# Atticus Asset Management, LLC

# PENSION CONSULTING AGREEMENT

3399 Peachtree Road NE, 4<sup>th</sup> Floor Atlanta, GA 30326

> HOMESTAR FINANCIAL CORPORATION 332 WASHINGTON STREET NW GAINESVILLE, GA 30501

Version Date: 4/11/2017

This **PENSION CONSULTING AGREEMENT** is made by and between WESLEY HUNT, the Trustee of HOMESTAR FINANCIAL CORPORATION 401(K) PROFIT SHARING PLAN AND TRUST (the "Plan"), and Atticus Asset Management, LLC a limited liability company ("AAM") as of the Effective Date set forth in the signature page hereto.

## $\underline{\mathbf{W}}\underline{\mathbf{I}}\underline{\mathbf{T}}\underline{\mathbf{N}}\underline{\mathbf{E}}\underline{\mathbf{S}}\underline{\mathbf{S}}\underline{\mathbf{E}}\underline{\mathbf{T}}\underline{\mathbf{H}}$ :

WHEREAS, the Plan has established a plan for investment of its assets;

WHEREAS, AAM agrees to serve as investment adviser pursuant to the terms of this Pension Consulting Agreement (this "Agreement"); and

WHEREAS, the Plan has selected AAM based on its representations and wishes to appoint AAM as investment consultant to the Plan, and AAM wishes to accept this appointment on the terms and conditions set out below.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. <u>Appointment</u>. The Plan hereby authorizes and appoints AAM as **non-discretionary** pension consultant to the Plan's pension plans and their trustees and to provide the services set forth in Exhibit II.
- 2. Representations and Warranties.
- 2.1 The Plan hereby represents and warrants to AAM as follows:
  - (a) the Plan has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Plan and constitutes a legal, valid and binding obligation enforceable against the Plan in accordance with its terms. No consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by the Plan in connection with the execution, delivery and performance of this Agreement other than those already obtained.
  - (b) the execution, delivery and performance of this Agreement will not violate any provision of any law or regulation binding on the Plan, or any order, judgment or decree of any court or government authority binding on the Plan or the charter or by-laws or any other governing document of the Plan, or any material contract, indenture or other agreement, instrument or undertaking to which the Plan is a party or by which the Plan or any of its assets may be bound, or require the creation or imposition of any lien on its property, assets or revenues.

- (c) the signatories to this Agreement are all officers, employees or agents of the Plan ("Authorized Persons") authorized to take action with respect to the Plan's portfolio (the "Portfolio"), the list of signatures attached hereto as Exhibit I which is certified by the Plan's secretary, or other appropriate person, constitutes the valid signatures of Authorized Persons, and, promptly after any change therein, the Plan will send AAM a revised list of Authorized Persons and evidence of the authority for such change.
- (d) the Plan is not an investment company (as that term is defined in the Investment Company Act of 1940, as amended) nor exempt from the definition of investment company by reason of Section 3(c) of the Investment Company Act of 1940.
- (e) the Plan understands that AAM will be relying on these representations, and if any of such information hereafter becomes inaccurate, the Plan shall notify AAM immediately.

#### 2.2 AAM hereby represents and warrants to the Plan as follows:

- (a) AAM has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by AAM and constitutes a legal, valid and binding obligation enforceable against AAM in accordance with its terms. No consent of any person, and no license, permit, approval or authorization of, exemption by, report to, or registration, filing or declaration with, any governmental authority is required by AAM in connection with the execution, delivery and performance of this Agreement other than those already obtained.
- (b) the execution, delivery and performance of this Agreement will not violate any provision of any law or regulation binding on AAM, or any order, judgment or decree of any court or government authority binding on AAM or the charter or by-laws of AAM, or any material contract, indenture or other agreement, instrument or undertaking to which AAM is a party or by which it or its assets may be bound, or require the creation or imposition of any lien on its property, assets or revenues.
- (c) AAM is registered as an investment adviser.
- (d) AAM shall discharge all of its duties and exercise all of its powers hereunder (i) solely in the interest of the Plan, (ii) with the care, skill, prudence, and diligence under the circumstances prevailing that a prudent expert who is familiar with such matters would use in discharging such duties and exercising such powers, and (iii) in a manner that avoids conflicts of interest and self-dealing, and (iv) in compliance with federal and state securities laws and regulations.
- (e) The personnel of AAM responsible for discharging AAM's duties and obligations under this Agreement are and will be individuals experienced in the performance of the various functions contemplated by this Agreement. None of such individuals has been found guilty of any violation of any federal or state securities law or the FINRA Code of Conduct.

