

REDSTONE TRUST PARTICIPATION AGREEMENT
(for clients of CIF Marketplace and Black Knight Asset Management LLC)

The purpose of this Participation Agreement ("Agreement") is to provide for investment of some or all of the assets of the plan or other participating account named below (the "Participating Account") in one or more Portfolios of the Redstone Trust (the "Redstone Trust") by (1) establishing that the Participating Account is a Qualified Account authorized to invest in the Redstone Trust, and (2) appointing the Trustee to receive assets of the Participating Account and to provide for their investment in the Redstone Trust.

The Redstone Trust is a group trust under Revenue Ruling 81-100 maintained by Cardinal Bank, as trustee (the "Trustee"). The operation and management of the Redstone Trust is governed by the terms of the Declaration of Trust establishing the Redstone Trust, effective as of July 1, 2007, as amended from time to time (the "Declaration of Trust"). All capitalized terms in this Agreement have the meaning set forth in the Declaration of Trust, unless otherwise specifically defined herein.

The parties to this Participation Agreement, which is dated as of _____, 20_____, are:

"Participating Account"	AND	"Trustee"
Plan Name: _____		Cardinal Bank, as Trustee of the Redstone Trust
Address: _____		8270 Greensboro Drive
_____		McLean, Virginia 22102
Telephone: _____		Telephone: 703-848-2183
Facsimile: _____		Facsimile: 703-883-3814

EIN#	Plan #
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1. Servicing Agency. The employer, plan administrator or other authorized fiduciary of the Participating Account executing this agreement (the "Plan Fiduciary") has arranged for the investment and reinvestment of the assets of the Participating Account through the broker-dealer or other entity designated as the servicing agency on Schedule A (the "Agency"). The Participating Account's investment in the Redstone Trust shall be made through an account (the "Account") established by the Agency with the Trustee in connection with the investment of one or more participating accounts. The Plan Fiduciary hereby appoints the Agency as its authorized agent to communicate on its behalf all directions, instructions or other notices under this Agreement to the Trustee. The Participating Account will trade through the Agency until the Account is liquidated, or another relationship acceptable to the Trustee is established. The Participating Account shall indemnify and defend the Trustee against any loss, cost, liability or expense arising from the Trustee's reliance on any direction, instruction, or other notice received from the Agency on behalf of the Plan Fiduciary and/or the Participating Account, unless the Trustee has received express written notice from the Plan Fiduciary that the authorization set forth herein is no longer effective.

2. Trustee. The Plan Fiduciary hereby acknowledges that the Trustee is the trustee and investment manager of the Redstone Trust, and also shall be the trustee of the Participating Account with respect to those assets of the Participating Account transferred hereunder to the Trustee for investment in one or more of the Portfolios of the Redstone Trust. The Participating Account's participation shall be effective as of the Valuation Date following the date on which the Trustee determines, in its sole discretion, that the Participating Account is a Qualified Account and all other requirements for the Participating Account's participation in the Redstone Trust are satisfied.

3. Acknowledgment of Fiduciary Status. The Plan Fiduciary hereby appoints the Trustee to serve as investment manager to the Participating Account within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Trustee hereby acknowledges that it is a fiduciary with respect to the Participating Account within the meaning of Section 3(21) (A) of ERISA and represents that it is a bank within the meaning of Section 202 (a) (2) of the Investment Advisers Act of 1940, as amended.

4. Investment In Portfolios. The Trustee shall invest the assets of the Participating Account delivered to the Trustee from time to time under this Agreement in one or more Portfolios of the Redstone Trust solely in accordance with directions of the Plan Fiduciary. Each Portfolio is a separate investment portfolio of the Redstone Trust operated and managed with the purposes, objectives and policies specified by the Trustee in the Exhibit to the Declaration of Trust that establishes such Portfolio. The Trustee has the right to add, merge or liquidate any of the Portfolios available under the Redstone Trust from time to time upon advance written notice to the Agency as further described by the Declaration of Trust. The Plan Fiduciary acknowledges and agrees that the Plan Fiduciary, and not the

Trustee, shall remain responsible for the allocation of the assets of the Participating Account among the Portfolios and the overall diversification of the assets of the Participating Account, as required by ERISA.

