render such services and shall promptly assign another employee to act as Financial Advisor and exercise discretion, as applicable, on a temporary basis.

2. Changing Investment Options for Your Advisory Accounts

Some of our advisory programs also allow you to choose among a variety of asset allocation investment models, third party or affiliated Managers, investment products and/or other investment options. You may change the investment providers and/or investment options for your current and future advisory accounts by indicating your choice to your Financial Advisor. You hereby authorize us to accept your verbal authorization to close an account or to change (i) asset allocation investment models, third party or affiliated Managers or investment products; (ii) between discretionary and non-discretionary versions of an advisory program (and between discretionary versions) where applicable; (iii) rebalancing options, where applicable; (iv) investment styles within a program; (v) the

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amount of the fee charged on an account (or the methodology for the fee calculation); or (vi) the investment objectives or suitability profile information for an account. We may, but are not required to, confirm in writing your verbal directions to make these changes. You agree that Morgan Stanley may determine, in its sole discretion that the historical account performance of the old advisory program cannot be continued and Morgan Stanley may start account performance from the commencement of the new program.

3. Custody of Investments

Unless otherwise specifically disclosed to you in writing, such as in connection with "sweep" assets custodied at Sweep Banks, (if applicable) the Sweep Fund pursuant to the Bank Deposit Program or the Alternative Investments Advisory Program, Morgan Stanley will generally maintain custody of all cash, securities and other investments in your accounts, unless we agree to another type of custody arrangement with you. If an alternative custody arrangement is agreed to by Morgan Stanley, you are required to provide Morgan Stanley with, or provide Morgan Stanley access to, quarterly custodial statements. Certain of Morgan Stanley's advisory programs allow you to choose to maintain custody of your assets at a third party that is not related to Morgan Stanley. If you make that choice, Morgan Stanley will not be acting as your custodian and will have no responsibilities with respect to such custodial arrangements. If you elect to use a third party custodian, you acknowledge that, notwithstanding anything to the contrary in any agreement between you and such custodian, the authority of Morgan Stanley to instruct the custodian with respect to disbursing or transferring funds and securities in your account is limited to instructing the custodian in connection with the purchase and sale of securities in your account and, if applicable, the payment of the Morgan Stanley Fee (as defined below). Please see the applicable ADV Brochure for a detailed description of the operational features of such outside custodian relationships, including special provisions relating to account statements, conversion of mutual fund shares and sweep investments.

4. Retirement Plan Investors

If you are, or represent, a retirement Plan investor, special requirements and considerations may apply to your account. Please see Exhibit A to this Agreement.

PART III. ADVISORY PROGRAMS

1. Types of Advisory Programs

A. Consulting and Evaluation Services

The Consulting and Evaluation Services ("CES") Program offers the portfolio management services of affiliated and non-affiliated

Managers. You may select one or more Managers available in the program to manage your assets as a separately managed account ("SMA"). Morgan Stanley selects and approves Managers in the program based on a variety of factors, and then provides ongoing due diligence and monitoring of those Managers.

Based on information you provide, Morgan Stanley identifies Managers in the program that we believe are suitable for you and you then select a Manager. You may, in your discretion, choose to add or terminate any manager that is eligible for the CES Program. All of the terms of this Agreement apply to any new Managers that you choose. Morgan Stanley may, in its discretion, refuse to follow instructions from Managers that you have terminated.

As opposed to the Fiduciary Services Program (described below), you enter into separate agreements with Morgan Stanley and each Manager you select. You delegate investment discretion directly to each Manager, while Morgan Stanley provides custody, brokerage and administrative services. Morgan Stanley does not have discretionary authority over your account.

You may pay either an asset-based fee or commission-based fee (directed brokerage) in the CES Program. Please refer to the CES ADV Brochure for more details. You pay compensation separately to Morgan Stanley and to each Manager. Morgan Stanley does not pay the Manager any part of the fee or other compensation you pay to Morgan Stanley. You hereby instruct us to forward confirmation statements for your account to the Manager and/or provide electronic access to such statements to the Manager if requested by the Manager or if such delivery is required by law.

B. Consulting Group Advisor

The Consulting Group Advisor ("CGA") Program offers non-discretionary investment advisory services where you make the final investment decisions. In the CGA Program, Morgan Stanley acts as a non-discretionary investment advisor for the assets in your account. In CGA, you make all final investment decisions and you must instruct us to effect any transactions in your account. We will assist with the review and evaluation of your investment objectives as defined by you in your Investor Profile and will prepare an investment proposal (the "Proposal") containing asset allocation and other investment recommendations that are consistent with your investment objectives. We may also provide you with investment recommendations or change our investment recommendations to you after we have delivered the Proposal to you. This shall include an analysis of overall investment suitability, wherein Morgan Stanley may consider assets that are not held in your CGA account that you have designated for analysis.

Morgan Stanley will periodically provide you with investment advice, which may include recommendations regarding investing

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and reinvesting assets in a manner consistent with your investment objectives and pursuant to your consent. You also have the option of having your account rebalanced through a series of purchase, sale and redemption transactions to reflect the then-current asset allocation selected by you. These rebalancing transactions will only occur upon your verbal authorization of each transaction. You will receive a confirmation detailing each transaction.

Your Financial Advisor can advise you whether, as a non-retirement client, you can consent to principal trading in your account. Your Financial Advisor will provide you with a Letter of Authorization Consenting to Principal Trading in a CGA account, which will need to be signed by you and returned to your Financial Advisor. In addition to this letter, prior to execution of a principal transaction, Morgan Stanley will obtain your verbal consent to the transaction including all material terms thereof as required by law. This feature may expand the types of securities that can be purchased in a CGA account. Morgan Stanley may also benefit from the principal transaction by receiving a mark-up or mark-down, underwriting fee or selling concession, as well as other incentives, in addition to your advisory fee, to execute transactions directly from Morgan Stanley's inventory. This will result in us realizing dealer or other profits or losses on the trades, and, as a result, may present a conflict of interest. Notwithstanding this conflict of interest, we will, at all times, act in your best interest, including, but not limited to, obtaining best execution on all transactions. Prior to settlement of a principal transaction, in the event you revoke your consent or otherwise object to such transaction, you understand that Morgan Stanley may re-execute the transaction on an agency basis. If such transaction cannot be executed on an agency basis, Morgan Stanley will cancel the transaction at no additional cost to you. You may revoke your consent to principal trading at any time by contacting your Financial Advisor or branch manager verbally or in writing.

C. Fiduciary Services (CLOSED TO NEW INVESTORS)

The Fiduciary Services ("FS") Program is closed to new investors. However, the Single SMA Strategy version of Select UMA (described below in this Agreement) offers investors the opportunity to invest in a single SMA strategy with an affiliated or non-affiliated Manager.

The FS Program offers the portfolio management services of affiliated and non-affiliated Managers. You may select Managers available in the program to manage your assets as an SMA. Morgan Stanley selects and approves Managers for the program based on a variety of factors, and then provides ongoing due diligence and monitoring of those Managers. You hereby direct us to follow the instructions of those Managers. You have the sole authority and responsibility for selecting Managers in the FS Program. You agree to (and certify that you are

authorized to) delegate investment management authority to the Managers that you choose under this Agreement.

Based on information you provide, we identify Managers in the program that we believe are suitable for you and you then select a Manager. A Manager may terminate its services under the FS Program at any time. Once you select a Manager, Morgan Stanley retains the Manager on your behalf. Morgan Stanley does not have discretionary authority over your account. The Manager has the sole authority to manage the account and make all investment decisions, and to do so in light of, among other things, your investment objectives and requirements (including any restrictions). In the FS Program, we pay the Managers from the fee that you pay to us, which may present a conflict of interest as described in the FS ADV Brochure.

In addition to individual securities, a Manager may purchase certain mutual funds on your behalf. Please see the FS ADV Brochure for more information on mutual funds. Morgan Stanley is not responsible for any misstatements or inaccuracies made by a Manager in its ADV Brochure or other disclosure document.

D. Global Investment Solutions

The Global Investment Solutions ("GIS") Program is comprised of several different strategies managed by teams of internal portfolio managers that are employed directly by Morgan Stanley.

The GIS strategies are discretionary in nature, meaning that Morgan Stanley will determine what securities to purchase and sell for your account and will implement such investment decisions without your further consent. You hereby grant Morgan Stanley complete and unlimited investment discretion and trading authority and discretion and appoint Morgan Stanley as your attorney-in-fact to take all actions necessary for the ongoing management of your portfolio. Such grant of authority is continuing and shall remain in effect until your account is terminated. The various GIS strategies are described in detail in the GIS ADV Brochure. If you choose one or more of the GIS strategies, we will confirm to you in writing exactly which of these strategies you have chosen.

No new GIS accounts will be opened for retirement Plan clients. For existing GIS retirement Plan accounts, Morgan Stanley will waive that portion of your investment management fee that is applicable to the services of your GIS portfolio manager.

Select UMA (described below in this Agreement) offers investors the opportunity to invest with an affiliated or non-affiliated Manager (including a GIS Manager) in either a Single SMA Strategy or a Multi-Style version of Select UMA. Beginning November 9, 2015, all new accounts using GIS portfolio managers will be opened on the Select UMA platform.

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The GIS fixed income strategies are closed to new investors; however, certain clients may use this Agreement to open a GIS fixed income strategy account under particular circumstances where a pre-existing relationship exists, such as a transfer on death.

E. Investment Management Services

If you wish to use one or more Managers or investment strategies that Morgan Stanley does not offer in other SMA programs, Morgan Stanley may be able to accommodate you in the Investment Management Services ("IMS") Program. **In the IMS Program, the Manager is selected by you, and Morgan Stanley will not assist in any way with recommending the Manager. Morgan Stanley does not provide ongoing due diligence or monitoring of the Managers that you select in this program.**

You represent that you have entered into separate agreements with Morgan Stanley and each Manager you select and that you will enter into separate agreements with any Managers that you may engage to perform services hereunder in the future. You delegate investment discretion directly to each Manager, while Morgan Stanley provides custody, brokerage and administrative services. Morgan Stanley does not have discretionary authority over your account.

You may pay either an asset-based fee or commission-based fee (directed brokerage) in the IMS Program. Please refer to the IMS ADV Brochure for more details. You pay compensation separately to Morgan Stanley and to each Manager. Morgan Stanley does not pay the Manager any part of the fee or other compensation you pay to Morgan Stanley. You hereby instruct us to forward confirmation statements for your account to the Manager and/or provide electronic access to such statements to the Manager if requested by the Manager or if such delivery is required by law.

F. Portfolio Management

In the Portfolio Management ("PM") Program selected Financial Advisors manage clients' assets on a fully discretionary basis. Your Financial Advisor is primarily responsible for making and implementing investment management decisions for your PM account within the broad parameters established by the PM Program investment guidelines.

Depending on the investment strategy employed by your Financial Advisor, investments may include equity and debt securities and cash and cash equivalents. If approved, your Financial Advisor may employ certain options strategies, such as covered call writing and protective put buying. Investments may also include shares of eligible closed-end funds, open-end mutual funds and ETFs. Investing in mutual funds may be more expensive than other investment options in your account. Please see the PM ADV

Brochure for additional information regarding fees and expenses associated with investing in mutual funds.

We generally will not act as principal in executing trades for your account. When we receive trade orders for securities traded in the dealer markets, we normally will execute those orders as agent through a dealer unaffiliated with us. We will not receive commissions or other compensation in connection with such trades, although the account will bear the cost (including any commissions mark-up, mark-down, spreads, or other charges) imposed by the unaffiliated dealer, such as exchange fees or American Depositary Receipt fees. Notwithstanding the foregoing, in accordance with applicable law and regulation, we or one of our affiliates may occasionally execute principal trades for your account. In such cases, we or one of our affiliates may receive a mark-up, mark-down, or spread in the net price in connection with such transactions to the extent permitted by applicable law.

G. Select UMA*

The Select UMA* Program is a unified managed account program in which Morgan Stanley acts as investment advisor, assisting you in reviewing investment objectives and selecting a portfolio ("Portfolio") to be implemented by Morgan Stanley's Private Portfolio Group ("PPG"), acting as an overlay manager. For purposes of this Agreement, services performed by PPG will be referred to as being performed by Morgan Stanley. Morgan Stanley receives an overlay management fee for this service, which is in addition to your advisory fee and will be specified in your account documentation. References to Morgan Stanley in this section may include PPG or other Morgan Stanley business areas that perform services for your account.

You may choose either a "Single SMA Strategy" or a "Multi-Style" Select UMA account. A Single SMA Strategy Select UMA account utilizes only one investment product and that investment product shall be a SMA; while a Multi-Style Select UMA account utilizes multiple investment products.

Your account may comprise some or all of the following investment products, which may or may not be affiliated with Morgan Stanley: (i) mutual funds, (ii) ETFs, and (iii) SMAs managed by a third party or an affiliated Manager. Such accounts may be invested directly by such Manager or by Morgan Stanley based on a model portfolio provided by the Manager.

Morgan Stanley selects and approves each available investment product based on a variety of factors, and then provides ongoing due diligence and monitoring of those investment products. Investment products for which Morgan Stanley, Consulting Group Advisory Services LLC (a Morgan Stanley affiliate) or any employee,

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division, subsidiary or successor of either (i) is the Manager, (ii) is the sponsor, or (iii) provides investment management or other services, shall be referred to in this Agreement as "MSSB Investment Products." MSSB Investment Products will also include investment products managed or sub-managed by Morgan Stanley Investment Management Inc. (which is affiliated with Morgan Stanley), where Morgan Stanley has notified the client that Morgan Stanley will not evaluate, or perform due diligence on, the investment product. Notwithstanding anything to the contrary provided in this Agreement, neither Morgan Stanley, an affiliate, nor any third party retained by Morgan Stanley or an affiliate will evaluate, or perform due diligence on, any MSSB Investment Products.

In order to construct the Portfolio in a Multi-Style Select UMA account, Morgan Stanley and you will first select an asset allocation investment model from among investment models predefined by Morgan Stanley (or, if you select the "custom" version of the model, by you or by your Financial Advisor). If the model is predefined by Morgan Stanley, Morgan Stanley is responsible for setting the asset allocation of the model and adjusting the asset allocation from time to time as Morgan Stanley deems appropriate. This may include adding asset classes to any model at any time Morgan Stanley determines it is appropriate to do so with an appropriate investment product. Morgan Stanley may, in its sole discretion, change the classification of any security or class of securities as it deems appropriate.

Single SMA Strategy Select UMA accounts shall not use asset allocation investment models, but shall instead invest in only one investment product, and that investment product shall be a SMA. For Single SMA Strategy Select UMA accounts, Morgan Stanley will assist the client in selecting a suitable SMA investment product.