(f) In connection with the performance of services under this Agreement, AAM agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 3. Scope of Authorization.

- AAM shall act as pension consultant and shall, continuously during the term of this Agreement, provide pension consulting services to the Plan. These services shall be as performed outlined above on the basis of in accordance with the Investment Guidelines attached hereto as Exhibit III, if any (as such Investment Guidelines may from time to time be modified by written agreement between AAM and the Plan (collectively, the "Investment Guidelines")). In the absence of such Investment Guidelines, the parties hereto have designated as Exhibit III the objective or objectives to be utilized hereunder.
- 3.2 AAM shall not have discretion to vote proxies that may arise in association with any assets in the Portfolio.
- 3.3 AAM may retain or otherwise avail itself of the services or facilities of other persons or organizations for the purpose of providing AAM or the Plan with statistical and other factual information, advice regarding economic factors and trends, advice as to transactions in specific securities or such other information, or advice or assistance as AAM may deem necessary, appropriate or convenient for the discharge of its obligations hereunder or otherwise helpful to the Plan.
- 4. Reviews and Reports. AAM shall appraise and review, at least annually during the period of this Agreement investments of the Portfolio, as initially accepted by AAM, together with additions, substitutions and alterations thereto. In computing the market value of any investment of the Portfolio, the securities in the Portfolio listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Plan receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to AAM by such sources as it may deem appropriate. It is understood and agreed that AAM, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Plan or any other person at the direction of Plan, does not assume responsibility for the accuracy of information furnished by Plan or any other third party.
- 5. <u>Fees</u>. AAM's fees for services rendered hereunder (the "Consulting Fee") shall be calculated and paid in accordance with Exhibit II. The Plan will be separately responsible for all transaction expenses, including without limitation brokerage commissions, taxes, custodian fees and any other transaction-related fees, and the Plan authorizes AAM to incur and pay such expenses out of the Portfolio, as deemed appropriate by AAM.

- 6. **Acknowledgments and Consents.** The Plan hereby acknowledges and consents to the following:
- 6.1 The Plan acknowledges that the Investment Guidelines apply at the time of purchase only, and failure to comply with any specific guideline or restriction contained therein because of market fluctuation, changes in the capital structure of any Portfolio company, ratings agency or credit ratings changes or withdrawals or other events outside of AAM's control will not be deemed a breach of the Investment Guidelines or this Agreement.
- 6.2 The Plan understands the investment strategy intended to be followed in respect of the Portfolio and hereby consents thereto and understands that AAM makes no representation as to the success of any investment strategy or security that may be recommended or undertaken by AAM with respect to the Portfolio. Plan acknowledges that AAM's past performance and advice is not indicative of future results. AS WITH ALL MARKET INVESTMENTS, INVESTMENTS CAN APPRECIATE OR DEPRECIATE. AAM does not guarantee or warranty that services offered will result in profit or any particular result.
- 6.3 AAM acts as adviser to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the time or nature of action taken, with respect to the Portfolio which may differ from or be identical to advice by AAM for the Portfolio or recommend any transaction which any of the officers, directors or employees of AAM may engage in for their own accounts or the account of any other customer, except as otherwise required by applicable law
- 6.4 The Plan acknowledges that investment in any non-affiliated commingled vehicles, to the extent permitted by the Investment Guidelines, will be subject to the standard fees and charges of such vehicles in addition to the Consulting Fee.
- 6.5 Each party shall promptly notify the other of any facts or circumstances or any change therein that may, directly or indirectly, affect the status of the Portfolio by AAM, including, without limitation, any change in the status of any of the representations or warranties provided in Section 2 hereof.
- 7. Execution of Transactions. AAM does not trade accounts under this Agreement.
- 8. AAM's Responsibility.
- 8.1 AAM shall not be responsible for the solvency of or the performance of the obligations of any third party bank, clearing organization, broker, intermediary, nominee or agent recommended by AAM in good faith.
- 8.2 AAM shall be fully protected in acting and relying upon any written advice, certificate, notice, instruction, request for other paper or document which AAM in good faith believes to be genuine and to have been signed or presented by an Authorized Person or other proper

