

Item 1 – Cover Page

Pension Consultants, Inc.

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Date of Brochure: March 2018

This brochure provides information about the qualifications and business practices of Pension Consultants, Inc. If you have any questions about the contents of this brochure, please contact Robert D. McCracken at 417-889-4918 or at RMcCracken@pension-consultants.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Pension Consultants is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for our firm name, Pension Consultants, Inc., or searching by our firm CRD number, which is **113914**.

*Registration as an investment advisor does not imply a certain level of skill or training.

Item 2 – Material Changes

Our last update of this brochure was in March 2017. Since our last update, we have made the following updates to this brochure:

1) In March 2018, we updated Item 4 – *Advisory Business* – to disclose our assets under management as of December 31, 2017.

We will ensure that you receive a summary of material changes, if any, to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31 so you will receive the summary of material changes, if any, no later than April 30 each year. At that time we will also offer a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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Item 4 – Advisory Business

Pension Consultants, Inc. is an investment advisor registered with the United States Securities and Exchange Commission (“SEC”) and is a corporation formed under the laws of the State of Missouri.

- The firm’s President is Brian Allen.
- The firm’s Executive Director is Cody Mendenhall.
- The firm’s Chief Compliance Officer is Robert D. McCracken.
- Pension Consultants has been registered as an investment advisor with the SEC since October 1999. Prior to its registration with the SEC, Pension Consultants was registered as an investment advisor with the State of Missouri.

Description of Primary Advisory Services

Pension Consultants, Inc.’s (hereafter referred to as “PCI” or “we”) focus is on providing advisory services to retirement plan sponsors and to individual participants holding assets in retirement plans. Below are descriptions of our retirement plan services and our RetireAdvisers® Consulting Services.

Retirement Plan Services

Our retirement plan services include the following:

3(38) CORE COMPLETE
3(21) CORE COMPLETE
ERISA COMPLETE
3(38) INVESTMENT COMPLETE
3(21) INVESTMENT COMPLETE
VENDOR SEARCH
VENDOR MONITORING
RETIREADVISERS® GUIDANCE NOW
RETIREADVISERS® PLAN PARTICIPANT
RETIREMENT PLAN AS NEEDED SERVICES

Separately PCI offers 3(38) Retirement Plan Management services to plans also receiving services from a Solicitor who is an independent Investment Advisor.

Clients are required to execute a services agreement for the provision of the selected retirement plan services. Below is a summary description of each of our retirement plan service offerings. Next to each service name below is an indication of whether the service falls into the category of Fiduciary Management, Fiduciary Consulting or Non-Fiduciary for purposes of Employee Retirement Security Act of 1974, as amended, (“ERISA”); this categorization is described below

under ERISA Disclosure. The service agreement provides additional details regarding the retirement plan services.

A. 3(38) CORE COMPLETE

The 3(38) CORE COMPLETE Services package is our most comprehensive services package providing Investment Management and includes the following:

- 1) Investment Management (Fiduciary Management)
- 2) Other Investment Services (Fiduciary Consulting)
- 3) ERISA Supervision & Guidance (Non-Fiduciary)
- 4) Participant Education (Non-Fiduciary)

B. 3(21) CORE COMPLETE

The 3(21) CORE COMPLETE Services package is our most comprehensive services package providing Investment Advice and includes the following:

- 1) Investment Oversight (Fiduciary Consulting)
- 2) Investment Supervision & Guidance (Fiduciary Consulting)
- 3) ERISA Supervision & Guidance (Non-Fiduciary)
- 4) Participant Education (Non-Fiduciary)

C. ERISA COMPLETE

The ERISA COMPLETE Services package is limited to the ERISA Supervision & Guidance services (Non-Fiduciary), which are also available as a component service of the CORE COMPLETE Services packages.

D. 3(38) INVESTMENT COMPLETE

The 3(38) INVESTMENT COMPLETE Services package is limited to the Investment Management services (Fiduciary Management), Other Investment services (Fiduciary Consulting), which are also available as component services of the 3(38) CORE COMPLETE Services package.

E. 3(21) INVESTMENT COMPLETE

The 3(21)Investment COMPLETE Services package is limited to the Investment Oversight (Fiduciary Consulting) and the Investment Reporting and Consultation (Fiduciary Consulting), which are also available as component services of the 3(21) CORE COMPLETE Services package.

F. VENDOR SEARCH (Non-Fiduciary)

G. VENDOR MONITORING (Non-Fiduciary)

H. RETIREADVISERS® GUIDANCE NOW (Non-Fiduciary)

The RETIREADVISERS® GUIDANCE NOW Services package is for the provision of educational services to plan participants.

I. RETIREADVISERS® PLAN PARTICIPANT (Fiduciary Consulting)

The RETIREADVISERS® PLAN PARTICIPANT Services package provides plan participants with individualized advice about retirement plan investments.

J. RETIREMENT PLAN AS NEEDED SERVICES

The RETIREMENT PLAN AS NEEDED SERVICES package is for the provision of consultations from PCI in response to particular requests made by a client to address specific areas of concern identified by the client.

K. 3(38) Retirement Plan Management Services

The 3(38) Retirement Plan Management Services package is offered only in conjunction with a Solicitor who is an independent Investment Adviser also providing services to the Plan:

- 1) Investment Management (Fiduciary Management)
- 2) Other Investment Services (Fiduciary Consulting)
- 3) ERISA Supervision & Guidance (Non-Fiduciary)
- 4) Participant Education Materials and Reporting (Non-Fiduciary)
- 5) Vendor Monitoring (Non-Fiduciary)

RetireAdvisers® Consulting Services

Our RetireAdvisers® Consulting Services include the following:

Retirement COMPLETE Services

RetireAdvisers® As Needed Services

Clients are required to execute a services agreement for the provision of the selected RetireAdvisers® Consulting Services. The services agreement provides details regarding the services to be provided. A summary description of the service offerings for the RetireAdvisers® Consulting Services is provided below.

