

Agenda Item:	IV H: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Steve Budhraj Ed.D, Chief Financial Officer
RE:	Approval of Nationwide Agreement for 403b & 457 Retirement Plans

**Action Proposed:**

I move that the Board approve the agreement between Magnolia Public Schools and Nationwide for 403b & 457 retirement plan services for all MPS employees.

**Background:**

Many charter schools offer supplemental retirement plans for their employees. MPS currently offers supplemental retirement plans through John Hancock. Under the current plan, Home Office employees are eligible to participate in a 401k in order to supplement their retirement income. The current plan however, does not allow for 403b or 457 plan options and is only available to Home Office employees. Therefore, school site employees are not eligible to participate in this plan.

The proposed plan with Nationwide would allow all MPS employees to participate in supplemental retirement plans including 403b and 457 plans. Under this plan, employees would be able to set up their own accounts through Nationwide and elect to make contributions from their paycheck into the plan of their choice. MPS would have the ability for defined contribution, which would allow us to match up to 4 percent of the employee’s contribution at its discretion each year.

**Budget Implications:**

Under the Nationwide Plan, the total estimated costs would be \$20,297 based on the projected number of participants. Currently, we pay approximately \$17,078 annually to John Hancock for these services. Given the greater level of participation, the projected fees would allow for some additional savings as the cost per participant with Nationwide is overall less than the fees paid to our existing provider.

The MPS Finance Department will evaluate overall participation in order to determine the amount of money required in order to provide a matching contribution for employees. Once the amount is calculated, we will bring this item back to the board and make a recommendation on the employer match, if any for the 2023-24 fiscal year.

**Exhibits:**

Agreement for Services between MPS and Nationwide.



**Nationwide®**  
is on your side

**Magnolia Public Schools**  
88933 Product Package  
Nationwide® Retirement Flexible Advantage<sup>SM</sup>

Prepared by:  
Nationwide® Retirement Plans

**Presented by:**  
Joseph Fay  
Securian Financial Services, Inc.  
August 8, 2023

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2016

FOR PLAN SPONSOR USE ONLY

PNM-3223AO (04/16)

# Welcome.

We know that you have many choices when it comes to your group retirement plan provider. Thank you for choosing Nationwide® as your retirement provider. Enclosed you will find all the necessary documents that need to be signed. Signing these documents will get you closer in the establishment of your Retirement Plan.

Please return documents to:  
Nationwide® Retirement Plans  
Attn: *Justin Billings*  
10 W. Nationwide Boulevard  
Attn: 05-04-204X New Business  
Columbus, OH 43215

For questions contact *Justin Billings* - Your Implementation Manager at (614) 435-5448



# Table of Contents

Please review all enclosed documents and sign where indicated.  
Document indicated in this color require selection(s) or signature

## Products Highlight Tab

- Product Highlights

## The Nationwide Financial Investment Platform Tab

- Program Agreement
  - Executive Summary
  - QDIA/Default Fund Selection Schedule
  - Fund Selection Schedule (Maximum limit: 50 funds)
- Summary of Contract Information
- Fixed Group Annuity Contract Application and Specimen Contract
- RIA Plan Sponsor Agreement
- RIA Schedule of Fees

## Financial Professional Compensation Agreement(s) Tab

- Disclosure Statement
- Compensation Page

## Miscellaneous Administration Form(s) Tab

- Plan Sponsor Questionnaire
- Employee Notice Delivery Election Form

## Acceptance Agreement - Product Tab

- Acceptance Agreement – Product

**Nationwide<sup>®</sup> Retirement Plans**  
**Highlights for:**  
**196-88933 Magnolia Public Schools 403(b) Plan**

**Product Highlights**

The information listed below offers an overview of the products and services you have selected for your Plan. There is detailed information about each item in the following legal documents.

**Nationwide<sup>®</sup> Investment Platform**

Nationwide Retirement Flexible Advantage<sup>®</sup>

Products and services added to this plan:

- **Fund Window**
  - o Allows participants access to hundreds of investment options with no additional charge
- **Managed Account Services**
  - o Gives the participant the opportunity to hand the investment decisions to a Registered Investment Advisor for a fee
  - o No additional charge to Plan Sponsor, only participants that elect the service will be assessed a fee
- **Nationwide Fixed Contract<sup>®</sup>**
  - o A group annuity contract issued by Nationwide Life Insurance Company that offers a competitive guaranteed interest rate on an annual basis. Limits exchanges to other investment options to 20% per year; amounts exchanged in excess of this limit as well as transfers to a successor contract may be reduced by a market value adjustment.
  - o 1.60% Annual Net Rate

Refer to the next page for a list of Expenses.

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



**Expenses**

The following expenses are applicable to your plan. There is detailed information about each item in the legal documents that follow. Additional Administrative Fees paid to your Administration Firm may apply. Please refer to all legal documents for additional information on all applicable expenses.

Termination Fee	No Termination Fee Applies
Account Fee	\$0 - The plan has elected no Custodial Services.
Nationwide Asset Fee	0.37%
Financial Advisor Commission Cost	0.55%
Total Asset Fee	0.92%

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



## Nationwide<sup>®</sup> Retirement Plans

### Nationwide Retirement Flexible Advantage Program Agreement ("Agreement")

This Agreement, including the following Schedules;

- QDIA / Default Fund Selection Schedule
- Redemption Fee Schedule
- Administration Firm Schedule
- Fund Access Schedule
- Managed Account Services Schedule
- Report Schedule
- Termination Schedule
- Disclosure Schedule
- Fund Selection Schedule

is made between **Magnolia Public Schools** ("Plan Sponsor") and Nationwide Trust Company, FSB as **Custodian** ("Nationwide") pursuant to the **Magnolia Public Schools 403(b) Plan** ("Plan") to establish the **Custodial Account** for **Magnolia Public Schools 403(b) Plan** ("Account").

The Plan Sponsor appoints **National Benefit Services LLC** as the Administration Firm to fulfill the duties as described in this Agreement.

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan complies with the Employee Retirement Income Security Act of 1974 ("ERISA") and applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to meet the requirements of Code Section 403(b)(7), to qualify for treatment under Code Section 401(f), to be tax-exempt under Code Section 501(a), and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges and agrees that Nationwide is not a fiduciary or a named fiduciary within the meaning of ERISA Sections 3(21) and 402(a). The Plan Sponsor agrees that it will provide Nationwide with all information necessary for the Account to meet and maintain compliance with the requirements of Code Section 403(b)(7).

Specifically, the Plan Sponsor represents and warrants the following: (i) Plan Sponsor is an employer eligible to offer programs under Section 403(b) of the Code and ERISA; (ii) the Plan is governed by a written plan document executed and effective in accordance with the Code which lists Nationwide as the sole approved Provider and which incorporates the Program Agreement; (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Plan Sponsor shall notify Nationwide prior to adding any other approved Provider(s); (v) Plan Sponsor shall not allow investment of any assets of the Plan with a Provider that is not listed as an approved Provider in the Plan document and, in the event such investment does occur or has occurred, Plan Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Plan Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with ERISA and Section 403(b) of the Code and the regulations thereunder, including but not limited to Treasury Regulation Section 1.403(b)-3. For purposes of this section, "Provider" means any insurance company qualified to issue annuity contracts which include payment in the form of an annuity or any provider of custodial accounts in which contributions are or were made under the Plan.



## EXECUTIVE SUMMARY

### **PURPOSE**

The Executive Summary provides details about fees, features of the Account and includes additional options which the Plan Sponsor may elect to include in the Account.

### **FUND WINDOW ACCESS**

If the Plan Sponsor elects to make Fund Window, as described in the Definitions and Fund Access Schedule, available to all Plan Participants, the box below **must** be checked.

**Plan Sponsor elects to offer Fund Window.**

### **ASSET FEES**

The Asset Fee(s) below, payable to Nationwide, applies to all Funding Vehicle(s), excluding any applicable Group Annuity Contracts. The annual Asset Fee is as follows:

0.92 % for Fund(s)

The Asset Fee may increase or decrease based on various factors which may include, but is not limited to, Asset Balance, Average Asset Balance, Average Participant Balance, number of Participants and the assets held in specific Funding Vehicle(s) and services. Any changes to the Asset Fee will be made in accordance with the Amendment provisions of this Agreement. Such notice may be made in an electronic format by Nationwide. Refer to the Fund Access Schedule for further information regarding the modification of the Asset Fee.

### **PER PARTICIPANT FEE**

The Per Participant Fee below, payable to Nationwide Trust Company, FSB, may be charged to the Plan to cover Participant recordkeeping expenses incurred by Nationwide. The Per Participant Fee may increase or decrease based on the Average Participant Balance and the Average Asset Balance. Any changes to the Per Participant Fee will be made in accordance with the Amendment provisions of this Agreement.

Fee Deducted from Plan assets (DEFAULT)

A Per Participant Fee of \$4 per month will be deducted from each account with a balance accordingly.



## EXECUTIVE SUMMARY

Bill to Plan Sponsor

Nationwide will bill the Plan Sponsor for the amount of the Per Participant Fee after the close of each calendar quarter-end. The dollar amount to be billed will be determined by multiplying the number of Participants with a balance at the close of each calendar quarter-end by \$12. The Plan Sponsor shall remit the Per Participant Fee as indicated in the invoice no later than thirty (30) calendar days after the invoice date.

If the Plan Sponsor fails to pay the invoiced Per Participant Fee by the sixtieth (60) calendar day following the invoice date, the Plan Sponsor directs Nationwide to deduct the Per Participant Fee as stated in the invoice from each account with a balance accordingly at the time of deduction. In addition, Nationwide reserves the right to change the assessment method for future Per Participant Fees from billing to deduct from the Account on a monthly basis if payments are not remitted by the date due.

When a request for a total Plan Transfer or termination is received, Nationwide will calculate the final Per Participant Fee amount owed and deduct it from each account with a balance accordingly within five (5) Business Days prior to the liquidation date.

The Plan Sponsor may change the assessment method by submitting Written Instruction(s) to Nationwide in the Required Format.

## EXECUTIVE SUMMARY

### **SINGLE SUM FEE**

The Single Sum Fee below, payable to Nationwide Trust Company, FSB, may be charged to the Plan to cover recordkeeping expenses incurred by Nationwide. The Single Sum Fee may increase or decrease based on the Average Asset Balance. Any changes to the Single Sum Fee will be made in accordance with the Amendment provisions of this Agreement.

Fee Deducted from Plan assets (DEFAULT)

A Single Sum Fee of \$0 per year will be deducted on a pro rata basis from each account with a balance accordingly at the end of each Agreement Year.

Bill to Plan Sponsor

Nationwide will bill the Plan Sponsor for the amount of the Single Sum Fee, if applicable, after the close of each calendar quarter-end. The dollar amount to be billed will be determined by dividing the annual fee of \$0 by 4. The Plan Sponsor shall remit the Single Sum Fee as indicated in the invoice no later than thirty (30) calendar days after the invoice date.

If the Plan Sponsor fails to pay the invoiced Single Sum Fee by the sixtieth (60) calendar day following the invoice date, the Plan Sponsor directs Nationwide to deduct the Single Sum Fee as stated in the invoice from each account with a balance accordingly on a pro rata basis at the time of deduction. In addition, Nationwide reserves the right to change the assessment method for future Single Sum Fees from billing to deduct from the Account on an annual basis if payments are not remitted by the date due.

When a request for a total Plan Transfer or termination is received, Nationwide will calculate the final Single Sum Fee amount owed and deduct it from each account with a balance accordingly on a pro rata basis within five (5) Business Days prior to the liquidation date.

The Plan Sponsor may change the assessment method by submitting Written Instruction(s) to Nationwide in the Required Format.

## EXECUTIVE SUMMARY

### **ACCOUNT FEE**

**No Custodial Reporting.** No Annual Custodial Account Fee applies. The Plan Sponsor acknowledges that Nationwide is under no obligation to prepare any reports, but may do so at its sole discretion at the request of the Plan Sponsor or its Administration Firm and upon receipt of a minimum fee of \$200. Requested reports are not the same as those provided with Nationwide's Annual Custodial Reporting service and will not include information necessary for completion of the Form 5500, if applicable, or to assist with audits for larger plans. If the Plan Sponsor decides at a later date to choose the Annual Custodial Reporting option, annual custodial reports will be provided only from that date forward, and will not be provided for periods prior to the change in reporting levels.

## EXECUTIVE SUMMARY

### **TERMINATION FEE**

No Termination Fee is applicable to the Account.

### **ADMINISTRATIVE FEES**

The Plan Sponsor has authorized the Administration Firm to receive fees forwarded by Nationwide<sup>®</sup>, or its designee, made payable to the Administration Firm, withdrawn from any Funding Vehicle(s) held in the Account. Such fees will be for the sole purpose of providing payment of Plan administration service fees for services rendered by the Administration Firm to the Plan. Nationwide shall accept the Administration Firm's direction as to the fees to be withdrawn.

### **PLAN SPONSOR AUTHORIZATION**

Plan Sponsor authorizes Nationwide to provide third-party service providers, hired by the Plan, with access to Plan and Participant Level information that Nationwide holds including, but not limited to, Participant name, Social Security Number, account values, fund balances, transaction histories and Funding Vehicle(s) allocations ("Plan Related Information"). Plan Sponsor represents that such third-party service providers are authorized by the Plan to receive such information from Nationwide and are obligated to protect the information and keep it confidential as required by applicable law. Nationwide's authorization to share Plan Related Information includes agents, vendors and other service providers that the Plan's third-party service provider may work with in order to carry out their services and obligations to the Plan. Nationwide shall have no liability or responsibility for third-party service provider's use of Plan Related Information.

DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND

Case Number: 196-88933

Case Name: Magnolia Public Schools

STEP 1: Select either Default Suspense Fund or Qualified Default Investment Alternative (QDIA)/Default Suspense Fund

Form with two checkboxes: Default Suspense Fund and QDIA/Default Suspense Fund, separated by 'Or'.

STEP 2: Select one of the three alternate funding options below:

Form for Option 1: Balanced/Other Fund. Includes a checkbox, title, and fields for Fund Name and Fund Code.

OR

Form for Option 2: Managed Account Services. Includes a checkbox, title, note, and fields for Fund Name and Fund Code.

OR

Form for Option 3: Targeted Retirement Date Fund Group. Includes a checkbox, title, and two steps of instructions.