- party or parties, and may assume that any person purporting to give such advice or other paper or document has been duly authorized to do so unless contrary instructions have been delivered to AAM by the Plan.
- 8.3 AAM may seek the advice of outside legal counsel in the event of any dispute or questions as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel.
- AAM shall not be liable to the Plan for any acts or omissions by AAM, its employees and agents under and in connection with this Agreement absent negligence or intentional misconduct on the part of AAM. Under no circumstances shall AAM be deemed liable for any indirect or consequential damages. Federal and state securities laws impose liabilities under certain circumstances or persons who act in good faith and, therefore, nothing contained in the agreement shall constitute a waiver of any rights that Plan may have under federal and state securities laws. A person who is not a party to this Agreement has no rights under this Agreement to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.
- 8.5 The Plan acknowledges that any benchmarks associated with the investment program being provided pursuant to this Agreement or that may be referred to in any Investment Guidelines attached hereto are for measurement purposes only, and any such specific investment objectives are targets only, and AAM shall not be liable to the Plan or to any third party for AAM's failure to meet or outperform any such benchmark or investment objective.

## 9. Term and Termination of Agreement.

- 9.1 The Plan understands that it may terminate this Agreement without penalty within five (5) business days after such date of execution, provided that such termination shall be at the risk of the Plan, and that AAM shall not be liable for any losses in the Portfolio that may have occurred during that period. Thereafter, this Agreement may be terminated by either party giving (4) days' prior written notice to the other party. The "Termination Date" shall herein be understood to mean the date that AAM's advisory authority over the Portfolio terminates, and shall not mean the date of notice of termination. The termination of the authority granted by this Agreement shall not in any way affect any liability resulting from a transaction initiated prior to the Termination Date.
- 9.2 Termination will not in any event affect accrued rights or existing commitments, or contractual provisions intended to survive termination, and will be without penalty or other additional payment, save that the Plan will pay any additional expenses necessarily incurred by the Company in terminating this Agreement, and any losses necessarily realized in concluding outstanding transactions.
- 10. **Entire Agreement: Amendment**. This Agreement, including the schedules hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof

and supersedes any warranty, representation or arrangement previously given or made, other than those expressly set out herein. This Agreement may not be amended except in writing signed by each of the parties hereto.

- 11. <u>No Waiver</u>. Neither the failure nor delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further waiver of any right or remedy. No waiver hereunder shall be effective unless it is authorized by the party asserted to have granted such waiver.
- 12. <u>Successors and Assigns</u>. No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other parties hereto. Any assignment that does not result in any change in control of either of the parties hereto shall not be deemed an "assignment" for purposes of this paragraph. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.
- 13. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
- 14. Consent to Electronic Delivery. The Plan hereby consents to receive via email or other electronic delivery method for various communications, documents, and notifications from AAM. These items may include but are not limited to: all statements or reports produced by AAM; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that AAM chooses to provide on an ongoing or occasional basis. Plan agrees to immediately notify AAM of any changes to the e-mail address for the Plan shown below or other electronic delivery address.
- 15. Receipt. The Plan acknowledges receipt of AAM's Privacy Policy Statement, together with Parts 2A and 2B of Form ADV. The Plan confirms having read and understood the disclosures contained therein, including without limitation the sections setting forth the various procedures, understandings and conflicts of interest relating to the Portfolio and AAM's other business relationships and its relationships with its Affiliates, if any, and the Plan agrees that AAM's services hereunder shall be subject to such procedures and understandings and conflicts of interest.
- 16. <u>Governing Law</u>. The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which the Plan is based except to the extent preempted by ERISA or other federal or state laws or regulations.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Agreement to be duly executed as of the date indicated after its name to become effective as of the date AAM assumes its duties hereunder (the "Effective Date").