A. RETIREMENT COMPLETE SERVICES

The Retirement COMPLETE Services include the following:

- 1) Investment Oversight
- 2) Retirement Planning Guidance

The scope and frequency of the component services for the RetireAdvisers® Consulting Services package are based upon the client's total portfolio value.

B. RETIREADVISERS® AS NEEDED SERVICES

RetireAdvisers® As Needed Services provide consultation when the client needs limited advisory services in reply to a particular area of concern. For the RetireAdvisers® As Needed Services, the client is responsible for identifying the specific areas of concern that the client would like PCI to address.

ERISA Disclosure

Services provided by PCI for retirement plans covered by ERISA will be identified as Fiduciary Management Services, Fiduciary Consulting Services or Non-Fiduciary Services in the Schedule(s) to the services agreement.

For services categorized as Fiduciary Management Services, PCI will act as the Investment Manager as defined by Section 3(38) of ERISA. When providing Fiduciary Management Services, PCI's services include discretionary authority to make investment decisions over assets of a retirement plan. PCI acknowledges that it is a fiduciary with respect to its exercise of investment decisions over these assets of a retirement plan. PCI acknowledges that in performing Fiduciary Management, PCI is acting as a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 ("ERISA"). PCI will act in a manner consistent with the requirements of a fiduciary under ERISA for all services for which PCI is considered a fiduciary under ERISA.

For services categorized as Fiduciary Consulting Services, all recommendations of investment options and portfolios will be submitted to the client for the client's ultimate approval or rejection. For Fiduciary Consulting Services, the retirement plan sponsor client or the plan participant who elects to implement any recommendations made by PCI is solely responsible for implementing all transactions. Fiduciary Consulting Services are not management services, and PCI does not serve as administrator or trustee of the retirement plan. PCI does not act as custodian for any client account or have authority to initiate third-party disbursements of client funds or securities with the exception of, for some accounts, having written authorization from the client to deduct our fees.

PCI acknowledges that in performing Fiduciary Consulting Services or otherwise providing investment advice related to assets of a retirement plan covered by ERISA, PCI is acting as a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 ("ERISA"). PCI will act in a manner consistent with the requirements of a fiduciary under ERISA for all services for which PCI is considered a fiduciary under ERISA. If a retirement plan has elected to receive Fiduciary Consulting Services and not Fiduciary Management Services, PCI (a) has no responsibility and will not (i) exercise any discretionary authority or discretionary control respecting management of Client's retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of Client's retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of Client's retirement plan or the interpretation of Client's retirement plan documents, (b) is not an "investment manager" as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the "Administrator" of Client's retirement plan as defined in ERISA.

Although an investment advisor is considered a fiduciary under the Investment Advisers Act of 1940 and required to meet the fiduciary duties as defined by the Advisers Act, the retirement plan services that are identified as Non-Fiduciary should not be considered fiduciary services for the purposes of ERISA since PCI is not acting as a fiduciary to the Plan as the term “fiduciary” is defined in Section 3(21)(A)(ii) of ERISA. The exact suite of services provided to a client will be listed and detailed in the Retirement Plan Services Agreement and accompanying Schedule(s).

To the extent required by ERISA Regulation Section 2550.408b-2(c), PCI will disclose any change to the information that we are required to disclose under ERISA Regulation Section 2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which PCI is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable).

In accordance with ERISA Regulation Section 2550.408b-2(c)(vi)(A), PCI will disclose within thirty (30) days following receipt of a written request from the responsible plan fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable) all information related to the Retirement Plan Services Agreement and any compensation or fees received in connection with that Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.

If PCI makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), PCI will disclose to the client the correct information as soon as practicable, but no later than thirty (30) days from the date on which PCI learns of such error or omission.

Newsletters

PCI occasionally prepares general, educational and informational newsletters. Newsletters are always offered on an impersonal basis and do not focus on the needs of a specific individual.

Limits Advice to Certain Types of Investments

PCI provides investment advice on the following types of investments:

- No-Load (i.e. no trading fee) and Load-Waived (i.e. trading fee waived) Mutual Fund Shares
- Exchange-listed securities (i.e. stocks)
- Securities traded over-the-counter (i.e. stocks)
- Fixed income securities (i.e. bonds)
- Closed-End Funds and Exchange Traded Funds (ETFs)
- Corporate debt securities (other than commercial paper)
- Certificates of deposit

- Municipal securities
- Variable annuities
- United States government securities

PCI does not provide advice on foreign issues, warrants, commercial paper, options contracts on commodities, futures contracts on tangibles or intangibles, interests in partnerships investing in oil and gas interests, or hedge funds and other types of private (i.e. non-registered) securities. *(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)*

No Participation in Wrap Fee Programs

A wrap fee program is defined as any advisory program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisors) and the execution of client transactions. In traditional management programs, advisory services are provided for a fee but transaction services are billed separately on a per-transaction basis. In wrap-fee programs, advisory services and transaction services are provided for one fee. Advisor does not act as a portfolio manager of or sponsor wrap fee programs.

Tailor Advisory Services to Individual Needs of Clients

PCI services are always provided based on the individual needs of each client. This means, for example, that clients are given the ability to impose restrictions on any accounts PCI advises on, including specific investment selections and sectors. PCI works with each client on a one-on-one basis through interviews and questionnaires to determine the client's investment objectives and suitability information.

Client Assets Managed by Pension Consultants

As of December 31, 2017 Pension Consultants, Inc. has \$1,121,095,615 of assets under management on a discretionary basis and \$2,295,567,552 of assets under management on a non-discretionary basis for a total of \$3,416,663,167.

Item 5 – Fees and Compensation

Fees for Retirement Plan Services

For the Retirement Plan Services provided by PCI, clients will be charged a fee as described in the applicable Schedule(s). Fees will begin on the later of the effective date of the services agreement or the 15th day following the date the client signs the agreement (execution date). Fees are charged in advance at the beginning of each calendar quarter unless the client is receiving hourly or project services or being billed in arrears under the terms of their service Schedule. Payments for services are due within thirty (30) days after the quarter end. PCI may impose a service charge up to 18% annualized, charged monthly, not to exceed the maximum allowable by Missouri law on late payments.