Unless you have selected the "Financial Advisor Discretion" or "Firm Discretion" option, you authorize Morgan Stanley, at Morgan Stanley's option, to handle a change in the asset class that a Manager or investment product is included (an "Asset Class Change") in one of the following two ways:

- i. Morgan Stanley may notify you, in advance, of the Asset Class Change. Such notification may include an appropriate Manager or investment product (the "Change Default Product") that is in the asset class that you have selected. If you do not select a different Manager or Investment Product (or change to a different model) prior to a date specified by Morgan Stanley in the notice of Asset Class Change, Morgan Stanley will change the Manager or Investment Product to the Change Default Product.
- ii. Alternatively, Morgan Stanley may (without notifying you) leave you in the investment product that is subject to the Asset

Class Change, and Morgan Stanley will change your asset allocation investment model to reflect the Asset Class Change.

In the event of either (i) or (ii) above, Morgan Stanley will provide you with a confirmation of the new investment product or asset allocation investment model, as applicable.

Each of these models represents a different asset allocation appropriate for a different investment objective/risk tolerance. You may select from the "tactical," "strategic" or "custom" version of the model and you must advise your Financial Advisor of your choice. Generally speaking, it is anticipated that Morgan Stanley will change the asset allocation of the tactical version more frequently than that of the strategic version. If you select the "custom" version, you will define the model by setting the asset allocation for the model and adjusting the asset allocation from time to time as you deem appropriate. Once you have selected the model, you and Morgan Stanley will construct the Portfolio by populating each asset class comprising the model with investment products. If an investment product utilized in your account is terminated for any reason, Morgan Stanley will notify you and ask you to select a new available investment product. If you do not do so within the time frame prescribed in our notice and if the notice identifies a proposed replacement investment product, that replacement investment product will be utilized for your account.

You authorize each Manager, as investment advisor to you, to exercise discretion to select securities for your account by (i) delivering a model portfolio to Morgan Stanley, which Morgan Stanley will implement (subject to any reasonable restrictions accepted by Morgan Stanley); or (ii) (in the case of a Manager that executes such transitions itself instead of delivering instructions to Morgan Stanley) implementing its investment decisions directly. You acknowledge and agree that any Manager may delegate any or all of its functions to an affiliated or unaffiliated firm that meets Morgan Stanley's due diligence standards, provided that Manager shall remain liable for the performance of all its obligations in its agreement with Morgan Stanley.

Morgan Stanley offers a Financial Advisor Discretion ("FA Discretion") version of the Select UMA Program. In the FA Discretion version, Morgan Stanley will exercise discretion (a) to select and change your Managers or investment products (b) (if you have the custom version of the model) to define and adjust the model as described above; (c) (if you do not have the custom version of the model) to select a strategic or tactical asset allocation investment model (predefined by Morgan Stanley) for your Select UMA account and change from one strategic or tactical model to another; and (d) to select between the strategic, tactical, custom and Single SMA Strategy versions of Select UMA and to change

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from one version to another. As described above, by signing this Agreement you delegate discretionary authority to Morgan Stanley and the Financial Advisor to select investment products and set or adjust your asset allocation for your Select UMA account(s).

Morgan Stanley also offers a Firm Discretion version of the Select UMA Program. In the Firm Discretion version, by signing this Agreement you delegate discretionary authority to Morgan Stanley or an affiliate to select (and change) Managers and/or investment products for you. These services will be performed by a professional investment management team employed by Morgan Stanley or an affiliate. We will restrict selection of investment products to the type of investment product designated by you, and only those investments will be utilized to populate the asset classes comprising the model. Morgan Stanley shall exercise this discretion at any time that Morgan Stanley determines that it is appropriate to do so, in light of your investment objectives for the account as stated in your Investor Profile, or as otherwise communicated to Morgan Stanley by you. If you select Firm Discretion, you may not select a "custom" version of the model or FA Discretion, and your account does not qualify for tax management services (as described below and in greater detail in the Select UMA ADV Brochure, unless you have selected an Investing with Impact Firm Discretion option, as described below).

In Firm Discretion Select UMA, in addition to the other asset allocation investment models pre-defined (and adjusted from time to time) by Morgan Stanley, Morgan Stanley may offer one or more Firm Discretion "Specialty Models," such as an all equity model. Morgan Stanley will pre-define the Specialty Model(s), and adjust their asset allocation from time to time as Morgan Stanley deems appropriate. Both strategic and tactical asset allocation versions may be available for some Specialty Models, while only strategic or only tactical versions will be available for other Specialty Models. Your Select UMA account will include a Sweep Investment, even if you have selected a Specialty Model. You may select a Specialty Model (if Morgan Stanley determines that the Specialty Model that you select is suitable for you), by notifying your Financial Advisor which Specialty Model you select.

Morgan Stanley makes available a Firm Discretion "CGCM Target Date Model." If you are a retirement Plan (as defined in Exhibit A at the end of this Agreement), by notifying your Financial Advisor, you may select the CGCM Target Date Model and you may also select from several Firm Discretion portfolios that Morgan Stanley will select (and change from time to time) based on various targeted retirement dates. If you make this selection, Morgan Stanley will restrict selection of investment products to Consulting Group Capital Markets Funds mutual funds (which are affiliated with Morgan Stanley), except that the Sweep Investment (as hereinafter

defined) will not be a Consulting Group Capital Markets Funds mutual fund. If you have selected a CGCM Target Date Model, you will only be permitted to select Strategic Asset Allocation (you will not be permitted to select Tactical Asset Allocation or a Custom Asset Allocation Model). The asset allocation investment models pre-defined by Morgan Stanley for clients who make this selection will be different from the models pre-defined by Morgan Stanley for other Select UMA clients, and will change as the time to the selected Target Date decreases. This is because Morgan Stanley selects CGCM Target Date Models that are appropriate for various targeted retirement dates. Morgan Stanley may prohibit accounts that have selected a Target Date Model from changing to a Model that is not a Target Date Model, without adjusting the Fee. Please see Part III.3 below, for more information about the Fee.

"Investing with Impact Investment Products" are investment products that seek to limit their underlying investments to investments in socially responsible firms or enterprises ("Impact Investments"). The Manager of any SMA or any mutual fund or ETF in the account (not you, Morgan Stanley or any affiliate) will determine in its sole judgment whether any underlying investments are Impact Investments. Morgan Stanley will determine in its reasonable judgment whether an investment product is an Investing with Impact Investment Product. The performance of Investing with Impact Investment Products will differ from that of non-Investing with Impact Investment Products. If you have selected an Investing with Impact Firm Discretion option, you will only be permitted to select Strategic Asset Allocation (you will not be permitted to select Tactical Asset Allocation or a Custom Asset Allocation Model). The asset allocation investment models pre-defined by Morgan Stanley for clients who make this selection will be different from the models pre-defined by Morgan Stanley for other Select UMA clients. This is because there are no Investing with Impact Investment Products for some asset classes. If you make this selection, (a) Morgan Stanley will restrict its selection of investment products to Investing with Impact Investment Products (in the event that such a product is removed from the portfolio and no replacement product that qualifies as an Investing with Impact Investment Product is available, Morgan Stanley reserves the right to utilize a non-Investing with Impact Investment Product as a replacement); (b) Morgan Stanley may select any type of Investing with Impact Investment Product (mutual fund, ETF or SMA); and (c) the Sweep Investment (as hereinafter defined) will not necessarily be an Impact Investment.

You also grant us, or a Manager selected by you or us, the authority to invest and reinvest all of the assets in the account in securities of any kind. You also agree that in certain strategies, Managers may be granted responsibility by Morgan Stanley to implement some or all

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investment decisions directly by placing orders for the execution of transactions. Notwithstanding the provisions of this paragraph, you understand that decisions to purchase or sell securities (other than mutual fund or ETF investment products) shall generally be made by Managers, and not by you, Morgan Stanley or any affiliate.

You also may elect tax management services for your Select UMA account. Tax management services may conflict with investment decisions of applicable Managers and/or Morgan Stanley rebalancing decisions. In the event of such conflict, the tax management services selected by you will prevail over any contrary Morgan Stanley and/or Manager's investment advice. Tax management services involve an increased risk of loss because they may result in the account not receiving the benefit (e.g., realized profit, avoided loss) of securities transactions and/or rebalancings that would otherwise take place in accordance with investment decisions of Morgan Stanley or a Manager. Any tax-related benefits that result from tax management services may be negated or outweighed by investment losses and/or missed gains (realized and unrealized) that also may result. You may select tax management services (if your account qualifies for tax management) by verbally notifying your Financial Advisor. If you elect tax management services, you agree to the Tax Management Terms and Conditions attached to the Select UMA ADV Brochure as Exhibit A. You may obtain the ADV Brochure from your Financial Advisor or at www.morganstanley.com/ADV. If you elect tax management services for your Select UMA account, you will need to tell your Financial Advisor that you desire tax management services, and what Maximum Tax or Realized Capital Gain Instructions you desire for your account (or that you do not desire any Maximum Tax or Realized Capital Gain Instruction). Any tax management Instructions that you choose will be confirmed to you in writing. **If you do not agree with the tax management instructions that are confirmed to you, you must inform your Financial Advisor immediately.**

H. TRAK Consulting Group Capital Markets Funds

The TRAK Consulting Group Capital Markets ("TRAK CGCM") Funds Program is a mutual fund asset allocation program in which Morgan Stanley, acting as an investment advisor, assists you in reviewing your investment objectives and recommends an appropriate allocation of assets for your account among a series of mutual fund portfolios. If you choose an asset allocation that differs from our advice, this deviation may impact the performance of your account. In such a case, our advisory fee will be applied to those CGCM Funds that are part of the asset allocation that you choose.

The mutual fund portfolios are part of Consulting Group Capital Markets Funds (the "Trust"). You understand that Morgan Stanley and its affiliates are compensated for serving as investment advisors to, and

providing other services to, the Trust and the mutual fund portfolios in various capacities, as set forth in the prospectus for the Trust.

I. TRAK Fund Solution (CLOSED TO NEW INVESTORS)

The TRAK Fund Solution Program is a mutual fund asset allocation program in which Morgan Stanley, acting as investment advisor, assists you in reviewing your investment objectives and recommends an appropriate allocation of assets for your account among a series of mutual fund portfolios that cover a spectrum of investments. These mutual funds include funds that are not managed by Morgan Stanley, as well as funds that are managed by our affiliate, Morgan Stanley Investment Management Inc. All funds included in the program are approved through a structured due diligence process performed by Morgan Stanley. The TRAK Fund Solution Program is closed to new investors; however, certain clients may use this Agreement to open a TRAK Fund Solution account under particular circumstances where a pre-existing relationship exists, such as a transfer on death.

J. Alternative Investments Advisory

The Alternative Investments Advisory ("AIA") Program offers limited non-discretionary investment advisory services where you make the final investment decisions. In the AIA Program, Morgan Stanley acts as a non-discretionary investment advisor for the assets in your account. In AIA, you make all final investment decisions and you must instruct us to effect any transactions in your account. After receiving appropriate information from and about you, Morgan Stanley will make recommendations on allocations to one or more pooled investment vehicles approved by Morgan Stanley (each, an "Alternative Investment") and available for investment through the Alternative Investments Advisory ("AIA") Program. Alternative Investments include, but are not limited to, (1) single manager pooled investment vehicles, (2) pooled investment vehicles that allocate money to other pooled investment vehicles and/or investment managers/commodity trading advisors who in turn invest in alternative assets ("Fund of Funds"); and (3) investments in feeder pooled investment vehicles sponsored by Morgan Stanley that invest in pooled investment vehicles managed by affiliated or unaffiliated investment advisors available through the HedgePremier program ("HedgePremier"). We do not provide you asset allocation advice in the AIA Program.

Morgan Stanley, directly or through an affiliated or unaffiliated service provider selected and approved by Morgan Stanley, will provide ongoing due diligence and monitoring services with respect to Alternative Investments that are available in the AIA Program. As part of this process, Morgan Stanley will periodically monitor the Alternative Investments in the AIA Program for purposes of determining whether they should remain on the list of approved

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pooled investment vehicles in which qualified clients may invest on an advisory basis (the "Alternatives Approved List").

You are solely responsible for the decision to invest in any Alternative Investment. If you decide to invest in an Alternative Investment, you will execute all documents relating to investing in the Alternative Investment (including a subscription agreement and representation letter). In addition, you agree to permit Morgan Stanley to receive information related to your investment from the manager of the Alternative Investment or any of its affiliates, agents or administrators. With respect to investments made through HedgePremier, you will also execute a separate HedgePremier subscription agreement and power of attorney. The Managers, through their management of the Alternative Investments, will then provide investment management services with respect to your assets allocated to them.

Choosing Your Advisory Program

You can choose one or more of the advisory programs described above by verbally instructing your Financial Advisor as to your choice. We will confirm your instruction, as well as the level of fees that you have agreed upon, to you in writing, and we will send you a copy of this Agreement for your records. **If you do not believe that our confirmation of your choice of advisory program is accurate, please contact your Financial Advisor immediately.**

2. Other Services Provided in the Advisory Programs; Sweep Investments

Our services that we provide in each of the advisory programs also include some or all of the following: custody of securities held in your account; periodic investment monitors; and cost of trade execution for assets covered by this Agreement, except if your Manager, Morgan Stanley, or your Financial Advisor, as applicable for the advisory program you have selected, directs trades to firms other than Morgan Stanley for execution. Please note that CES and IMS offer you the ability to pay commissions in lieu of an advisory fee. If you elect to pay commissions in lieu of an advisory fee, you would be charged commissions for trades executed through Morgan Stanley as well as other firms.

All uninvested cash and allocations to cash in your account will automatically "sweep" into interest-bearing bank deposit accounts ("Deposit Accounts") established under a bank deposit program (the "Bank Deposit Program") and/or money market mutual funds including but not limited to those managed by Morgan Stanley Investment Management Inc., or another one of our affiliates (each, a "Money Market Fund" and, together with Deposit Accounts, "Sweep Investments"). Depending on the advisory program, allocations to cash

that are part of an overall asset allocation may be limited to investments in either Deposit Accounts or an alternative Money Market Fund (if available). Uninvested cash and allocations to cash including assets invested in Sweep Investments are included in the Fee (as hereinafter defined) calculation.

The Bank Deposit Program is the default Sweep Investment for all accounts, unless you affirmatively elect an alternative, if available, or are otherwise ineligible to participate in the Bank Deposit Program (e.g., certain clients residing outside the United States).

Through the Bank Deposit Program, Deposit Accounts are established for you at one or more of the following banks (individually and collectively, the "Sweep Banks"): (i) Morgan Stanley Bank, N.A. and/or (ii) Morgan Stanley Private Bank, National Association. The Sweep Banks are affiliated with Morgan Stanley.

If the Bank Deposit Program is your Sweep Investment, you authorize us, as your agent, to establish the Deposit Accounts for you, and to make deposits into, withdrawals from and transfers among the Deposit Accounts.