Representative of Plan	:		Representative of Atticus	Asset Management, LLC	
Docusigned by: Wes fluct	4/18/2017	7:13:00	OM EPOFUSigned by:	4/18/2017   12	:26:39 PM EI
Signature	Date		Adviser Signature	Date	

Street Address:	332 Washington Street NW				
City:	Gainesville	State:	Georgia	Zip:	30501
Phone:	678-997-2611	E-Mail(s):	wes.hunt@homestarfc.com		

#### **Exhibit I**

Please attach a certificate of the Plan's secretary, or other appropriate person, setting forth the names and valid signatures of officers, employees or agents of the Plan authorized to take action, individually, with respect to the Portfolio. If action by more than one of the Authorized Persons listed herein is required, please indicate this, and explain in detail.

[Please complete and return]

#### Certificate

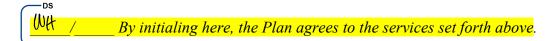
Pursuant to a resolution by the trustee(s) of HOMESTAR FINANCIAL CO	ORPORATION
401(K) PROFIT SHARING PLAN AND TRUST ("the Plan"), passed on	
, 20_17, Atticus Asset Management, LLC ("AAM	ſ") is hereby
authorized to give effect to such instructions as may be given from time to ti	
Plan to AAM by any of the following persons where such instructions arise	
connected with an agreement, dated the <u>l8th</u> day of <u>April</u> ,	$20_{1/}$ (as the
same may be amended from time to time).	
Name(s) of Person(s) authorized as above: Specimen Signature(s	):
Steve Lovig	
Wes Hunt	
	<del></del>

#### **Exhibit II**

# **Pension Consulting Services**

AAM will provide the following non-discretionary pension consulting services:

- (1) identifying investment objectives and restrictions;
- (2) selecting money managers to manage plan assets in ways designed to achieve objectives
- (3) recommending or selecting different investment options from which plan participants can choose
- (4) monitoring performance of money managers and mutual funds and making recommendations for changes
- (5) selecting other service providers, such as custodians, administrators and broker-dealers



## Pension Consulting Fees

AAM does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets for pension consulting services. AAM's advisory fees are negotiable.

## Hourly Pension Consulting Fees NOT APPLICABLE

The hourly fee for these services is between \$45 and \$300. Hourly pension consulting fees are paid via check in arrears upon completion.

/_	AAM will accept fees paid by check.	
/	By initialing here, the Plan agrees to the fee of:	

## **Asset-Based Pension Consulting Fees**

Total Assets	Annual Fee	
\$1,000 - \$25,000	1.75%	
\$25,001 - \$5,000,000	1.50%	
\$5,000,001 – And up	1.00%	

Fees are paid monthly in arrears. AAM uses an average of the daily balance in the client's account throughout the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

AAM will withdraw fees directly from the Plan.

WH

By initialing here, the Plan agrees to the fee of: .35% (Discounted from Schedule).

#### **Exhibit III**

## **Investment Policy Statement**

### **Explanation and Overview**

The following Investment Policy Statement ("IPS") is for the HOMESTAR FINANCIAL CORPORATION 401(K) PROFIT SHARING PLAN AND TRUST ("Plan") and is designed to capture an initial picture concerning the demographics for the participants of the plan ("Participants"). This and other information obtained by the Plan and through Adviser interviews and meetings will provide guidance to the Adviser in working with the Plan to determine what investments, model portfolios, TPMMs, sub-advisers, or investment strategies may be warranted and appropriate to offer as investment options to the Plan. The IPS will serve as a "document of understanding" between the Adviser and the Plan, which will need to be updated periodically in order to remain relevant.