PCI will not be compensated based on capital gains or capital appreciation of the funds held by the Plan. PCI will not maintain custody of any Plan assets. Clients will authorize any qualified custodian that maintains custody of the Plan's assets to automatically deduct all fees owed to PCI from the Plan's assets and to pay such fees directly to PCI when they are due.

Fees are prorated (based on the number of days services will be provided) for partial billing periods. If services begin other than on the first day of the quarter, the prorated fee for the initial partial quarter will be calculated on the total plan(s) value on the last day of that initial calendar quarter, billed in arrears, and prorated from the effective date of the Agreement. The initial prorated fee for the initial partial quarter's services will be billed at the same time as the first full quarter's fees are billed in advance.

If PCI cannot determine the value of the investments at quarter end, it will request the amount in writing from the client. If the client does not respond within fifteen (15) days, PCI will calculate the fee using the last known valuation. If this option is utilized by PCI, once the quarter end values are determined the true quarter end fee will be calculated and a subsequent correction, whether an additional fee is to be charged or credit given, will be made on the next quarter's invoice.

PCI believes that its annual fee is reasonable in relation to: the services provided and the fees charged by other retirement plan consultants, including investment advisors, offering similar services/programs. However, PCI's annual Service Fee may be higher or lower than that charged by other consultants offering similar services and programs. In addition to PCI's compensation, clients will incur charges imposed at the investment level (e.g., mutual fund advisory fees and other fund expenses) and charges imposed by the Plan's custodian and Third-Party Administrator (if applicable). A description of mutual fund fees and expenses are available in each mutual fund prospectus.

The Plan's custodian or the Third-Party Administrator to the Plan will send statements to the Plan, at least quarterly, showing all disbursements from the Plan, including, if applicable, the amount of the fee paid to PCI directly from the Plan and when such fee is deducted directly from the Plan. Any discrepancies between fee billing notices received from PCI and the statements received from the Plan custodian or Third-Party Administrator should be immediately reported to PCI and/or to the issuer of the account statements (the Plan custodian or Third-Party Administrator).

Brokerage commissions and/or transaction ticket fees charged by the custodian will be billed directly to the client by the custodian. PCI will not receive any portion of such brokerage commissions or transaction fees from the custodian or the client.

The fees charged by PCI are in addition to other costs charged by third parties for custodial, legal, accounting, or record keeping tasks. In addition, the client may incur certain charges imposed by third parties other than PCI in connection with investments made through the Plan, including but not limited to, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, and qualified retirement plan fees.

PCI does not reasonably expect to receive any other compensation, direct or indirect, for its services. If PCI receives any other compensation for such services, PCI will (i) offset that compensation against its stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to the client.

The Retirement Plan Services may be terminated by either party at any time without penalty upon receipt of thirty (30) days written notice of termination. There is no penalty or “termination fee” for the termination of services. If either party terminates the services during a billing quarter, the client will be charged a pro-rated fee based on the number of days that services were provided and if PCI has received fees in advance, PCI will promptly issue a pro-rated refund to the client. Upon termination of the Retirement Plan Services, PCI will have no obligation to recommend or take any action with regard to the Plan. If the client terminates the Retirement Plan Services **within** fifteen (15) days of signing the Retirement Plan Services Agreement, the client shall receive a **full refund** of all consulting fees. If the Retirement Plan Services Agreement is terminated **after** fifteen (15) days from the date of signing the Agreement, then any prepaid consulting fees shall be **prorated** and the unused portion shall be returned to the client.

A. FEES FOR 3(38) CORE COMPLETE, 3(21) CORE COMPLETE and 3(38) Retirement Plan Management services

The fees charged for 3(38) CORE COMPLETE, 3(21) CORE COMPLETE and 3(38) Retirement Plan Management services are billed in advance each calendar quarter, calculated based on the total fair market value of the plan on the last day of the prior quarter, and are charged according to the following schedule:

<u>Tier Level</u>	<u>Asset Size</u>	<u>All Years</u>	
1	First \$10,000,000	0.270%	
2	Next \$15,000,000	0.120%	
3	Next \$25,000,000	0.080%	
4	Next \$25,000,000	0.040%	
5	Next \$25,000,000	0.030%	
6	Over \$100,000,000	0.000%	Maximum asset based fee is \$82,500

A total minimum fee of \$13,500 is required for 3(38) CORE COMPLETE, 3(21) CORE COMPLETE and 3(38) Retirement Plan Management services.

B. FEES FOR ERISA COMPLETE

The fees charged for ERISA COMPLETE services are as follows and billed on a quarterly basis:

<u>Tier Level</u>	<u>Total Plan(s) Value</u>	<u>Fixed Annual Fee</u>
1	\$0 – 10,000,000	\$11,000
2	\$10,000,001 – 25,000,000	\$13,750
3	\$25,000,001 – 50,000,000	\$21,500
4	\$50,000,001 – 75,000,000	\$23,000
5	\$75,000,001 – 100,000,000	\$31,000
6	Over \$100,000,000	\$36,000

C. FEES FOR 3(38) INVESTMENT COMPLETE AND 3(21) INVESTMENT COMPLETE services

The fees charged for 3(38) Investment COMPLETE and 3(21) Investment COMPLETE services are billed in advance each calendar quarter, calculated based on the total fair market value of the plan on the last day of the prior quarter, and are charged according to the following schedule:

<u>Tier Level</u>	<u>Asset Size</u>	<u>All Years</u>	
1	First \$10,000,000	0.170%	
2	Next \$15,000,000	0.070%	
3	Next \$25,000,000	0.040%	
4	Next 10,000,000	0.030%	
5	Over \$60,000.000	0.000%	Maximum asset based fee is \$40,500

A total minimum fee of \$8,500 is required for Investment COMPLETE Services.