**DEFAULT FUND SELECTION SCHEDULE  
QDIA/DEFAULT SUSPENSE FUND****Mutual Funds**

<u>Select</u>	<u>Fund Group</u>	<u>Name</u>
<input type="checkbox"/>	NRO	Nationwide Targeted Destination Funds
<input type="checkbox"/>	AC6	American Funds Target Date Retirement Funds
<input type="checkbox"/>	VCO	Vanguard Target Retirement Date Funds
<input type="checkbox"/>	AMR	American Century One Choice Portfolio Funds R6
<input type="checkbox"/>	FFI	Fidelity Advisor Freedom Funds
<input type="checkbox"/>	JPR	JPMorgan SmartRet Flex R6
<input type="checkbox"/>	TRR	T.Rowe Price Retirement Funds
<input type="checkbox"/>	TIA	TIAA CREF LfCyc Ind Inst

## DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Targeted Retirement Date Fund Groups:

**Please note by adding a group, you are adding ALL funds in that group.**

Mutual Fund Name	Fund Code
<b>Fund Group NRO</b>	
NW DEST 2025 R6	NWOA
NW DEST 2030 R6	NWPA
NW DEST 2035 R6	NWQA
NW DEST 2040 R6	NWRA
NW DEST 2045 R6	NWSA
NW DEST 2050 R6	NWTA
NW DEST 2055 R6	VBXA
NW DEST 2060 R6	CVYA
NW DEST RTRMT R6	NWMA
<b>Fund Group AC6</b>	
AMFDS 2010 TRGTDTRTRMT R6	RFTA
AMFDS 2015 TRGTDTRTRMT R6	RFJA
AMFDS 2020 TRGTDTRTRMT R6	RRCA
AMFDS 2025 TRGTDTRTRMT R6	RFDA
AMFDS 2030 TRGTDTRTRMT R6	RFEA
AMFDS 2035 TRGTDTRTRMT R6	RFFA
AMFDS 2040 TRGTDTRTRMT R6	RFGA
AMFDS 2045 TRGTDTRTRMT R6	RFHA
AMFDS 2050 TRGTDTRTRMT R6	RFIA
AMFDS 2055 TRGTDTRTRMT R6	BEGA
AMFDS 2060 TRGTDTRTRMT R6	CXSA
AMFDS 2065 TRGTDTRTRMT R6	GCEA
<b>Fund Group VCO</b>	
VNGRD TRGT RTRMT 2020 INV	VTWA
VNGRD TRGT RTRMT 2025 INV	VTTA
VNGRD TRGT RTRMT 2030 INV	VTHA
VNGRD TRGT RTRMT 2035 INV	VHTA
VNGRD TRGT RTRMT 2040 INV	VFOA
VNGRD TRGT RTRMT 2045 INV	VTIA
VNGRD TRGT RTRMT 2050 INV	VFFA
VNGRD TRGT RTRMT 2055 INV	VVXA
VNGRD TRGT RTRMT 2060 INV	BWGA
VNGRD TRGT RTRMT 2065 INV	EHJA
VNGRD TRGT RTRMT 2070 INV	GTYA
VNGRD TRGT RTRMT INC	VTNA
<b>Fund Group AMR</b>	

**DEFAULT FUND SELECTION SCHEDULE  
QDIA/DEFAULT SUSPENSE FUND**

AMCENT IN RTRMT R6	EHMA
AMCENT ONECHOICE2025 R6	EESA
AMCENT ONECHOICE2030 R6	EEUA
AMCENT ONECHOICE2035 R6	EEWA
AMCENT ONECHOICE2040 R6	EEYA
AMCENT ONECHOICE2045 R6	EFAA
AMCENT ONECHOICE2050 R6	EFCA
AMCENT ONECHOICE2055 R6	EFEA
AMCENT ONECHOICE2060 R6	EFGA
AMCENT ONECHOICE2065 R6	GDYA
<b>Fund Group FFI</b>	
FIDADV FREE 2010 INST	ALYA
FIDADV FREE 2015 INST	AMLA
FIDADV FREE 2020 INST	ALZA
FIDADV FREE 2025 INST	AMAA
FIDADV FREE 2030 INST	AMDA
FIDADV FREE 2035 INST	AMGA
FIDADV FREE 2040 INST	AMHA
FIDADV FREE 2045 INST	AMJA
FIDADV FREE 2050 INST	AMKA
FIDADV FREE 2055 INST	BTUA
FIDADV FREE 2060 INST	CVJA
FIDADV FREE INC INST	AMNA
<b>Fund Group JPR</b>	
JPM SMARTRET 2020 R6	EAUA
JPM SMARTRET 2025 R6	EAVA
JPM SMARTRET 2030 R6	EAWA
JPM SMARTRET 2035 R6	EAXA
JPM SMARTRET 2040 R6	EAYA
JPM SMARTRET 2045 R6	EAZA
JPM SMARTRET 2050 R6	EBAA
JPM SMARTRET 2055 R6	EBBA
JPM SMARTRET INC R6	EDYA
<b>Fund Group TRR</b>	
TROWEPR RTRMT I 2020 I	ECAA
TROWEPR RTRMT I 2030 I	ECDA
TROWEPR RTRMT I 2065 I	GNGA



## DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Fund Group TIA	
TIAACRF LFCYCIND 2010 INS	DMOA
TIAACRF LFCYCIND 2015 INS	DMPA
TIAACRF LFCYCIND 2020 INS	DMQA
TIAACRF LFCYCIND 2025 INS	DMUA
TIAACRF LFCYCIND 2030 INS	DMWA
TIAACRF LFCYCIND 2035 INS	DMXA
TIAACRF LFCYCIND 2040 INS	DMYA
TIAACRF LFCYCIND 2045 INS	DMZA
TIAACRF LFCYCIND 2050 INS	DNBA
TIAACRF LFCYCIND 2055 INS	DNCA
TIAACRF LFCYCIND 2060 INS	DNDA
TIAACRF LFCYCIND 2065 INS	GFIA
TIAACRF LFCYCINDRTINC INS	DNEA

### **QDIA/Default Suspense Fund Disclosures**

As Plan Sponsor, I authorize Nationwide Trust Company, FSB ("Nationwide") to allocate the Plan Participant's account balance and new contributions to the QDIA/Default Suspense Fund identified above.

Any investment that has been selected is the QDIA/Default Suspense Fund, as applicable, into which I, the investment fiduciary, or my financial advisor, directed Nationwide to invest the assets of the Plan. This selection may or may not be similar to the Plan's existing fund lineup. It is not based on any assessments by Nationwide of the particular needs of the Plan or its Participants.

It is ultimately my, the investment fiduciary's or the investment advisor's responsibility to ensure the appropriateness of the investment lineup for the Plan - not Nationwide's. Nationwide is not making a recommendation by investing Plan assets according to the direction received and is acting in all respects as custodian/directed trustee.

Participants must have a Social Security Number in order for deposits received by Nationwide to be processed. All deposits received by Nationwide for a Participant that does not have an established investment mix will be automatically allocated to the QDIA/Default Suspense Fund within the applicable Participant account within three business days.

The QDIA/Default Suspense Fund must be a designated variable fund for the Plan. If the fund I select as the QDIA/Default Suspense Fund is not also selected on the Fund Selection Schedule, I understand that this form will be used as my request and authorization to add the fund as a Designated Fund to my Plan. Due to possible market value adjustments and other restrictions, the Fixed Annuity contracts are not available as a Default Suspense Fund option.

I understand if the Managed Account Services ("MAS") option is not currently available to my Plan, and the Managed Account Services is selected as the QDIA/Default Investment, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Investment will not be established until additional paperwork is received by Nationwide in the Required Format.

I understand if the Asset Allocation Model option is not currently available to my Plan, and the Asset Allocation Model is selected as the QDIA/Default Investment, additional paperwork, including the completion of the Asset Allocation Usage Agreement, will be required by Nationwide to add this option and the QDIA/Default Investment will not be established until additional paperwork is received by Nationwide in the Required Format.

I understand if Collective Investment Funds ("CIF") are not an option currently available to my Plan, and a CIF is selected as the QDIA/Default Suspense Fund above, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Suspense Fund will not be established until additional paperwork is received by Nationwide in the Required Format.

## **DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND**

### **QDIA/Default Suspense Fund Disclosures (CONTINUED)**

Additionally, if the Income America 5ForLife Funds\* ("5ForLife CIF\*") is selected as the QDIA/Default Suspense Fund, as Plan Sponsor, I acknowledge and agree that: (a) Plan Participants must be invested in the Income America In Retirement Fund Fee Class 5ForLife\* at (i) the time they attain an age of at least 65 and (ii) at the time they choose to begin benefit payments which shall be no earlier than age 65; (b) Plan Participants who make investment exchanges out of the 5ForLife CIF\* may not make investment exchanges back into the 5ForLife CIF\* within 90 days and; (c) I will provide appropriate direction to Plan Participants of these restrictions.

Further, as Plan Sponsor, I hereby direct Nationwide to automatically: (i) implement investment exchanges for Plan Participants in any other 5ForLife Funds\* to the Income America In Retirement Fund Fee Class 5ForLife\* (ii) at the time Participants attain age 65 and (iii) at the time they choose to begin benefit payments pursuant to (a) above; and (iv) block any exchanges back into the 5ForLife CIF\* with in the 90-day period after investment exchanges out of the fund pursuant to (b) above.

Nationwide Target Destination Funds and NCIT Index Funds are part of the Nationwide Funds Group and are affiliated with Nationwide. Nationwide Funds distributed by Nationwide Fund Distributors LLC, Member FINRA. 10 W Nationwide Blvd, MS: 5-02-210R, Columbus, OH 43215.

It is my responsibility as Plan Sponsor to provide each eligible employee with initial and annual notices as specified in DOL Reg. 2550.404c-5(c)(3). Notice should be provided at least 30 days in advance of the date of Plan eligibility or at least 30 days in advance of the date of any first investment in a QDIA. Alternatively, notice may be provided on or before the date of Plan eligibility provided the Participant has the opportunity to make a permissible withdrawal within the first 90 days following investment in the QDIA pursuant to Internal Revenue Code 414(w). Thereafter, I am responsible for providing notice within a reasonable period of time of at least 30 days in advance of each subsequent Plan year.

I acknowledge and agree that it is my responsibility as Plan Sponsor to notify the Participant(s) of the circumstances under which their balances or deposits have or will be allocated to the applicable QDIA/Default Suspense Fund, and to provide the Participant(s) with adequate information and procedures to transfer funds from the QDIA/Default Suspense Fund and/or to select alternate investment options for future allocations. If the Participant(s) does not provide instruction to Nationwide to transfer funds from the QDIA/Default Suspense Fund and/or change investment options for future allocations, pursuant to established procedures, all deposits will continue to be invested in the QDIA/Default Suspense Fund.

In the event of a fund merger by the fund house offering the fund I have selected, I authorize Nationwide to change the QDIA/Default Suspense Fund to the merged fund designated by the Participants of the fund and/or the fund house. If the selected QDIA/Default Suspense Fund is a Targeted Retirement Date Fund Group, I authorize Nationwide to make available all Fund(s) that are added to the Targeted Retirement Date Fund Group by the Fund(s).

I have reviewed and I understand the fund payment and expense ratio information that is found in the Program Agreement.

It is my responsibility as Plan fiduciary or my delegate's, as applicable, to prudently select and monitor any QDIA/Default Suspense Fund. Therefore, it is my responsibility as Plan fiduciary or my delegate's to know the requirements of the QDIA regulations and choose the QDIA/Default Suspense Fund most appropriate for the Participants of the Plan. Nationwide is not responsible or liable for the selection of such QDIA/Default Suspense Fund and has merely provided facts requested by the Plan fiduciary or its delegate. The facts provided should not be construed to provide any endorsement of or opinion on the appropriateness of a fund or portfolio for the Participants of a particular Plan.

Nationwide may make changes to the options in this schedule at anytime only upon receipt of written direction from the Plan Sponsor.

## REDEMPTION FEE SCHEDULE

A redemption fee is a fee charged by the fund house to a Participant who trades in and out of a fund within a specified time frame. This fee is reinvested back into the fund to offset the increase in trade costs. The information contained in this Schedule does not replace the information you can find in the prospectus. Certain transactions may be exempt from redemption fees. Refer to the prospectus for specific details and for the most current information regarding the applicability of redemption fees.

Fund Code	Fund Name	Ticker Symbol	Redemption Fee Percentage	Duration (in days)
BXHA	GABELLI EQ INC INST	GCIEX	2.00%	Assets held less than 7 days
CXXA	GABELLI GOLD INST	GLDIX	2.00%	Assets held less than 7 days
GESA	GRNCENT EQ INST	GCEUX	2.00%	Assets held less than 60 days
BIFA	HEARTLAND VAL PLS INST	HNVIX	2.00%	Assets held less than 10 days
GPNA	OBERWS CHINA OPFR	OBCHX	2.00%	Assets held less than 90 days

## TABLE OF CONTENTS

I.	Purpose .....	2
II.	Definitions .....	2
III.	The Account .....	4
IV.	General Administrative Responsibilities of Nationwide .....	5
V.	Investment Responsibility .....	6
VI.	Cash Processing Provision .....	6
VII.	Loans .....	6
VIII.	Account Records and Reports .....	7
IX.	Fiduciary Responsibilities and Liabilities .....	7
X.	Contributions Not Recoverable .....	8
XI.	Limitation of Liability .....	8
XII.	Reliance on Counsel and Indemnification .....	8
XIII.	Plan Sponsor Authorization for use of Affiliated Companies and Third Party Service Providers .....	9
XIV.	Nationwide's Compensation and Expenses .....	9
XV.	Taxes .....	9
XVI.	Amendment .....	9
XVII.	Resignation, Removal and Termination .....	10
XVIII.	Successor .....	10
XIX.	Governing Law .....	10
XX.	Identity Verification Notice .....	11
XXI.	Rules of Construction .....	11
XXII.	Waiver .....	11
XXIII.	References .....	11
XXIV.	Severability .....	11

### Section B Schedules

Administration Firm Schedule.....		12
Fund Access Schedule.....		14
Managed Account Services Schedule.....		18
Report Schedule.....		21
Termination Schedule.....		22
Disclosure Schedule.....		23

### Section C Schedule(s)

Fund Selection Schedule

# PROGRAM AGREEMENT

## ARTICLE I - PURPOSE

### **403(b) ERISA**

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan complies with the Employee Retirement Income Security Act of 1974 ("ERISA") and applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to meet the requirements of Code Section 403(b)(7), to qualify for treatment under Code Section 401(f), to be tax-exempt under Code Section 501(a), and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges and agrees that Nationwide is not a fiduciary or a named fiduciary within the meaning of ERISA Sections 3(21) and 402(a). The Plan Sponsor agrees that it will provide Nationwide with all information necessary for the Account to meet and maintain compliance with the requirements of Code Section 403(b)(7).

Specifically, the Plan Sponsor represents and warrants the following: (i) Plan Sponsor is an employer eligible to offer programs under Section 403(b) of the Code and ERISA; (ii) the Plan is governed by a written plan document executed and effective in accordance with the Code which lists Nationwide as the sole approved Provider and which incorporates the Program Agreement; (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Plan Sponsor shall notify Nationwide prior to adding any other approved Provider(s); (v) Plan Sponsor shall not allow investment of any assets of the Plan with a Provider that is not listed as an approved Provider in the Plan document and, in the event such investment does occur or has occurred, Plan Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Plan Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with ERISA and Section 403(b) of the Code and the regulations thereunder, including but not limited to Treasury Regulation Section 1.403(b)-3. For purposes of this section, "Provider" means any insurance company qualified to issue annuity contracts which include payment in the form of an annuity or any provider of custodial accounts in which contributions are or were made under the Plan.

## ARTICLE II - DEFINITIONS

**Account** - The custodial account or trust fund, as applicable, established herein to hold the assets of the Plan.

**Agreement Year** - The first Agreement Year will extend between twelve (12) and thirteen (13) months, beginning on the date of first deposit or transfer through the last day of the same month in the following calendar year. All other Agreement Years will extend twelve (12) months.

**Asset Balance** - The sum of any amounts held in Funding Vehicle(s).

**Average Asset Balance** - Will be determined by averaging the Asset Balances on the last day of two given calendar months.

**Average Participant Balance** - Will be determined initially by dividing the expected first year deposits by the number of expected participant accounts. After the first Agreement Year, the Average Participant Balance will be determined by dividing the Average Asset Balance by the average number of Participants with a balance.

**Benefit Payment** - A distribution that is permitted by the Plan on behalf of a Participant.

**Business Day** - A day on which Nationwide and New York Stock Exchange are both open for business.

**Designated Funds** - Funds which are individually selected by the Plan Sponsor or Plan Administrator per Written Instruction(s) to Nationwide.

**Effective Date** - The date on which the Account is created by Nationwide's acceptance of cash or other assets on behalf of the Plan Sponsor. Prior to the Effective Date, Nationwide shall have no responsibility hereunder.

# PROGRAM AGREEMENT

## ARTICLE II - DEFINITIONS (CONTINUED)

**Employer(s)** - The employer(s) of the Participants in the Plan.

**Exchange(s)** - Purchases and Redemptions from one Funding Vehicle to another Funding Vehicle available in the Account.

**Fund(s)** - Mutual funds or collective investment funds made available in accordance with this Agreement.

**Fund Window** - A collection of Funds, excluding collective investment funds and certain other mutual funds, that are not individually selected by the Plan Sponsor or Plan Administrator as Designated Funds but which may be made available for investment at the direction of the Plan Sponsor or Plan Administrator.

**Funding Successor** - The Plan's trustee or custodian, any successor plan's trustee or custodian or any financial institution providing a Funding Vehicle(s) to the Plan.