The IPS is designed to do the following:

- 1. Define the Participants' census/demographic information.
- 2. Define the duties and responsibilities of the Plan, the Adviser, and the investment manager or investment committee (if different from the Adviser).
- 3. State, in writing, investment goals, objectives, and constraints.
- 4. Describe proposed investments, investment strategies and styles to be used by Adviser, if applicable.
- 5. Establish guidelines for portfolio rebalancing if applicable.

It is the **duty of the Plan** to provide the Adviser with all requested current demographic, financial and other information to the best of Plan's abilities. The Adviser will use this information to develop this IPS and the investment recommendations and strategies used for the Plan's portfolios, including (<u>if applicable</u>) selection of third party money managers ("TPMMs"), sub-advisers, or other offerings. The Plan undertakes to update the Adviser as to any material changes to the information initially provided by Plan. The Adviser cannot be held liable for any inaccurate information provided by the Plan.

It is the **duty of the Adviser** to treat the Plan with a fiduciary standard of care, meaning the Adviser will always act in the best interests of the Plan and the Plan's interests will always be placed ahead of those of the Adviser or any individual adviser representative. The Adviser will use various methods, potentially including interviews, conversations, and meetings with the Plan and/or Participants, as well as written information provided by the Plan and/or Participants, to collect the information needed to (i) create this IPS and (ii) recommend an action plan consisting of investment strategies, portfolio models or investments, TPMMs, and/or sub-advisers designed to accomplish the stated goals and objectives.

As stated above, this IPS will be used to gather statistical information about the Plan and/or Plan participants to help the Adviser develop the above mentioned action plan and recommendations that are consistent with the Plan's policies and goals as outlined in Adviser/Plan discussions.

## **IPS – Information and Assumptions**

#### Plan Participant Demographic / Profile Information

Participants are expected to have varying and different investment profiles, including return objectives, risk tolerances, and investment constraints. The Adviser has recommended a broad spectrum of investment options that Participants may choose in allocating their respective portfolios. The Participant alone bears the responsibility of such allocation and therefore the Participant is solely responsible for the risks of investment results from her/his/its choices.

#### Investment and Plan Objective(s) Information: (See Statement of Purpose for the Policy and the Plan)

#### Statement of Purpose for the Policy and the Plan

The Homestar Financial Corporation 401k Profit Sharing Plan and Trust ("Plan") is a defined contribution retirement plan available to all eligible employees. The Plan's purpose is to provide a cash or deferred arrangement for Plan participants (for the purposes of this document, participants will include beneficiaries and any parties in interest as defined within ERISA). Investment of Plan assets will be made for the sole interest and exclusive purpose of providing benefits to participants. It is the intent of Homestar Financial Corporation (HFC) and Atticus Asset Management (AAM) to provide a range of investment options that will enable participants to invest according to varying risk tolerance, savings time horizon, and other financial goals.

The Plan's investment funds will be selected and monitored with the skill, care and diligence that a prudent individual acting in a like capacity would undertake and in accordance with all other aspects of applicable law, including the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and Sections 401(a) and 501(a) of the Internal Revenue Code of 1986 (Code), as amended. The Plan is intended to qualify under the qualified cash or deferred arrangement rules of Code Section 401k. The Plan is a participant directed individual account plan that it is intended to comply as a "404(c) Plan" within the meaning of the Department of Labor Regulations under ERISA Section 404(c) and as such, it provides individual accounts for Plan participants to select how these individual accounts shall be invested and therefore, no fiduciary shall be liable for any loss that results from a participant's exercise of control over the investment of his or her participant accounts.