D. FEES FOR VENDOR SEARCH

The Base Vendor Search fee is \$8,900.

The Base Vendor Search fee will be billed as follows: 50% of the Total Cost will be due as of the effective date specified in the executed Vendor Search Schedule and the remaining portion will be due at the earlier of six (6) months after the effective date of the Vendor Search Schedule or the completion of the Vendor Search project. The service will be deemed to be complete when the search findings report has been delivered to the client. Any work performed for the Vendor Search project that is not outlined in the Schedule will be billed monthly. For purposes of determining the amount of the prorated consulting fees to be refunded to the client in the event that the Vendor Search services are terminated by either party prior to completion of the requested services, each of the 4 services defined in the contract will represent 25% of the Base Vendor Search total service fee. Therefore, for each service listed for which the client has prepaid and that is not completed by PCI at the date of termination, PCI will promptly issue a refund calculated as 25% of the total Base Vendor Search Fee. The client will be responsible for promptly paying any outstanding balance due, if a balance exists, by prorating the services at termination under this same method.

E. FEES FOR VENDOR MONITORING

Annual Fee: Annual fees are assessed based on the number of plans monitored at a specific record keeper. The initial plan is \$4,500 annually per record keeper. Multiple record keepers for a plan will result in a \$4,500 annual fee per record keeper. Each additional plan with the same record keeper is an additional \$2,250 annually.

In the first calendar year of the Vendor Monitoring engagement, the Annual Fee will be divided equally for the remaining calendar quarter(s) and billed in advance via invoice each calendar quarter. A calendar year is defined as January 1st through December 31st. In subsequent years, 1/4 of the annual fee will be billed in advance via invoice each calendar quarter. The full annual service is considered delivered once the VMR is presented to the committee. If either

party terminates a Vendor Monitoring schedule and the service has not yet been delivered, all time expended by PCI up to the date of termination will be calculated at the consultants hourly rate and the corresponding fee will be deducted from fees paid in advance by Client; under no circumstances will the hourly fee for such early termination exceed the Annual Fee. The final invoice will be forwarded to Client for payment. Any refund due to Client will be promptly issued by PCI. If the service has been delivered, no refund shall be issued.

F. FEES FOR RETIREADVISERS® GUIDANCE NOW

The fee charged for the RETIREADVISERS® GUIDANCE NOW service is calculated on a calendar year basis using the following formula:

Eight (8) base hours plus one twelfth ($1/12$ or .083) of an hour for each participant with an account balance. Both active and terminated employees with an account balance are included as participants.

For the first calendar year that this service is provided, the number of hours will be based upon the number of participants as of the date the client executes the Retirement Plan Services Agreement and Schedule F- RETIREADVISERS® GUIDANCE NOW. The number of hours is prorated for the time remaining in the calendar year, rounded to the nearest month. Each subsequent calendar year, the number of participants with balances is determined as of December 31st of the previous year. For CORE COMPLETE clients, the number of hours billed is reduced by any remaining Participant Education hours at the time of the billing period. The fees billed for the RETIREADVISERS® GUIDANCE NOW service are billed in accordance with the terms stipulated in Retirement Plan Services Agreement.

The RETIREADVISERS® GUIDANCE NOW hours calculated according to the formula stated above are charged at the following rates:

Annual Hours Calculated	Hourly Rate
1-25	\$158
26-50	\$131
51-100	\$116
101-250	\$100
251-500	\$84
501+	\$68

G. FEES FOR RETIREADVISERS® PLAN PARTICIPANT

The fees charged for RETIREADVISERS® PLAN PARTICIPANT services are comprised of 2 components, including 1) a fixed Set-up Fee of \$25 per executed participant service agreement; and 2) hourly fees charged for investment advice per the executed participant service agreement. Each component of the fee may be billed either to the Plan Sponsor Client or to an individual plan participant. Fees are billed in arrears on a quarterly basis when charged to the Plan Sponsor Client, and billed upon completion of the service when charged to an individual plan participant. PCI's hourly consulting fees vary based upon the nature and complexity of each plan participant's circumstances, as well as the individual conducting the work. Hourly fees are charged in quarter hour increments and the actual hourly rate charged is specified in the executed RETIREADVISERS® PLAN PARTICIPANT Schedule accompanying the

Retirement Plan Services Agreement. Additionally, each individual plan participant receiving RETIREADVISERS® PLAN PARTICIPANT services will be required to complete a Risk Profile and Services Agreement that provides a description of the services and fees provided to the plan participant.

H. FEES FOR RETIREMENT PLAN AS NEEDED SERVICES

Fees for RETIREMENT PLAN AS NEEDED SERVICES are generally quoted on an hourly rate, which is dependent upon the nature of the services and the position and skill of the person performing the work. Hourly rates are between \$68 - \$290 per hour. Alternatively, the fee may be quoted on a project basis.

Hourly fees are charged in quarter hour increments. If the requested RETIREMENT PLAN AS NEEDED SERVICES are expected to exceed three (3) hours, PCI will provide an estimate of the number of hours to complete the consulting after the client has provided information to PCI identifying a particular issue or issues for which the client is requesting the advice or consultation of PCI. If PCI anticipates exceeding the estimated amount of hours required, PCI will contact the client to receive the client's written authorization to provide additional services. The fee for such additional services will be billed monthly after the work is completed and is due within thirty (30) days of receipt of the billing invoice unless through another Schedule, the client is being billed quarterly, in which case, the fee for the RETIREMENT PLAN AS NEEDED SERVICES will be billed each quarter after the work is completed and is due within thirty (30) days after the quarter end.

If the fee for RETIREMENT PLAN AS NEEDED SERVICES is quoted on a project basis, PCI will receive the client's written authorization prior to providing any consultation that will incur project fees. The fee quoted on a project basis will be billed monthly after the work is completed and is due within thirty (30) days of receipt of the billing invoice unless through another Schedule, the client is being billed quarterly, in which case the fee for RETIREMENT PLAN AS NEEDED SERVICES will be billed each quarter after the work is completed and is due within thirty (30) days after the quarter end.