Funds will be deposited into your Deposit Accounts at the Sweep Banks up to a total deposit amount of \$2,000,000 across both Sweep Banks (the "Deposit Maximum"). Once the deposited funds reach the Deposit Maximum, any additional free credit balances will be swept, without limit, into an applicable money market fund for eligible accounts (the "Sweep Fund"). If your account is eligible, the Sweep Fund available for your Account is the Morgan Stanley Institutional Liquidity Funds Government Securities Portfolio (symbol MGPXX). A prospectus that sets forth the investment risks and other important information about the Sweep Fund will be mailed to you upon the first deposit into the Sweep Fund. The Deposit Maximum and the Sweep Fund are subject to change with prior notice to you from Morgan Stanley.

Terms of the Bank Deposit Program are further described in the Bank Deposit Program Disclosure Statement that will be provided to you upon your first investment in the Bank Deposit Program. You understand that we may amend the list of Sweep Banks at any time with 30 days written notice to you.

You acknowledge (i) that you (and not Morgan Stanley or its affiliates) are responsible for monitoring the total amount of deposits that you have at each Sweep Bank in order to determine the extent of available FDIC insurance coverage available to you; and (ii) that Morgan Stanley is not responsible for any insured or uninsured portion of your deposits at any of the Sweep Banks.

Unless otherwise specifically disclosed to you in writing, such as in connection with the Bank Deposit Program noted above,

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investments and services offered through Morgan Stanley are not insured by the FDIC; are not deposits or other obligations of, or guaranteed by, the Sweep Banks; and involve investment risks, including possible loss of the principal invested.

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although a money market fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

An investor should consider the investment objectives, risks, and charges and expenses of a money market fund(s) carefully before investing. A prospectus which contains this and other important information about any applicable money market fund may be obtained from your Financial Advisor or from Morgan Stanley Investment Management at <http://www.morganstanley.com/im/en-us/individual-investor.html>. Please read the prospectus carefully before investing or sending money.

Alternatively, if a Money Market Fund is your Sweep Investment, you authorize us, as your agent, to make investments in, and redemptions from, the Money Market Fund.

You may obtain information with respect to the current yields and interest rates on Sweep Investments, as well as any applicable Bank Deposit Program Disclosure Statement, by contacting your Financial Advisor or through Morgan Stanley's website at http://www.morganstanley.com/wealth-investmentstrategies/pdf/BDP_disclosure.pdf and <http://www.morganstanley.com/wealth-investmentstrategies/ratemonitor.html>. You acknowledge that Morgan Stanley may with thirty (30) days written notice (i) make changes to these sweep terms; (ii) make changes to the terms and conditions of any available sweep investment; (iii) change, add or delete the products available as a sweep option; (iv) transfer your sweep investment from one sweep product to another.

3. Fees

You will verbally agree with Morgan Stanley on the amount of the fee that you pay for the services set forth herein. Morgan Stanley will provide you with a written confirmation reflecting the fee that you have agreed to pay Morgan Stanley, and where applicable for your advisory program, Managers and other third party or affiliated service providers for the services they will provide pursuant to the advisory program that you have selected (the "Fee"). Fee schedules and additional information on Fees, as applicable, are shown in the ADV Brochure that will be provided to you for the advisory program that you select. You pay a single asset-based fee, charged quarterly, that covers the services provided by Morgan Stanley and

your Manager. Please see the appropriate ADV Brochure for more specific information regarding the Fee for the program recommended to you. There is a minimum annual fee (calculated quarterly) for Morgan Stanley's services hereunder for each advisory account. This minimum is the lesser of 2% or \$250 per year. This minimum will not apply to any account that (when added to any other accounts with which it is related for billing purposes) has a total of \$500,000 or more in assets as of the end of the previous billing quarter. Morgan Stanley may exempt certain accounts, or types of account, from this minimum annual fee. Please see the applicable ADV Brochure for information regarding the Fee, including costs that are not included in the Fee that may impact your account.

The Fee covers our investment advisory services, the execution of transactions through our affiliates, custody of account assets with us or our affiliates, and reporting. Our investment advisory fee does not cover (1) the cost of investment manager fees and other expenses charged by mutual funds, (2) "mark-ups," "mark-downs," and "dealer spreads" that we or other broker-dealers may receive when acting as principal in certain transactions, (3) brokerage commissions or other charges resulting from transactions not effected through us or our affiliates, (4) certain costs or charges imposed by third parties, including odd-lot differentials, transfer taxes, exchange fees, and other fees or taxes required by law, (5) any account establishment and account maintenance fees for retirement Plans which are set forth in plan account and fee documentation, (6) any account closing / transfer costs, or (7) any pass-through or other fees associated with investments in American Depositary Receipts (ADRs).

For most advisory programs, the initial Fee shall be due in full on the date the account is inception at Morgan Stanley (the "opening date") and shall be based on the market value of assets in the account on or about that date. Inception occurs when Morgan Stanley approves the account for trading and has received sufficient funds (or securities) from the client. The initial Fee payment will generally cover the period from the opening date through the last business day of the next full billing quarter and shall be prorated accordingly. Thereafter, the Fee shall be paid quarterly in advance based on the account's market value on the last business day of the previous billing quarter and shall become due within ten (10) business days. You authorize Morgan Stanley to deduct any and all Fees when due from the assets contained in the account, or from another client account at Morgan Stanley that you designate in a verbal or written notice to your Financial Advisor for deduction of Fees.

In advisory programs that permit investments in mutual funds, a Platform Fee (the "Platform Fee") will apply in addition to the Fee. The Platform Fee will not apply to TRAK CGCM and amounts

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invested in the CGCM Target Date Model within Firm Discretion Select UMA. The Platform Fee is applicable to all accounts, except for plan accounts covered by Title I of the Employee Retirement Income Security Act of 1974, as amended, including, for example, certain SEPs and SIMPLE IRAs. We intend to collect revenue from mutual fund providers that compensates Morgan Stanley for administering the platform and apply the revenue attributable to accounts subject to the Platform Fee as an offset to the Platform Fee and/or to the Fee. This revenue will be allocated proportionately among accounts subject to the Platform Fee based on the closing market value of all assets in an account on the last day of the billing quarter, regardless of the value of mutual fund investments held in that account. The amount of the offset will be applied against the Platform Fee and/or the Fee generally within fifteen (15) business days after the end of the billing quarter. The amount of the offset will vary each billing quarter and while we generally expect the offset to equal or exceed the Platform Fee, changing circumstances, such as a shift in investments away from mutual funds or significant reallocation of mutual fund investments to funds that pay a lower amount of revenue, could reduce the offset to an amount less than the amount of the Platform Fee. Provisions and conditions of the Fee as described in this section generally apply to the Platform Fee with one exception; the Platform Fee is paid quarterly in arrears based solely on the closing market value of the assets in the account on the last business day of the billing quarter and will become due within fifteen (15) business days after the end of the billing quarter. An account that is not subject to a Platform Fee during a billing quarter will not be entitled to the offset, as described herein.

For most advisory programs, if you make a contribution or a withdrawal from your account during a quarter, your Fee may be adjusted to reflect such action on a pro-rata basis; please see the ADV Brochure for the program(s) that you have chosen for a detailed description. We may require you to provide up to six (6) business days prior verbal or written notice to your Financial Advisor of withdrawal of assets from your account, which will be processed subject to the usual and customary securities settlement procedures. For the AIA Program, additional prior notice may be required, depending on the investment. If this Agreement is terminated by either party, you will be entitled to a pro rata refund of any prepaid Fees based on the number of days remaining in the billing quarter after the date upon which notice of termination is received by Morgan Stanley or is provided by Morgan Stanley to you. If you elect to use a custodian other than Morgan Stanley to custody the assets subject to this Agreement, pro-rata adjustments will not be made to the Fee.

Fees charged may be negotiated based on a variety of factors, and **the Fee may be modified by Morgan Stanley upon notice to you.** Morgan Stanley shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of your funds, although Morgan Stanley may be compensated based upon the total value of the account as of definite dates. For the duration of this Agreement, a portion of the Fees in connection with the account will be paid to your Financial Advisor and other employees of Morgan Stanley and its affiliates.

We reserve the right to liquidate a portion of your account assets to cover the Fee at any time. Liquidation may affect the relative balance of your account, and also may have tax consequences and/or may cause your account to be assessed transaction charges.

The fee confirmations that you receive will control if there are any inconsistencies between the terms of those documents and this Agreement.

By signing this Agreement, you hereby acknowledge that you have had the opportunity to evaluate and consider all of the Fees associated with the program(s) that you have chosen, including Morgan Stanley's advisory fee, any applicable Manager fees and the expenses embedded in any mutual fund, ETF or other investment products.

4. Trading and Execution Services

As a general matter, Morgan Stanley, its divisions and employees, and Managers shall use Morgan Stanley's execution services to effect transactions for the purchase and/or sale of securities and other investments in your account. Because the Fee covers transactions only when executed through Morgan Stanley (or our affiliates), transactions for the purchase or sale of securities and other investments in the account will ordinarily be effected through us or our affiliates (which may include certain automated trading systems). Please refer to the applicable ADV Brochure for more information about the use of trading platforms.

In the Select UMA Program, the FS Program, the CES Program, the IMS Program and the GIS Program, you direct Morgan Stanley or the Manager to execute transactions for your account through or with (i) Morgan Stanley and its affiliates; or (ii) or through the Manager (for transactions executed through or with the Manager).

Morgan Stanley may reallocate or rebalance assets in your account without your prior consent to each such transaction. Reallocation of assets may entail tax consequences. Please see the appropriate ADV Brochure for details on reallocation protocols.

In addition, with respect to certain transactions, including, without limitation, block trades in which Morgan Stanley or the Manager

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aggregates securities purchases or sales for the account with those of one or more of its other clients, Morgan Stanley or the Manager may determine that best execution is more likely to be achieved by having a broker-dealer other than Morgan Stanley and its affiliates execute the transaction, even though such broker-dealer requires payment of a commission or commission equivalent to execute the transaction. If Morgan Stanley or the Manager makes such a determination with respect to such a transaction, Morgan Stanley or the Manager may cause the account and, in the case of a block trade, any other included client accounts, to pay the executing broker-dealer the commission or commission equivalent such broker-dealer requires, even though you also pay Fees to Morgan Stanley hereunder.

In evaluating which broker or dealer will provide the best execution, Morgan Stanley or the Manager, in its sole discretion and in accordance with applicable law (including the obligation to seek best execution), will consider the full range and quality of a broker's or dealer's services, which may include, among other things, the value of research provided as well as execution capability, commission rate, financial responsibility, and responsiveness. These entities may select broker-dealers that provide Morgan Stanley and/or the Manager research or other transaction-related services and may cause you to pay such broker-dealer commissions for effecting transactions in excess of the commission other broker-dealers may have charged. Such research and other services may be used for Morgan Stanley's or the Manager's own or other client accounts to the extent permitted by law.

Pursuant to the provisions of Section 11(a) of the Securities Exchange Act of 1934, certain transactions effected by us for certain clients on a national or regional securities exchange may be executed with Morgan Stanley and our affiliates only upon receipt of your consent. You specifically consent, in the absence of contrary instructions, to Morgan Stanley or our affiliates acting as broker for your account. Where transactions are effected through Morgan Stanley or our affiliates, such parties may act, in the absence of instructions to the contrary communicated by you to Morgan Stanley, on an agency or principal basis, to the extent permitted by law and subject to applicable restrictions and will be entitled to compensation for their services.

In connection with transactions effected for your account, you authorize Morgan Stanley and the Manager to establish and trade accounts in your, Morgan Stanley's, or the Manager's name with members of national or regional securities exchanges and the Financial Industry Regulatory Authority, including "omnibus" accounts established for the purpose of combining orders from more than one client.

You hereby grant Morgan Stanley's and each person and entity identified in this Agreement as having investment discretion with the authorization to effect "agency cross" transactions (i.e., transactions in which Morgan Stanley, or any person controlling, controlled by or under common control with Morgan Stanley, acts as broker for the party or parties on both sides of the transaction) with respect to your account to the extent permitted by law. You acknowledge that (i) Morgan Stanley may receive compensation from the other party to execute such transactions, (ii) as such, we will have a potentially conflicting division of loyalties and responsibilities and (iii) this consent to "agency cross" transactions can be revoked at any time by written notice to Morgan Stanley.

Morgan Stanley or any Manager acting for your account may aggregate orders for the same securities with other clients, including our own accounts, and accounts of our employees or related persons. In such cases, each account in the aggregated transaction is charged or credited with the average price per unit and, where applicable, any additional fees.

In computing the value of assets in an account, securities (other than mutual funds) traded on any national securities exchange or any national market system shall be valued, as of the valuation date, at the closing price and/or mean bid and ask prices of the last recorded transaction on the principal market on which they are traded. Account assets invested in shares of open-end mutual funds will be valued based on the fund's net asset value calculated as of the close of business on the valuation date, or as otherwise provided for in the prospectus of the mutual fund. In valuing assets, we use information provided by recognized independent quotation and valuation services. We believe such information to be reliable but we do not verify its accuracy. If the above-referenced methods are not available to us or if we do not believe them to be accurate, we value any securities or investments in an account in a manner we determine in good faith to reflect its fair market value.

5. Indemnification

You hereby agree to indemnify and hold harmless us and our officers, employees, agents, successors and assigns against any and all claims or liabilities by virtue of their acting on your instructions. This indemnity shall be binding upon your heirs, successors and assigns.

We agree to provide our best judgment and efforts in rendering the services to your account as set forth in this Agreement. Specifically, and without limiting the foregoing, you understand and agree that: (i) all transactions shall be at your risk; (ii) Morgan Stanley, its affiliates, the investment products, and each of their respective affiliates and

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agents are not guaranteeing, or otherwise making representations with respect to, the performance of the account; (iii) Neither Morgan Stanley nor its affiliates shall be liable for the actions, or failures to act, of any investment product or its affiliates or agents; (iv) Morgan Stanley, its affiliates, the investment products, and each of their respective affiliates or agents shall not be liable for any losses in the account except those arising out of their own respective negligence or malfeasance, violation of applicable law, bad faith, or disregard of their respective obligations under this Agreement or as otherwise may be provided by law; (v) Morgan Stanley, its affiliates, the investment products, and each of their respective affiliates or agents shall not be liable for any act done or omitted on the part of any third party broker or agent utilized by an investment product to effect transactions for the account; (vi) Morgan Stanley, its affiliates, the investment products, and each of their respective affiliates and agents shall not be liable to you or any third party for any tax, fines or penalties payable by you and you agree to indemnify them for any such tax, fines or penalties; and (vii) Morgan Stanley, its affiliates, the investment products, and each of their respective affiliates and agents shall not be liable for any special, consequential, or incidental damages.

Notwithstanding the foregoing, Morgan Stanley is not liable for any losses with respect to any misstatement or omission in a Manager's Form ADV, an Alternative Investment's fund documents or other marketing materials, organizational document, disclosure document, including any other information relating to a Manager or Alternative Investment that was approved by that Manager or Alternative Investment for distribution to potential investors.

