JEFFERSON PILOT SECURITIES CORPORATION

DEFINED CONTRIBUTION PLAN ADVISORY AGREEMENT

THIS AGREEMENT made and entered into this ____ day of ______________, 2008, by and between Monroe County Community School Corporation, an Indiana public school corporation, ("MCCSC"), and Jefferson Pilot Securities Corporation ("Investment Advisor"), to be effective as of June 1, 2008 ("Effective Date").

1. PURPOSE

MCCSC previously entered into a Trust Agreement and Trust fund established pursuant to the Monroe County Community School Corporation Savings Plan ("Savings Plan"). MCCSC is entering into a Record Keeping Agreement with Retirement Horizons, Inc. ("Record Keeper"), to provide record keeping services for assets held under the Savings Plan and the Monroe County Community School Corporation 403(b) Plan ("403(b) Plan"). The Savings Plan and the 403(b) Plan shall be collectively referred to as the "Plans" and the assets held under each Plan shall be collectively referred to as the "Plan Assets."

MCCSC desires to appoint the Investment Advisor as an investment advisor to give advice and make recommendations with respect to the Plan Assets, as hereinafter provided.

2. ADVISORY SERVICES

MCCSC hereby contracts with the Investment Advisor for investment advisory and monitoring services with respect to the Plan Assets.

A. Investment Policy Statement. The Plans are not subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). Nevertheless, the Investment Advisor shall develop and recommend to MCCSC for MCCSC's consideration and approval an investment policy statement ("Policy") for the Plan Assets consistent with the Plans and the requirements of ERISA, as if ERISA applied to the Plans. The Policy should reflect the criteria employed by the Investment Advisor in developing the Investment Advisor's recommendations for the selection and monitoring of the investment funds made available under the Plans through the Record Keeper's open architecture platform. Once the Policy is created and approved by MCCSC, it shall be attached hereto and made a part hereof as Exhibit A. The Policy will be reviewed by the Investment Advisor not less frequently than annually, and the Investment Advisor shall make recommendations to MCCSC for MCCSC's consideration and approval regarding any changes to the Policy on an annual basis.

B. Mutual Fund Recommendations. As needed, the Investment Advisor will identify and recommend mutual funds that in the Investment Advisor's judgment are believed to be appropriate for the Plans based upon, and consistent with, the selection criteria specified in the Policy and by information obtained from the mutual fund managers and/or from various commercially available manager databases. The Investment Advisor shall provide appropriate documentation to support its recommendations.
C. **Model Asset Allocations.** The Investment Advisor shall recommend one or more pre-designed asset allocation portfolios (e.g., target date funds) using the mutual funds available under the Plans, which it shall monitor on an on-going basis and make recommendations for changes as necessary.

D. **Default Investment Option.** MCCSC may request that the Investment Advisor provide a recommendation for a qualified default investment alternative funding option for the Plans.

E. **Investment Manager Performance Monitoring and Evaluation Reports.** The Investment Advisor shall provide on-going monitoring of the investment performance of the Plan Assets, interpret investment performance for MCCSC, and make recommendations for changes as necessary or appropriate from time to time for MCCSC's consideration and approval. This shall include a quarterly performance evaluation and review of Plans' performance relative to the Policy's objectives. It shall also include a comparison of the Plans' managers versus appropriate industry peer groups.

F. **Meetings with Corporation.** The Investment Advisor shall attend at least quarterly meetings with MCCSC to review the performance of the Plan Assets and any recommendations by the Investment Advisor, and to provide continuing education to MCCSC regarding the fundamentals of investment management.

3. **PERFORMANCE REPORTS**

As set forth in subsection 2.F. above, the Investment Advisor shall provide quarterly reports of the investment performance of the Plan Assets and initiate quarterly discussions with MCCSC to review said performance.

4. **FEES TO ADVISOR FOR PORTFOLIO MANAGEMENT SERVICES**

For the plan advisory services set forth in this Agreement, MCCSC agrees that the Investment Advisor shall be paid the fees set forth in the attached Schedule A. The Investment Advisor represents and agrees that Schedule A to the Agreement accurately sets forth any and all fees that it is receiving from MCCSC and all other parties for the plan advisory services it is providing under this Agreement or related in any way to the Plans.

5. **IMPLEMENTATION OF PLAN ADVISORY SERVICES**

The plan advisory services of Investment Advisor set forth in this Agreement are limited to making recommendations to MCCSC relating to asset allocation and diversification from a wide selection of managed investments. Only those investments, which are believed to be best-suited to attain MCCSC’s investment goals and objectives using prudent risk and time horizon assumptions and in accordance with the Policy will be selected. The Investment Advisor shall make no recommendations regarding the purchase of individual securities such as individual issues of corporate stocks and bonds, options, warrants, or commodities of any kind unless MCCSC and Investment Advisor expressly agree to the contrary through a written amendment to this Agreement.
This Agreement is not intended to be a timing service, and MCCSC and Investment Advisor expressly agree that the maximization of rate of return, particularly in the short term, is not the objective of this Agreement. MCCSC recognizes that there can be no guarantee as to achieving MCCSC’s stated investment objectives and goals.

