

**RETIREMENT PLAN CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF UPLAND AND
SFG RETIREMENT PLAN CONSULTING, LLC
AMENDMENT #2**

In consideration of the mutual undertakings in this Amendment Agreement (“Amendment”) and for other good and valuable consideration, this agreement between the parties signing below amends the Existing Agreement as of August 27, 2020.

I. Recitals

Whereas, The City of Upland (“Client”) and SFG Retirement Plan Consulting, LLC (“SFGRPC”) entered into a Retirement Plan Consulting Services Agreement (“Existing Agreement”) effective October 1, 2018.

Whereas, The Client and SFGRPC subsequently amended the Existing Agreement via Amendment #1, updating the list of services provided by SFGRPC and the fee schedule, effective September 1, 2019.

Whereas, upon filing an amendment to the Articles of Organization with the California Secretary of State on August 27, 2020, the name of the advisor was changed from SFG Retirement Plan Consulting, LLC to Shuster Advisory Group, LLC (“Shuster”) (the “Name Change”);

Now, therefore, in connection with the Name Change, the Parties wish to amend the Existing Agreement as provided in this Amendment, and agree as follows:

II. Terms

1. The Existing Agreement is hereby amended by replacing all references to SFG Retirement Plan Consulting, LLC with Shuster Advisory Group, LLC (“Shuster”).
2. Section 3. (C) is amended to include in-plan guaranteed income annuity products as an Excluded Asset.
3. Section 7. (C) is added to the Existing Agreement as follows:

Shuster agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data (collectively “Data”) in its possession;

Shuster is not responsible for the assessment of systems and procedures of third parties for the protection of Data;

Shuster is not responsible for the actions by or the failure to act by Client, by other service providers, or by Plan participants to protect Data;

Shuster shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness or willful misconduct of an employee of Shuster.

4. APPENDIX B – FIDUCIARY SERVICES is amended to include the following at the end of the appendix:

LIMITATIONS ON FIDUCIARY SERVICES

Shuster shall not be responsible or liable for the recommendations of or services rendered by anyone other than Shuster. The ability to perform the above services is contingent upon the

rules, policies, processes, and responsiveness to our requests for information of Client, Plan Sponsor, Record Keeper(s), and/or Third-Party Administrator(s).

5. APPENDIX C – NON-FIDUCIARY SERVICES is amended to include the following at the end of the appendix:

LIMITATIONS ON NON-FIDUCIARY SERVICES

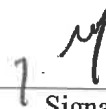
Shuster shall not be responsible or liable for the recommendations of or services rendered by anyone other than Shuster. Shuster and Client will work together to determine mutually agreed upon dates for the services above. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of Client, Plan Sponsor, Record Keeper(s), and/or Third-Party Administrator(s).

6. This Amendment and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the same jurisdiction as is the Existing Agreement.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

City of Upland

Shuster Advisory Group, LLC



Signature

Signature

Stephen Parker, Acting City Manager

Mark Shuster, Managing Member

Name, Title

Name, Title

5/24/21

5/20/2021

Date

Date