6. Arbitration

By signing this 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 twenty (20) days prior to the first scheduled hearing date.

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- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.

You agree that all claims or controversies, whether such claims or controversies arose prior, on or subsequent to the date hereof, between you and Morgan Stanley and/or any of its present or former officers, directors, or employees concerning or arising from (i) any account maintained by you with Morgan Stanley individually or jointly with others in any capacity; (ii) any transaction involving Morgan Stanley or any predecessor or successor firms by merger, acquisition or other business combination and you, whether or not such transaction occurred in such account or accounts; or (iii) the construction, performance or breach of this or any other agreement between you and us, any duty arising from the business of Morgan Stanley or otherwise, shall be determined by arbitration before, and only before, any self-regulatory organization or exchange of which Morgan Stanley is a member. You may elect which of these arbitration forums shall hear the matter by sending a registered letter or other written communication addressed to Morgan Stanley Smith Barney LLC, Attn: Legal Department, 1633 Broadway, 26th floor, New York, NY 10019. If you fail to make such election before the expiration of five (5) days after receipt of a written request from Morgan Stanley to make such election, Morgan Stanley shall have the right to choose the forum.

No person shall bring a putative or certified class action to arbitration, or seek to enforce any predispute 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; (ii) the class is decertified; or (iii) the person 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.

The statute of limitations applicable to any claim, whether brought in arbitration or in a court of competent jurisdiction,

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shall be that which would be applied by the courts in the state in which you reside or if you do not reside in the United States, the statute of limitations shall be that which would be applied by the courts in the state where the Morgan Stanley office servicing your account is located.

7. Proxies and Related Materials

For Clients Utilizing Managers: By signing this Agreement, you (i) authorize the Manager to receive the proxy-related materials, annual reports and other issuer-related materials for securities in that portion of your account allocated to the Manager (except for mutual fund proxies); and (ii) delegate to the Manager the proxy voting rights for those securities (and, thereby, authorize the Manager to further delegate those proxy voting rights to, or otherwise use services provided by, a third party proxy voting or advisory service). If you do so and you are an employee benefit plan as defined in Section 3 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or a plan as defined in Section 4975 of the Internal Revenue Code of 1986, as amended (either, a "Plan"), you hereby designate the Manager as a "named fiduciary" (within the meaning of ERISA) with the authority to appoint and delegate a third party proxy voting service satisfactory to the Manager as "investment manager" (within the meaning of ERISA) for the limited purpose of voting proxies with respect to issuers of securities held in your account.

Alternatively, you may expressly reserve the right for you (or another person you specify to us, not including Morgan Stanley) to receive the issuer-related materials and exercise the proxy voting rights for securities in your account by contacting your Financial Advisor.

For Clients in the PM (if Morgan Stanley is the Custodian), GIS (if the GIS account does not use a subadvisor), CGA and (with respect to mutual fund and ETF proxies) Select UMA* Programs:

By signing this Agreement, you (i) authorize us to receive the proxy-related materials, annual reports and other issuer-related materials for securities in your account and (ii) delegate to us the proxy voting rights for these securities (and, thereby, authorize us to further delegate these proxy voting rights to, or otherwise use services provided by, a third party proxy voting or advisory service). If you do so and you are a Plan, as defined above, you hereby designate Morgan Stanley as a "named fiduciary" (within the meaning of ERISA) with the authority to appoint and delegate a third party proxy voting service satisfactory to Morgan Stanley as "investment manager" (within the meaning of ERISA) for the limited purpose of voting proxies with respect to issuers of securities held in your account.

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Alternatively, you may expressly reserve the right for you (or another person you specify to us) to receive the issuer-related materials and exercise the proxy voting rights for securities in your account. You may change this election by contacting your Financial Advisor.

For Clients in the PM Program where Morgan Stanley is not the Custodian: If you have appointed an outside custodian, by signing this Agreement, you expressly retain the authority and responsibility with respect to voting proxies for your account or will delegate discretion with respect to voting such proxies to a third party (other than Morgan Stanley).

None of Morgan Stanley, or the Managers (as applicable), or any of their respective affiliates, shall be obligated to take any action or render any advice with respect to the voting of proxies with respect to issuers of securities held in your account, or the taking of any action relating to such issuers, which become the subject of any legal proceedings including class action lawsuits and bankruptcies.

8. Duration and Termination of This Agreement

The provisions of this Agreement shall be continuous and shall inure to the benefit of Morgan Stanley's present organization, and any successor organization or assigns. Notwithstanding anything to the contrary herein, this Agreement may be terminated at any time upon verbal or written notice by either party to the other, and termination will become effective upon receipt of (or as otherwise specified in) such notice.

Upon notification to Morgan Stanley of the death of the account owner (or in the case of multi-party accounts the death of the last surviving account owner) this Agreement shall terminate, except as follows:

In cases of any account titled as a Joint Account With Right of Survivorship, Tenancy by the Entirety or Community Property With Right of Survivorship, management of the account under this Agreement may continue in the following circumstances:

- i. If there are two tenants who are legally married and file a joint income tax return, then on the death of the primary tenant, management of the account under this Agreement may continue until December 31st of the year of the primary tenant's death (as long as the secondary tenant remains alive);
- ii. If the secondary tenant dies before the primary tenant, management of the account under this Agreement may continue unless otherwise terminated.

Termination of this Agreement will not affect the liabilities or obligations of the parties incurred, or arising from transactions

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initiated, under this Agreement or the Client Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon the termination of this Agreement, Morgan Stanley shall not be under any obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other investments in any account. Morgan Stanley retains the right, however, to complete any transactions open as of the termination date and to retain amounts in any account sufficient to effect such completion. Upon termination, we will continue to hold securities and funds in your account and you will continue to have a brokerage account at Morgan Stanley unless you instruct us otherwise. If you choose to liquidate your holdings, proceeds will be payable to you upon settlement of all transactions in your account. Once this Agreement has been terminated, the terms and conditions of your brokerage documentation will apply (e.g., transactions in your account will be processed at prevailing brokerage rates).

If a Manager has purchased mutual funds that are available only to managed account clients and do not charge fund-level investment advisory, management or administrative fees ("Managed Account Funds") for your account, the Managed Account Fund shares will be redeemed (and other mutual fund shares may be redeemed) if your account is terminated or if the Manager on your account is changed. There will be tax consequences associated with such redemptions.

Terminating this Agreement does not terminate your investments in any Alternative Investments. You understand that you are solely responsible for terminating any agreement entered into by you with a Manager or with respect to an Alternative Investment, and arranging for delivery of your assets managed by that Manager, or withdrawing your assets from the Alternative Investment. You understand that, upon termination, you are solely responsible for monitoring the Alternative Investment and that Morgan Stanley will no longer have any further obligation to act or give advice with respect to such assets. Upon termination of this Agreement, you will remain subject to all applicable Program Participation Fees, as described in the HedgePremier program document, which will be accessed in accordance with the terms and conditions of the HedgePremier subscription agreement and any applicable servicing fees.

This Agreement shall not be assignable (within the meaning of the Investment Advisers Act of 1940, as amended) by Morgan Stanley to another entity without your prior verbal, written or other consent. You agree that Morgan Stanley may amend this Agreement upon sending notice of the amendment to you or by signing a written amendment in cases where you request or agree to the change. You may not amend this Agreement by notification

to Morgan Stanley. Any amendments that you propose to this Agreement must be acknowledged in writing by Morgan Stanley.

9. Miscellaneous

Depending on the particular advisory account you open with us, you understand that we will provide you with the appropriate ADV Brochure and privacy notice ("Privacy Notice"), and if appropriate, any applicable ADV Brochure and Privacy Notice for each Manager for the advisory program that you select, as required by applicable law. Morgan Stanley will provide you with periodic account statements and other reports. You are responsible for reviewing all such statements and reports, and reporting any inaccuracies to your Financial Advisor.

To the extent permitted by applicable law, all assets held in your account shall be subject to a general lien for the discharge of all of your debts and obligations to Morgan Stanley and/or our affiliates, including any overpayment made by us with respect to your account. You hereby authorize Morgan Stanley, after debiting any uninvested cash or Sweep Investments in your account, to sell any and all assets in your account without notice to satisfy this general lien. In enforcing this lien, we shall have the discretion to determine which securities and property are to be sold. We are hereby further authorized to transfer securities and other property from any other account at Morgan Stanley or its affiliates in which you have an interest, regardless of whether there are other account owners, in order to satisfy deficiencies in your account.

Please note that Morgan Stanley, the Managers in its advisory programs, and Morgan Stanley & Co. and their respective affiliates may give different advice, take different action, receive more or less compensation, or hold or deal in different securities for any other party, client or account, including their own accounts or those of their affiliates, from the advice given, actions taken, compensation received or securities held or dealt for a client.

You represent that neither you nor any other person who has an ownership interest in or authority over your account knowingly owns, operates or is associated with a business that uses, at least in part, the Internet to receive or send information that could be used in placing, receiving or otherwise knowingly transmitting a bet or wager.

You understand that in order to open and continue managing your account, Morgan Stanley is required to obtain certain information from you. If this information is not provided by you fully or in a timely manner, Morgan Stanley may suspend trading in your account until the information is provided and/or terminate your account. You will deliver to Morgan Stanley, verbally or in writing (as specified by Morgan Stanley), all of the information that

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Morgan Stanley may require or reasonably request to perform Morgan Stanley's duties hereunder without violating or causing any violation of any applicable law.

USA PATRIOT ACT NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR ESTABLISHING A NEW CUSTOMER RELATIONSHIP

You further understand that to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each individual or institution that opens an account or establishes a customer relationship with Morgan Stanley. Therefore, before entering into a new client relationship with you, Morgan Stanley will ask for your name, address, date of birth (as applicable) and other identification information. This information will be used to verify your identity. As appropriate, Morgan Stanley may, in our discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley may be unable to open an account or maintain a relationship with you.

By signing this Agreement you represent to Morgan Stanley that neither you nor any other person who has an ownership interest in the account is or has been a Politically Exposed Person For the purposes of this paragraph, a Politically Exposed Person or a "PEP" is a natural person currently or formerly entrusted with a senior public role or function (e.g., a senior official in the executive, legislative, military, administrative or judicial branches of government), an immediate family member of a prominent public figure, or a known close associate of a prominent public figure. Immediate family members are defined as the spouse/partner, parent, grandparent, sibling, child, step-child, or in-law of the prominent public figure. Known close associates include those widely-and publicly-known business colleagues and personal advisors to the prominent public figure, in particular financial advisors or those acting in a fiduciary capacity. In addition, you represent that neither you nor any other person who has an ownership interest in, or authority over, the account is a corporation, business or other entity that is beneficially owned or controlled by the prominent public figure. If you, any other owner of, or authorized person on the account is or has been such a figure, you agree to disclose that fact to Morgan Stanley and provide the necessary information required by law to open and/or to service your account. Legal entity customers where a PEP is a board member or other controller, such as a chief executive officer, agree to disclose that fact to Morgan Stanley and provide the necessary information required by law about the PEP relationship to open and/or service the account. You also represent that this account will not be

used for any transactions that would violate, or cause Morgan Stanley or any other person to violate, any economic or trade sanctions applicable to either you or Morgan Stanley, including without limitation any prohibited transactions, with, or for the benefit of, any Sanctions target. For these purposes, "Sanctions target" includes any person, entity or country that is the subject of any sanctions issued, administered or enforced by, as applicable: (1) the U.S.. Treasury Department's Office of Foreign Assets Control ("OFAC"), including but not limited to, any person or entity designated on OFAC's Specially Designated Nationals and Blocked Persons List; (2) the United Nations Security Council; (3) the European Union; or (4) HM Treasury (United Kingdom).

As disclosed in the applicable ADV Brochure, Morgan Stanley's investment advisory accounts may be subject to certain guidelines such as guidelines relating to economic sector and security diversification, approval of securities (including mutual funds and ETFs) that may be purchased for accounts, and asset-mix parameters. Limitations may also exist related to the types of transactions (e.g., covered options writing, protective put buying, purchases of puts, calls and LEAPs) that may be conducted. Securities that you currently own may not be compatible with Morgan Stanley's investment advisory programs. At the time you instruct Morgan Stanley to open an investment advisory account, if you wish to fund your investment advisory account with securities; you will discuss with your Financial Advisor the compatibility of your securities with the advisory program you have selected. **In the event that your securities are incompatible with Morgan Stanley's investment advisory platform, Morgan Stanley may sell your incompatible securities in its discretion when the investment advisory account is opened, or at any time thereafter.** Such sales could result in realized losses or adverse tax consequences. You acknowledge and accept the foregoing.

You understand that for all forms of joint ownership of the account, each account owner may act independently, as if he or she were the sole owner, without the other owners, and without limitations.

You authorize Morgan Stanley to accept instructions concerning your account, including withdrawal instructions, from the person(s) signing this Agreement and any other authorized person ("Authorized Individual"). Subject to Morgan Stanley's policies, if Morgan Stanley receives conflicting instructions, or reasonably believes instructions from one Authorized Individual might conflict with the wishes of another Authorized Individual, Morgan Stanley may do any of the following: (i) choose which instructions to follow and which to disregard, (ii) suspend all activity relating to your account until

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written instructions signed by all Authorized Individuals are received, (iii) terminate your account or (iv) take other legal action.

You represent that: (i) the person or persons signing this Agreement on your behalf has the full power, authority and capacity to enter into this Agreement and to give orders and other instructions with respect to the account; (ii) the terms of this Agreement do not violate any obligation by which you are bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized and is a legal, valid, and binding obligation enforceable against you in accordance with its terms; and (iv) any securities delivered to Morgan Stanley are free of any encumbrances, including constructive liens.

You certify that you are authorized to delegate authority hereunder to Morgan Stanley and the Managers under the terms of any trust document, any other governing instrument, and/or under any applicable laws and regulations, and that the services provided under this Agreement are authorized by that document, instrument or applicable law and regulations. You agree that, upon request, you will provide to Morgan Stanley a copy of any document containing investment objectives, guidelines or restrictions applicable to you. You represent that this Agreement including the amount and manner of payment of the Fees and other charges are consistent with any such document, instrument or law or regulation. You undertake promptly to advise Morgan Stanley of any material change in your authority or the propriety of your receipt of the services described herein, or of any event that may affect the validity of this Agreement. You understand that we bear no responsibility as to whether the manner of payment of the Fees and other charges is appropriate under your circumstances, including under any such documents.

All section headings in this Agreement are solely for convenience, and do not affect the meaning or interpretation of this Agreement. For the purposes of this Agreement: (i) the date of this Agreement shall be the date of acceptance by Morgan Stanley; and (ii) references in the singular shall, as and if appropriate, include the plural. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

PART IV. ADDITIONAL INFORMATION

The information set forth in Part IV is part of your agreement with Morgan Stanley and is binding on you.

