Exhibit 3

**Schedule of Fees**

The Investment Consultant has agreed to provide the Fund with consulting services as described in Section 1 and Exhibit A of the Investment Consulting Services Agreement. For purposes of Section 5, the Investment Consultant’s annual fee shall be:

 [INSERT PROPOSED FEE]

The fees paid to the Investment Consultant shall be the sole cost charged to the Fund for the services under this Agreement. All travel, document delivery costs, and out-of-pocket expenses incurred in connection with fulfilling its obligations under this Agreement shall be borne entirely by the Investment Consultant. The Investment Consultant’s fees shall be billed quarterly, in arrears, pro-rated for any partial month, and shall be payable by the Fund within forty-five (45) days.

Investment Consultant represents that no other client, obtained prior to or subsequent to the Fund, will be charged a lower fee for providing substantially the same services to be rendered to the Fund. Investment Consultant agrees to promptly notify the Fund if it provides more favorable fees to any such other client. Investment Consultant agrees that, on the effective date of such an occurrence, the more favorable fee structure shall be applied to the Fund in lieu of the fees set forth above.

ACKNOWLEDGED:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_