5. Investment Directions. All directions of the Plan Fiduciary regarding investments in and withdrawals from any of the Portfolios and the Redstone Trust shall be effected in accordance with the Trustee's trading policies and procedures. The Trustee may include in its trading policies and procedures measures to discourage frequent trading that may harm participants in the Redstone Trust, including limits on the frequency of investments and withdrawals, redemption fees or other measures, and may in its sole discretion reject investment directions that violate such policies and procedures. The Trustee is not liable for any failure to effect directions that are not in good order under its trading policies and procedures. The Trustee shall communicate its trading policies and procedures to the Agency from time to time, and the Plan Fiduciary agrees and acknowledges that the Trustee's notice of its trading policies and procedures provided to the Agency shall constitute notice of such policies and procedures to the Plan Fiduciary.

6. Withdrawal Restrictions. The Trustee generally will accept and execute directions for investments in and withdrawals from any of the Portfolios and the Redstone Trust on any date that the New York Stock Exchange is open for trading and on which the Trustee's office is open for business. Notwithstanding the foregoing: (a) the Declaration of Trust requires the Participating Account to provide no less than 60 days written notice prior to the Valuation Date for any total or partial withdrawal from any Portfolio or the Redstone Trust, and the Trustee may in its sole discretion enforce such notice requirement, and (b) investments in and withdrawals from the Income Fund Separate Portfolio are subject to the additional restrictions described by the Declaration of Trust Exhibit establishing the Income Fund Separate Portfolio. A distribution to the Participating Account shall be made as promptly as practicable after the Valuation Date on which the withdrawal is effective. The Plan Fiduciary hereby acknowledges such restrictions.

7. Participant Direction and Disclosure. If the Participating Account is an individual account plan that permits participants to direct the investment of their individual account among investment options including one or more of the Portfolios, the Plan Fiduciary shall be solely responsible for disclosing any information required to be disclosed to such participants under applicable law and U.S. Department of Labor regulation, including without limitation: any restrictions on participant investment directions required to comply with the Trustee's trading policies and procedures; restrictions on participants' or the Participating Account's withdrawals from any Portfolio; and the fees applicable to the Portfolios and Redstone Trust.

8. Fees and Expenses; Unit Value. Each Portfolio is available in one or more series, with different rates of total annual fees. The Participating Account shall invest in the series set forth at Schedule A, and the Trustee shall collect the Annual Fee set forth on Schedule A for the Participating Account's investment in each Portfolio. Out of the Annual Fee, the Trustee (a) retains a portion for its trusteeship, management and administration of the Redstone Trust and each Portfolio, and (b) pays (directly or through its paying agent) certain amounts to one or more service providers to the Participating Account designated by the Plan Fiduciary on Schedule A. The Trustee maintains a series unit price for each Portfolio net of the total Annual Fee set forth on Schedule A and any other expenses of the Portfolio and Redstone Trust chargeable under the Declaration of Trust, accrued daily ("Series Unit Price"). The Participating Account's investments in and withdrawals from the Portfolios and the Redstone Trust on any Valuation Date shall be effected at the Series Unit Price applicable to each Portfolio on such Valuation Date. The Trustee may amend the Annual Fee set forth in Schedule A for any Portfolio from time to time on at least 45 days advance notice to the Plan Fiduciary in accordance with Section 12 of this Agreement.

9. Liability. The Trustee shall be responsible for managing the assets of the Participating Account only as set forth this Agreement and in accordance with the Declaration of Trust and applicable law. The Trustee shall have no responsibility whatsoever for, and shall incur no liability on account of, (i) the selection by the Plan Fiduciary of the Portfolios and the Redstone Trust for the Participating Account or the determination that investment in any Portfolio or the Redstone Trust is appropriate and prudent under applicable law including ERISA, (ii) the selection by the Plan Fiduciary of the Agency or any service provider to the Participating Account designated by the Plan Fiduciary on Schedule A, or (iii) the management of any other asset of the Participating Account. Except as otherwise provided in ERISA, the Trustee shall have no responsibility for (i) the acts or omissions of the Plan Fiduciary, the Agency, any other service provider designated by the Plan Fiduciary on Schedule A, or any other fiduciary or service provider to the Participating Account, (ii) any loss, cost, liability or expense resulting from anything done or omitted to be done in good faith reliance on any written instructions from the Plan Fiduciary or its representatives, including without limitation the Agency.

10. Representations. The Plan Fiduciary hereby represents and warrants as follows:

(a) The Participating Account is duly authorized to participate in the Redstone Trust and the selected Portfolio(s), and the person signing on behalf of the Plan Fiduciary and the Participating Account has been granted full power to execute this Agreement and to appoint the Trustee.