1. Tax Harvesting (Available in Select UMA, FS, CES and IMS Programs).

In the Select UMA program, in addition to (or instead of) electing tax management services a client may request that Morgan Stanley

seek to "harvest" tax losses or gains in your account. You must make this request each time that you would like us to effect such "tax harvesting," as we will not do this on an ongoing basis. Fixed income securities are generally not eligible for tax harvesting, but mutual funds and ETFs (including those that invest in fixed income securities) may be eligible. In effecting tax harvesting, Morgan Stanley will not consider dividends in your account or any assets outside of your account in which the tax harvesting occurs. When you make this request, you will instruct us to sell certain securities in order to realize capital gains or losses, and to reinvest the proceeds of this sale into broad-based ETFs, cash equivalents or other suitable securities.

Upon receipt of your tax harvesting instruction for a Select UMA account, Morgan Stanley will:

1. Sell equity securities or ETF or mutual fund shares, as applicable, in order to realize capital gains or losses in your account;
2. Reinvest the proceeds of such sale in one or more broad-based ETFs, cash equivalents or other suitable securities during any applicable wash sale period; and
3. After the expiration of any applicable wash sale period, sell such ETF shares, cash equivalents or other securities and invest the proceeds in the account in accordance with the applicable model portfolio.

You may request tax harvesting for specified securities, either in a specified total amount or in the maximum amount available.

Securities will be sold proportionately to achieve any of the requested gains or losses. If the ETF or other securities increase in value during the wash sale period, this will result in ordinary income to you. You acknowledge that there is no guarantee that harvesting requests received late in the calendar year will be acted on and completed by year-end or that any harvesting request will achieve any particular tax result. We act only at your instruction and we do not provide you with any tax advice in connection with tax harvesting. Tax harvesting may adversely affect the investment performance of your account. Please see the Select UMA ADV Brochure, for more information.

In the FS, CES and IMS programs, certain managers may be able to accommodate tax harvesting for a client. In the FS program, clients should contact their Financial Advisor for additional details. For the CES and IMS programs, clients should contact their manager directly.

2. Consulting and Evaluation Services ("CES")

We will monitor and periodically evaluate Managers in the CES Program. If we determine that a particular Manager should not continue to be an eligible Manager (or if a Manager withdraws from the program), we will notify you and ask you to select a

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replacement Manager. If you choose to maintain your contract with your existing Manager or if you fail to take action within the time frame prescribed in the notice, your account will become a brokerage account and we will no longer render any investment advice in connection with it. In that event, you will be responsible for making all investment decisions with respect to the account.

You represent that you have entered into an investment management agreement directly with each Manager. You hereby instruct Morgan Stanley to forward confirmations to the Manager(s) for any transactions in your account that are effected by us. You may, in your discretion, add or terminate a Manager or investment discipline by complying with any procedures that Morgan Stanley or a Manager may require. All terms of this Agreement may apply to new Managers. If you terminate a Manager, we will refuse to honor instructions from that Manager. For any period of time between the termination of a Manager and the selection of a new Manager, you are solely responsible for the management of assets in your account. Morgan Stanley shall have no responsibility in that regard. You hereby authorize us to pay the Manager's fee, which is separate from our fee, from your account through the use of an invoice or other communication that we may determine to be appropriate. You acknowledge that the Manager's fee will be derived from the market value of the securities in your account that is maintained by the Manager on its systems. You are responsible for reviewing any account statements or other documentation that you receive from a Manager; Morgan Stanley has no responsibility to review any such documents, nor have we any responsibility for any inaccuracies set forth in such documents. We do not provide any asset allocation advice in the CES Program. The CES Program minimums are set by the Managers. Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

3. Consulting Group Advisor ("CGA")

In the CGA Program, we receive information from you from which we determine your Investor Profile and will prepare and share with you an investment proposal (the "Proposal") containing a recommended asset allocation plan that is consistent with your investment objectives.

An asset allocation plan is a set of investment guidelines that will guide you and your Financial Advisor in populating your account with a mix of investment products that is most suitable relative to your investment objectives and risk tolerance. Either you or your Financial Advisor will determine an initial asset allocation plan that is specifically designed for you. You or your Financial Advisor may or may not

utilize Morgan Stanley's Global Investment Committee ("GIC") recommendations in constructing your asset allocation plan. You may contact your Financial Advisor at any time to give further instructions with respect to your asset allocation plan. The Proposal may also include a set of investment recommendations which you have the option of agreeing to or discussing alternatives with your Financial Advisor. Although we will make investment recommendations to you in the CGA Program, the authorization for all trades must come from you, and no transactions (other than sweep transactions and other select services as described in the CGA ADV Brochure) will be effected without your prior authorization. We require your authorization, which may be verbal, to effect all transactions, including rebalancing transactions to bring your portfolio in line with the asset allocation plan you have selected through a series of purchases and sales of securities (which may entail tax consequences). You will receive a confirmation detailing such transactions.

We permit only certain types of assets to be held in CGA accounts. The assets that are eligible are: domestic equity securities including common stock, convertible preferred stocks, shares of closed-end investment companies (which may be sponsored by Morgan Stanley), American Depositary Receipts, options on domestic equity securities or indices, and fee-based unit investment trusts ("UITs") (which may be sponsored by Morgan Stanley), load-waived funds of open-end investment companies, ETFs (which may be sponsored by Morgan Stanley), and certain fixed income securities, including U.S. Treasury securities and federal agency securities, corporate bonds, convertible bonds, certificates of deposit ("CDs") and mortgage-backed securities, cash and cash equivalents (e.g., money market funds and certain short-term fixed income securities).

Morgan Stanley reserves the right to change the definition of eligible security at any time and to decline to include any security for any reason in a CGA account. Without notice to you, we may treat any fund or asset in your account as an eligible asset and include it for the purpose of calculating your Fee.

Morgan Stanley will periodically provide you with investment advice, which may include recommendations regarding your asset allocation plan and/or your portfolio. Generally, your Financial Advisor will contact you at least annually to review your account to help ensure that it remains within appropriate asset allocation parameters. As mentioned above, all recommendations will be proposed to you by your Financial Advisor and you have the option to accept the recommendations, or not. Morgan Stanley does not have the discretion to effect any transaction without first obtaining your consent, and therefore all decisions to purchase or sell securities will be made solely by you.

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The account minimum for CGA is \$10,000, and Morgan Stanley reserves the right to terminate any account that falls below this threshold.

4. Fiduciary Services ("FS") (CLOSED TO NEW INVESTORS)

In the FS Program, we receive information from you from which we (i) determine your Investor Profile; (ii) identify one or more Managers that we deem suitable for you based on your Investor Profile; and (iii) provide you with relevant information concerning each such Manager.

In FS we pay the Managers that you have selected from the advisory fee that we collect from you. The amount that we pay Managers varies based on strategy. These amounts are set forth in detail in the FS ADV Brochure, and you should read that document carefully. Morgan Stanley and your Financial Advisor will earn different amounts depending on which investment style you choose. This structure presents a conflict of interest as described in the FS ADV Brochure. You acknowledge that you have been presented with a choice of Managers and that you have the sole authority to choose Managers in the FS Program. Morgan Stanley is not responsible for the accuracy of the content of any Manager's ADV Brochure, nor are we responsible for any Manager's failure to maintain its investment advisor registration.

We will monitor and evaluate Managers that are included in the FS Program. Managers chosen for you may delegate their responsibilities to sub-advisors. If a Manager is terminated, withdraws from the program or from providing services to your account, Morgan Stanley will notify you and ask you to select a new Manager. If you do not select a new Manager within the time frame prescribed in our notice and if the notice specified a new Manager, your assets will be invested with the replacement Manager identified in the notice once that Manager accepts your account. Managers will advise us in writing that they have elected to manage your account but have no requirement to notify you directly. Morgan Stanley's Private Portfolio Group may implement models provided to it by FS Managers and may terminate their services upon notification to Morgan Stanley. Morgan Stanley receives a fee from the Manager for providing such services. FS Managers may be affiliated with us; please see the FS ADV Brochure for a description of the conflicts of interest that may exist with affiliated Managers.

We will not provide asset allocation advice in the FS Program. You are responsible for determining the portion of your assets that should be invested among various asset classes and investment styles offered by Managers.

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The FS Program minimums are set by the Managers and are generally \$50,000 or greater. Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

5. Global Investment Solutions ("GIS")

In the GIS Program, Morgan Stanley will not provide asset allocation advice and, accordingly, you must independently determine the portions of your assets to be invested among equity, balanced and fixed income portfolios. Morgan Stanley has sole discretion to invest, purchase, sell or otherwise engage in transactions in any type of security without prior notice to you. Morgan Stanley will evaluate each GIS strategy or portfolio, but will not perform as comprehensive a review as it performs for other managed account programs. If you choose to have your GIS account assets held in custody at an institution other than Morgan Stanley: (a) Morgan Stanley shall not be responsible for such custodial arrangements; (b) you will pay any fees and charges relating to such services to your custodian separately from your Morgan Stanley advisory fee; (c) Morgan Stanley shall have no responsibility with respect to the transmittal or safekeeping of any assets invested pursuant to our advice; and (d) Morgan Stanley shall not be responsible for the accuracy of any statements or other documents produced by the external custodian. If a selected portfolio previously recommended to, and chosen by, you is no longer approved for this program, Morgan Stanley will notify you, and either a replacement portfolio offered by Morgan Stanley, if available, shall be selected by you from recommendations provided by Morgan Stanley, or the GIS account shall terminate (as to the non-recommended portfolio) upon a date selected by Morgan Stanley and communicated to you with reasonable advance notice.

The GIS Program minimums are set by the Managers and are generally \$50,000 or greater. Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

6. Investment Management Services ("IMS")

In the IMS Program, you select your Managers and we do not provide you with any assistance in this regard, nor do we monitor or evaluate the Managers on an ongoing basis. You hereby instruct us to forward confirmation to the Manager(s) for any transactions in your account that are effected by us. You may, in your discretion, add or terminate a Manager or investment discipline. All terms of this Agreement will apply to any new Managers. If you terminate a Manager, we will refuse to honor instructions from that Manager. For any period of time between the termination of a Manager and the hiring of a new Manager, you will be solely responsible for the management of the assets in your account. Morgan Stanley will have

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no responsibility in that regard. You hereby authorize us to pay the Manager's fees from your account in the same manner as described above in section 2—Consulting and Evaluation Services.

We do not provide any asset allocation advice in the IMS Program.

The IMS Program minimums are set by the Managers.

Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

7. Portfolio Management ("PM")

The PM Program is a fully discretionary investment advisory program in which you grant authority to your Financial Advisor to make and implement all investment decisions on your behalf. In order to facilitate this, you hereby grant us unlimited and complete investment trading discretion and appoint Morgan Stanley as your agent and attorney-in-fact with respect to your account. Pursuant to this authorization, we may, in our sole discretion, purchase, sell, exchange, convert and otherwise trade any cash, securities or any other investments held in your account. We may arrange for delivery and payment in connection with any such transactions and take any actions on your behalf that are necessary or incidental to the handling of your account. This grant of discretion is continuing in nature and remains in full force and effect until terminated in writing by you. This grant of discretion shall not be affected by your subsequent disability or incapacity, or any lapse of time.

All trading in your account is at your risk, and the value of the assets in the account is subject to market and other risks and may decrease.

The minimum account size for PM is \$10,000, and Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

Your Financial Advisor may make investment decisions with respect to your account that do not follow or that contradict Morgan Stanley research.

8. Select UMA®

A. Models. In Multi-Style Select UMA®, you will choose a Strategic Asset Allocation Model, a Tactical Asset Allocation Model or a Custom Allocation Model. Single SMA Strategy Select UMA accounts shall not use asset allocation investment models, but shall instead invest in only one investment product, and that investment product shall be a SMA.

An asset allocation model is a set of investment guidelines that will guide you and your Financial Advisor in populating your account with a mix of investment products that is most suitable relative to your investment objectives and risk tolerance.

The Strategic Asset Allocation Model is based on the current recommendations of Morgan Stanley's GIC. The GIC publishes different models to suit investors' objectives and risk tolerance levels.

The Tactical Asset Allocation Model is a version of the GIC models that is adjusted for certain shorter-term factors that the GIC deems to be of current importance.

If you do not desire the Strategic Asset Allocation Model or Tactical Asset Allocation Model, you may work with your Financial Advisor to construct a Custom Allocation Model. With a Custom Allocation Model, either you or your Financial Advisor will determine an initial asset allocation that is specifically designed for you. You or your Financial Advisor may or may not utilize GIC recommendations in constructing a Custom Allocation Model. If you have elected FA Discretion, your Financial Advisor will make changes to your Custom Allocation Model over time. If you have chosen to make decisions concerning your model yourself, you must communicate any changes to your Financial Advisor in order to make such changes.

Changes to Strategic Asset Allocation Model or Tactical Asset Allocation Model may be made by the GIC at any time. Such changes are likely to require that adjustments be made to the mix of investment products in your account, which may entail tax consequences.

B. Overlay Management and Portfolio Implementation.

Morgan Stanley's Private Portfolio Group ("PPG") serves as overlay manager for the Select UMA® Program. If you select an SMA as an investment product, PPG will take a suggested portfolio of securities provided by a Manager that has been retained on your behalf and will effect transactions in your account so that your account will reflect the model that you have chosen or that has been chosen for you by your Financial Advisor or by Morgan Stanley. PPG will also effect transactions in mutual fund or ETF shares to the extent that such investment products are to be used in your account. PPG will also rebalance your account to the agreed upon allocation on a periodic basis in its discretion.

You pay an additional fee to Morgan Stanley for overlay management and portfolio implementation services particular to the Select UMA, as set forth in your account documentation.

C. Sub-Managers. Third party or affiliated Managers may be chosen to provide day-to-day portfolio management services with respect to any SMA portion of your account. Such

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Managers may be referred to as Sub-Managers. As a general rule, a Sub-Manager will determine, in its discretion, which securities should be bought and sold for your account. The Sub-Manager will then deliver instructions to place such purchases to PPG, who will effect the transactions in your account. In some cases, a Sub-Manager will execute such transactions itself instead of delivering instructions to PPG. We refer to this as an "Executing Sub-Manager." If approved by Morgan Stanley, Sub-Managers may execute transactions directly or delegate such execution to a third party that meets Morgan Stanley's due diligence standards.

D. Engaging or Changing Sub-Managers (for clients not utilizing Firm or FA Discretion). Generally, we will not assign an investment product or model to your account without your consent. Morgan Stanley will notify you and ask you to identify models or investment products for a particular asset class. If your account falls below the minimum for an investment product or model or if a Manager terminates its relationship with Morgan Stanley, we will notify you of that and suggest a replacement investment product or model. Morgan Stanley may (without further consent from you) transfer your assets to another appropriate investment product or model, which investment product or model has a minimum investment for which the account qualifies. If you do not notify us of your intentions in this regard, you will be deemed to have accepted our suggested replacement and we will implement the change in your account. If your account includes an investment product in Morgan Stanley's GIS Program and that product is terminated for any reason, we may replace it with another GIS investment product. Changes in investment products and models may result in increased Manager fees and may generate a taxable event. The implementation of any changes to your investment product or model may take several business days, during which time your account may remain invested in its then-current investments and may not be actively managed. Your account will continue to be charged fees during any such transition periods.