**Funding Vehicle(s)** - As permitted by applicable law, may include one or more (i) Group Annuity Contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by Nationwide or (iv) any other investment vehicle(s) mutually acceptable to Nationwide and the Plan Sponsor or Plan Administrator via an amendment to this Agreement or separate schedule.

**Group Annuity Contract** - Any group annuity contract issued by Nationwide Life Insurance Company, if applicable.

**Key Employee** - Any individual considered a key employee for purposes of Section 416 of the Code. If an individual is considered to be a Key Employee at any time during the term of this Agreement, the individual will always be considered a Key Employee for purposes of this Agreement.

**Money Market Fund** - A fund that invests in short term debt instruments. The Money Market Fund may be sponsored by Nationwide, a Nationwide affiliate or non-affiliate.

**Officer** - Any individual considered an officer for purposes of Section 416 of the Code. If an individual is considered to be an Officer at any time during the term of this Agreement, the individual will always be considered an Officer for purposes of this Agreement.

**Original Signature** - An authentic, hardcopy, non-reproduced signature of the Plan Sponsor or Plan Administrator or Administration Firm.

**Owner** - Any party who (1) owns (or is considered as owning within the meaning of Section 318 of the Code) more than ten (10) percent of the outstanding stock of an employer which is a corporation or stock possessing more than ten (10) percent of the total combined voting power of all stock of such a corporation; or (2) owns more than ten (10) percent of the capital or profits interest in an employer which is not a corporation. For purposes of this definition, the constructive ownership rules of Section 416(i)(1)(B)(iii) of the Code shall apply. If an individual is considered to be an Owner at any time during the term of this Agreement, the individual will always be considered an Owner for purposes of this Agreement.

**Participant** - A person for whom benefits are provided under this Agreement, in accordance with the Plan.

**Plan Administrator** - For plans subject to the fiduciary responsibility requirements of ERISA, the person designated by the Plan Sponsor or in the Plan as the named fiduciary for purposes of ERISA. Any such person may execute this Agreement, and, by executing the Agreement, such person represents to Nationwide that it is a named fiduciary as that term is used in Section 402(a) of ERISA. For all other plans, the party, if any, designated by the Plan Sponsor or in the Plan to serve as the Plan Administrator.

## **PROGRAM AGREEMENT**

### **ARTICLE II - DEFINITIONS (CONTINUED)**

**Purchase** - The investment in a Funding Vehicle of a contribution, exchange, rollover, incoming transfer deposit, loan repayment, allocated earnings or other such transactions where permitted by the Plan.

**Redemption** - The sale of a Funding Vehicle for a cash Benefit Payment, exchange, payment of administrative expenses or fees, or other such transactions where permitted by the Plan.

**Required Format** - Acceptable format for submitting information to Nationwide as prescribed by Nationwide and on transaction forms prescribed by Nationwide.

**Signature** - Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

**Special Trustee** - Where a plan is subject to ERISA, appointed by the Plan Sponsor, the sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

**Successor** - The trustee or custodian appointed by the Plan Sponsor who succeeds Nationwide.

**Transfer** - The redemption of a Funding Vehicle to provide payment to a Funding Successor or any payment arising out of a Plan termination, a partial Plan termination, or an event which results in a fifteen (15) percent or greater reduction in the number of Participants in the Plan as a result of action taken by the Plan.

**Trust** - The trust, if any, established to hold the assets of the Plan.

**Trustee** - The named Trustee, if any, of the Trust.

**Written Instruction(s)** - Any notices, instructions or other instruments required to be in writing with Signature (or Original Signature, where so indicated) from Nationwide, Plan Sponsor or Plan Administrator or the designated Administration Firm. Written Instructions may take the form of a letter, electronic communication through an on-line communication system or a facsimile transmission in a format acceptable to Nationwide.

### **ARTICLE III - THE ACCOUNT**

The Plan Sponsor hereby authorizes Nationwide to take any action required to establish and maintain any Funding Vehicle(s) designated by the Plan Sponsor under this Agreement. The Plan Sponsor advises Nationwide that the Account shall be funded as described herein.

## **PROGRAM AGREEMENT**

### **ARTICLE III - THE ACCOUNT (CONTINUED)**

Nationwide has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of Nationwide and are not guaranteed by Nationwide. The value of the Account is subject to investment risks, including possible loss of principal. Nationwide agrees to hold and administer the Account in accordance with this Agreement. To the extent permitted by the Plan, Nationwide, at the direction of the Plan Sponsor or Administration Firm, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. If the plan is subject to ERISA, the Plan Sponsor has agreed to appoint a Special Trustee whose sole responsibility is to collect delinquent contributions to conform with the Department of Labor's Employee Benefit Security Administration Field Assistance Bulletin (FAB) 2008-01. No other Trustee, including Nationwide shall have any duty to ensure the contributions are timely deposited or is obliged to ensure the funds are deposited according to the provisions of the Plan. Nationwide shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

### **ARTICLE IV - GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NATIONWIDE**

Nationwide is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Plan Sponsor or Administration Firm regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Nationwide is a federal savings bank that is regulated by the Office of the Comptroller of Currency. As such it may cause any portion or all of the Account to be issued, held, or registered in the individual name of Nationwide, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of Nationwide shall indicate the true ownership of such property);

Employ such agents and counsel; including legal counsel, as Nationwide determines to be reasonably necessary to perform its obligations hereunder with respect to the administration of the Account, to handle controversies that may arise under the Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Plan Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that Nationwide shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

May enter into, at its sole discretion, agreements with non-affiliated companies to withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities;

Forward to the Plan Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Plan Sponsor, all proxies that are returned by the Plan Sponsor; and abstain from voting proxies that are not returned by the Plan Sponsor; and

Take all other acts necessary for the proper administration of the Account.



## **PROGRAM AGREEMENT**

### **ARTICLE V - INVESTMENT RESPONSIBILITY**

Nationwide shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by Nationwide shall be allocated in accordance with Written Instructions. Nationwide does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Plan Sponsor or Participants.

The Plan Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. Nationwide shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Nationwide shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Plan Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). Nationwide shall transmit such communications to the Plan Sponsor. Nationwide shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

Nationwide shall not be liable for any loss which results from the exercise of investment control by a Plan Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Plan Sponsor, or its designee, shall direct the investment of the Participant's account. In the event that Nationwide fails to receive directions from the Plan Sponsor for the investment of any portion of the Account, Nationwide shall be deemed to have received instructions to invest such funds in accordance with the Cash Processing Provision.

No one providing investment advice to the Plan, Plan Sponsor, Participant or other party is acting as an agent of Nationwide.

### **ARTICLE VI - CASH PROCESSING PROVISION**

In the event an incoming transfer or rollover deposit is received by Nationwide from a Funding Successor without Written Instructions, the Plan Sponsor authorizes Nationwide to allocate the assets to a plan level account and invest the assets in a Money Market Fund until such time Written Instructions are received by Nationwide, unless another investment is selected by the Plan Sponsor.

Amounts for outgoing disbursements will be held in a non-interest bearing account at a financial services firm unrelated to Nationwide until the instrument related to such disbursement is presented to the outside financial services firm for payment.

### **ARTICLE VII - LOANS**

To the extent permitted under the Plan and applicable law, Nationwide will forward loan disbursements as directed by the Administration Firm via Written Instructions. The Plan Sponsor, or other fiduciary of the Plan, shall be responsible for the approval and administration of any such loans. The Plan Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. Nationwide will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.

## **PROGRAM AGREEMENT**

### **ARTICLE VIII - ACCOUNT RECORDS AND REPORTS**

Nationwide shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Plan Sponsor and Administration Firm. The Plan Sponsor may, within sixty (60) days of the date Nationwide mails or otherwise delivers any report to the Plan Sponsor or Administration Firm, object to any aspect of the report. If no objection is raised within such sixty (60) day period the report(s) will be conclusive, and the Plan Sponsor shall agree to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report, including the administrative expenses of Nationwide. In the event the Plan Sponsor objects to any aspect of the report within such sixty (60) day period, the preceding sentence will apply with respect to those portions of the report for which no objection was raised. Nationwide will either make an adjustment in the report or provide the Plan Sponsor with an explanation of the item(s) that is the basis for the objection without making an adjustment in the report. Nationwide is under no obligation to make adjustments to any reported information that relates to events occurring twelve (12) or more months prior to the date of such report.

### **ARTICLE IX - FIDUCIARY RESPONSIBILITIES AND LIABILITIES**

Nationwide may rely upon any information provided by the Plan Sponsor or Administration Firm. The Plan Sponsor, and all other service providers and fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. Nationwide shall not be required by the Plan Sponsor or an Administration Firm to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, ERISA, the Code, or the terms of the Plan, the Trust, if any, or this Agreement.

Nationwide shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no discretion, authority or control over the management of the Plan, nor any responsibility to perform any duty of the Plan Sponsor, or other fiduciary, required by the Plan or by law. Nationwide shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

It is understood that the Plan Sponsor and other Plan fiduciaries must discharge their duties with respect to a plan solely in the interest of the Participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by Nationwide under the Agreement shall be taken upon Written Instruction from the Plan Sponsor or Administration Firm. Nationwide shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

## **PROGRAM AGREEMENT**

### **ARTICLE X - CONTRIBUTIONS NOT RECOVERABLE**

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Plan Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, that: a) each contribution of a for-profit Plan Sponsor for any plan year may be conditioned upon its being deductible by the Plan Sponsor for the fiscal year in which (or for which) such contribution was made, and, to the extent disallowed as a deduction under Section 404 of the Code, such contribution may, if the Plan Sponsor so requests and to the extent the Funding Vehicle(s) permits, be returned by Nationwide to the Plan Sponsor within one (1) year after the final disallowance of the deduction by the Internal Revenue Service or the courts; and b) a contribution by a Plan Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Plan Sponsor or Participant as soon as administratively feasible, if the Plan Sponsor so requests and the Funding Vehicle(s) permits.

### **ARTICLE XI - LIMITATION OF LIABILITY**

To the extent permitted by applicable law, Nationwide shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

### **ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION**

Nationwide may consult with, and act upon the advice of counsel (who may be counsel for the Plan Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Plan Sponsor shall indemnify and hold harmless Nationwide, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to Nationwide; Nationwide's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of ERISA, the Code or applicable laws, unless Nationwide commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Plan Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account, or any failure by the Plan to satisfy the requirements of ERISA Section 404(c), if applicable;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

Nationwide's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to Nationwide or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan or ERISA by the Plan Sponsor, any fiduciary of the Plan, an Administration Firm, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account.

## **PROGRAM AGREEMENT**

### **ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION (CONTINUED)**

To the extent permitted under applicable law, Nationwide shall indemnify and hold harmless the Plan Sponsor from and against all liabilities, losses, expenses and claims (including reasonable attorney's fees and costs of defense) arising out of Nationwide or any of its officer's, employee's or agent's breach of its (or their) duties by reason of its (or their) gross negligence or willful misconduct.

Nationwide shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

### **ARTICLE XIII - PLAN SPONSOR AUTHORIZATION FOR USE OF AFFILIATED COMPANIES AND THIRD-PARTY SERVICE PROVIDERS**

Plan Sponsor authorizes Nationwide to, and acknowledges that, Nationwide may enter into agreements and share Plan and Participant information with its affiliates and/or its third-party service providers ("Nationwide Service Providers") in performing responsibilities under this Agreement and any other applicable agreement.

Investments made in accordance with the Agreement may include mutual funds or other investments advised by affiliates of Nationwide. The investment advisors of such investments may be affiliates of Nationwide and may derive investment management and other fees for services provided.

### **ARTICLE XIV - NATIONWIDE'S COMPENSATION AND EXPENSES**

Nationwide will be compensated for services at rates described in the Executive Summary of this Agreement. Nationwide may receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Plan Sponsor and Nationwide in advance. Nationwide may withdraw amounts from the Account for its compensation, and for any expenses as described herein, unless such amounts are paid by the Plan Sponsor within sixty (60) days after mailing of a written billing by Nationwide.

### **ARTICLE XV - TAXES**

Until advised to the contrary by the Plan Sponsor, Nationwide shall assume that the Account is exempt from federal, state, local and foreign income taxes. Nationwide, or its designee, shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account other than informational returns required as a result of any distribution from the Account.

Nationwide shall notify the Plan Sponsor of any taxes levied upon or assessed against the Account. If Nationwide does not receive Written Instructions within thirty (30) days of such notification, Nationwide will pay the tax from the Account. If the Plan Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to Nationwide within thirty (30) days of notification. Nationwide shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless Nationwide is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

### **ARTICLE XVI - AMENDMENT**

Nationwide may amend the Agreement at any time by providing written notice to the Plan Sponsor or Plan Administrator not less than sixty (60) days prior to the effective date of such change. See the Fund Access Schedule for amendment provisions applicable to potential changes to the Plan's Designated Funds, Fund Window, or available Funds under this Agreement. Additionally, please reference the Disclosure Section of the QDIA / Default Fund Selection Schedule for amendment provisions applicable to potential changes to any of the options contained in that Schedule.

## **PROGRAM AGREEMENT**

### **ARTICLE XVI - AMENDMENT (CONTINUED)**

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind Nationwide to other commitments not covered within this Agreement.

### **ARTICLE XVII - RESIGNATION, REMOVAL AND TERMINATION**

Nationwide may resign at any time after providing at least 60 days notice via Written Instructions to the Plan Sponsor. In the event that any conditions or situations are found to be fraudulent, in violation of the provisions of ERISA, the Code, or other applicable law, Nationwide may resign immediately. In the case of a plan transfer, the Plan Sponsor may remove Nationwide and direct the Transfer of assets to a Funding Successor, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than 60 days after the delivery of such Written Instructions with Signature or Original Signature to Nationwide, unless Funding Vehicle provisions specify otherwise. In the event of a Plan Transfer where Nationwide is the sole Funding Successor of the Plan assets being transferred, the Plan Sponsor may direct the Transfer of assets to Nationwide by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than 30 days after delivery of such Written Instructions with Signature or Original Signature to Nationwide, unless Funding Vehicle provisions specify otherwise. In the case of plan termination, the Plan Sponsor may notify Nationwide of a termination of the Plan, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be the lesser of (1) the notification period in the case of termination for the Group Annuity, if any, based on formal underwriting procedures, or (2) 60 days after the delivery of such Written Instructions with Signature to Nationwide. Notwithstanding the foregoing, Nationwide may retain responsibilities per the terms of this Agreement over assets remaining at Nationwide beyond the 60 day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, or upon the resignation or removal of Nationwide as trustee or custodian, as applicable, of the Account. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

Nationwide is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by Nationwide.

### **ARTICLE XVIII - SUCCESSOR**

Upon resignation or removal of Nationwide, the Plan Sponsor shall appoint a Successor and the Plan Sponsor shall notify Nationwide of such appointment by Written Instructions with Signature. Nationwide shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, Nationwide will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Plan Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of Nationwide which are incurred in carrying out its duties under this Agreement in such a situation.

### **ARTICLE XIX - GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by ERISA, the Internal Revenue Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

## **PROGRAM AGREEMENT**

### **ARTICLE XX - IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, Nationwide may ask for the name, address and other information that will allow Nationwide to identify the entity or person that sponsors the Plan. Nationwide may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

### **ARTICLE XXI - RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and the Group Annuity Contracts, if applicable, shall constitute the entire Agreement. The Plan, the Trust, if any, and this Agreement shall be read and construed together. By signing this Agreement, the Plan Sponsor represents to Nationwide that the Plan and Trust conform to and are consistent with the provisions of this Agreement. Should the Plan or Trust, if any, need to be amended to conform to the provisions of this Agreement, the Plan Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan and Trust, if any, in cases of conflict.

### **ARTICLE XXII - WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

### **ARTICLE XXIII - REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

### **ARTICLE XXIV - SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

## ADMINISTRATION FIRM SCHEDULE

### **PURPOSE**

The Administration Firm Schedule details the duties, acts, responsibilities and obligations of the Administration Firm.