(b) The Participating Account is a Qualified Account, specifically, the Participating Account is either (i) a pension or profit sharing plan trust that is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and exempt from tax under Section 501(a) of the Code, (ii) an employee benefit plan trust or account established with respect to any governmental plan as defined by Section 414(d) of the Code that has been established by an employer for the exclusive benefit of employees or their beneficiaries if under such plan it is impossible prior to the satisfaction of liabilities with respect to such employees and their beneficiaries for any part of the corpus or income to be used for or diverted to purposes other than the exclusive benefit of such employees or beneficiaries, or (iii) any other plan or trust or other account permitted by applicable law to invest in the Redstone Trust, as determined by the Trustee in its sole discretion. The Participating Account does not cover any self-employed individual as defined by Section 401(c) of the Code, unless the requirements of SEC Rule 180 on investment of retirement plan assets held for self-employed individuals have been satisfied. The Plan Fiduciary shall provide at the request of the Trustee a favorable Internal Revenue Service determination letter with respect to the tax-qualification of the Participating Account or other evidence acceptable to the Trustee demonstrating the Participating Account's qualified status. The Plan Fiduciary shall notify the Trustee as soon as practicable in writing if the Participating Account should at any time fail to maintain its qualified status.

(c) The Participating Account is permitted or authorized to commingle its assets for investment purposes through the medium of a common, collective, commingled or group trust, including the Redstone Trust. The Declaration of Trust is hereby adopted by specific reference in accordance with Revenue Ruling 81-100 for and as a part of the governing documents of the Participating Account and the Participating Account shall be bound by the provisions of the Declaration of Trust. The Plan Fiduciary has received a copy of the Declaration of Trust and the Exhibit to the Declaration of Trust establishing each Portfolio in which the Participating Account may invest.

(d) The Plan Fiduciary has reviewed and approved the arrangements under which the Trustee makes payments to the service providers to the Participating Account designated by the Plan Fiduciary on Schedule A, and in connection therewith, determined that (i) such payments constitute reasonable compensation to the recipient for services provided to the Participating Account and (ii) such payments do not involve any non-exempt transactions prohibited by Section 406 of ERISA. The Plan Fiduciary hold harmless and indemnify the Trustee from any loss, cost, liability or expense incurred if the Plan Fiduciary misrepresents the role or duty of any person designated by the Plan Fiduciary on Schedule A.

The Plan Fiduciary, and to the extent permitted by applicable law, the Participating Account, shall each be jointly and severally responsible for any loss, cost, liability or expense of the Trustee resulting from any failure to comply with the representations and warranties provided in this Section 10.

11. Termination. This Agreement may be terminated by the Trustee or by the Plan Fiduciary upon 30 days advance notice to the other party. Upon termination, the Trustee shall withdraw the assets of the Participating Account from the Redstone Trust subject to Section 6 of this Agreement and the Declaration of Trust. The Trustee shall continue to be paid its fees until the Valuation Date on which such withdrawal is effective.

12. Amendment. The Trustee may amend this Agreement (including without limit Schedule A), the Declaration of Trust, and any Exhibit to the Declaration of Trust establishing a Portfolio, at any time with 45 days advance written notice to the Plan Fiduciary, which amendment shall take effect not earlier than the first Valuation Date following the end of such 45-day notice period. The Plan Fiduciary may object to any amendment by requesting the complete withdrawal of the Participating Account from the Redstone Trust before the effective date of such amendment.

13. Trust Reports on Internet. The Trustee may post to its internet website reports and other notices concerning the Redstone Trust and the Portfolios, including without limitation reports and other information intended to satisfy the Trustee's obligations to deliver information for purposes of the Participating Account's annual report on Form 5500. The Plan Fiduciary hereby consents to the receipt of such information by posting to an internet website, so long as the Trustee provides the Plan Fiduciary with separate notice (which may be by electronic or other reasonable means) of the posting of the report or other information and how such information may be accessed. On written request, the Trustee will supply the Plan Fiduciary with a paper copy of such report or other information.

14. Notices. Except as provided by Section 13, any notice under this Agreement shall be in writing and shall be effective when actually (a) delivered in person, (b) delivered by overnight courier (with signed acknowledgement or

receipt), or (c) sent by facsimile or by other means, including electronic means, acceptable to the Trustee in its sole discretion, confirmed by telephone by the sender at the address or facsimile number of the party to whom the notice is directed. The address and facsimile number of the Trustee and the Participating Account are indicated in the heading of this Agreement. Either party may specify another address by notice to the other party.

15. Assignability. The Participating Account may not assign or transfer its rights under this Agreement or its interest in the Redstone Trust in whole or in part without first obtaining the written consent of the Trustee, and any attempted assignment or transfer shall be void.