E. Miscellaneous. If you use securities to fund your account at inception or to make contributions, such securities will generally need to be sold, which entails tax consequences. The minimum account size in Select UMA starts at \$10,000 and may be greater for some investment products, and for some versions of Select UMA®. The minimum is \$1,000 for CGCM Firm Discretion Target Date Model retirement accounts). Tax management services has a \$500,000 minimum account size. Morgan Stanley reserves the right to terminate any accounts that fall below the thresholds listed.

If you have selected an ETF as an investment product but due to the share price of the ETF and/or the allocation amount to that ETF pursuant to the asset allocation investment model Morgan Stanley cannot purchase that ETF for the account, Morgan Stanley may (without further consent from you) purchase an appropriate mutual fund for the account, in place of that ETF.

9. TRAK CGCM

In the TRAK CGCM Program, you receive a recommendation from us that results in a client profile, which you agree is complete and accurate in all respects. Based on this client profile, we make a recommendation to allocate your assets among the series of Portfolios of which the CGCM Funds (the "Trust") are comprised. You agree to notify your Financial Advisor of any material changes in your financial situation that might affect the recommendations that we have made.

We will provide you with periodic investment monitors relating to your TRAK CGCM account. If you notice any inaccuracies in these monitors, you should notify your Financial Advisor.

We will perform no discretionary acts with respect to your account, except as detailed herein or in the TRAK CGCM ADV Brochure. If CGCM fund portfolio shares are in your brokerage account for any reason, Morgan Stanley reserves the right to redeem such shares and deliver the redemption proceeds to your Sweep Investment.

The minimum initial amount to invest in TRAK CGCM is \$5,000. To pay your Fee, we will liquidate shares in any money market funds in your account. If Fees are not covered by the balance of your money market funds (or any sweep vehicles), we reserve the right to liquidate a portion of any of the mutual funds held in your TRAK CGCM account to satisfy the remaining balance.

ERISA Fee Leveling. Please see the TRAK CGCM ADV Brochure for a description of the ERISA fee leveling credit.

In order to terminate your TRAK CGCM account, you must instruct us to liquidate all CGCM fund shares held in your account. We reserve the right to terminate your TRAK CGCM account and liquidate all fund shares in it if your account balance falls below \$5,000. We may terminate your account and liquidate your shares for any reason upon thirty (30) days' notice to you.

TRAK CGCM clients have several options for account rebalancing. All purchases of CGCM fund shares, whether through the TRAK CGCM Program or the other Morgan Stanley programs described herein, must be made through a Morgan Stanley brokerage account. However, CGCM shares are not eligible to be held in Morgan Stanley

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brokerage accounts for investment purposes. Morgan Stanley reserves the right to liquidate any CGCM shares in Morgan Stanley brokerage accounts without your instruction at any time.

10. TRAK Fund Solution (CLOSED TO NEW INVESTORS)

In the TRAK Fund Solution Program, the rebalancing options described above for TRAK CGCM also apply. Mutual funds in the TRAK Fund Solution Program that do not meet the due diligence or compensation requirements set forth in Part III of this Agreement cannot be held or continue to be held in the advisory portion of your TRAK Fund Solution account. If a fund can no longer be held in your account for these or for other reasons, you may be required to select a new or replacement mutual fund. If you do not select a replacement mutual fund as needed, you will be deemed to have instructed Morgan Stanley to purchase a mutual fund for the applicable asset class category and Morgan Stanley will select an appropriate replacement mutual fund.

If you wish to redeem shares from your advisory account, unless you instruct us otherwise, we will initiate redemptions by first redeeming shares of the mutual funds most over-weighted relative to your recommended account allocation at that point in time. If you have a custom allocation, you may instruct us to redeem shares pro rata based on the relative percentage of holdings in your advisory account, which may differ from your recommended allocation. It may take up to several business days for us to execute redemptions, and we will deposit redemption proceeds into your Sweep Investment. Liquidation of mutual fund shares may cause a taxable event.

The minimum account size for TRAK Fund Solution is \$10,000, and Morgan Stanley reserves the right to terminate any accounts that fall below that threshold.

11. Alternative Investments Advisory ("AIA")

Alternative Investments offered through the AIA Program are subject to change by Morgan Stanley. From time to time, Alternative Investments may be removed from the Alternatives Approved List by Morgan Stanley. If an Alternative Investment is removed from the Alternatives Approved List (e.g., that Alternative Investment's status is changed to "Redeem" or a similar designation), Morgan Stanley, directly or through an affiliated or unaffiliated service provider selected and approved by Morgan Stanley, will continue to perform due diligence and charge a Fee until the status is changed to "Terminate" or until any other date as Morgan Stanley might otherwise determine in its sole discretion and promptly notify you (the "Coverage Termination Date"). You understand that you

are solely responsible for terminating any agreement entered into by you with a Manager or with respect to an Alternative Investment, and arranging for delivery of your assets managed by that Manager, or withdrawing your assets from the Alternative Investment.

Upon the Coverage Termination Date, (a) this Agreement will automatically terminate as it relates to that Alternative Investment; (b) Morgan Stanley will cease acting as your investment advisor (including providing any due diligence or monitoring services) for that Alternative Investment; (c) the account relating to the Alternative Investment will become a brokerage account instead of an investment advisory account; (d) you will continue to pay the fees and expenses in respect of the Alternative Investment that are separate and additional to the Fee, but not the Fee, relating to its assets invested in the selected Alternative Investment; (e) you will become solely responsible for any decision to remain invested in the Alternative Investment; and (f) to the extent you remain invested in an Alternative Investment after its status has changed to "Terminate," Morgan Stanley may continue to provide performance reports and account statements to you and you hereby agree, in such instances, to pay an annual servicing fee of 0.25% of your remaining assets in that Alternative Investment for such non-advisory services, payable quarterly in advance, which may be waived or reduced at the sole discretion of Morgan Stanley. You understand that it may take some time to fully redeem or withdraw your investment and that you may not be able to get all of your assets out immediately. You also understand that Morgan Stanley may also retain a non-advisory, ongoing distribution fee directly from the pooled investment vehicle and/or the pooled investment vehicle's Manager (if available). Notwithstanding the above, in HedgePremier, removal of a Manager or a pooled investment vehicle from the Alternatives Approved List may result in the full liquidation of the HedgePremier pooled investment vehicle's investment in the corresponding pooled investment vehicles by Morgan Stanley AI GP LLC.

We will generally not maintain custody of your Alternative Investments. Alternative Investments will be custodied with such custodians as selected by the manager of the applicable Alternative Investment. However, we will receive and credit to your account all interest, dividends and other distributions we receive on the Alternative Investments in your account and will include reports of your ownership of the Alternative Investments on your account statements.

We do not engage in an independent valuation of your account assets. We will provide periodic account statements to you including the market value of the Alternative Investment based on information received from the manager of the Alternative Investment or another

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service provider of the Alternative Investment. We rely on you to promptly review these account statements and promptly report any discrepancies to us. In providing these account statements, or any other valuation information to you, you acknowledge and agree that (i) we are entitled to rely on the valuation information provided by you or the manager, the administrator or other service provider for the Alternative Investment, (ii) the valuation information is based on estimates which may be old as of the date of the account statement, (iii) an Alternative Investment's final valuations may be higher or lower than the data reflected in the account statement provided by us and (iv) we are under no obligation to provide notice of, or compensation to, you for any such difference in valuations. The fee will be calculated based on the valuation reflected in the account statement, which may be an estimate. The fee will not be adjusted based upon any differences between the estimated and final valuation.

You hereby consent to having the Alternative Investment, the investment manager and/or the administrator of the Alternative Investment, if applicable, provide Morgan Stanley or its affiliates with the following information concerning your Alternative Investment: (i) copies of any communications relating to the Alternative Investment that are provided to you (including, but not limited to, capital account statements, monthly and/or quarterly investor materials and any other investor materials) by or on behalf of the Alternative Investment, the Manager, the administrator of the Alternative Investment, or any of their affiliates in the format provided to you before, at the same time or promptly after such information has been provided to you; and (ii) copies of any redemption requests provided by you promptly after the receipt of such request. We and you agree that the Alternative Investment, the Manager, the administrator, and their respective affiliates shall be third party beneficiaries with respect to this consent agreement entitled to enforce such provision as if they were signatories to such provision. In addition, you hereby authorize Morgan Stanley to disclose personal identifiable information to the investment manager and/or the administrator of the Alternative Investment in accordance with applicable law, or to comply with or to enable each other to comply with any rules or regulation established by any law or regulatory agency (including any self-regulatory organization) or any request applicable to any of the above-referenced parties. You hereby waive any right that you may have in any jurisdiction to maintain the confidentiality or secrecy of any such information disclosed under these circumstances.

You agree that Morgan Stanley is authorized to debit your account for the amount of any capital contribution or other payment required to be made by you in relation to each Alternative Investment for which you may subscribe on the dates such amounts

are due (without any further action required on the your part). You also agree that Morgan Stanley is also authorized to receive distribution or redemption proceeds when paid for further credit to your Account unless otherwise instructed in writing.

Exhibit A**Further Representations Applicable to Retirement Plans**

The provisions of this Exhibit A shall apply if you are an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a plan as defined in Section 4975(c)(1) of the Internal Revenue Code of 1986, as amended (the "IRC" or "Code") or a plan or other arrangement subject to fiduciary and prohibited transaction requirements of substantially similar state, local or foreign law (each, a "Plan"). The account is being opened on behalf of the Plan pursuant to proper authorization from the named fiduciary or other responsible fiduciary or agent of the Plan. The representations, authorizations, certifications and warranties required of you in this Agreement shall be made by the Plan's fiduciary acting solely in its capacity as such.

- a. By managing assets of a Plan subject to ERISA and/or section 4975 of the IRC hereunder, each Manager will be deemed to acknowledge to Morgan Stanley and to you that it will be acting as a "fiduciary," as that term is defined in Section 3(21) (A) of ERISA and has accepted appointment as an "investment manager" as that term is defined in Section 3(38) of ERISA, with respect to the assets it manages hereunder. Morgan Stanley represents to a client that is a Plan subject to ERISA and/or section 4975 of the IRC that, with respect to the performance of its duties under this Agreement, Morgan Stanley is a "fiduciary" as that term is defined in ERISA and/or section 4975 of the Code with respect to the account.
- b. You represent and warrant that: (i) with respect to the control and management of the assets in the account, you are either (A) the named fiduciary in the case of a Plan defined in Section 3(3) of ERISA (or the person authorized by the named fiduciary to select investment managers) or (B) in the case of any other Plan, either the person for whose benefit the Plan was established or that person's authorized agent; (ii) the Plan and its governing instruments provide for the appointment of an "investment manager" as that term is defined in Section 3(38) of ERISA and permit the investment by the Plan in funds through the program; (iii) the execution, delivery and performance of this Agreement will not violate any provisions or result in any default under the plan, the trust, the investment policy or other equivalent constituent documents, any contract or other

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agreement to which you are a party or by which you, the Plan or its assets may be bound or any statute or any rule, regulation or order of any government agency or body; and (iv) you are independent of Morgan Stanley, the investment products, and their affiliates, are capable of making independent decisions regarding the investment of Plan assets and the selection of investment products, are knowledgeable with respect to the Plan in administrative matters and funding matters related thereto, and are able to make an informed decision concerning the signing of this Agreement and maintenance of the account.

- c. Unless you inform Morgan Stanley otherwise in writing, you represent that any company sponsoring the Plan is not a public company and does not have any affiliates that are public companies. You will notify Morgan Stanley, in writing, within twenty-four hours if any of the foregoing representations become inaccurate or if the identity of any of the Plan's named fiduciaries with respect to the account changes.
- d. You have concluded that: (i) the account Fees and other charges payable hereunder are reasonable and in the best interests of the Plan, its participants and beneficiaries; (ii) participation in the program is prudent; and (iii) the portfolio and each investment product selected by you is suitable for the Plan. You also understand that due to regulatory constraints until further notice, your selection of available investment products will not include those that are, or are managed by, affiliates of Morgan Stanley, except the money market fund. Therefore, as a Plan, your selection of investment products may be more limited than for program accounts that are not Plans.
- e. You understand that with respect to assets invested in the money market fund managed by an affiliate, Morgan Stanley will to the extent necessary comply with ERISA Prohibited Transaction Exemption 77-4, ERISA Prohibited Transaction Exemption 84-24, or other applicable exemption. The advisory fee on any Plan account will be reduced by the amount of the money market fund management fee or any shareholder servicing and/or distribution fees we or our affiliates may receive in connection with the assets invested in the money market fund. You acknowledge that you have received the "Affiliated Money Market Funds Fee Disclosure Statement" in Exhibit A of the applicable ADV Brochure and, if you are a Plan defined in Section 3(3) of ERISA, the prospectus for the money market fund. Based on these disclosures you have concluded that an investment in the money market fund is appropriate. You also acknowledge that the money market fund may pay a 12b-1 fee to Morgan Stanley, which fee will be rebated to your account

as soon as practicable but in no event longer than 30 days, and you acknowledge that any benefit from that use of the 12b-1 fee until the rebate is part of our compensation hereunder. You also understand that the account may include cash balances uninvested pending investment, pending distribution or as otherwise necessary or appropriate for the account's administration. You agree that we may retain as compensation for our provision of services your account's proportionate share of any interest earned on such uninvested cash balances held by us or an affiliate. See the "Float Disclosure Statement" in Exhibit A of the applicable ADV Brochure for further details.

- f. Further, to the extent that you have investments in funds other than the money market fund in the account, you acknowledge that (i) you have determined that the offer of funds as an investment within the account complies with the terms of the Plan and any of its constituent documents, (ii) as of the opening date, no affiliated fund other than the money market fund will be available for purchase in the account unless subsequently agreed to by the parties and (iii) to the extent unaffiliated funds are held in the account, we will either (a) credit your account with the amount of any shareholder services/distribution fees, revenue-sharing payments and recordkeeping fees received by Morgan Stanley or its affiliates from funds that are not affiliated with Morgan Stanley that are retained by Morgan Stanley or such affiliate and that do not constitute "direct expenses" (as defined under regulations issued pursuant to ERISA) or (b) not collect any shareholder services/distribution fees, revenue-sharing payments or recordkeeping fees with respect to such fund.
- g. You represent that signing this Agreement and any instruction you give with regard to the account is, and will be, consistent with applicable Plan documents, adopted and pending, including any investment policies, guidelines, or restrictions. You agree to provide Morgan Stanley with a copy of all such documents upon the request of Morgan Stanley. You represent that except as communicated in writing to Morgan Stanley, there are no limitations on securities under the Plan that may be purchased or held as assets in the account. You will notify Morgan Stanley promptly in writing of any modifications to the Plan's investment policies, guidelines, or restrictions and of any modifications to any other Plan documents pertaining to investments by the Plan. If the assets in the account constitute only a part of the assets of the Plan, you will provide Morgan Stanley with a written description of which of the Plan's investment policies or guidelines are applicable to the account. Unless otherwise agreed, the compliance of any investment that a Manager (or

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Morgan Stanley if you selected Firm Discretion or FA Discretion) makes for the account with any such investment policies or guidelines shall be determined on the date of purchase only, based upon the price and characteristics of the investment on the date of purchase compared to the value of the account as of the most recently preceding valuation date. No investment guidelines, policies, or other instructions shall be deemed breached as a result of changes in value or status of an investment occurring after purchase. You will provide Morgan Stanley with prompt written notice if you deem any investments made for the account to be inconsistent with such guidelines, policies, restrictions, or instructions. You agree promptly to furnish Morgan Stanley with such documents as Morgan Stanley or any Manager may reasonably request to verify the foregoing and to advise Morgan Stanley promptly of any event that may affect this authority or the validity of this Agreement.