6.  **DISCRETIONARY ACCOUNTS**

MCCSC does not intend for the Investment Advisor to manage the Plan Assets on a discretionary basis. MCCSC acknowledges its understanding of the fact that the Investment Advisor will not vote proxy statements on behalf of the Plans.

7.  **ONGOING SERVICES**

The plan advisory services described in this Agreement will continue indefinitely as described above and Investment Advisor shall be entitled to the ongoing fees set forth on the attached Schedule A, subject to Section 8.

8.  **TERMINATION**

It is understood that MCCSC's investment goals and objectives are for the long term and by entering into this Agreement, MCCSC agrees that a minimum period of five (5) years is necessary to properly evaluate the results of this Agreement. However, either party has the right to terminate this Agreement at any time after its effective date by sending written notice by certified mail return receipt requested to the other party. MCCSC will be liable for costs incurred by Investment Advisor to date of receipt of written notification.

9.  **RECEIPT OF FORM ADV**

MCCSC acknowledges receipt of a written disclosure statement, Form ADV Part II, which has been prepared and delivered in accordance with the Investment Advisers Act of 1940 and Rules thereunder.

10.  **NO RIGHTS OF ASSIGNMENT**

Investment Advisor may not assign this Agreement as that term is defined in the Investment Advisors Act of 1940 without the written consent of MCCSC.

11.  **NOTICES**

All notices, requests and other communications between MCCSC and Investment Advisor shall be in writing (which shall include facsimile communications) and shall be deemed to have been duly given if: (i) delivered by hand; (ii) sent by certified United States Mail, return receipt requested, first-class postage prepaid; (iii) sent by overnight delivery service; or (vi) sent by electronic mail or facsimile transmission if such electronic mail or facsimile communication is confirmed immediately thereafter by also mailing a copy of such notice, request or other communication by regular (not certified, registered or return receipt requested) United States Mail, first class postage pre-paid as follows:

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12. **ATTORNEY FEES**

In addition to compensatory and other appropriate damages that a prevailing party may recover in a legal action for a dispute between the parties, the party that prevails in such legal action may also recover all reasonable attorney fees incurred in the prosecution or defense of such dispute.

13. **DISPUTE RESOLUTION**

It is agreed that any controversy arising out of or relating to this agreement shall be submitted to arbitration in accordance with the rules adopted by the National Association of Securities Dealers, Inc. Dispute Resolution Board. It is further agreed that the laws of the State of Indiana will apply to any controversy arising out of or relating to those agreements or the accounts established there under.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under those agreements except to the extent stated herein. Nothing in those agreements shall constitute a waiver of any of rights under applicable securities laws or regulations.
14. **COMPLIANCE WITH LAW AND FIDUCIARY STATUS**

The Investment Advisor agrees that it will perform under this Agreement in accordance with the requirements of applicable federal laws and laws of the State of Indiana (and rules and regulations adopted thereunder). The Investment Advisor is a registered investment advisor with the Indiana Securities Division. The Investment Advisor acknowledges that it is a fiduciary with respect to the investment advice it provides to MCCSC to the extent such advice satisfies the ERISA definition of investment advice and shall perform such services hereunder in accordance with the standards established for fiduciaries under ERISA.

15. **CONFIDENTIALITY**

MCCSC and the Investment Advisor, including their respective representatives, agents, and employees, shall treat all information that either may become aware of in performing their respective duties hereunder, that is not in the public domain, as confidential and shall not disclose any such information to any third party without the written consent of the other party, except as may be required by law or legal process.

16. **SCOPE OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties hereto.

17. **CONSTRUCTION**

This Agreement shall be deemed to have been drafted by all of the parties hereto. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, any party.

18. **AMENDMENT**

This Agreement may only be amended by a written agreement signed by MCCSC and an authorized officer of Investment Advisor.

IN WITNESS WHEREOF, Monroe County Community School Corporation and Jefferson Pilot Securities Corporation have caused this Agreement to be signed effective as of June 1, 2008.

**MONROE COUNTY COMMUNITY SCHOOL CORPORATION**

By: ______________________________
    James Harvey, Superintendent

**JEFFERSON PILOT SECURITIES CORPORATION**

By: ______________________________
    Douglas W. Johnson,CFP

Date: _____________________________

Date: _____________________________
JEFFERSON PILOT SECURITIES CORPORATION

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SCHEDULE A

ANNUAL FEE SCHEDULE

The annual fee schedule shall be $24,000.00 to be paid in equal quarterly payments commencing upon execution of the engagement and paid at the beginning of each quarter thereafter on a net 30 basis.