Fees for RetireAdvisers® Consulting Services

For the RetireAdvisers® Consulting Services provided by PCI, clients will be charged a fee as described in the applicable Schedule(s). Asset based fees are charged at the beginning of each calendar quarter in advance of the work being completed and are calculated on the total value of account(s)* on the last day of the previous quarter and are due within thirty (30) days of each quarter end.

Fees charged by PCI will not be based on the capital gains or the capital appreciation of the client's account(s). The client will notify PCI within ten (10) days of receipt of an invoice if the client disputes any billing entry. PCI's advisory fee may be higher or lower than that charged by other consultants offering similar services and programs.

The fees reflect all time spent by PCI gathering and compiling the client's information, conferring with the client, and/or any other activities directly associated with carrying out PCI's obligations under the services agreement. At its discretion, PCI may impose a service charge up to 18% annualized, charged monthly, not to exceed the maximum allowable by Missouri law on late

payments. The fees charged by PCI, whether they are based on a percentage of assets, hourly, or charged on a per-project basis, are in addition to other costs charged by third parties for custodial, legal, or accounting tasks.

All fees paid to PCI for consulting services are separate and distinct from the commissions charged by a broker-dealer and separate from asset management fees charged by an investment advisor if the client has elected to implement PCI's recommendations through an investment advisor that is not affiliated with PCI.

If PCI cannot determine the value of the investments at quarter end, it will request the amount in writing from the client. If the client does not respond within fifteen (15) days, PCI will calculate the fee using the last known valuation. If this option is utilized by PCI, once the quarter end values are determined the true quarter end fee will be calculated and a subsequent correction, whether an additional fee is to be charged or credit given, will be made on the next quarter's invoice.

Fees are prorated (based on the number of days services will be provided) for partial billing periods. If services begin other than on the first day of the quarter, the prorated fee for the initial partial quarter will be calculated on the total account(s) value on the last day of that initial calendar quarter, billed in arrears, and prorated from the effective date of the Schedule, or from 15 days after its execution if no effective date is indicated. The initial pro-rated fee for the initial partial quarter's services will be billed at the same time as the first full quarter's fees are billed in advance.

PCI does not reasonably expect to receive any other compensation, direct or indirect, for its services. If PCI receives any other compensation for such services, PCI will (i) offset that compensation against its stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to the client.

If any additional services are required beyond those detailed in the appropriate Schedule, those services must be approved by the client in writing. For additional services provided on an hourly basis, the hourly rate will vary upon the nature of the services and the position and expertise of the person performing the work. Hourly rates are between \$68 - \$290 per hour. Those additional services will be billed each quarter after the work is completed and the fees are due within thirty (30) days after the quarter end. Client will authorize any broker/dealer or mutual fund sponsor who maintains custody of the client's assets to automatically deduct all fees owed to PCI from the client's account(s) then held in their custody and to pay such fees directly to PCI when they are due.

The Retirement COMPLETE Services may be terminated by either party at any time without penalty upon receipt of thirty (30) days written notice of termination. There is no penalty or "termination fee" for the termination of services. If either party terminates the services during a billing quarter, the client will be charged a pro-rated fee based on the number of days that services were provided on the total account(s) value as of the previous quarter end and if PCI has received fees in advance, PCI will promptly issue a pro-rated refund to the client. If the

client terminates the Retirement COMPLETE Services within fifteen (15) days of executing the services agreement, the client will receive a full refund of PCI's advisory fees.

If the client terminates the RetireAdvisers® As Needed Services, the Client will be responsible for immediate payment of any consulting work performed by PCI prior to PCI's receipt of the client's notice of termination. PCI will issue a final invoice to the client. For consulting charged under an hourly arrangement, the client will pay PCI for any hourly fees incurred at the rates described in RetireAdvisers® As Needed Services Schedule. For consulting charged under a fixed fee arrangement, the client will pay for the hours worked by PCI multiplied by the hourly rate \$263. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees invoiced, PCI will refund those remaining proceeds to the client.

Upon termination of RetireAdvisers® Consulting Services, PCI will have no obligation to recommend or take any action with regard to the portfolio. If the client terminates the RetireAdvisers® Consulting Services **within** fifteen (15) days of signing the RetireAdvisers® Consulting Services Agreement, the client shall receive a **full refund** of all consulting fees. If the RetireAdvisers® Consulting Services is terminated **after** fifteen (15) days from the date of signing the Agreement, then any prepaid consulting fees shall be **prorated** and the unused portion shall be returned to the client.

Rollover IRA Compensation Conflict of Interest Disclosure

PCI or its associated persons may recommended to individual clients the rollover of client's retirement plan assets to an IRA. This creates a potential conflict of interest if PCI is also the adviser for the retirement plan because PCI's compensation may increase if the client rolls funds out of the retirement plan into an IRA managed by PCI. It is the express policy of PCI that all persons associated in any manner with the firm must place the interests of our clients ahead of their own when implementing rollover recommendations. PCI and its associated persons shall compare and contrast the options available when considering rolling over retirement plan assets to an IRA. This will be documented on a form and signed by the client.

A. FEES FOR RETIREMENT COMPLETE SERVICES

The fees charged for RetireAdvisers® Consulting Services are billed in advance of the work being completed and are calculated on the total value of account(s)* on the last day of the previous quarter and are due within thirty (30) days of each quarter end, and calculated according to the following schedule:

Engaged Assets*	Up to \$500,000	\$500,001 - \$1,000,000	\$1,000,001- \$1,500,000	\$1,500,001- \$2,000,000	\$2,000,001- \$2,500,000	\$2,500,001- \$3,000,000	\$3,000,001- \$4,000,000	Over \$4,000,000
Fee Schedule	\$6,500	Plus 0.600%	Plus 0.500%	Plus 0.400%	Plus 0.400%	Plus 0.300%	Plus 0.150%	Plus 0.050%

*Accounts are identified by being listed on Client's Authorization to Debit Fees from My Account form including, but not limited to, all marketable securities, mutual fund shares, certificates of

deposit, limited partnerships, unit investment trust shares, and amounts invested in variable annuity and variable insurance products.