### **RESPONSIBILITIES OF ADMINISTRATION FIRM**

The Administration Firm agrees to perform the following duties, acts, responsibilities and obligations;

1. To receive communications pertaining to the Plan from Nationwide, Plan Sponsor or Plan Administrator, the Plan Sponsor, or its designee, or any Provider and to forward all such communications to the appropriate parties;
2. To receive information, documentation and all correspondence related to any Funding Vehicle(s) including, but not limited to, investment performance and updated interest rate guarantees which is made available by providers of the Funding Vehicle(s) and deliver such information to the Plan Sponsor or its designee;
3. To timely submit to Nationwide any Plan contributions and related information required by Nationwide for the proper and prompt investment of such contributions;
4. To obtain information regarding values and fund balances of the Funding Vehicle(s), as frequently as necessary for the benefit of the Plan Sponsor and Participants, including, but not limited to, receiving periodic accountings of all transactions under the Funding Vehicle(s) and to authorize Nationwide to exchange amounts within and among Funding Vehicle(s) and to provide all information required by Nationwide for the proper and prompt exchanges of these amounts;
5. To access account balances and to make exchanges and change the fund elections of the Account or of Participants, if Nationwide maintains participant-level records for future contributions, through Nationwide's voice response unit ("VRU") and the Internet, to the extent these capabilities exist. If Nationwide maintains participant-level records, Participants are also authorized to access their account balance information and to make exchanges and changes in their investment elections of future contributions through the VRU and the Internet, to the extent these capabilities exist. It is the responsibility of the Administration Firm to provide copies of the brochures and other written materials describing these services to the Plan Sponsor and Participants;
6. To instruct Nationwide to make loan disbursements or make cash payments to Participants and to provide all information required by Nationwide to make such loan disbursements or cash payments;
7. To notify Nationwide of expenses incurred by the Plan which are to be paid from the amounts held pursuant to the Agreement. Such notice will include all information required by Nationwide to make such a payment;
8. To request that services be performed by Nationwide for which Nationwide may reimburse itself from Funding Vehicle(s) for the cost of such services. The Administration Firm agrees not to request such services without prior written agreement between the Administration Firm and the Plan Sponsor;
9. To provide to the Plan Sponsor or Plan Administrator, Plan Sponsor, or its designee, information necessary for compliance with annual reporting and filing obligations, as applicable, under ERISA and the Code, including Form 5500 Annual Return/Report of Employee Benefit Plan;
10. To observe and comply with the existing laws, rules and regulations applicable to the duties, acts, responsibilities and obligations performed hereunder;

## ADMINISTRATION FIRM SCHEDULE

### RESPONSIBILITIES OF ADMINISTRATION FIRM (CONTINUED)

11. To provide investment direction to Nationwide® with respect to contributions held in suspense that do not have current investment direction. The Administration Firm will provide all information required by Nationwide® to make such investment and will obtain any necessary Plan Sponsor approvals prior to providing such instruction to Nationwide®. Should the Plan Sponsor not provide the Administration Firm with the necessary approvals, the Administration Firm shall not be responsible for providing investment direction for these amounts.

### MODIFICATIONS

The Administration Firm Schedule may be amended at any time due to changes by the Plan Sponsor to the entity serving as Administration Firm or due to Administration Firm name changes, mergers or acquisition. The responsibilities of the named Administration Firm shall be terminated upon receipt and acceptance of an amended Administration Firm Schedule by Nationwide.



## FUND ACCESS SCHEDULE

### **PURPOSE**

The Fund Access Schedule provides information regarding the available funds, provisions and limitations regarding trading of certain Funding Vehicle(s) and the Asset Fee.

### **FUNDS AVAILABLE FOR INVESTMENT**

Nationwide makes a variety of Funds available through its program generally that the Plan Sponsor, Plan Administrator or other appropriate fiduciary may select to make available to Participants. The specific Funds that will be made available to Participants in the Plan are selected by the Plan Sponsor, Plan Administrator or other appropriate fiduciary when they enter into this Agreement, pursuant to Written Instructions to Nationwide, and are called Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary may change the Plan's Designated Funds at any time, pursuant to Written Instructions to Nationwide. Nationwide may also make available a Fund Window, as defined in the Program Agreement, which the Plan Sponsor, Plan Administrator or other appropriate fiduciary can add or reject. The Participants then decide whether or not to allocate their contributions to one or more of the Designated Funds or a Fund available through the Fund Window.

The Fund(s) made available in Nationwide's program generally are included based on a variety of quantitative and qualitative factors relating to the Funds, as well as the amount of payments made to Nationwide by a Fund, if any, or any of its affiliates, including service fees, administrative fees, expense reimbursement, asset-based sales compensation, and/or other compensation required for the program "Fund Payments". Different Fund menus have varying degrees of Fund Payments associated with them, and Nationwide takes the anticipated Fund Payments into consideration when determining the fees charged for the program.

Nationwide may receive payments from fund companies. Subject to applicable fees or expenses, Nationwide agrees to deposit a portion of the Fund Payments it receives into an Expense Reimbursement Account for the Plan on a monthly basis. The amount of the Fund Payments will be determined by the Plan balance held in the respective Fund(s) on the last Business Day of the prior month. The Plan Sponsor authorizes Nationwide to invest the Fund Payments into a Money Market Fund. The amount of the Fund Payments may be changed by the fund house at any time as described in the Disclosure Schedule. The Plan Sponsor acknowledges that once Fund Payments are deposited into the Expense Reimbursement Account, such amounts are Plan assets.

Allocate Fund Payment to Participants (Default)

The Plan Sponsor authorizes Nationwide to allocate the monthly Fund Payment described above to the Participants who held a balance in the respective Fund(s). The allocation will occur no later than the 15th of the month following the Fund Payment deposit to the Expense Reimbursement Account and will be designated to the Fund(s) relative to the Fund Payment; unless (i) the Participant no longer holds the Fund(s); or (ii) the Fund(s) is no longer available. In such instance, the allocation will be designated to the current investment election on a pro rata basis. If a Participant terminates prior to the allocation, their portion will be spread pro rata to the remaining Participants in the allocation. The allocation process will be established for the Plan as of the Effective Date.

Utilize Expense Reimbursement Account for Permissible Plan Expenses

The Plan Sponsor, Plan Administrator or other appropriate fiduciaries may utilize the Expense Reimbursement Account to pay permissible Plan Expenses relative to the functioning of the Plan. The Plan Sponsor, Plan Administrator or other appropriate fiduciary may direct Nationwide to make payments from the Expense Reimbursement Account by submitting such payment request in the Required Format to Nationwide.

## FUND ACCESS SCHEDULE

The Plan Sponsor, Plan Administrator or other appropriate fiduciary will be responsible for providing appropriate direction to Nationwide to ensure all amounts in the Expense Reimbursement Account are either used to pay for reasonable Plan expenses or allocated to Participants by the end of each Plan year. In the event any amounts remain in the Expense Reimbursement Account ten (10) Business Days prior to the Plan year end date, the Plan Sponsor directs Nationwide to allocate such remaining amounts on a pro rata basis to all Participants with a balance no later than the last Business Day of the Plan year.

Upon termination of this Agreement, the Plan Sponsor hereby acknowledges that no additional payments will be made even for transactions initiated prior to such termination.

### **PROCESS FOR FUND MODIFICATIONS**

#### **Nationwide-Initiated Fund Additions:**

Nationwide will inform the Plan Sponsor, Plan Administrator or other appropriate fiduciary of the addition of any Fund(s) to the menu of Funds in the program generally that are available for selection as a Designated Fund within the Agreement. That notice will be made via mail, electronic delivery, or the plan sponsor website at the time of addition.

#### **Nationwide-Initiated Fund Removals and Substitutions:**

If Nationwide initiates a removal or substitution of a Fund from the menu of Funds available for selection as a Designated Fund (other than in circumstances necessitated by the actions of a Fund as described below), Nationwide will provide the Plan Sponsor, Plan Administrator or other appropriate fiduciary written notice of the change via mail, electronic delivery, or the plan sponsor website at least 30 days prior to the effective date of the change. The notice shall state the effective date of such removal or substitution.

Except as described below (addressing changes following actions by Funds), Nationwide will not remove or substitute a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants until it has received affirmative consent from the Plan Sponsor, Plan Administrator or other appropriate fiduciary. The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the discretion and authority under the Program Agreement to decide upon (and decide whether to reject) any removal or substitution of Designated Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination regarding any removals or substitutions of Designated Funds that have been made available to its Participants and has the responsibility to determine whether a removal or substitution is in the best interests of the Participants. Except in the circumstance of a change that follows an action by the Fund, as described below, Nationwide has no authority to remove or substitute Designated Funds that have been made available to the Participants without the Plan Sponsor's, Plan Administrator's or other appropriate fiduciary's affirmative consent. This paragraph shall not limit the ability of Nationwide to continue its practice of substituting or removing a Fund for new Plan Sponsor customers or for existing Plan Sponsor customers that have not included the Fund as a Designated Fund but could be accessed by a Participant through Fund Window or a Managed Account for a Plan, so long as no Participants in the Plan have currently invested assets in that Fund.

## FUND ACCESS SCHEDULE

### **Removals and Substitutions Necessitated by the Actions of Mutual Funds:**

There are circumstances where the substitution or removal of a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants is necessitated by the actions of a Fund. These situations include, but are not limited to: decisions by Funds to liquidate a Fund, merge Funds with other Funds, change investment advisers or sub-advisers, make other changes (including changes required by law) that prevent Nationwide from offering the Fund, or otherwise require Nationwide to change the Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants. In such cases, where administratively feasible, Nationwide will provide written notice to the Plan Sponsor, Plan Administrator or other appropriate fiduciary via first class mail, fax, or email sixty (60) days prior to the effective date of the change. This communication will: (1) explain the proposed substitution or removal of the Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary had previously elected to make available to Plan Participants, and the effective date of that substitution or removal; (2) disclose any resulting changes to the rate of mutual fund payments made to the Company by the Funds, or any of their affiliates; (3) explain the Plan Sponsor's, Plan Administrator's, or other appropriate fiduciary's right to terminate the Program Agreement; and (4) reiterate that, pursuant to the Program Agreement provisions agreed to by the Plan Sponsor, Plan Administrator or other appropriate fiduciary, failure to object or otherwise respond shall be deemed to be consent to the proposed substitution or removal.

Nationwide will, upon request, assist Plan Sponsors, Plan Administrators or other appropriate fiduciaries in obtaining additional information necessary to engage in a full and fair evaluation of changes presented. Nationwide does not provide, and cannot be relied upon to provide, advice or recommendations relative to the Fund change.

The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the exclusive discretion, authority, and obligation to decide upon any removal of Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination as to which Funds available in the program generally will be Designated Funds, and has the sole responsibility to determine whether a change in the Designated Funds is in the best interests of the Plan and the Plan Participants. Nationwide has neither the discretion, nor authority, control, or responsibility with respect to those decisions made in connection with the Plan.

### **FUND WINDOW MODIFICATIONS**

If the Plan Sponsor or Plan Administrator selects the Fund Window, and the Fund Window is later removed by the Plan Sponsor or Plan Administrator as a Plan option under the Agreement, any Fund made available through that Fund Window in which Plan Participants have allocated money will become a Designated Fund -- and allocated money will remain in that Designated Fund -- unless the Plan Sponsor or Plan Administrator provides other direction via Written Instructions to Nationwide.

### **PAYMENT OF THE ASSET FEE**

A daily Net Nationwide Asset Fee percentage will be calculated for each fund and Redemptions will be made from the Fund(s) on each Business Day to cover the amount of the daily Net Nationwide Asset Fee.

### **MODIFICATION OF THE ASSET FEE**

The Asset Fee may be adjusted prospectively in accordance with the Amendment provisions of this Agreement. If the Plan Sponsor chooses to reject the Asset Fee changes, the Plan Sponsor may terminate the Agreement consistent with the termination provisions in the applicable agreements between the Plan Sponsor and Nationwide.

### **LIQUIDITY FEATURES**

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

# FUND ACCESS SCHEDULE

## **Purchases**

Purchases will be made by Nationwide no later than three (3) Business Days following the receipt of Written Instructions in the Required Format.

## **Redemptions**

Redemptions will be made by Nationwide no later than five (5) Business Days following receipt of Written Instructions in the Required Format unless a participant is invested in a Funding Vehicle with a greater Redemption time standard. In such situation, the greater time standard will be used for Redemption of all Funding Vehicles.

## **Exchanges Between Funds or to other Funding Vehicle(s)**

The Administration Firm, Participants, or any designee may initiate Exchanges, subject to limitations described below. Exchanges will be made within one (1) Business Day following confirmation of a transaction via electronic means acceptable to Nationwide, or no later than three (3) Business Days following receipt of Written Instructions from the Administration Firm in the Required Format. By providing Written Instructions or permitting Participants to initiate such transactions via a voice response system or the Internet, the Plan Sponsor or Plan Administrator certifies that such transactions are permitted under the Plan.

Notwithstanding the foregoing, Exchanges may be restricted if such restriction is deemed necessary by the Funding Vehicle provider(s) to halt or mitigate the effect of any abusive trading practices, including market timing, that may disrupt portfolio management strategies or harm fund performance with respect to the Funding Vehicle(s). Under no circumstances shall Nationwide be liable to the Plan Sponsor or Plan Administrator, Participant or any other person in the event and to the extent it or the Funding Vehicle provider(s) takes any action deemed necessary to halt or mitigate the effect of such abusive trading practices. The determination of what constitutes abusive trading practices shall be made solely by the provider(s) of the Funding Vehicles through their Administration Firms.

## **Nationwide Electronic Trade Monitoring**

An Electronic Trade is defined as an exchange, restructure, or series of exchanges completed on a given day via electronic means acceptable to Nationwide. Nationwide may monitor Electronic Trades for individual Participants and apply policies and procedures to limit abusive trading practices.

## **Redemption Fees and Trading Restrictions**

In addition to the above, those organizations that provide the Funding Vehicle(s) for the Plan may independently monitor trades for excessive and other forms of abusive trading and act accordingly or instruct Nationwide to take certain actions. Consequently, other policies may apply. These policies may take the form of redemption fees and/or other trading restrictions. For further information on redemption fees or trading restrictions, including whether one will be applicable to an individual investment option, please consult the individual fund prospectus for mutual funds or the applicable Declaration of Trust for collective investment funds.

## **Transfers**

The Plan Sponsor or Plan Administrator may, at any time, provide Written Instructions, in the Required Format, to Nationwide, to request a Transfer. Following the receipt of such Written Instructions in the Required Format, Transfers will be made in accordance with the Resignation, Removal and Termination Section of the Program Agreement, unless 1) the Account contains a Funding Vehicle with a greater Transfer time standard, in such situation, the greater time standard will be used for Transfer of all Funding Vehicle(s), or 2) another Business Day mutually agreeable to Nationwide is selected, in the Required Format, by the Plan Sponsor or Plan Administrator.

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

## **MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")**

### **PURPOSE**

Through an affiliate ("MAS Provider"), Nationwide makes Managed Account Services available to Plans and Participants. By selecting Managed Account Services, the Plan Sponsor certifies that the Plan is consistent with this schedule and allows for Participant direction in whole or part.

### **DEFINITIONS**

Whenever used in this MAS Schedule, all defined terms shall have the meaning set forth in this MAS Schedule or the meaning set forth in the Agreement.

**RIA** - An investment advisor registered with a state regulatory authority and/or the U.S. Securities and Exchange Commission. It is understood and agreed that Nationwide has no responsibility for selection of any registered investment advisor; such selection shall be made by the Plan and the affected Participants.

**Managed Account Services** - Services available to Participants under which the selection of investments for Participant accounts is delegated to an RIA Management Firm for a fee by either the Participant or an authorized fiduciary. Such delegation will give the RIA Management Firm the authority to initiate Purchases, Exchanges and investment mix change requests on behalf of the Participant via a MAS Provider. The RIA Management Firm will also instruct the MAS Provider to make fee Redemptions from the Participant's account balance for Participants receiving this service.