- h. Unless you notify Morgan Stanley otherwise in writing, you acknowledge that the account is only a part of the Plan's assets. The services provided under this Agreement will have no effect on the assets of the Plan that are not in the account, and neither Morgan Stanley nor the Managers will have any responsibility (fiduciary or otherwise) for such other assets. Neither Morgan Stanley nor the Managers are responsible for Plan administration or for performing any duties not expressly set forth in this Agreement and, therefore, we are not responsible for diversifying all of the investments of the Plan and you agree that the only responsibility that we shall have with respect to diversification will be to diversify the assets of the account, within the provisions of the program's guidelines and restrictions, so as to reduce the risk of large losses without regard to or consideration of any other assets which may be held by the Plan.
- i. If you are a Plan subject to ERISA or analogous state or local law, you agree to obtain and maintain for the period of this Agreement any bond required pursuant to the provisions of ERISA or other applicable law and to include within the coverage of such bond Morgan Stanley, each of the Managers, and any of their officers, directors and employees whose inclusion is required by law, and not otherwise exempt from such bonding, and to provide Morgan Stanley or any Manager with appropriate documentation evidencing such coverage upon request.
- j. Generally, securities transactions for the account are effected for Plans on an agency basis, with no additional transaction-based compensation. In addition, to the degree applicable, you specifically authorize us to effect "agency cross" securities transactions on behalf of the Plan with our affiliated broker-
- k. Special Representations With Respect to Plan Clients Who Selected Firm Discretion or FA Discretion: To the extent that the signatory on behalf of the Plan Client selects Firm Discretion or FA Discretion, such signatory, as the "named fiduciary" for the Plan within the meaning of ERISA (or other responsible fiduciary or agent of the Plan), such party (i) hereby appoints Morgan Stanley, as well as any Manager, to serve as investment managers for the client with respect to assets in the account; and (ii) pursuant to such signatory's authorization under the terms of the client's Plan documents, hereby further appoints Morgan Stanley as a "named fiduciary" within the meaning of ERISA to the extent Morgan Stanley has been granted discretion under this Agreement to select or change Managers on behalf of the Plan client.
- l. You also understand that the account may, from time to time, include cash balances temporarily uninvested pending investment, pending distribution or as otherwise necessary or appropriate for the account's administration. You agree that we may retain as compensation for its provision of services your account's proportionate share of any interest earned on such uninvested cash balances held in your account, otherwise known as "float." This amount is earned by us through investment in a number of short-term investment products and strategies, with the amount of such earnings retained by us, due to the short-term nature of the investments, being generally at the prevailing Federal Funds interest rate. The timing of sweep with respect to an account (and thus the amount of "float" that may be earned by us) may depend, in part, on the underlying coding of the account on our brokerage recordkeeping system—in particular, whether or not an Employee Benefit Trust ("EBT") is coded as a "Basic Security Account" ("BSA"), the brokerage platform for new EBT accounts, or on the Active

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Assets Account ("AAA"), the platform for older EBT accounts. On the AAA platform, with respect to such assets awaiting investment in excess of \$1: (i) where such assets are received for your account on a day generally on which the New York Stock Exchange and/or the federal reserve banks are open ("Business Day"), float shall be earned by us through the end of that Business Day (known as the "Sweep Date"), with the client credited interest/dividends in such funds as of the next Business Day following the Sweep Date; (ii) where such assets are received on a Business Day that is not followed by another Business Day, or on a day which is not a Business Day, float shall be earned by us as broker through the end of the next Business Day. On the BSA platform, the sweep depends on the size of cash balances held in the account. For accounts on BSA with \$1,000 or more available cash that qualifies as assets awaiting investment: (i) such interest shall be earned by us through the end of that Sweep Date, with the client credited interest/dividends in such funds as of the next Business Day following the Sweep Date; (ii) where such assets are received on a Business Day that is not followed by another Business Day, or on a day which is not a Business Day, such interest shall be earned by us through the next Business Day. For BSA accounts with less than \$1,000 available cash, generally, if such assets are received for your account on a Business Day that is a Monday through Friday, float shall be earned by us as broker through the following Monday. If such Monday is not a Business Day, float will be earned through the next Business Day. See the "Float Disclosure Statement" that you received in or with the applicable ADV Brochure for further details.

- m. TO THE EXTENT THAT THE PLAN ACCOUNTS ARE BEING ESTABLISHED IN CONNECTION WITH A PLAN THAT PERMITS OR REQUIRES THAT INVESTMENT DIRECTION OF SUCH ACCOUNT BE MADE NOT BY THE NAMED FIDUCIARY, BUT BY PARTICIPANTS OR

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BENEFICIARIES OF SUCH PLAN (SUCH AS A CODE SECTION 401(K) PLAN), SUCH PARTICIPANT OR PARTICIPANTS WILL ALSO BE REQUIRED TO SIGN THE AGREEMENT, AND ACKNOWLEDGE CERTAIN REPRESENTATIONS, COVENANTS AND WARRANTIES IN THIS AGREEMENT.

To the extent that the Plan permits participants and beneficiaries of the Plan to direct investments in the account, the participant in the Plan specifically acknowledges as follows:

- You, as a participant in the Plan, have also received and reviewed the terms of this Agreement and, pursuant to the term of your Plan, have selected the investments in your account.
- You have reviewed the Fees payable from the account, and have concluded, with respect to the account, that the Fee and other charges payable hereunder are reasonable and appropriate for the services provided.
- In addition to the client, you acknowledge receipt of a copy of this Agreement (including the Fee schedule) and the applicable ADV Brochure.

You, as a participant in the Plan, acknowledge that directing the investments in the Plan account involves assuming risk with respect to the assets in the account, and that your individual investment portfolio (including, but not limited to, the assets allocated to your benefit in the account) should be balanced and diversified in view of your individual investment objectives, risk parameters and liquidity needs within a Plan account context. You represent that any individual investment plan that you may have selected in connection with directing investments under the account meets your anticipated retirement needs in view of your overall financial situation and that this selection may be different from the typical investment allocation for the investor type that was presented based on the information you, as participant, have provided.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Escrow Release - LD/S #679GPE – Parkview – Grading Permit Surety Bond

MEETING DATE: 6-26-17

ITEM NUMBER: #11.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce Fluehr Chimera
Chairman

BACKGROUND:

The Cutler Group has requested that the Surety Bond submitted to guaranty the grading of the site for the Parkview Subdivision be released, as the grading has been completed. The amount of this release would be \$238, 718.70. This release would deplete the escrow account.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS:

That the Surety Bond be released as the site grading is completed.

BUDGET IMPACT: None.

RECOMMENDATION:

That the escrow be released.

MOTION/RESOLUTION:

The Resolution is attached. The Board of Supervisors hereby authorize the release of the Surety Bond in the amount of \$238,718.70, for the Parkview Subdivision. .

MOTION _____ SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Richard E. Miniscalco	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Resolution #

WHEREAS, a request for the release of the Surety Bond, was received from the Cutler Group for the Parkview Subdivision Grading (LDS#679GPE), on the representation that the work has been completed; and

WHEREAS, the developer has requested the release, in the amount of \$238,718.70, which would deplete the escrow account.

NOW THEREFORE BE IT RESOLVED that we hereby authorize the release of the Surety Bond held for the site grading for the Parkview subdivision in the amount of \$238,718.70.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, J. Dougherty, B. Shoupe, Finance Department, M. Stoerrle, Minute Book, Resolution File. File

Released By Department Director _____



GILMORE & ASSOCIATES, INC.

ENGINEERING & CONSULTING SERVICES

VIA EMAIL

June 23, 2017

File No. 2015-01173

Mr. Lawrence Gegan, Township Manager
Montgomery Township
1001 Stump Road
Montgomeryville, PA 18936

Reference: Grading Permit Surety Bond Release
The Meadows at Parkview – LD/S #679GPE
Grading Permit #P17030124

Dear Larry:

We have received and reviewed the request for release of the surety bond posted to secure the grading work associated with the above-referenced grading permit. This letter is to certify that the work itemized on the attached Escrow Status Report has been completed and is considered satisfactory. We recommend that Grading Permit Surety Bond #PB00036200024 in the amount of \$238,718.70 be released. We note the developer possesses an NPDES permit from the County Conservation District for this site and is required to implement and maintain the Erosion and Sediment Control Plan in accordance with that permit. We also note the developer will be required to secure the construction of improvements associated with the pending land development application at the time the land development plan is recorded.

As always, please call us if you have any questions or if we can be of any assistance regarding this project.

Sincerely,

James P. Dougherty, P.E.
Senior Project Manager
Gilmore & Associates, Inc.

JPD/sl

Enclosure: as referenced

cc: Bruce S. Shoupe, Director of Planning and Zoning
Marita A. Stoerrle, Development Coordinator – Montgomery Township
Marianne McConnell, Deputy Zoning Officer – Montgomery Township
Richard P. McBride, Esq. – Law Office of Richard P. McBride
Russell S. Dunlevy, P.E., Senior Executive Vice President – Gilmore & Associates, Inc.
Brian Dusault, Construction Services Manager – Gilmore & Associates, Inc.

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ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

RELEASE NO.: 1
RELEASE DATE: 23-Jun-2017

PROJECT NAME: The Meadows at Parkview (Grading Permit)
PROJECT NO.: 2015-01173
TOWNSHIP NO.: LD/S #679GPE
PROJECT OWNER: The Cutler Group, Inc.

TOTAL CONSTRUCTION: \$ 217,017.00
TOTAL CONSTRUCTION CONTINGENCY (10%): \$ 21,701.70
TOTAL CONSTRUCTION ESCROW POSTED: \$ 238,718.70

ORIGINAL CONSTRUCTION AMOUNT: \$ 238,718.70

AMOUNT OF THIS RELEASE: \$ 238,718.70

MUNICIPALITY: Montgomery Township
ESCROW AGENT: Philadelphia Indemnity Insurance Company
TYPE OF SECURITY: Surety Bond
AGREEMENT DATE: 30-Mar-2017

TOTAL ENG/INSP/LEGAL (CASH ACCOUNT): \$ 21,800.00
TOTAL ADMINISTRATION (CASH ACCOUNT): \$ 2,200.00

PRIOR CONSTRUCTION RELEASED: \$ -
TOTAL CONSTRUCTION RELEASED TO DATE: \$ 238,718.70

BALANCE AFTER CURRENT RELEASE: \$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE (including current release)		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
A. <u>MOBILIZATION</u>	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	-	
B. <u>EARTHWORK</u>											
1. Clearing & Grubbing	LS	1	\$ 52,482.00	\$ 52,482.00	1.00	\$ 52,482.00	1.00	\$ 52,482.00	\$ -	-	
2. Strip Topsoil	CY	7,665	\$ 2.50	\$ 19,162.50	7,665.00	\$ 19,162.50	7,665.00	\$ 19,162.50	\$ -	-	
3. Cut, Fill & Compact	CY	33,086	\$ 2.50	\$ 82,715.00	33,086.00	\$ 82,715.00	33,086.00	\$ 82,715.00	\$ -	-	
4. Grade	SY	45,980	\$ 0.30	\$ 13,794.00	45,980.00	\$ 13,794.00	45,980.00	\$ 13,794.00	\$ -	-	
C. <u>EROSION CONTROL</u>											
<i>Erosion & Sediment Controls</i>											
1. Construction Entrance	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	\$ -	-	
2. 12" Sediment Filter Sock	LF	50	\$ 4.00	\$ 200.00	50.00	\$ 200.00	50.00	\$ 200.00	\$ -	-	
3. Standard Silt Sock	LF	610	\$ 2.50	\$ 1,525.00	610.00	\$ 1,525.00	610.00	\$ 1,525.00	\$ -	-	
4. 18" Silt Fence - Stockpiles	LF	245	\$ 1.75	\$ 428.75	245.00	\$ 428.75	245.00	\$ 428.75	\$ -	-	
8. Orange Construction Fence	LF	1,680	\$ 1.60	\$ 2,688.00	1,680.00	\$ 2,688.00	1,680.00	\$ 2,688.00	\$ -	-	
9. Tree Protection Fence	LF	105	\$ 1.55	\$ 162.75	105.00	\$ 162.75	105.00	\$ 162.75	\$ -	-	
10. Temporary Vegetation - Excess Fill Piles	SY	45,980	\$ 0.30	\$ 13,794.00	45,980.00	\$ 13,794.00	45,980.00	\$ 13,794.00	\$ -	-	
14. Rock Filters	EA	19	\$ 135.00	\$ 2,565.00	19.00	\$ 2,565.00	19.00	\$ 2,565.00	\$ -	-	
D. <u>OTHER</u>											
1. Construction Stakeout	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -	-	
E. <u>10% CONTINGENCY</u>		1	\$ 21,701.70	\$ 21,701.70	1.00	\$ 21,701.70	1.00	\$ 21,701.70	\$ -	-	
(Released upon certification of final completion)											

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Payment of Bills

MEETING DATE: June 26, 2017 ITEM NUMBER: #12.