B. FEES FOR RETIREADVISERS® AS NEEDED SERVICES

Fees for RetireAdvisers® As Needed Services may be charged on an hourly or fixed fee basis. Hourly fees will be charged in quarter hour increments and the hourly rate charged will be determined based on the nature and complexity of the client's circumstances, as well as the individual conducting the requested consulting services. Hourly rates are between \$68 - \$290 per hour. PCI will estimate the total number of hours needed to complete the requested consulting services and if PCI anticipates exceeding the estimated amount of hours required, PCI will contact the client to receive authorization to provide additional services.

Newsletters

Newsletters are provided to clients and prospective clients free of charge.

Proxy Consulting and Research Services

PCI also offers consulting and research services to Pension and Profit Sharing Plan Sponsor clients to assist them in managing and fulfilling their proxy voting responsibilities. Our Proxy Consulting and Research Services are offered solely for plan assets invested in mutual funds. Clients may contract with us to develop appropriate proxy policies and procedures, including among other things, compliance with the plans written statement of investment and / or proxy policy, delegation of proxy voting authority, procedures for monitoring mutual fund governance, proxy voting research and consultation.

Our services, however, do not include the voting of proxies.

FEES: Proxy Consulting and Research Services are generally quoted on an hourly rate which is dependent upon the nature of the services and the position and expertise of the person performing the work. Hourly rates are between \$68 - \$290 per hour. Alternatively, the fee may be quoted on a project basis. Both hourly and project work will be billed on a quarterly basis, in arrears, for 3(38) CORE COMPLETE, 3(21) CORE COMPLETE, 3(38) Investment COMPLETE, 3(21) Investment COMPLETE, and ERISA COMPLETE clients. Other clients will be billed monthly, in arrears.

At our discretion, charges for the Proxy Consulting and Research Services are negotiable for engagements that are significant in volume or scope, and charges also may be discounted for first time clients of this service.

PCI will never hold client funds greater than \$500 for more than six months in advance of completion of the services rendered.

Item 6 – Performance-Based Fees and Side-By-Side Management

Item 6 is not applicable to PCI. PCI does not charge or accept performance-based fees. Performance-based fees are fees based on a share of capital gains on or capital appreciation of the assets held within a client's account.

Item 7 – Types of Clients

Pension Consultants generally provides investment advice to the following types of clients:

- Individuals
- High-Net Worth Individuals
- Pension and profit sharing plans
- Trusts, estates or charitable organizations

All clients are required to execute an agreement for services in order to establish a client arrangement with PCI.

Minimum Investment Amounts Required

3(38) CORE COMPLETE, 3(21) CORE COMPLETE, 3(38) Investment COMPLETE, 3(21) Investment COMPLETE, 3(38) Retirement Plan Management and ERISA COMPLETE: PCI requires a minimum annual fee of \$13,500 for its 3(38) CORE COMPLETE, 3(21) CORE COMPLETE and 3(38) Retirement Plan Management services, \$8,500 for its 3(38) Investment COMPLETE and 3(21) Investment COMPLETE services, and \$11,000 for its ERISA COMPLETE services. These minimum fees may prevent PCI from rendering its services to the sponsors of smaller plans.

RetireAdvisers® Plan Participant: PCI will charge an account set-up fee of \$25 for each plan participant at the time the Participant's service agreement is received by PCI. PCI's account set-up fees are non-negotiable. This fee is payable by either the Plan Sponsor or the Participant as agreed upon in the service agreement.

RetireAdvisers® Retirement COMPLETE: PCI requires a minimum annual fee of \$6,500 for RetireAdvisers® Retirement COMPLETE. This minimum fee may prevent PCI from providing these services to clients whose accounts are less than \$500,000 in assets. PCI retains the discretion to reduce the minimum annual fee.

Item 8 – Methods of Analysis and Risk of Loss

PCI's primary evaluation focus is on analysis of money managers, with a secondary focus on analysis of individual securities. PCI established internal philosophical and investment level principles intended to guide the investment advice that is provided. PCI's philosophical and investment level principles are available upon request.

PCI may use the following methods of analysis in formulating investment advice:

Charting - The set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

Cyclical. Analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins, and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

Fundamental. A method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

Technical. A method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Risk of Loss

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities.

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – Investments in an ETF or mutual fund bear additional expenses based on the pro rata share of the ETFs or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.

- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

Item 9 – Disciplinary Information

Item 9 is not applicable to this Disclosure Brochure because there are no legal or disciplinary events in the past 10 years that are material to a client's or prospective client's evaluation of our business or integrity.

Item 10 – Other Financial Industry Activities and Affiliations

PCI is **not** and does **not** have a related company that is a (1) broker/dealer, municipal securities dealer, government securities dealer or broker, (2) investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), (3) other investment advisor or financial planner, (4) futures commission merchant, commodity pool operator, or commodity trading advisor, (5) banking or thrift institution, (6) accountant or accounting firm, (7) lawyer or law firm, (8) insurance company or agency, (9) pension consultant, (10) real estate broker or dealer, or (11) sponsor or syndicator of limited partnerships.

OTHER BUSINESS ACTIVITIES

PCI is a SEC registered investment advisor. As discussed above, PCI provides a broad range of services to pension and profit sharing plans, their sponsors, plan participants, and other individuals and families.

Certain of these services, including PCI's ERISA and Vendor Services, do not involve the giving of investment advice. Vendor Services includes a broad range of services to assist pension and profit sharing plan sponsors to identify and evaluate third-party vendors that will provide necessary support services to the plan. The fees charged for such services are separate and distinct from the advisory fees earned by PCI. No client is obligated to utilize PCI for this service, nor is any non-advisory client obligated to utilize the advisory services of PCI.