**RIA Management Firm** - Investment management firm responsible for managing Participant portfolios, establishing investment mix percentages and initiating Purchase, Exchange and fee Redemption transactions on behalf of the Participant. The Plan Sponsor has sole responsibility for selection of the RIA Management Firm.

**MAS Provider** - The MAS Provider acts as an intermediary between the RIA Management Firm and Nationwide. The MAS Provider will furnish the RIA Management Firm with participant balances and transaction history and confirmation information from Nationwide. The MAS Provider will also initiate all Purchase, Exchange, investment mix percentage change, and fee Redemption transactions with Nationwide on behalf of the RIA Management Firm.

### **ACCOUNT SET-UP**

The Plan Sponsor enters into an agreement with an RIA Management Firm. Such agreement shall include a procedure for identifying which Participants shall have their accounts serviced by the RIA Management Firm. Once identified, such information shall be provided to the MAS Provider who shall be responsible for maintaining the list of Participants receiving services from the RIA Management Firm.

### **DEFAULT FUND FOR MANAGED ACCOUNTS**

When a Participant does not yet have a balance or an investment election and is enrolled into Managed Account Services (MAS), either through automatic enrollments or through the Participant's enrollment election, the participant's initial deposit may be invested in a default fund selected by the Plan Sponsor or Plan Administrator.

The Plan Sponsor is responsible for delivering MAS Default Fund disclosures to participants. Refer to the QDIA/Default Fund Disclosures section in the Default Fund Selection Schedule for more information regarding Default Fund disclosure requirements.

## **MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")**

### **RIA MANAGEMENT FIRM FUND SELECTION**

The Plan Sponsor delegates to the RIA Management Firm and its investment advisors the authority and responsibility to add Funds as investment options for those Participants who elected Managed Account Services. The Plan Sponsor acknowledges that the RIA Management Firm may, at its own discretion, utilize certain Funds that are not widely available to Nationwide's customers and may or may not have been listed on the Fund Selection Schedule or Fund Disclosure Schedule, as applicable, as amended from time to time. Additionally, the Plan Sponsor acknowledges that Participants who elect Managed Account Services, upon termination of such services, will continue to remain invested in Funds in which the RIA Management Firm invested while authorized to manage the Participant's account, until such time that Participant decides to modify its allocations. The Plan Sponsor may contact the RIA Management Firm for a list of such Funds.

If applicable, the Plan Sponsor acknowledges that selecting Fund Window Access will make all Funds offered through the Fund Window available as Funding Vehicle(s) for all Participants in the Account, regardless if the Participants utilize Managed Account Services.

### **LIQUIDITY FEATURES**

#### **Exchanges**

The MAS Provider will submit Exchanges to Nationwide via electronic file transfer. The Plan Sponsor acknowledges that any amounts invested in employer-directed assets, restricted assets or assets held in the Self-Directed Brokerage, if applicable, will not be moved as part of the Managed Account Services process, but will instead be maintained in their respective accounts. The Participant must move such assets, via the voice response system, Internet, or call center, to a Fund that is not restricted for use by the RIA Management Firm in order for those assets to be managed as indicated in this MAS Schedule.

#### **Purchases**

The MAS Provider will submit investment mix percentages utilized for Purchases to Nationwide via electronic file transfer.

#### **Redemptions**

The MAS Provider will submit fee Redemptions to Nationwide via electronic file transfer.

### **FEES**

All fees attributable to Managed Account Services shall be agreed to in writing by Plan Sponsor and the RIA Management Firm and shall be assessed as an annual asset fee to Participants utilizing Managed Account Services. The Plan Sponsor acknowledges that the total annual asset fee may include, but not be limited to, services provided by the RIA Management Firm, the MAS Provider, a solicitor, and other parties that may provide administrative services. The RIA Management Firm will instruct Nationwide via the MAS Provider to deduct such fee Redemptions from Participant account balances on a periodic basis. Neither Nationwide nor the MAS Provider is responsible for monitoring fee Redemption amounts. Nationwide and the MAS Provider are entitled to conclusively rely on such instructions from the RIA Management Firm.

### **USE OF AFFILIATED COMPANIES**

The MAS Provider is an affiliate of Nationwide and derives fees for services provided. The RIA Management Firm may be an affiliate of Nationwide that derives fees for services provided.

## **MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")**

### **TERMINATION OF MANAGED ACCOUNT SERVICES**

Notwithstanding the terms of the agreement entered into between the Plan Sponsor and the RIA Management Firm, the Plan Sponsor may terminate Plan level access to Managed Account Services by providing Written Instructions to Nationwide. Participants will then be responsible for directing their benefits within the Account. A Participant may terminate Managed Account Services by notifying the RIA Management Firm. Nationwide will not maintain records on which Participants have elected Managed Account Services. Should the Agreement between Nationwide and MAS Provider terminate, the Plan Sponsor will receive sixty (60) days written notice that the Managed Account Services will be terminated. Managed Account Services will also terminate as a result of the dissolution of the RIA Management Firm or the MAS Provider.

### **DISCLAIMER**

By making Managed Account Services available to plans, Nationwide neither endorses nor encourages the use of any RIA Management Firm. Under no circumstance shall Nationwide be liable to the Plan Sponsor, Participant or any other person in the event and to the extent it takes any action it deems necessary to halt or mitigate the effect of any short term (market timing) or other trading practices that may disrupt portfolio management strategies or harm fund performance with respect to the underlying mutual funds offered through Nationwide products or programs. The determination of what constitutes short-term (market timing) or other disruptive trade practices shall be made solely by such mutual funds through their Administration Firms. Notwithstanding the foregoing sentence, Nationwide reserves the right to develop and institute additional administrative procedures and/or restrictions on the RIA Management Firm and its representatives with respect to its exchange practices. In the event Nationwide determines that the RIA Management Firm has failed to comply with such procedures, Nationwide shall provide the RIA Management Firm and the Plan Sponsor with a thirty (30) day advance notice and thereafter disregard the RIA Management Firm's exchange instructions.

The Plan Sponsor acknowledges that employees of Nationwide or its affiliates may from time to time distribute materials related to the services offered by the RIA Management Firm; provided, however, that any such employees of Nationwide or its affiliates will act solely in an administrative capacity for the benefit of the Plan Sponsor and that neither Nationwide, its affiliates, nor any of their employees shall be deemed to be an agent, affiliate, endorser or solicitor of the RIA Management Firm.

### **INDEMNIFICATION**

Plan Sponsor agrees to indemnify and hold harmless Nationwide and MAS Provider from and against any loss, damage, liability, claim, cost or expense, including legal fees, which Nationwide may incur as a result of the completion of any Purchase, Exchange, investment mix change, or fee Redemption or other transaction initiated by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA unless the RIA Management Firm is an affiliate of Nationwide.

### **RELIANCE ON INSTRUCTIONS**

Nationwide and MAS Provider are entitled to conclusively rely on instructions transmitted by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA.

## REPORT SCHEDULE

### **PURPOSE**

This Schedule provides information regarding the payment of the Account Fee to Nationwide and the frequency of reports, if applicable.

### **DEFINITIONS**

**Account Fee** - the Annual Account Fee or the Initial Account Fee

### **ACCOUNT FEE DEDUCTED FROM ACCOUNT ASSETS**

Nationwide will deduct the amount of the Account Fee from the Account in equal installments either monthly, quarterly, semi-annually or annually as instructed by the Administration Firm. Upon termination of the Agreement, Nationwide shall deduct the portion of the Account Fee remaining unpaid from the Account prior to liquidating or transferring the assets of the Account.

### **ACCOUNT FEE REMITTED BY PLAN SPONSOR**

Nationwide shall bill the Plan Sponsor for the amount of the Annual Account Fee on or about December first (1st) for services to be provided by Nationwide for the following calendar year. The Plan Sponsor shall pay the Annual Account Fee within sixty (60) days of the date on which the written bill is mailed by Nationwide or such amount will be deducted from the Account. No portion of the Account Fee is refundable upon termination of the Agreement.

### **FREQUENCY OF REPORTS**

Quarterly reports, if applicable, will be provided as of the close of business on the last day of the fiscal period of the Plan covered by the report, and will be provided within sixty (60) days of such date. The certified annual Account report, if applicable, will be provided within one hundred and twenty (120) days of the last day of the fiscal period of the Plan.



## TERMINATION SCHEDULE

### **PURPOSE**

The Termination Schedule details events that will result in the assessment of Termination Fees as outlined in the Executive Summary.

### **TERMINATION FEE:**

In the event of the following:

Transfer of assets to a new investment vehicle or investment provider;

Benefit Payments to Key Employees, Officers and/or Owners for in-service withdrawals (except loans, financial hardships of \$50,000 or less taken at least twelve (12) months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition of disability, or upon severance of employment or retirement;

Outstanding loan balances of Key Employees, Officers and/or Owners upon payment of a Benefit Payment on or after severance of employment; or

Payments made as a result of a termination of a Plan or in the event of a fifteen (15) percent or greater reduction in number of Participants under the Plan since the Effective Date of the Agreement, which is the result of any change in the Plan or action taken by the Plan Sponsor

the Plan Sponsor shall pay to Nationwide, or Nationwide may withdraw from the Account assets, as reimbursement for expenses it has incurred, a Termination Fee equal to the percentage set forth in the table in the Termination Fee section of the Executive Summary.

## DISCLOSURE SCHEDULE

The following information outlines various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payer, payee, and description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please review the footnotes for important information about classification of each item as Direct or Indirect Compensation. Except as indicated, Nationwide is not acting in a fiduciary capacity for the services described below.

For purposes of this Disclosure Schedule only, Nationwide shall mean Nationwide Trust Company, FSB or Nationwide Life Insurance Company.

The information below as well as additional fee disclosure information may be reviewed on the website [www.nationwide.com/planlogin](http://www.nationwide.com/planlogin) at anytime after the Effective Date. Information about the designated investment alternatives required to be disclosed by Nationwide and reviewed by you will be available on the website the day following the Effective Date. The signatories on behalf the Plan Sponsor on this document are responsible for reviewing this disclosure information prior to sending any contributions to Nationwide.

In addition, if changes occur to the items described below, you will be notified of any such change by Nationwide. Such notification may be in the form of a communication directing you to [www.nationwide.com/planlogin](http://www.nationwide.com/planlogin) to review changes which will be clearly indicated. The notification may also be in the form of an Amendment to this Agreement.

If the covered service provider is Nationwide Trust Company, FSB and payments are made to Nationwide Life Insurance Company, Nationwide Life Insurance Company is an affiliate of Nationwide Trust Company, FSB. Please consult your contract(s) with Nationwide to determine the applicable covered service provider and additional information about services and fees,

### Description of cost/compensation, services rendered and method of payment.

**Asset Fee / Standard Asset Fee<sup>1</sup>** - The purpose of the Asset Fee / Standard Asset Fee is to recover Nationwide's expenses including compensation paid to financial advisors, administrative service fee payments to Administration Firms and any expense credits issued to the Plan. Additionally, this fee pays for services provided by Nationwide including access to a wide array of investment options, recordkeeping platform, customer service, etc. The Asset Fee / Standard Asset Fee is assessed daily or monthly from Plan assets as a percentage of assets invested in applicable Funding Vehicle(s). Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and Fund Access Schedule of this Agreement.

**Fixed Annuity spread<sup>1</sup>** - The purpose of the Fixed Annuity spread is to recover Nationwide's expenses including compensation paid to Financial Advisors, Administrative Service Fee/Override payments to Administration Firms and any expense credits issued to the Plan. Additionally, the Fixed Annuity spread pays for services provided by Nationwide including access to a recordkeeping platform, customer service, etc. The Fixed Annuity spread reduces the gross crediting rate to the assets in the Fixed Annuity Contract. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

**Market Value Adjustment<sup>1</sup>** - Upon certain withdrawal or exchange transactions out of the Fixed Annuity, Nationwide may assess a Market Value Adjustment. The transaction is equal to the amount requested, increased or decreased by the Market Value Adjustment. The purpose of the Market Value Adjustment is to reimburse Nationwide for losses or to provide gains to the Plan due to the sale of underlying investments necessary to fund the transaction. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

**Termination Fee<sup>1</sup>** - A fee charged, when applicable as described in the Termination Schedule, on certain withdrawals to recoup certain expenses incurred by Nationwide in establishing the Plan. The fee is typically deducted from the plan but may be billed to the Sponsor if requested. Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and the Termination Schedule of this Agreement and/or the Group Annuity Contract.

## DISCLOSURE SCHEDULE

### Description of cost/compensation, services rendered and method of payment. (CONTINUED)

**Loan Maintenance Fee<sup>2</sup>** - A monthly fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, for all loans that are set up and managed on Nationwide's Loan Management System. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Payments are made to Nationwide Trust Company, FSB. The fee is \$1.00 per month per active loan.

**Withdrawal Fee<sup>1</sup>** - This fee applies to In-Kind Transfers of stock and other brokerage investments. The fee is charged to Participant accounts when an In-Kind Transfer is requested. Payments are made to Nationwide Trust Company, FSB. The fee is \$100 per In-Kind Transfer.

**Annual Account Fee<sup>3</sup>** - Nationwide Trust Company, FSB provides custodial services. If the Plan Sponsor elects the reporting option, the Plan Sponsor receives annual certified reports for Plan for this fee. If the Plan Sponsor elects the no reporting option, this fee is not charged. The Annual Account Fee may be deducted from Plan assets or billed to the Plan Sponsor as elected by the Plan Sponsor in this Agreement. Payments are made to Nationwide Trust Company, FSB.

Fiduciary status: As a custodian, Nationwide Trust Company, FSB is subject to the proper directions of a named fiduciary which are made in accordance with the terms of the Plan and not contrary to Employee Retirement Income Security Act of 1974 (ERISA). As a custodian Nationwide has residual fiduciary responsibility for determining whether a given direction is proper and whether following the direction would result in a violation of ERISA.

**Gross Expense Ratio<sup>4</sup>** - The percentage of fund assets paid for operating expenses and management fees, including 12-b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's net asset value (NAV). Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

**Redemption Fee<sup>4</sup>** - A fee charged by fund houses to a Participant who trades in and out of certain funds within a specified time frame. The fee is paid to the applicable fund house. This fee is charged so that short term trading is not utilized to the detriment of other shareholders. Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

**Mutual Fund Payments<sup>5</sup>** - Nationwide receives payments from mutual fund companies for services provided. Payments are made to Nationwide Investment Services Corp and then in full to Nationwide Trust Company, FSB. Additional information can be found in the applicable mutual fund prospectus.

**Recordkeeping Charges** - Nationwide includes the cost of recordkeeping services in the fees explained in this document. However, the Regulations require that if a Service Provider does not assess an explicit charge that covers the cost of recordkeeping then they must provide an estimate of what the charge would be if an explicit charge did apply. Recordkeeping services include; maintaining participant balances, executing trades between Funding Vehicles, accepting deposits, processing distributions, regulatory reporting, and customer service. If Nationwide were to assess an explicit charge for these services, a reasonable estimate would be a charge of \$600 annually and \$3 per participant. Additionally, a charge \$250 for the first year only that the Plan is at Nationwide would apply. These charges are determined using cost accounting methodology for the services provided defined as recordkeeping services. The charges also include a profit margin to Nationwide which typically ranges from 20-30%. It is important to understand that the fees discussed in this section are a representation of charges that would apply if Nationwide were to charge an explicit fee for all recordkeeping services. The fees represented in this paragraph are NOT paid by the Plan or Plan Sponsor and NOT received by Nationwide or any of its affiliates.

## DISCLOSURE SCHEDULE

### Description of cost/compensation, services rendered and method of payment. (CONTINUED)

**Corrective Processing** - Nationwide may receive additional compensation or recognize losses due to various corrective processing. Such corrective processing may include but is not limited to mutual fund price corrections, rounding errors, and transaction processing corrections on behalf of the Participant, Plan Sponsor, Administration Firm, Mutual Fund providers or Nationwide. Nationwide's general policy is to make the corrections so that the resulting impact to the Plan would be as if the error had not occurred, which includes any gains/losses due to the Plan. However, if the corrections required are due to transaction processing errors by parties other than Nationwide, we may require such parties to pay for any losses caused by completing the corrective processing. After such corrective processing, there may be gains or losses that Nationwide Life Insurance Company or Nationwide Trust Company, FSB, as applicable, may recognize as Nationwide effectuates the correction in the market.