The purpose of the document is to provide HFC with guidance in discharging certain fiduciary responsibilities. It creates no obligation to act in any way. HFC and AAM will monitor all of the evaluation criteria as well as any other material issues when making decisions concerning the Plan's investment funds. To maximize diversification and lessen risk to the extent possible, the Plan offers a balanced portfolio of investment funds composed of equity, fixed income, and cash equivalent securities, and, as such, is intended to be more aggressive than fixed income portfolios and less aggressive than purely equity-oriented portfolios. To provide low fee investment options, the Plan also offers index based investment funds.

The Plan offers a broad range of diversified investments that will enable a participant to construct a portfolio with aggregate risk and return characteristics at any point within the participant's desired range. Adherence to the specific investment objectives and criteria contained herein will be evaluated over a full-market cycle, which historically has been five to seven years. HFC and AAM may, from time to time as warranted, modify these objectives and criteria according to HFC's discretion in consultation with AAM or any such financial advisors as it deems appropriate.

Because participants in the Plan ultimately are responsible for their own investment decisions, HFC and AAM aim to provide participants with the following capabilities:

- Choose from a minimum of five diverse alternative investment fund categories, each with materially
  different risk and return characteristics, at least one of which will provide for a high degree of safety
  and capital preservation.
- Make investment decisions at least quarterly.
- Receive or have access to the following information in accordance with ERISA Section 404(c) (Please refer to ERISA Section 404(c) for a complete list of information that participants will receive), as updated:
- A description of the investment alternatives available under the Plan including a general description of the investment objectives, risk and return characteristics, and type and diversification of assets comprising each alternative;

- A description of any transaction fees or expenses charged to the participant's account, and information on fund costs and fees that reduce the rate of return to participants (expense ratios); and
- Fund prospectuses, annual reports, and semiannual reports.
- A description of how, when and to whom participants may give investment instructions or identification of designated investment managers.
- Protection of capital gains to obtain a positive return over a given market-cycle.
- Asset growth, exclusive of contributions and withdrawals, should exceed the rate of inflation to preserve purchasing power.
- Obtain stable and consistent returns.

#### **Participant Investment Education**

In developing a continual participant investment education program, the Plan will select funds and provide supporting material with consideration for the following:

- The number of funds offered should be limited to promote participant understanding without sacrificing the objectives set forth in this policy.
- The Plan Sponsor should provide general information relating to the economy and capital markets as part of the investment education program.
- Participants should be encouraged to select an appropriate asset allocation (based on their risk tolerance, their time until retirement and other factors relating to their personal financial status) and avoid attempts to time the market.
- The Plan Sponsor should educate participants on the relative risk and return of investing in different asset classes and how diversified investing can reduce the risk of investing.

#### Adviser Proposed Investment Strategies and/or Modules: (See Approach to Performance and Measurement)

#### Approach to Performance and Measurement

When selecting investment options, each investment manager must meet certain minimum criteria:

- 1. They must be a bank, insurance company or investment management company or an investment adviser under the Registered Investment Advisers Act of 1940.
- 2. They must be operating in good standing with regulators and clients, with no material pending or concluded legal actions.
- 3. They must provide detailed additional information on the history of the firm, its investment philosophy and approach, and its principals, clients, locations, fee schedules and other relevant information.

HFC and AAM will review the investment objectives and risk characteristics, historical performance, and expenses related to each available Plan investment option and choose a specific option based on these procedures and objectives. HFC and AAM recognize that risk, volatility, and the possibility of loss in purchasing power are present to some degree in all types of investment vehicles. While high levels of risk are to be avoided, the assumption of risk is warranted and encouraged to allow HFC and AAM the opportunity to achieve satisfactory long-term results consistent with these procedures and objectives.