As part of its service to clients, PCI will from time to time recommend that clients purchase or sell securities, including stocks, bonds, mutual funds and variable insurance and annuities. Although clients of PCI ultimately decide how to implement these recommendations related persons of PCI may facilitate the implementation of the recommendations with the client's custodian.

PCI retains individuals on its staff who are separately licensed as attorneys, however, PCI is not a law firm. As is defined by the bodies governing law practice within the states in which PCI does business, PCI does not engage in the unauthorized practice of law; PCI does not provide legal services; and PCI does not provide the protections that would be allotted to persons engaged in

an attorney-client relationship. If assistance is needed in making legal determinations, counsel in the appropriate jurisdiction should be retained, and Pension Consultants may continue to provide consulting services, if needed.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics Summary

PCI has adopted a Code of Ethics that sets forth high ethical standards of business conduct that PCI requires of its employees, including compliance with applicable federal securities laws. Our Code of Ethics also includes policies and procedures for the review of quarterly securities transaction reports as well as initial and annual securities holdings reports that must be submitted by PCI's covered persons. Among other things, PCI's Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our Code also includes oversight, enforcement and recordkeeping provisions. A copy of PCI's Code of Ethics is available to PCI's advisory clients upon request to the Chief Compliance Officer at PCI's principal office address.

Affiliate and Employee Personal Securities Transactions Disclosure

PCI or its associated persons may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of PCI that all persons associated in any manner with the firm must place the interests of our clients ahead of their own when implementing personal investments. PCI and its associated persons shall not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of his/her employment unless the information is also available to the investing public upon reasonable inquiry. In order to minimize this conflict of interest, securities recommended by PCI are widely held and publicly traded.

Item 12 – Brokerage Practices

Clients are under no obligation to act on the financial planning recommendations of PCI. If the firm assists in the implementation of any recommendations, PCI is responsible to ensure that the client receives the best execution possible.

Brokerage Recommendations

For compliance and operational efficiencies, PCI has decided to recommend our individual clients use broker/dealers and other qualified custodians determined by PCI. Clients are under no obligation to act on our recommendations. Clients may select a broker/dealer or account custodian other than those PCI uses, although this may limit PCI's ability to deliver some services, including implementing recommendations. Individual clients should understand that not all investment advisors require the use of a particular broker/dealer or custodian. Some

investment advisors allow their clients to select whichever broker/dealer the client decides. By recommending clients use a particular broker/dealer, PCI may not achieve the most favorable execution of client transactions and recommending the use of specific broker/dealers may cost clients more money than if the client used a different broker/dealer or custodian.

Handling Trade Errors.

PCI has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of PCI to correct trade errors in a manner that is in the best interest of the client. In all situations where the client does not cause the trade error, the client will be made whole and any loss resulting from the trade error will be absorbed by PCI if the error was caused by the firm. If the error is caused by the broker/dealer or custodian, the broker/dealer or custodian will be responsible for handling the trade error. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction.

Block Trading Policy

Transactions implemented by PCI for client accounts are generally effected independently, unless the firm decides to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by the firm when PCI believes such action may prove advantageous to clients. PCI does not aggregate orders as our advice is customized to each client and typically limited to mutual fund holdings.

Item 13 – Review of Accounts

Account Reviews and Reports

Clients are strongly urged to compare any reports received from PCI against their brokerage account statements received from the account custodian. Discrepancies between the reports received from PCI and the statements received from the account custodian should be reported to Advisor and the account custodian immediately.

3(38) CORE COMPLETE, 3(21) CORE COMPLETE, 3(38) Investment COMPLETE, 3(21) Investment COMPLETE and 3(38) Retirement Plan Management

INVESTMENT REVIEWS: These plan sponsor clients will receive a thorough review of the investments in their plan's lineup no less than quarterly. The review will compare actual return and risk performance with the stated objectives and standards outlined in the plan sponsor client's Investment Policy Statement. If those standards are not met it will be reflected in the client's quarterly report. Investments on the PCI buy and coverage list will have a more in-depth

review performed for the purpose of determining if the investment should be retained or replaced. New recommendations of investment options will be made from PCI's current buy list to Client based upon the criteria outlined in the IPS. Clients may also contract with PCI for more frequent reviews or to conduct investment research on investments outside of PCI's coverage or buy list.

The Investment Committee of PCI will determine the investment changes for PCI's buy and coverage list. The PCI Investment Consultant will implement fund changes for plans under PCI's discretion and investment recommendations for a client's plan not under PCI's discretion from the PCI buy list. See Item 16 below for additional information.

REPORTS: Clients are provided detailed reports listing: account values, comparison data, charts, research materials and recommendations on buy and coverage list funds as appropriate. PCI will provide such reports to client quarterly.

ERISA COMPLETE

ERISA COMPLETE clients do not receive investment reviews or reports. Reports to ERISA COMPLETE clients are limited to ERISA technical matters.

RetireAdvisers® Plan Participant

REVIEWS: In accordance with regulatory requirements, PCI will undergo an annual audit by a qualified, independent consultant to verify compliance with The Pension Protection Act of 2006. PCI will not provide ongoing monitoring or reviews of Plan Participant accounts.

REPORTS: In accordance with regulatory requirements, PCI will annually provide a copy of their compliance report to each Plan Sponsor whose participants used this service in the preceding year. PCI will provide the Participant with a report reflecting PCI's investment recommendations.

RetireAdvisers® Retirement COMPLETE

INVESTMENT REVIEWS: The client will receive a thorough review of the investments on a quarterly basis.

The review will compare actual return and risk performance with the stated objectives and standards outlined in the client's Investment Policy Statement. If those standards are not met, investments on the PCI buy and coverage list will have a more in-depth review performed for the purpose of determining if the investment should be retained or replaced. The Investment Consultant will recommend investment options on PCI's current buy list to Client based upon the criteria outlined in the IPS including Client's risk tolerance and investment objectives after consideration of the tax consequences.