#### Footnotes:

- <sup>1</sup> Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.
- <sup>2</sup> Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets, if Nationwide is directed to deduct from Plan assets. If Nationwide is directed to bill these items and is paid by another party other than directly from the Plan assets, then the items will be considered indirect compensation.
- <sup>3</sup> Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets if directed to deduct by the Plan Sponsor. If items are billed and paid by the Plan Sponsor they would not be considered direct nor indirect compensation.
- <sup>4</sup> Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan.
- <sup>5</sup> Items noted above are considered indirect compensation to Nationwide and are paid from a party other than directly from Plan assets.

# DISCLOSURE SCHEDULE

## DISCLOSURES

### **Mutual Fund Payments**

#### *Our Relationships with the Mutual Funds*

Nationwide Financial Services, Inc.'s life insurance and trust company subsidiaries (collectively referred to as the "Nationwide companies") offer various product menus to group retirement plan customers depending on a variety of quantitative and qualitative factors relating to the Mutual Funds through the Nationwide Group Retirement Series, which include: i) mutual fund platforms offered by Nationwide Trust Company, FSB, and ii) unregistered group variable annuity contracts issued by Nationwide Life Insurance Company. (The group annuity contracts and the mutual fund platforms are referred to collectively as "retirement products" and include Nationwide Retirement Resource, Nationwide Retirement Innovator, Nationwide Retirement Clear Advantage, Nationwide Retirement Flexible Advantage, Nationwide Retirement Innovator Advantage, Nationwide Retirement Advisor and Nationwide Retirement Manager).

The variable accounts, trust accounts, or custodial accounts (the "Accounts") that accompany the retirement products offer a variety of investment options, and purchase and sell shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies.

The Nationwide companies also incur the distribution costs of selling the retirement products, which benefits the mutual funds by providing contract owners and participants with investment options that correspond to the underlying mutual funds.

An investment adviser or subadviser of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products.

#### *Types of Payments the Nationwide Companies Receive*

In light of the above, certain mutual funds or their affiliates make payments to the Nationwide companies (the "payments"). The amount of these payments is typically based on an agreed-upon percentage of assets multiplied by the amount of the assets that the Accounts invest in the mutual funds, but in some cases may involve a per participant fee or a combination of asset-based fee and per participant fee. These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit.

The Nationwide companies receive the following types of payments:

- Mutual fund 12b-1 fees, which are deducted from mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the mutual fund, which may be deducted from mutual fund assets; and
- Payments by a mutual fund's Financial Advisor or subadvisor (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee that is deducted from mutual fund assets and reflected in the mutual fund charges.

Furthermore, the Nationwide companies benefit from assets invested in Nationwide's affiliated mutual funds (i.e., Nationwide Mutual Funds) because their affiliates also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services. Thus, the Nationwide companies may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

The Nationwide companies took these anticipated payments into consideration in determining the charges they impose under the retirement products (apart from fees and expenses imposed by the mutual funds). Without these payments, the Nationwide companies would have imposed higher charges on their retirement products.

## DISCLOSURE SCHEDULE

### Mutual Fund Payments (CONTINUED)

#### *Amount of Payments the Nationwide Companies Receive*

Most mutual funds or their affiliates have agreed to make payments to the Nationwide companies, although the applicable percentages may vary from mutual fund to mutual fund and some may not make any payments at all. Because the amount of the actual payments the Nationwide companies receive generally depends on the amount of assets invested by the Accounts in the mutual funds, the Nationwide companies may receive higher payments from mutual funds with lower percentages (but greater assets) than from mutual funds that have higher percentages (but fewer assets).

#### *Identification of Mutual Funds for Our Retirement Products*

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's adviser or subadviser is one of their affiliates or whether the mutual fund, its adviser, its subadviser(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement plan sponsors and/or their advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

### **Compensation to Distributors and Other Entities**

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

#### *Identification of Mutual Funds for Our Retirement Products*

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's Financial Advisor or subadvisor is one of their affiliates or whether the mutual fund, its Financial Advisor, its subadvisor(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement Plan Sponsors and/or their Financial Advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

## DISCLOSURE SCHEDULE

### Compensation to Distributors and Other Entities

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AB BD INFL STRAT I	EEOA	ANBIX	0.00	0.78
	AB CORE OPFR I	CNTA	ADGIX	0.00	0.85
	AB DISC GR I	ABOA	CHCIX	0.00	0.71
	AB DISC VAL I	ABPA	ABSIX	0.00	0.86
	AB EMRG MKT MULT ASST I	DCPA	ABIEX	0.00	1.22
	AB EQ INC I	ABQA	AUIIX	0.00	0.77
	AB GLBL BD I	CNUA	ANAIX	0.00	0.57
	AB GLBL RSK ALLOC I	ABHA	CABIX	0.00	1.06
	AB GLBLEALESTINVT I	CNVA	AEEIX	0.00	1.09
	AB HI INC I	CNWA	AGDIX	0.00	0.66
	AB INC ADV	EENA	ACGYX	0.00	0.82
	AB INTL VAL K	AAKA	AIVKX	0.00	1.68
	AB INTMD BD I	CNXA	ABQIX	0.00	0.75
	AB LGCAP GR I	CNZA	ALLIX	0.00	0.62
	AB REL VAL I	ABKA	CBBIX	0.00	0.69
	AB SMCAP GR ADV	BRAA	QUAYX	0.00	0.87
	AB SUSTNBL INTL THMTC I	CNYA	AWPIX	0.00	0.84
	ABRDN EMGMKSTNBLLDRS INST	AAQA	GIGIX	0.00	1.31
	ABRDN EMRG MKT A	BWTA	GEGAX	0.00	1.63
	ABRDN EMRG MKT INST	CBVA	ABEMX	0.00	1.22
	ABRDN EMRGMKTEXCHINA INST	AAOA	GWLIX	0.00	1.88
	ABRDN GLBL EQ IMPCT INST	BFGA	JETIX	0.00	N/A
	ABRDN GLBL HI INC I	CYNA	JHYIX	0.00	1.14
	ABRDN US SSTNBLELDRS INST	ABYA	GGLIX	0.00	1.01
	ABRDN USSTNBLELDRSMC INST	AAJA	GGUIX	0.00	2.15
	AICF CAMBIAR OPFR INV	COPA	CAMOX	0.00	0.94
	AICF CAMBIAR SMCAP INV	CSMA	CAMSX	0.00	1.26
	AKRE FOCS RTL	FOIA	AKREX	0.00	1.30
	ALGER CAP APP FOCS Y	ETTA	ALGYX	0.00	0.62
	ALGER CAP APP I2	DBDA	ALVOX	0.00	0.94
	ALGER CAP APP INST I	ALRA	ALARX	0.00	1.23
	ALGER MDCAP GR INST I	ALMA	ALMRX	0.00	1.43
	ALGER SMCAP FOCS Y	EEPA	AOFYX	0.00	0.85
	ALGER SPECTRA Z	DBEA	ASPZX	0.00	1.15



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	ALGER WTHRBIE SPEC GR Y	ETUA	ASYMX	0.00	0.91
	ALLNZGI CONV INST	ABZA	ANNPX	0.00	0.84
	ALLNZGI DIVDVAL INST	ACZA	NFJEX	0.00	0.75
	ALLNZGI FOCS GR INST	ACJA	PGFIX	0.00	0.70
	ALLNZGI INTL SMCAP I	ACNA	ALOIX	0.00	1.47
	ALLNZGI INTL VAL INST	ADCA	ANJIX	0.00	0.97
	ALLNZGI LGCAPVAL INST	ADFA	ANVIX	0.00	0.74
	ALLNZGI MDCAP INST	PRCA	DRMCX	0.00	0.83
	ALLNZGI MDCAPVAL INST	ADHA	PRNIX	0.00	0.80
	ALLNZGI SMCAP INST	FXPA	AZBIX	0.00	0.99
	ALLNZGI SMCAP VAL INST	APXA	PSVIX	0.00	0.87
	ALLNZGI TECH INST	ADLA	DRGTX	0.00	1.16
	ALLSPR DISC ALLCAP GR A	EOFA	EKOAX	0.00	1.26
	ALLSPR GR A	SGFA	SGRAX	0.00	1.17
	ALLSPR LGCAP COR A	EOAA	EGOAX	0.00	1.20
	ALPS CRCOMMGCPLTCOMSTRAT	CJNA	JCRIX	0.00	1.08
	ALPS GBL OPFR I	CJOA	LPEIX	0.00	1.88
	ALPS KTK INDIA GR I	EWPA	INDIX	0.00	1.00
	ALPS RVRFRNTASTALLCGRIN I	CMLA	RLIIX	0.00	0.68
	ALPS SMITH SHRT DUR BD I	GNSA	SMDSX	0.00	0.56
	ALPS SMITH TTL RTN BD I	GNTA	SMTHX	0.00	0.73
	AMANA DEVL WLD INV	CTGA	AMDWX	0.00	1.21
	AMANA GR INST	CTHA	AMIGX	0.00	0.64
	AMANA GR INV	CTIA	AMAGX	0.00	0.91
	AMANA INC INV	CTKA	AMANX	0.00	1.01
	AMANA PARTCPTN INST	ERIA	AMIPX	0.00	0.56
	AMBCN ARK TRANS INNOV Y	GDWA	ADNYX	0.00	1.19
	AMBCN BAL R5	AADA	AADBX	0.00	0.72
	AMBCN BRDGWAYLGAPVAL R5	CJPA	BRLVX	0.00	0.81
	AMBCN BRDGWAYLGAPVAL R6	FXQA	BWLRX	0.00	0.77
	AMBCN INTL EQ R6	FXRA	AAERX	0.00	0.71
	AMBCN LGCAP VAL R6	FXSA	AALRX	0.00	0.60
	AMBCN MDCAP VAL R6	FXTA	AMDRX	0.00	N/A
	AMBCN SMCAP VAL R5	IAVA	AVFIX	0.00	0.79

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMBCN SMCAP VAL R6	GDXA	AASRX	0.00	0.77
	AMBCN SP FLOTNGRTINC R5	EHXA	SPFLX	0.00	0.89
	AMBCN STEPHNSMDCAPGR R6	FXUA	SFMRX	0.00	0.89
	AMBCN STEPHNSSMCAPGR R6	FXVA	STSRX	0.00	1.04
	AMBCN ZEBRA SMCAP EQ INV	CJUA	AZSPX	0.00	1.60
	AMBCN ZEBRA SMCAP EQ R5	CJTA	AZSIX	0.00	1.22
	AMCENT BAL R5	DVZA	ABGNX	0.00	0.71
	AMCENT COR PLS R5	ADMA	ACCUX	0.00	0.34
	AMCENT DIVRS BD R6	DWBA	ADDVX	0.00	0.34
	AMCENT DSCPLD COR VAL I	AIGA	AMGIX	0.00	0.45
	AMCENT DSCPLD GR R5	DWAA	ADGGX	0.00	0.80
	AMCENT EMRG MKT R6	DWCA	AEDMX	0.00	0.91
	AMCENT EQ GR R5	DWDA	AEYGX	0.00	0.45
	AMCENT EQ INC R6	DRGA	AEUDX	0.00	0.59
	AMCENT FDMNTL EQ A	ADAA	AFDAX	0.00	1.04
	AMCENT FOCS DYNMC	GBZA	ACFOX	0.00	0.86
	AMCENT FOCS GLBL R6	DWEA	AGGDY	0.00	0.75
	AMCENT GLBL REALEST R6	DWFA	ARYDX	0.00	0.77
	AMCENT GNMA R5	ADQA	AGMNX	0.00	0.34
	AMCENT GOVT BD R5	BPEA	ABTIX	0.00	0.26
	AMCENT GR R6	DWGA	AGRDX	0.00	0.62
	AMCENT HERTG R6	DWHA	ATHDX	0.00	0.66
	AMCENT HI YLD R5	CTQA	ACYIX	0.00	0.60
	AMCENT IN RTRMT R6	EHMA	ARDTX	0.00	0.51
	AMCENT INFL ADJ BD R5	ANBA	AIANX	0.00	0.26
	AMCENT INFL ADJ BD R6	GIQA	AIADX	0.00	0.21
	AMCENT INTL BD R5	IDIA	AIDIX	0.00	0.60
	AMCENT INTL GR R6	DWJA	ATGDX	0.00	1.01
	AMCENT LG CO VAL R6	DWKA	ALVDX	0.00	0.48
	AMCENT MDCAP VAL R6	DWLA	AMDVX	0.00	0.62
	AMCENT ONECHOICE2025 R6	EESA	ARWDX	0.00	0.52
	AMCENT ONECHOICE2030 R6	EEUA	ARCUX	0.00	0.53
	AMCENT ONECHOICE2035 R6	EEWA	ARLDX	0.00	0.55
	AMCENT ONECHOICE2040 R6	EEYA	ARDUX	0.00	0.57

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMCENT ONECHOICE2045 R6	EFAA	ARDOX	0.00	0.59
	AMCENT ONECHOICE2050 R6	EFCA	ARFEX	0.00	0.60
	AMCENT ONECHOICE2055 R6	EFEA	AREUX	0.00	0.61
	AMCENT ONECHOICE2060 R6	EFGA	ARGDX	0.00	0.62
	AMCENT ONECHOICE2065 R6	GDYA	ARHSX	0.00	0.62
	AMCENT REALEST R6	DWNA	AREDX	0.00	0.80
	AMCENT SEL R6	DWOA	ASDEX	0.00	0.65
	AMCENT SHRT DUR R5	AFQA	ACSUX	0.00	0.39
	AMCENT SHTDRINFLPRTBD R5	AIPA	APISX	0.00	0.36
	AMCENT SMCAP GR R6	DWPA	ANODX	0.00	0.82
	AMCENT SMCAP VAL R6	DWQA	ASVDX	0.00	0.74
	AMCENT ST GOVT R5	AFTA	TWUOX	0.00	0.34
	AMCENT SUSTNBL EQ R5	DWRA	AFDGX	0.00	0.59
	AMCENT SUSTNBL EQ R6	GKIA	AFEDX	0.00	0.44
	AMCENT ULTRA R6	DWSA	AULDX	0.00	0.60
	AMCENT UTIL INV	ABUA	BULIX	0.00	0.65
	AMCENT VAL R6	DWTA	AVUDX	0.00	0.66
	AMFDS 2010 TRGTDTRTRMT R6	RFTA	RFTTX	0.00	0.28
	AMFDS 2015 TRGTDTRTRMT R6	RFJA	RFJTX	0.00	0.30
	AMFDS 2020 TRGTDTRTRMT R6	RRCA	RRCTX	0.00	0.30
	AMFDS 2025 TRGTDTRTRMT R6	RFDA	RFDTX	0.00	0.32
	AMFDS 2030 TRGTDTRTRMT R6	RFEA	RFETX	0.00	0.33
	AMFDS 2035 TRGTDTRTRMT R6	RFFA	RFFTX	0.00	0.35
	AMFDS 2040 TRGTDTRTRMT R6	RFGA	RFGTX	0.00	0.36
	AMFDS 2045 TRGTDTRTRMT R6	RFHA	RFHTX	0.00	0.37
	AMFDS 2050 TRGTDTRTRMT R6	RFIA	RFITX	0.00	0.38
	AMFDS 2055 TRGTDTRTRMT R6	BEGA	RFKTX	0.00	0.38
	AMFDS 2060 TRGTDTRTRMT R6	CXSA	RFUTX	0.00	0.38
	AMFDS 2065 TRGTDTRTRMT R6	GCEA	RFVTX	0.00	0.38
	AMFDS AM BAL R6	RLBA	RLBGX	0.00	0.25
	AMFDS AM HI INC TR R6	RITA	RITGX	0.00	0.30
	AMFDS AM MUT R6	RMFA	RMFGX	0.00	0.27
	AMFDS AMCAP R6	RAFA	RAFGX	0.00	0.34
	AMFDS BD FD AM R6	RBFA	RFBGX	0.00	0.22