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera,
Chairman of the Board of Supervisors

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

06/23/2017 01:17 PM
User: msanders
DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP
CHECK DATE FROM 06/13/2017 - 06/26/2017

Page: 1/3

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
06/13/2017	01	68522	100000103	DEEP RUN AQUATIC SERVICES, INC.	7,500.00
06/13/2017	01	68523	100000417	FENCE CITY	4,917.95
06/13/2017	01	68524	00001030	SIGNAL CONTROL PRODUCTS, INC.	1,200.00
06/23/2017	01	68525	00905040	3M COGENT INC.	230.00
06/23/2017	01	68526	00000006	ACME UNIFORMS FOR INDUSTRY	280.26
06/23/2017	01	68527	MISC-FIRE	ADAM MORROW	60.00
06/23/2017	01	68528	MISC-FIRE	ADAM MORROW	120.00
06/23/2017	01	68529	MISC-FIRE	ADAM WEBSTER	80.00
06/23/2017	01	68530	MISC-FIRE	ADAM WEBSTER	40.00
06/23/2017	01	68531	00000340	ADVENT SECURITY CORPORATION	222.00
06/23/2017	01	68532	00000179	ADVENTURE AQUARIUM	20.00
06/23/2017	01	68533	MISC-FIRE	ALEXANDER J DEANGELIS	15.00
06/23/2017	01	68534	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
06/23/2017	01	68535	MISC-FIRE	ANDREW WEINER	30.00
06/23/2017	01	68536	100000437	ASHLEE HARRISON	60.00
06/23/2017	01	68537	00000561	ATLANTIC TACTICAL	304.02
06/23/2017	01	68538	00000043	BERGEY'S	68.67
06/23/2017	01	68539	00902946	BETTE'S BOUNCES, LLC	1,502.45
06/23/2017	01	68540	MISC-FIRE	BILL WIEGMAN	60.00
06/23/2017	01	68541	MISC-FIRE	BILL WIEGMAN	180.00
06/23/2017	01	68542	00000209	BOUCHER & JAMES, INC.	5,082.79
06/23/2017	01	68543	00000209	VOID	0.00 V
06/23/2017	01	68544	MISC-FIRE	BRANDON UZDZIENSKI	15.00
06/23/2017	01	68545	00001108	BRIDGEPORT TROPHY CO.	215.28
06/23/2017	01	68546	00001075	BROMM'S LULLABY FARM	145.00
06/23/2017	01	68547	00905000	BS&A SOFTWARE	500.00
06/23/2017	01	68548	100000405	C.E.S.	14.20
06/23/2017	01	68549	MISC-FIRE	CARL HERR	30.00
06/23/2017	01	68550	MISC-FIRE	CARL HERR	30.00
06/23/2017	01	68551	00001601	CDW GOVERNMENT, INC.	59.23
06/23/2017	01	68552	03214660	CENTER POINT POND	350.00
06/23/2017	01	68553	MISC	CLEMENS OUTDOORS	176.00
06/23/2017	01	68554	100000439	COLLEEN DOWNER	31.00
06/23/2017	01	68555	100000221	COLMAR VETERINARY HOSPITAL	140.00
06/23/2017	01	68556	00000363	COMCAST	701.86
06/23/2017	01	68557	00000335	COMCAST CORPORATION	1,044.80
06/23/2017	01	68558	00000335	COMCAST CORPORATION	985.25
06/23/2017	01	68559	00000222	COMMONWEALTH PRECAST, INC.	2,020.00
06/23/2017	01	68560	MISC-FIRE	DAVID P BENNETT	30.00
06/23/2017	01	68561	MISC-FIRE	DAVID P BENNETT	30.00
06/23/2017	01	68562	00000989	DEAN GAROPOLO	950.00
06/23/2017	01	68563	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	277.36
06/23/2017	01	68564	00000208	DELL MARKETING L.P.	4.27
06/23/2017	01	68565	00000125	DISCHELL, BARTLE DOOLEY	5,970.00
06/23/2017	01	68566	00000125	VOID	0.00 V
06/23/2017	01	68567	00002030	DON DOUGHERTY	225.00
06/23/2017	01	68568	100000443	E-S PRESS INC	851.50
06/23/2017	01	68569	00000152	ECKERT SEAMANS CHERIN &	6,282.50
06/23/2017	01	68570	00002082	ECOMM TECHNOLOGIES	1,400.00
06/23/2017	01	68571	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,425.00
06/23/2017	01	68572	100000442	ELLANE EHRlich	75.00
06/23/2017	01	68573	MISC	ENVIRONMENTAL LANDSCAPE ASSOC INC	1,200.00
06/23/2017	01	68574	00903110	ESTABLISHED TRAFFIC CONTROL	1,160.50
06/23/2017	01	68575	00000161	EUREKA STONE QUARRY, INC.	281.29
06/23/2017	01	68576	00000169	FEDEX	19.41
06/23/2017	01	68577	00001466	FEDEX OFFICE	698.21
06/23/2017	01	68578	100000408	FIRST SOURCE SOLUTIONS	765.15
06/23/2017	01	68579	03214568	FULTON CARDMEMBER SERVICES	1,497.13
06/23/2017	01	68580	00000611	FUN EXPRESS LLC	127.80
06/23/2017	01	68581	00001852	G.L. SAYRE, INC.	41.98
06/23/2017	01	68582	00000188	GALLS, AN ARAMARK CO., LLC	600.83
06/23/2017	01	68583	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	621.00
06/23/2017	01	68584	00000952	GILBARCO INC.	525.00
06/23/2017	01	68585	00000817	GILMORE & ASSOCIATES, INC.	29,069.79
06/23/2017	01	68586	00000817	VOID	0.00 V
06/23/2017	01	68587	MISC-FIRE	GLEN ROETMAN	15.00
06/23/2017	01	68588	100000210	GREEN GUARD FIRST AID & SAFETY	219.10
06/23/2017	01	68589	MISC	HALFNOTE CARDS & GIFTS	75.03
06/23/2017	01	68590	00000114	HARLEYSVILLE MATERIALS, LLC	192.69
06/23/2017	01	68591	00000903	HOME DEPOT CREDIT SERVICES	591.48
06/23/2017	01	68592	00000318	INDUSTRIAL NAMEPLATE INC.	94.27
06/23/2017	01	68593	00000102	INTERSTATE BATTERY SYSTEMS OF	121.85

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/23/2017	01	68594	100000438	JENNIFER SHAFFER	119.00
06/23/2017	01	68595	100000066	JOE HALAY	280.00
06/23/2017	01	68596	MISC-FIRE	JOHN H. MOGENSEN	60.00
06/23/2017	01	68597	MISC-FIRE	JOHN H. MOGENSEN	60.00
06/23/2017	01	68598	00000257	JOHN R. YOUNG & COMPANY	2,131.20
06/23/2017	01	68599	MISC-FIRE	JON WASHINGTON	75.00
06/23/2017	01	68600	MISC-FIRE	JON WASHINGTON	60.00
06/23/2017	01	68601	00002046	JUMP START SPORTS	2,340.00
06/23/2017	01	68602	100000440	KATE DUFFY	31.00
06/23/2017	01	68603	00000571	LEE WAGNER	1,109.48
06/23/2017	01	68604	00906015	MAGIC BY STUART INC.	275.00
06/23/2017	01	68605	00001065	MAILLIE LLP	975.00
06/23/2017	01	68606	00000055	MARK MANJARDI	249.75
06/23/2017	01	68607	00000687	MARLANE GRAPHICS, INC.	75.00
06/23/2017	01	68608	MISC-FIRE	MARY NEWELL	100.00
06/23/2017	01	68609	MISC-FIRE	MARY NEWELL	90.00
06/23/2017	01	68610	100000314	MATT REIMEL	108.09
06/23/2017	01	68611	00000974	MCCARTHY AND COMPANY, PC	805.00
06/23/2017	01	68612	MISC-FIRE	MICHAEL D. SHINTON	15.00
06/23/2017	01	68613	MISC-FIRE	MICHAEL D. SHINTON	15.00
06/23/2017	01	68614	MISC-FIRE	MICHAEL SHEARER	45.00
06/23/2017	01	68615	MISC-FIRE	MICHAEL SHEARER	30.00
06/23/2017	01	68616	MISC-FIRE	MICHAEL SHEARER	15.00
06/23/2017	01	68617	MISC-FIRE	MIKE BEAN	30.00
06/23/2017	01	68618	MISC-FIRE	MIKE BEAN	30.00
06/23/2017	01	68619	100000113	MIKE GREER	1,500.00
06/23/2017	01	68620	00000326	MONTGOMERY COUNTY	48.48
06/23/2017	01	68621	00000315	MONTGOMERY COUNTY CONSORTIUM	25.00
06/23/2017	01	68622	100000419	NIKKI SISTRUN	104.00
06/23/2017	01	68623	00000356	NORTH WALES WATER AUTHORITY	507.55
06/23/2017	01	68624	00000356	NORTH WALES WATER AUTHORITY	174.50
06/23/2017	01	68625	00000356	NORTH WALES WATER AUTHORITY	189.75
06/23/2017	01	68626	00000356	NORTH WALES WATER AUTHORITY	252.55
06/23/2017	01	68627	00000356	NORTH WALES WATER AUTHORITY	12.00
06/23/2017	01	68628	00000270	NYCE CRETE AND LANDIS CONCRETE	312.94
06/23/2017	01	68629	00001125	NYCO CORPORATION	24.45
06/23/2017	01	68630	00001134	OFFICE DEPOT, INC	190.13
06/23/2017	01	68631	00902870	OLIVE LEIGHTON	30.00
06/23/2017	01	68632	00000597	PATRICIA A. GALLAGHER	525.86
06/23/2017	01	68633	MISC-FIRE	PAUL R. MOGENSEN	40.00
06/23/2017	01	68634	MISC-FIRE	PAUL R. MOGENSEN	80.00
06/23/2017	01	68635	00000397	PECO ENERGY	11,821.82
06/23/2017	01	68636	00000399	PECO ENERGY	9,285.83
06/23/2017	01	68637	00000595	PENN VALLEY CHEMICAL COMPANY	353.49
06/23/2017	01	68638	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	188.36
06/23/2017	01	68639	00000009	PETTY CASH	42.75
06/23/2017	01	68640	00000447	PETTY CASH - POLICE	121.06
06/23/2017	01	68641	MISC-FIRE	PHIL STUMP	30.00
06/23/2017	01	68642	MISC-FIRE	PHIL STUMP	45.00
06/23/2017	01	68643	00001171	PHILA OCCHEALTH/DBA WORKNET OCC	263.20
06/23/2017	01	68644	00000945	PIPERSVILLE GARDEN CENTER, INC.	271.58
06/23/2017	01	68645	00000345	PRINTWORKS & COMPANY, INC.	398.53
06/23/2017	01	68646	100000378	PUPPETS PIZZAZZ	200.00
06/23/2017	01	68647	MISC-FIRE	RACHEL GIBSON	30.00
06/23/2017	01	68648	MISC-FIRE	RACHEL TROUTMAN	60.00
06/23/2017	01	68649	MISC-FIRE	RACHEL TROUTMAN	115.00
06/23/2017	01	68650	00906102	READY REFRESH	294.41
06/23/2017	01	68651	00000228	REGAL CINEMEDIA CORP	1,708.00
06/23/2017	01	68652	00000430	REM-ARK ALLOYS, INC.	276.53
06/23/2017	01	68653	00000117	RIGGINS INC	948.06
06/23/2017	01	68654	00000115	RIGGINS, INC	1,534.00
06/23/2017	01	68655	00000741	ROBERT E. LITTLE, INC.	37.91
06/23/2017	01	68656	03214665	ROBERT GORDON	275.00
06/23/2017	01	68657	100000412	RODCHINE LUSANE	30.00
06/23/2017	01	68658	00002013	RR DONNELLEY	637.50
06/23/2017	01	68659	MISC-FIRE	RYAN CROUTHAMEL	30.00
06/23/2017	01	68660	MISC-FIRE	RYAN CROUTHAMEL	30.00
06/23/2017	01	68661	00000452	S&S WORLDWIDE	2,234.14
06/23/2017	01	68662	00000653	SCATTON'S HEATING & COOLING, INC.	613.00
06/23/2017	01	68663	MISC	SELLOL, INC.	19.19
06/23/2017	01	68664	100000411	SPENCER D. BORINE	105.00
06/23/2017	01	68665	00001394	STANDARD INSURANCE COMPANY	7,512.30
06/23/2017	01	68666	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	209.05
06/23/2017	01	68667	MISC-FIRE	STEVE SPLENDIDO	30.00
06/23/2017	01	68668	MISC-FIRE	STEVE SPLENDIDO	30.00

06/23/2017 01:17 PM
User: msanders
DB: Montgomery Twp

CHECK REGISTER FOR MONTGOMERY TOWNSHIP
CHECK DATE FROM 06/13/2017 - 06/26/2017

Page: 3/3

Check Date	Bank	Check	Vendor	Vendor Name	Amount
06/23/2017	01	68669	00000485	SYRENA COLLISION CENTER, INC.	750.00
06/23/2017	01	68670	00001783	THE HOMER GROUP	387.69
06/23/2017	01	68671	100000441	TITAN MOBILE SHREDDING, LLC	512.00
06/23/2017	01	68672	MISC-FIRE	TOM HUGUENIN	30.00
06/23/2017	01	68673	MISC-FIRE	TOM HUGUENIN	15.00
06/23/2017	01	68674	00001984	TRAFFIC PLANNING AND DESIGN, INC.	12,480.40
06/23/2017	01	68675	MISC-FIRE	TREVOR DALTON	30.00
06/23/2017	01	68676	MISC-FIRE	TREVOR DALTON	30.00
06/23/2017	01	68677	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68678	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68679	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68680	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68681	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68682	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68683	00001998	TROPIANO BUS COMPANY LLC	750.00
06/23/2017	01	68684	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68685	00001998	TROPIANO BUS COMPANY LLC	870.00
06/23/2017	01	68686	00001998	TROPIANO BUS COMPANY LLC	475.00
06/23/2017	01	68687	398	UNITED STATES TREASURY	696.08
06/23/2017	01	68688	00000040	VERIZON	139.99
06/23/2017	01	68689	00000040	VERIZON	38.49
06/23/2017	01	68690	00000040	VERIZON	100.74
06/23/2017	01	68691	MISC-FIRE	VINAY SETTY	180.00
06/23/2017	01	68692	MISC-FIRE	VINAY SETTY	180.00
06/23/2017	01	68693	MISC-FIRE	VINCE ZIRPOLI	180.00
06/23/2017	01	68694	MISC-FIRE	VINCE ZIRPOLI	60.00
06/23/2017	01	68695	00001329	WELDON AUTO PARTS	205.04
06/23/2017	01	68696	00001084	WITMER ASSOCIATES, INC.	126.02
06/23/2017	01	68697	100000229	YOUNG REMBRANDT'S BUXMOUNT - PA	720.00

01 TOTALS:

(3 Checks Voided)

Total of 173 Disbursements:

162,101.79

06/22/2017

Check List
For Check Dates 06/13/2017 to 06/26/2017

Check Date	Name	Amount
06/13/2017	CITY OF PHILADELPHIA	May Wage Tax Payment \$ 317.49
06/15/2017	BCG 401	401 Payment \$ 15,701.55
06/15/2017	BCG 457	457 Payment \$ 11,707.16
06/15/2017	PA SCDU	Withholding Payment \$ 1,415.64
06/15/2017	PBA	PBA Payment \$ 744.81
06/15/2017	UNITED STATES TREASURY	941 Tax Payment \$ 83,719.10
06/21/2017	STATE OF PA	State Tax Payment \$ 8,726.94
Total Checks: 7		\$ 122,332.69