Clients may also contract with PCI for more frequent reviews or to conduct investment research on investments outside of PCI's coverage or buy list.

REPORTS: Clients are provided detailed reports listing: account values, comparison data, charts, research materials and recommendations on buy and coverage list funds as appropriate. PCI will provide such reports to client quarterly.

AS NEEDED INDIVIDUAL ADVISORY SERVICES

REVIEWS: These client accounts will be reviewed as contracted for at the inception of the advisory relationship.

REPORTS: RetireAdvisers® As Needed Individual Advisory Services clients may or may not receive investment reports from PCI depending on the nature of the work performed.

Vendor Search and Vendor Monitoring Services

Plan sponsor clients who receive Vendor Services do not receive investment reviews or investment reports. Reports to Vendor Monitoring or Vendor Search clients are limited to Vendor (retirement plan service provider) technical matters.

Item 14 – Client Referrals and Other Compensation

PCI will enter into agreements with various entities (Referring Parties) to refer clients to PCI. If a referred client enters into an investment advisory agreement with PCI, a cash referral fee is paid to the referring party, which is based upon a percentage of the client advisory fees that are generated. The referral agreements between any referring party and PCI will not result in any charges to clients in addition to the normal level of advisory fees charged.

When a client is referred to us by a referring party, the referring party provides the client with a copy of PCI's Disclosure Brochure as required by the *Investment Advisers Act of 1940*. The client also will complete a Solicitor's Disclosure Statement document. If the referring party is an unaffiliated registered investment adviser firm, then the client will also receive a copy of the referring party's Form ADV Part 2 Disclosure Brochure. If a referred client enters into an investment advisory agreement with PCI, a referral fee is paid to the referring party. The referral relationship will not result in clients being charged any fees over and above the normal advisory fees charged by PCI for the advisory services provided.

The referral agreements between PCI and referring parties are in compliance with state and federal securities rules regarding paid solicitor arrangements.

Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

PCI is deemed to have custody of client funds and securities whenever PCI is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Pension Consultants will ever maintain. For most of PCI's advisory services, the client is requested to pay advisory fees upon receipt of a billing invoice. However, PCI's advisory fees are directly deducted from the client's account for clients who have contracted for RetireAdvisers® Retirement COMPLETE and RetireAdvisers® As Needed services. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which PCI is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from PCI. When clients have questions about their account statements, they should contact PCI or the qualified custodian preparing the statement.

Item 16 – Investment Discretion

PCI will maintain non-discretionary trading authorization and/or investment discretion over certain client accounts upon receiving written authorization from a client.

When authority for investment discretion is granted by a retirement plan client through PCI's investment advisory agreement under the schedule for 3(38) CORE COMPLETE, 3(38) Investment COMPLETE or 3(38) Retirement Plan Management services, PCI will have the authority to (a) make all investment decisions regarding the investment options that will be made available to the retirement plan's participants without consulting with the retirement plan in advance of such investment decisions in accordance with the retirement plan's investment policy statement and (b) instruct directly, the record keeper, regarding any changes in the investment options of the retirement plan. PCI will be responsible for making decisions regarding the timing of buying or selling an investment. The record keeper may require a

signed authorization from the retirement plan prior to making an investment option change which may delay how quickly an investment option may be changed. Investment option changes may take 60 days or more from notification to complete.

When Client has granted PCI discretion authority, Client may place reasonable limitations on the discretionary power granted to PCI so long as the limitations are specifically set forth or included as an attachment to the client agreement.

PCI will maintain non-discretionary trading authorization for 3(21) CORE COMPLETE, 3(21) Investment COMPLETE, RetireAdvisers® Retirement COMPLETE and RetireAdvisers® As Needed clients. PCI's authority to implement trades on a **non-discretionary** basis means that PCI is required to contact the client prior to implementing changes in the client's account. If client is not able to be reached or is slow to respond to PCI's request, it can have an adverse impact on the timing of trade implementations and PCI may not achieve the optimal trading price. If client has granted non-discretionary trading authority to PCI, client will be contacted and required to accept or reject PCI's investment recommendations including:

- The security being recommended
- The number of shares or units; or dollar amount; or percentage of holding
- Whether to buy or sell

Once the above factors are agreed upon, PCI will place the trade order with client's custodian.

All clients have the ability to place reasonable restrictions on the types of investments that may be purchased in an account.

Item 17 – Voting Client Securities

To the extent that a client has not engaged PCI for Proxy Consulting and Research Services, PCI will not vote proxies on behalf of client's account. While there are some investment advisors that will vote proxies and other corporate decisions on behalf of their clients, PCI has determined that taking on the responsibility for voting client securities does not add enough value to the services provided to clients to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is client's responsibility to vote all proxies for securities held in client's accounts. Clients will receive proxies directly from their custodian or transfer agent and such documents will not be delivered by PCI. PCI may offer assistance as to proxy matters upon a client's request, but the client always retains the responsibility for voting proxies. Client may contact PCI if client has a question about a particular proxy.

PCI's Proxy Consulting and Research Services are offered solely for plan assets invested in mutual funds. To assist in managing and fulfilling Plan Sponsor client's proxy voting responsibilities, Plan Sponsor clients may contract with PCI to develop appropriate proxy policies and procedures, including among other things, compliance with the plans written statement of investment and / or proxy policy, delegation of proxy voting authority, procedures

for monitoring mutual fund governance, proxy voting research and consultation. PCI does not vote client proxies.

Item 18 – Financial Information

This item is not applicable to this brochure. PCI does not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, PCI is not required to include a balance sheet for PCI's most recent fiscal year. PCI is not subject to a financial condition that is reasonably likely to impair PCI's ability to meet contractual commitments to clients. Finally, PCI has not been the subject of a bankruptcy petition at any time. *(Please refer to Information Required by Part 2B of Form ADV: Brochure Supplement for more information).*

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