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMFDS CAP INC BLDR R6	RIRA	RIRGX	0.00	0.26
	AMFDS CAP WLD BD R6	RCWA	RCWGX	0.00	0.48
	AMFDS CAP WLD GR INC R6	RWIA	RWIGX	0.00	0.42
	AMFDS CNSRV GR INC R6	CXTA	RINGX	0.00	0.30
	AMFDS DEVL WLD GR INC R6	ENAA	RDWGX	0.00	0.76
	AMFDS EUROPACFC GR R6	RERA	RERGX	0.00	0.46
	AMFDS FDMNTL INV R6	RFNA	RFNGX	0.00	0.28
	AMFDS GLBL BAL R6	BUXA	RGBGX	0.00	0.48
	AMFDS GR FD AM R6	RGAA	RGAGX	0.00	0.30
	AMFDS GR INC R6	FLLA	RGNGX	0.00	0.34
	AMFDS GR R6	FLNA	RGWGX	0.00	0.38
	AMFDS INC FD AM R6	RIDA	RIDGX	0.00	0.26
	AMFDS INFL LNKD BD R6	ENBA	RILFX	0.00	0.29
	AMFDS INT GR INC R6	BVQA	RIGGX	0.00	0.54
	AMFDS INTMD BD FD AM R6	RBOA	RBOGX	0.00	0.23
	AMFDS INVMT CO AM R6	RICA	RICGX	0.00	0.27
	AMFDS MOD GR INC R6	FLQA	RBAGX	0.00	0.34
	AMFDS MULTSCTR INC R6	GEAA	RMDUX	0.00	0.38
	AMFDS NEW ECON R6	RNGA	RNGGX	0.00	0.41
	AMFDS NEW PRSPCT R6	RNPA	RNPGX	0.00	0.41
	AMFDS NEW WLD R6	RNWA	RNWXG	0.00	0.57
	AMFDS RTRMT INC CNSRV R6	EHZA	RTRPX	0.00	0.28
	AMFDS RTRMT INC ENHCD R6	EIBA	RVRPX	0.00	0.32
	AMFDS RTRMT INC MOD R6	EIEA	RURPX	0.00	0.32
	AMFDS SMCAP WLD R6	RLGA	RLLGX	0.00	0.66
	AMFDS ST BD FD AM R6	RMMA	RMMGX	0.00	0.29
	AMFDS US GOVT SEC R6	RGVA	RGVGX	0.00	0.24
	AMFDS WSHNGTN MUT INV R6	RWMA	RWMGX	0.00	0.26
	AMG FQ GLBL RSKBAL Z	CEPA	MMAFX	0.00	N/A
	AMG TMSQUAREINTSMCAP Z	DJSA	TCMIX	0.00	1.00
	AMGGW&K COR BD ESG I	CEUA	MBDFX	0.00	0.62
	AMGGW&K ENHCD COR BD ESG	CVBA	MFDYX	0.00	0.75
	AMGGW&K GLBL ALLOC N	CENA	MBEYX	0.00	0.98
	AMGGW&K SMCAP COR I	CERA	GWEIX	0.00	0.95

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMGMGRS BW BLUE FD I	BLUA	BLUEX	0.00	1.18
	AMGMGRS BW FD I	BRWA	BRWIX	0.00	0.95
	AMGMGRS DBLINE CORPLSBD I	DJTA	ADLIX	0.00	0.53
	AMGMGRS FRPT MDCAP I	AGJA	ABMIX	0.00	0.82
	AMGMGRS LOOMIS BD N	CETA	MGFIX	0.00	0.69
	AMGMGRS MNTG CLDWL GR I	AGPA	MCGIX	0.00	0.76
	AMGMGRS REALEST N	CEVA	MRESX	0.00	1.11
	AMGMGRS SKYLINE SPEC EQ N	CFIA	SKSEX	0.00	1.18
	AMGMGRS SPEC EQ Z	CTWA	MSEIX	0.00	1.04
	AMGMGRS YCKTMN FD I	CCPA	YACKX	0.00	0.72
	AMGMGRS YCKTMN FOCS I	CCOA	YAFIX	0.00	1.07
	AQR EQ MKT NUTRL I	DWUA	QMNIX	0.00	1.65
	AQR GLBL EQ I	DOGA	AQGIX	0.00	0.83
	AQR INTL DEFN STYLE I	DOHA	ANDIX	0.00	0.65
	AQR INTL EQ I	DOJA	AQIIX	0.00	N/A
	AQR LGCAP DEFN STYLE I	DOKA	AUEIX	0.00	0.38
	AQR LNG SHRT EQ I	DOLA	QLEIX	0.00	1.39
	AQR MGD FTR STRAT I	DCQA	AQMIX	0.00	1.28
	ARIEL APP INV	BZHA	CAAPX	0.00	1.10
	ARIEL FD INV	BZJA	ARGFX	0.00	0.98
	ARIEL FOCS INV	BZIA	ARFFX	0.00	1.13
	ARTISAN INTL VAL INST	DRMA	APHKX	0.00	1.03
	ARTISAN INTL VAL INV	GHEA	ARTKX	0.00	1.26
	AS ABSRTN INST	CZPA	WABIX	0.00	1.42
	AS ADJ RT GOVT INST	BCNA	EKIZX	0.00	0.49
	AS CB LGCAP VAL INST	BCOA	CBLSX	0.00	0.86
	AS CB MDCAP VAL INST	BCPA	CBMSX	0.00	0.92
	AS CMN STK INST	BCTA	SCNSX	0.00	0.93
	AS COR BD INST	BDZA	MBFIX	0.00	0.49
	AS DISC INST	BCXA	WFDSX	0.00	0.88
	AS DIVRS CAP BLDR INST	BCYA	EKBYX	0.00	0.78
	AS DSCPLD US COR INST	BCVA	EVSIX	0.00	0.51
	AS DSCPLD US COR R6	GKGA	EVSIX	0.00	0.41
	AS EMRG GR INST	BDAA	WEMIX	0.00	1.03

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AS ENDVR SEL INST	BDCA	WFCIX	0.00	0.93
	AS ENTRP INST	BDDA	WFEIX	0.00	0.90
	AS FNDMTL SMCAP GR INST	BEBA	EGRYX	0.00	1.11
	AS GLBL SMCAP INST	BDGA	EKGIX	0.00	1.19
	AS GOVT SEC INST	BDHA	SGVIX	0.00	0.57
	AS GR INST	BDIA	SGRNX	0.00	0.84
	AS HI YLD BD INST	DMEA	EKHIX	0.00	0.68
	AS INDX ASST ALLOC ADMN	GKHA	WFAIX	0.00	1.02
	AS INTL BD INST	EICA	ESICX	0.00	N/A
	AS INTL EQ INST	WENA	WFENX	0.00	1.05
	AS LG CO GR INST	BDLA	STNFX	0.00	0.84
	AS LG CO VAL INST	BSTA	WLCIX	0.00	0.63
	AS OPFR INST	BDOA	WOFNX	0.00	0.86
	AS PREC MTLN INST	BDPA	EKWYX	0.00	0.85
	AS PRMR LG CO GR INST	BDQA	EKJYX	0.00	0.80
	AS SHRT DUR GOVT BD INST	BDRA	WSGIX	0.00	0.46
	AS SMCV VAL INST	BDDA	SCVNX	0.00	0.99
	AS SPEC MDCAP VAL INST	BDXA	WFMIX	0.00	0.79
	AS SPEC SMCAP VAL INST	BWHA	ESPNX	0.00	0.91
	AS ULTRA ST INC INST	SDXA	SADIX	0.00	0.33
	AS UTIL TELCOM INST	BECA	EVUYX	0.00	0.83
	AVEMARIA BD	AFVA	AVEFX	0.00	0.42
	AVEMARIA FOCN	GCHA	AVEAX	0.00	1.14
	AVEMARIA GR	AVGA	AVEGX	0.00	0.91
	AVEMARIA RIS DIVD	AVDA	AVEDX	0.00	0.91
	AVEMARIA VAL	AVMA	AVEMX	0.00	0.94
	AVNTS COR FXD INC INST	GLWA	AVIGX	0.00	0.15
	AVNTS EMRG MKT EQ INST	GLXA	AVEEX	0.00	0.33
	AVNTS INTL EQ INST	GLYA	AVDEX	0.00	0.23
	AVNTS INTL SMCAP VAL INST	GLZA	AVDVX	0.00	0.36
	AVNTS ST FXD INC INST	GMBA	AVSFX	0.00	0.15
	AVNTS US EQ INST	GMGA	AVUSX	0.00	0.15
	AVNTS US LGCAP VAL INST	GTQA	AVLVX	0.00	0.15
	AVNTS US SMCAP VAL INST	GMHA	AVUVX	0.00	0.25

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AZZAD ETHICAL	ETIA	ADJEX	0.00	1.12
	AZZAD WISE CAP	ETJA	WISEX	0.00	0.98
	BAIRD AGGREGTE BD INST	BXBA	BAGIX	0.00	0.30
	BAIRD COR PLS BD INST	DJUA	BCOIX	0.00	0.30
	BAIRD INTMD BD INST	BPFA	BIMIX	0.00	0.30
	BAIRD MDCAP INST	CBWA	BMDIX	0.00	0.82
	BAIRD ST BD INST	DJVA	BSBIX	0.00	0.30
	BAIRD ULTRA SHRT BD INST	FOKA	BUBIX	0.00	0.30
	BARON ASST INST	AGQA	BARIX	0.00	1.04
	BARON ASST R6	GNUA	BARUX	0.00	1.04
	BARON DISC INST	DWWA	BDFIX	0.00	1.06
	BARON EMRG MKT INST	DWXA	BEXIX	0.00	1.12
	BARON FIFTH AVE GR INST	CDDA	BFTIX	0.00	0.76
	BARON GR INST	AGUA	BGRIX	0.00	1.04
	BARON OPR INST	AGYA	BIOIX	0.00	1.05
	BARON PTNRS INST	AGZA	BPTIX	0.00	1.44
	BARON REALEST INST	CDEA	BREIX	0.00	1.07
	BARON SMCAP INST	AHAA	BSFIX	0.00	1.04
	BLKRK 20/80 TRGTALLOK INS	GEDA	BICPX	0.00	0.41
	BLKRK 20/80 TRGTALLOK K	EFKA	BKCPX	0.00	0.29
	BLKRK 40/60 TRGTALLOK INS	GEEA	BIMPX	0.00	0.45
	BLKRK 40/60 TRGTALLOK K	EFLA	BKMPX	0.00	0.31
	BLKRK 60/40 TRGTALLOK INS	GEFA	BIGPX	0.00	0.45
	BLKRK 80/20 TRGTALLOK INS	DHZA	BIAPX	0.00	0.50
	BLKRK ADVTG GLBL INST	AHOA	MAGCX	0.00	1.10
	BLKRK ADVTG LGCAP COR INS	AHZA	MALRX	0.00	0.61
	BLKRK ADVTG LGCAP GR INST	AJAA	CMVIX	0.00	0.75
	BLKRK ADVTG LGCAPVAL INST	AIJA	MALVX	0.00	0.70
	BLKRK ADVTG SMCAP GR INST	BPGA	PSGIX	0.00	0.71
	BLKRK ADVTGUSTTLMKT INST	AJFA	MASPX	0.00	0.79
	BLKRK BAL CAP INST	MCPA	MACPX	0.00	0.53
	BLKRK BASIC VAL INST	MBXA	MABAX	0.00	0.54
	BLKRK CAP APP INST	EIFA	MAFGX	0.00	0.70
	BLKRK CAP APP K	AHEA	BFGBX	0.00	0.64

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BLKRK COMDTY STRAT INST	FEKA	BICSX	0.00	0.82
	BLKRK COR BD PORT INST	EIHA	BFMCX	0.00	0.54
	BLKRK COR BD PORT K	BOJA	CCBBX	0.00	0.43
	BLKRK EMRG MKT INST	AHNA	MADCX	0.00	0.97
	BLKRK EMRG MKT K	GMKA	MKDCX	0.00	0.86
	BLKRK EQ DIVD INST	AHGA	MADVX	0.00	0.68
	BLKRK EUROFD INST	AHHA	MAEFX	0.00	1.17
	BLKRK EVDRIV EQ INST	GEIA	BILPX	0.00	1.29
	BLKRK FLOTNG RT INC INST	CJVA	BFRIX	0.00	0.71
	BLKRK GLBL ALLOC INST	AHKA	MALOX	0.00	0.89
	BLKRK GLBL DIVD INST	CJXA	BIBDX	0.00	0.75
	BLKRK GLBLEQMKTNUTRL INST	CYOA	BDMIX	0.00	1.58
	BLKRK GNMA INST	EIIA	BGNIX	0.00	0.72
	BLKRK GNMA K	BOEA	BBGPX	0.00	0.60
	BLKRK HI YLD BD INST	EIJA	BHYIX	0.00	0.60
	BLKRK HI YLD BD PORT K	BOFA	BRHYX	0.00	0.51
	BLKRK HLTH SCNC OPPR INST	SHSA	SHSSX	0.00	0.85
	BLKRK HLTH SCNC OPPR INV	BSAA	SHSAX	0.00	1.09
	BLKRK IMPCT MRTG INST	FMWA	PNIGX	0.00	0.83
	BLKRK INC INST	FELA	BMSIX	0.00	0.75
	BLKRK INFL PRTCT BD INST	EIKA	BPRIX	0.00	0.69
	BLKRK INFL PRTCT BD K	BOGA	BPLBX	0.00	0.55
	BLKRK INTL DIVD INST	AHWA	BISIX	0.00	0.96
	BLKRK IS DVLRLSTINDX INS	EFXA	BIRDY	0.00	0.19
	BLKRK IS MSCI TTLINTLIND	DJZA	BDOKX	0.00	0.10
	BLKRK IS RSL2000SMCPIND K	DJYA	BDBKX	0.00	0.07
	BLKRK IS RSLSMMDCAPINDX K	DONA	BSMKX	0.00	0.11
	BLKRK IS S P 500 INDX INS	CECA	BSPIX	0.00	0.10
	BLKRK IS S P 500 INDX K	DJXA	WFSPX	0.00	0.03
	BLKRK IS TTLSTKMKT INDX K	DOOA	BKTSX	0.00	0.03
	BLKRK IS USAGGREGTBDINDX	DOPA	WFBIX	0.00	0.06
	BLKRK ISMSCIEAFEINTIND K	DWYA	BTMKX	0.00	0.04
	BLKRK ISRSL1000LCPIND INS	CPOA	BRGNX	0.00	0.12
	BLKRK ISRSSL MD CAPINDX K	DJWA	BRMKX	0.00	0.06