16. Miscellaneous. This Agreement shall be binding upon the successors and assigns of any and all present and future parties. This Agreement and the obligations of the parties, including without limitation the applicability of state banking and securities laws, shall be governed by and interpreted under the laws of the State of Virginia, to the extent not superceded by the laws of the United States, without regard to the choice of law provisions thereof. This Agreement, together with the Declaration of Trust, as amended from time to time, is the entire agreement between the Plan Fiduciary, the Participating Account and the Trustee regarding the subject matter of this Agreement.

PLAN FIDUCIARY

CARDINAL BANK

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SCHEDULE A – FEES AND SERVICE PROVIDER DESIGNATIONS
REDSTONE TRUST PARTICIPATION AGREEMENT
For Selected Clients of CIF Marketplace**

I. Annual Fees

The Trustee shall collect the Annual Fees with respect to each Portfolio, as set forth below. The total Annual Fees shall consist of the Trustee Fee, the Service Fee, and the Advisors Fee, as set forth below. The Annual Fee shall be accrued daily, paid monthly in arrears and charged against the Series Unit Price determined for each Portfolio on each Valuation Date on which investments in or withdrawals from such Portfolio are permitted.

Portfolio	Trustee Fee	Inv. Adviser's Fee	Service Fee	Advisors Fee	Total Annual Fee
BKAM SVF P	0.31%	0.25%	0.00%	0.00%	0.56%

The Annual Fee will be paid in the following fashion:

- The Trustee receives the Trustee Fee for its operation, management and operation of each Portfolio. The Trustee shall pay the advisory fees any investment advisor of a Portfolio out of its Trustee Fee.
- The Trustee will pay the Service Fee to the recordkeeping firm or other service provider to the Participating Account designated by the Plan Fiduciary below. The Service Fee is designed to compensate such recordkeeping firm or other service provider for administrative and other services to the Participating Account, including without limitation recordkeeping, reporting and processing services, delivering communications materials, and other administrative and ministerial services, or such other services as may be approved by the Plan Fiduciary from time to time.
- The Trustee will pay the Advisors Fee to the broker of record, financial advisor or other entity designated by the Plan Fiduciary below. The Advisors Fee is designed to compensate the broker of record, financial advisor or such other entity for services to the Participating Account, including without limitation providing communications to and responding to questions from the Plan Fiduciary and participants of the Participating Account regarding the Redstone Trust and the Portfolios and such other advisory or other services as may be approved by the Plan Fiduciary from time to time.

The Plan Fiduciary represents and warrants that it has reviewed and approved the arrangements under which the Trustee makes payments to the service providers designated by the Plan Fiduciary to receive payments from the Trustee as outlined in this Schedule A, and in connection therewith, determined that (i) such payments constitute reasonable compensation to the recipient for services provided to the Participating Account and (ii) such payments do not involve any non-exempt transactions prohibited by Section 406 of ERISA.

II. Designation of Participating Account Service Providers

A. Servicing Agency. The Participating Account's Servicing Agency shall be:

Name of Servicing Agency _____ N/A _____

Address for Notice _____

City _____ State _____ Zip _____

Contact Name _____

Direct Phone _____ Email _____

B. Service Fee. The Plan Fiduciary directs the Trustee to pay the Service Fee to:

Name of Service Provider _____ N/A _____

Address for Payment _____

City _____ State _____ Zip _____

Representative Name _____

Direct Phone _____ Email _____

C. Advisory Fee. The Plan Fiduciary directs the Trustee to pay the Advisors Fee to:

Broker Dealer or other Entity Name N/A _____

Address for Payment _____

City _____ State _____ Zip _____

Complete for Broker-Dealer, if Applicable

Representative Name _____

Direct Phone _____ Email _____

Branch Name _____

Branch Address _____

City _____ State _____ Zip _____

Dealer Number _____ Branch Number _____

Representative's Number _____

The Plan Fiduciary shall notify the Trustee as soon as practicable of any change in the information provided with respect to the Servicing Agency or any service providers designated to receive the Service Fee and Advisors Fee, as set forth above. The Trustee may rely upon and shall be held harmless in relying on the information set forth on this form until its actual receipt of notice of a change and on any notification of a change in such information received from the Plan Fiduciary or the Agency.

AGREED AND ACKNOWLEDGED BY PLAN FIDUCIARY:

By: _____

Title: _____

Date: _____

Return To: Attention Matthew Avery
Original
Cardinal Trust Administration
8270 Greensboro Drive, Suite 400
McLean, VA 22102

Fax or Email
Matt.Avery@cardinalbank.com
703-883-3814