Generally, all investment options are expected to perform as well as or better than their prescribed performance standards, net of fees. In any case, HFC and AAM shall have full discretion and reserves the right to offer or terminate an investment option at any time, for any reason. Once the decision to terminate an investment option is made, asset transfer and liquidation should be handled to the best advantage of the plan using one of the following approaches:

- Remove and replace with an alternative manager and move existing assets directly to the alternative manager.
- Freeze the assets managed by the terminated manager and direct new assets to a replacement manager.
- Phase out the manger over a specific time period.
- Continue the manager but add a competing manager.
- Remove the manager and do not provide a replacement manager.

#### **Monitoring of Investment Options**

The on-going monitoring of investments will be a regular and disciplined process. While frequent change is neither expected nor desirable, the process of monitoring investment performance relative to specified guidelines is an on-going process.

HFC and AAM will review periodically the investment managers' progress in meeting the Plan's investment objectives on at least a quarterly basis. HFC and AAM will review the Plan's investment offerings and HFC's and AAM's actions pertaining to investment options at least once per year. Generally, HFC and AAM realize investment managers should be given a full market cycle to achieve stated objectives, therefore greater weight will be given to market-cycle performance than performance in any given year. However, the Committee and/or trustee(s) recognizes that economic, political, social or other changes could occur requiring action sooner than a full-market cycle. Investment options that consistently under perform in terms of risk and return will be carefully reviewed to determine if any action is warranted.

#### **Default Investment Fund Selection**

For those participants who fail to give investment instructions regarding either their balance in the Plan or future contributions to the Plan, the Committee has determined that such balances and contributions will be invested in a Qualified Default Investment Alternative (QDIA) as described in US Department of Labor regulations. HFC and AAM, with the assistance of the plan recordkeeper where appropriate, will:

- Select a Lifecycle or Target Date Fund as the default investment option under the Plan.
- Notify each participant 30 days in advance of the initial investment and annually thereafter with a
  description of the investment, the participant's rights to change the investment and how to obtain
  additional information or to make changes.
- Allow the participant to provide the opportunity to direct investments in its account any time prior to or after the placement of funds in the QDIA.
- On an ongoing basis provide the same level of information as the other investment options in the Plan.

In conducting these activities, the Committee will follow the requirements of the Plan's ERISA Section 404(c) Policy Statement.

#### Coordination with The Plan Document

Notwithstanding the foregoing, if any term or condition of this investment policy conflicts with any term or condition in the Plan, the terms and conditions of the Plan shall control.

ON BEHALF OF ATTICUS ASSET MANAGEMENT AND THE HOMESTAR FINANCIAL CORPORATION 401K AND PROFIT SHARING PLAN and TRUST:

Name: E. Carter Morris IV

Title: President & Chief Investment Officer for Atticus Asset Management

Date: Tuesday, April 18, 2017

#### **Disclosure**

This document is based on the information the Plan(s) and/or Participants have provided and is assumed to be accurate and complete to such extent. Any assumptions, projections, strategies or plans of action set forth by the Adviser are designed to be used solely for illustrative purposes or as a guideline for possible implementation. No guarantee can be offered about the future performance of any investments or implementation of proposed actions in connection with this IPS and no statement herein should be considered as a guarantee. Indexes used for performance comparison purposes (if applicable) may not be available for direct investment and are not directly correlated to any particular investment recommendation.

This IPS does NOT offer legal or tax advice, therefore you should consult the proper legal or tax advisers before any actions are taken. If there are any discrepancies between the information contained in this IPS and the Plan documents, the provisions set forth in the Plan documents will supersede the provisions or information contained herein.

### Plan and Adviser Adoption Signatures

Plan and Adviser both jointly adopt this Investment Policy Statement as of the effective date listed immediately below and agree that it is a work in progress that must be updated frequently in order to remain relevant and appropriate.

Plan Name (Plan signatories/fiduciaries):		AAM		
Docusigned by:  Wes Hunt  4/18/20	017   7	DocuSigned by:	4/18/2017   12	:26:39 PM EDT
Plaff Signature	Date	Adviser Signature	Date	
		DocuSigned by:		2:26:39 PM EDT
Second Plan Signature	Date	Chief Compfiance Officer Signa	ture Date	