

ATTACHMENT C

QUALIFIED DEFAULT INVESTMENT ALTERNATIVES (QDIA) SERVICES AGREEMENT

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

PREAMBLE TO AGREEMENT

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

Client wishes to establish a qualified default investment alternative (“QDIA”) under the Plan structured as a managed account service as described in the U.S. Department of Labor (“DOL”) regulations at 29 CFR 2550.404c-5(e)(4)(iii).

Client is a named fiduciary under the Plan. The Plan provides that the named fiduciary may appoint an investment manager as defined in section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

Foxhall is an investment adviser registered with the U.S. Securities and Exchange Commission (the “SEC”) under Investment Advisers Act of 1940, as amended (the “Advisers Act”), and therefore, is qualified to serve as an investment manager under the Plan pursuant to Section 3(38)(B) of ERISA.

Client wishes to appoint Foxhall to serve as the investment manager for the QDIA service under the Plan.

Foxhall has developed a standard investment management agreement for its managed account services (included herewith as Attachment B) that the Client will sign in conjunction with this QDIA service agreement.

Foxhall and Client wish to supplement the Foxhall investment management agreement to take into account the obligations of Foxhall and Client under the DOL regulations at 29 CFR 2550.404c-5 and under this QDIA service agreement.

AGREEMENT

Based on the Preamble, Foxhall and Client hereby agree as follows:

1. APPOINTMENT OF INVESTMENT MANAGER

The Client hereby appoints Foxhall as the investment manager for the QDIA service under the Plan.

2. ACKNOWLEDGEMENT OF FIDUCIARY STATUS

Foxhall hereby acknowledges in writing that it is a fiduciary under ERISA with respect to its QDIA services under the Plan and is responsible for managing the assets held in the QDIA under the Plan.

3. SCOPE OF SERVICES

The default investment alternative is a strategy managed by Foxhall using primarily Funds for accounts of Plan participants who have not otherwise chosen an investment strategy under the Plan. Based on the Plan participant's age, Foxhall will allocate contributions and assets in accordance with the Foxhall Global Fund Series Strategies as follows:

Age Range	Foxhall Global Fund Series Strategy
Less than 45	Growth
45-50	Growth & Income
51-55	Balanced
56-60	Conservative
61-65	Capital Preservation

As a Plan participant ages, Foxhall will re-allocate the participant's assets in accordance with a more conservative strategy (i.e., less equity and more fixed income) in the Foxhall Global Fund Series Strategies, as referenced in the chart above. With the exception of the Capital Preservation Strategy, the Foxhall Global Fund Series Strategies listed in the above table are available to investors outside of 401(k) plans. Detailed performance, investment benchmarks and other information on the Series is updated quarterly and is available at <http://www.foxhallcapital.com/investment-strategies/strategysnap-shots>, except for the Capital Preservation Strategy. Foxhall Capital reports its performance in accordance with Global Investment Performance Standards ("GIPS") established by the Chartered Financial Analyst Institute. The investment benchmark for the Capital Preservation Strategy is currently known as the Barclays Capital Intermediate Bond Index (f/k/a Lehman Brothers Intermediate Bond Index).

4. COMPENSATION

Foxhall's annual fee for the QDIA services is 0.65% of the market value of the assets held in Plan participant accounts subject to this QDIA service agreement. This annual fee shall be accrued daily based upon the market value of the assets at the end of each day and paid monthly. No increase in the annual fee shall be effective without prior written notification to Client.

5. RELATIONSHIP TO INVESTMENT MANAGEMENT AGREEMENT

This Agreement supplements Foxhall's Investment Management Agreement included herewith as Attachment B and constitutes an Exhibit annexed thereto as provided in Section 20 (Entire Agreement) of the Investment Management Agreement. In the event of a conflict between this Agreement and the Investment Management Agreement, this Agreement shall prevail notwithstanding any provision in the Investment Management Agreement.