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BLKRK LGCAP FOCS GR INST	FOEA	MAFOX	0.00	0.74
	BLKRK LGCAP INDX K	DIBA	BRGKX	0.00	0.07
	BLKRK LOW DUR BD INST	EILA	BFMSX	0.00	0.43
	BLKRK LOW DUR BD K	BOHA	CLDBX	0.00	0.37
	BLKRK LTN AM INST	AIKA	MALTX	0.00	N/A
	BLKRK MDCAP DIVD INST	AIQA	MARFX	0.00	0.84
	BLKRK MDCAP GR EQ INST	AIWA	CMGIX	0.00	0.81
	BLKRK MULT ASST INC INST	CKHA	BIICX	0.00	0.67
	BLKRK NATRL RSRC TR INST	AJBA	MAGR X	0.00	0.87
	BLKRK REALEST SEC INST	FEOA	BIREX	0.00	0.98
	BLKRK STRAT INC OP PR I	CKIA	BSIIX	0.00	0.71
	BLKRK TCTCL OP PR INST	AHBA	PBAIX	0.00	0.78
	BLKRK TECH OP PR INST	GPQA	BGSIX	0.00	0.94
	BLKRK TTL RTN INST	EIMA	MAHQX	0.00	0.47
	BLKRK TTL RTN K	BOIA	MPHQX	0.00	0.38
	BLKRK UNCNSTRND EQ INST	AHMA	MAEGX	0.00	0.99
	BLLIEGFRD EMRG MKT K	FLWA	BGKEX	0.00	0.83
	BLLIEGFRD INTL EQ K	FLYA	BGIKX	0.00	0.61
	BNYMEL APP Y	GMNA	DGYGX	0.00	0.59
	BNYMEL BD MKT INDX I	DBTA	DBIRX	0.00	0.16
	BNYMEL DEVL MKT REALEST SEC I	BFXA	DRLIX	0.00	1.11
	BNYMEL EQ INC I	CODA	DQIRX	0.00	0.80
	BNYMEL GLBL FXD INC I	DOUA	SDGIX	0.00	0.53
	BNYMEL GLBL RTN I	COFA	DRRIX	0.00	0.97
	BNYMEL INTL BD I	BGAA	DIBRX	0.00	0.73
	BNYMEL MDCAP INDX INV	FESA	PESPX	0.00	0.52
	BNYMEL RSRCH GR Z	COHA	DWOIX	0.00	0.82
	BNYMEL SEL MGR SMCAP GR I	COIA	DSGIX	0.00	0.99
	BNYMEL SEL MGR SMCAP VAL	COJA	DMVIX	0.00	1.03
	BNYMEL SMMDCAP GR I	COLA	SDSCX	0.00	0.74
	BRWN INTL ALL CO INV	ERJA	BCIIX	0.00	1.59
	BRWN MD CO INV	ERKA	BCMSX	0.00	1.55
	BRWNADV SMC PFD MNTL VAL INS	GIRA	BIAUX	0.00	1.10
	BRWNADV SUSTNBL GR INST	GEJA	BAFWX	0.00	0.63

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BSTNPRT LNGSHRTRS RCH INST	DKAA	BPIRX	0.00	1.95
	BTS TCTCL FXD INC I	ERLA	BTFIX	0.00	1.65
	BUF DISC RTL	BFTA	BUFTX	0.00	1.00
	BUF DIVD FOCS RTL	DOQA	BUFDX	0.00	0.93
	BUF FLEX INC RTL	BUFA	BUFBX	0.00	1.01
	BUF GR RTL	BUGA	BUFGX	0.00	0.92
	BUF INTL RTL	DORA	BUFIX	0.00	1.03
	BUF MDCAP RTL	BUMA	BUFMX	0.00	1.02
	CALAMOS EVOL WLD GR INST	BFIA	CNWIX	0.00	1.38
	CALAMOS TTL RTN BD INST	BFKA	CTRIX	0.00	0.88
	CALAMOS VAL INST	BFLA	CVAIX	0.00	1.32
	CALAMOS GLBL EQ I	CIGA	CIGEX	0.00	1.36
	CALAMOS GLBL GR INC I	CGCA	CGCIX	0.00	1.21
	CALAMOS GR I	CRXA	CGRIX	0.00	1.05
	CALAMOS GR INC I	CGIA	CGIIX	0.00	0.80
	CALAMOS HI INC OPPR INST	BFJA	CIHYX	0.00	1.15
	CALAMOS INTL GR I	CXGA	CIGIX	0.00	1.39
	CALAMOS MKT NUTRL INC I	CMNA	CMNIX	0.00	0.93
	CALVERT MDCAP I	CEFA	CCPIX	0.00	0.98
	CARILN CLARIVST INTL I	UMBA	UMBWX	0.00	N/A
	CARILN EAGLE CAP APP R5	AKCA	HRCMX	0.00	0.89
	CARILN EAGLE GR INC R6	DYCA	HIGUX	0.00	0.61
	CARILN EAGLE MDCAP GR I	BPIA	HAGIX	0.00	0.72
	CARILN EAGLE SMCAP GR R6	DYDA	HSRUX	0.00	0.71
	CARILN REAMS COR BD I	CJDA	SCCIX	0.00	0.72
	CARILN REAMS COR PLS BD I	CJEA	SCPZX	0.00	0.65
	CARILN REAMS UNCNSTRNDBD	CJFA	SUBFX	0.00	0.85
	CATLYST BFR SHLD I	GPRA	SHIIX	0.00	1.64
	CATLYST MLBRN HDG STRAT I	FXZA	MBXIX	0.00	2.02
	CAUSWY INTL VAL INST	EWRA	CIVIX	0.00	0.91
	CBOEVST SP500 BFR STRAT Y	GALA	BUYGX	0.00	0.97
	CLVRT BAL I	BUYA	CBAIX	0.00	0.67
	CLVRT BD I	AJGA	CBDIX	0.00	0.55
	CLVRT EQ I	CEYA	CEYIX	0.00	0.65

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	CLVRT EQ R6	GISA	CEYRX	0.00	0.59
	CLVRT GLBL ENRGY SOLTNS I	BFMA	CAEIX	0.00	1.15
	CLVRT INC I	CINA	CINCX	0.00	0.66
	CLVRT INTL EQ I	CWVA	CWVIX	0.00	0.96
	CLVRT INTL OPPI I	FOPA	COIIX	0.00	1.07
	CLVRT INTL RSP INDX I	GHMA	CDHIX	0.00	0.40
	CLVRT INTL RSP INDX R6	FSUA	CDHRX	0.00	0.37
	CLVRT SHRT DUR INC INST	BZLA	CDSIX	0.00	0.51
	CLVRT SMCAP I	CSVA	CSVIX	0.00	0.94
	CLVRT SOC INDX I	CISA	CISIX	0.00	0.34
	CNSTGA SM CAP INST	DOSA	CCALX	0.00	0.98
	COHENSTRS INTL REAL INST	BFPA	IRFIX	0.00	1.17
	COHENSTRS PRFRD SEC INC I	DMIA	CPXIX	0.00	0.84
	COHENSTRS REAL Z	GIUA	CSJZX	0.00	0.83
	COHENSTRS REALEST SEC INS	DICA	CSDIX	0.00	0.84
	COHENSTRS REALEST SEC Z	DRQA	CSZIX	0.00	0.75
	COL ACORN INST2	CPPA	CRBRX	0.00	0.80
	COL ACORN INTL INST2	CPQA	CAIRX	0.00	0.98
	COL ADPTV RSK ALLOC INST2	CQGA	CRDRX	0.00	0.81
	COL BAL INST2	CPRA	CLREX	0.00	0.64
	COL BAL INST3	GIWA	CBDYX	0.00	0.59
	COL CONTRA COR INST2	CPSA	COFRX	0.00	0.67
	COL CONV SEC INST2	CPTA	COCRX	0.00	0.81
	COL CONV SEC INST3	GHHA	CSFYX	0.00	0.76
	COL CORP INC INST2	CPUA	CPIRX	0.00	0.56
	COL DIVD INC INST2	CPVA	CDDRX	0.00	0.60
	COL DIVD OPPI INST2	CPWA	RSDFX	0.00	0.78
	COL EMRG MKT BD INST2	CPXA	CEBRX	0.00	0.73
	COL EMRG MKT INST3	FEVA	CEKYX	0.00	1.05
	COL FLOTNG RT INST2	CPYA	RFRFX	0.00	0.77
	COL GLBL OPPI INST2	CPZA	CLNRX	0.00	0.88
	COL GLBL TECH ADV	ETVA	CTYRX	0.00	0.93
	COL HI YLD BD INST2	CQAA	RSHRX	0.00	0.70
	COL INC BLDR INST2	CQBA	CKKRX	0.00	0.69

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	COL INTGRTD LGCAP GR ADV	GQVA	ILGFX	0.00	0.94
	COL INTGRTD LGCAP VAL ADV	GQUA	ILVEX	0.00	0.96
	COL LGCAP ENHCD COR INST2	CQDA	CLNCX	0.00	0.85
	COL LGCAP VAL A	ADEA	INDZX	0.00	0.97
	COL LTD DUR CR INST2	CQEA	CTLRX	0.00	0.50
	COL MDCAP INDX INST2	FMLA	CPXRX	0.00	0.28
	COL OVRSEAS VAL INST2	DHWA	COSSX	0.00	0.88
	COL OVRSEAS VAL INST3	GUGA	COSYX	0.00	0.83
	COL SEL GLBL EQ INST3	GAMA	CSEYX	0.00	0.91
	COL SEL LGCAP GR INST2	CQHA	CGTRX	0.00	0.77
	COL SEL LGCAP VAL INST2	CQIA	SLVIX	0.00	0.76
	COL SEL MDCAP VAL INST2	CQFA	CVERX	0.00	0.80
	COL SEL SMCAP VAL INST2	CQJA	SSVIX	0.00	0.97
	COL SMCAP INDX INST2	EMZA	CXXRX	0.00	0.20
	COL SMCAP VAL I INST 3	GNWA	CSVYX	0.00	0.86
	COL SMCAP VAL II INST 3	GQWA	CRRYX	0.00	0.86
	COL STRAT INC INST2	CQKA	CTIVX	0.00	0.64
	COL THRMST INST2	CQLA	CQTRX	0.00	0.60
	COLOVRSVALMYWYRTRMTINTLVA	FZBA	N/A	0.00	0.38
	COLU QULT INC INST2	CQMA	CGVRX	0.00	0.56
	COMRC GR	FOQA	CFGRX	0.00	0.75
	CONGRESS LGCAP GR RTL	ETWA	CAMLX	0.00	0.94
	CONGRESS MDCAP GR RTL	ETXA	CMIDX	0.00	1.03
	CONGRESS MDCAP INST	GIXA	IMIDX	0.00	0.78
	CRSUISSETR COMDTY RTNSTR	BFQA	CCRSX	0.00	1.05
	DAVENPORT CORE LDRS FUND	DNXA	DAVPX	0.00	0.86
	DAVIS FIN Y	AJMA	DVFYX	0.00	0.72
	DAVIS NY VNTR Y	DNVA	DNVYX	0.00	0.66
	DAVIS OPBR Y	AJNA	DGOYX	0.00	0.69
	DAVIS REALEST Y	AJOA	DREYX	0.00	0.72
	DBLINE COR FXD INC I	CYRA	DBLFX	0.00	0.51
	DBLINE ENHCD CAPE I	DYBA	DSEEX	0.00	0.55
	DBLINE LOW DUR BD I	CYSA	DBLSX	0.00	0.41
	DBLINE TTL RTN BD N	BZOA	DLTNX	0.00	0.73

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DE IVY CLIMATE SOLTNS R6	DYWA	IENRX	0.00	0.99
	DE IVY GLBL VAL EQ I	EMYA	IBIIX	0.00	0.94
	DE CORP BD INST	CBXA	DGCIX	0.00	0.66
	DE DIVD INC INST	BFRA	DDIIX	0.00	1.05
	DE DIVRS INC A	DPDA	DPDFX	0.00	0.89
	DE DIVRS INC INST	AJPA	DPFFX	0.00	0.64
	DE EMRG MKT INST	BFUA	DEMIX	0.00	1.41
	DE EXTND DUR BD INST	AJQA	DEEIX	0.00	0.76
	DE GLBL EQ INST	EDRA	FIITX	0.00	1.12
	DE HI YLD OPFR INST	DHIA	DHOIX	0.00	0.84
	DE HLTHCARE I	ENEA	DLHIX	0.00	0.99
	DE INTL SMCAP INST	EIVA	DGGIX	0.00	1.33
	DE IVY COR BD I	AOIA	IVBIX	0.00	0.71
	DE IVY GLBL VAL EQ R6	DYYA	IICNX	0.00	0.79
	DE IVY REAL EST SEC I	APHA	IREIX	0.00	1.09
	DE IVY SCNC TECH I	ITIA	ISTIX	0.00	0.96
	DE IVY SUSTNBL EQ INC I	EABA	IDAIX	0.00	0.68
	DE LTD TRM DIVRS INC INST	BUZA	DTINX	0.00	0.71
	DE MID CAP GR EQ INST	AJUA	DFDIX	0.00	0.79
	DE REIT INST	AJRA	DPRSX	0.00	1.13
	DE SEL GR INST	AJSA	VAGGX	0.00	1.01
	DE SMCAP COR INST	DIEA	DCCIX	0.00	0.80
	DE SMCAP VAL INST	AJTA	DEVIX	0.00	0.86
	DE VAL INST	AJVA	DDVIX	0.00	0.68
	DFA COMDTY STRAT INST	DIFA	DCMSX	0.00	0.30
	DFA EMRG MKT COR EQ INST	BTMA	DFCEX	0.00	0.40
	DFA EMRG MKT SMCAP	DSXA	DEMSX	0.00	0.79
	DFA EMRG MKT SOCCOREQ INS	BXCA	DFESX	0.00	0.44
	DFA EMRG MKT VAL	DFEA	DFEVX	0.00	0.54
	DFA EMRG MKT	DXMA	DFEMX	0.00	0.46
	DFA FIVE YR GLBL FXD INC	DGBA	DFGBX	0.00	0.20
	DFA GLBL ALLOC 25 75 INST	DGTA	DGTSX	0.00	0.40
	DFA GLBL ALLOC 60 40 INST	DGSA	DGSIX	0.00	0.41
	DFA GLBL EQ INST	DGEA	DGEIX	0.00	0.42

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DFA GLBL REALEST SEC INST	BTNA	DFGEX	0.00	0.32
	DFA GLBLCORPLSFXDINC INST	GNXA	DGCFX	0.00	0.22
	DFA INFL PRTCT SEC INST	BZMA	DIPSX	0.00	0.11
	DFA INTL COR EQ INST	BRCA	DFIEX	0.00	0.24
	DFA INTL LGCAP GR	ERMA	DILRX	0.00	0.30
	DFA INTL SM CO INST	DFIA	DFISX	0.00	0.39
	DFA INTL SMCAP GR INST	DRRA	DISMX	0.00	0.47
	DFA INTL SMCAP VAL	DISA	DISVX	0.00	0.44
	DFA INTL SOC COR EQ INST	EIWA	DSCLX	0.00	0.27
	DFA INTL SUSTNBL COR 1	BXDA	DFSPX	0.00	0.25
	DFA INTL VAL	DFVA	DFIVX	0.00	0.48
	DFA INTL VECTR EQ INST	EIXA	DFVQX	0.00	0.34
	DFA INTMD GOVT FXDINC INS	DXGA	DFIGX	0.00	0.11
	DFA INVMT GRD FXD INST	CQNA	DFAPX	0.00	0.19
	DFA LGCAP INTL	DFAA	DFALX	0.00	0.17
	DFA ONE YR FXD INC	DIHA	DFIHX	0.00	0.12
	DFA REALEST SEC	DRSA	DFREX	0.00	0.20
	DFA SOC FXD INC INST	EIYA	DSFIX	0.00	0.21
	DFA ST EXTND QULTY INST	BZNA	DFEQX	0.00	0.18
	DFA ST GOVT	DFYA	DFFGX	0.00	0.16
	DFA SUSTNBL COR 1	BXFA	DFSIX	0.00	0.17
	DFA TRGT CR INST	GNYA	DTCPX	0.00	0.22
	DFA TWO YR GLBL FXD INC	DXFA	DFGFX	0.00	0.16
	DFA US COR EQ I	DFOA	DFEOX	0.00	0.14
	DFA US CORE EQ 2 INST	BTOA	DFQTX	0.00	0.18
	DFA US LG CO	DXXA	DFUSX	0.00	0.09
	DFA US LGCAP EQ INST	CVEA	DUSQX	0.00	0.13
	DFA US LGCAP GR INST	DXZA	DUSLX	0.00	0.18
	DFA US LGCAP VAL INST	DFLA	DFLVX	0.00	0.31
	DFA US MICRO CAP INST	DSCA	DFSCX	0.00	0.40
	DFA US SMCAP GR INST	DYAA	DSCGX	0.00	0.31
	DFA US SMCAP INST	DFTA	DFSTX	0.00	0.27
	DFA US SMCAP VAL INST	DVUA	DFSVX	0.00	0.30
	DFA US SOC COR EQ 2	BXEA	DFUEX	0.00	0.21

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DFA US TRGT VAL INST	DFXA	DFVFX	0.00	0.29
	DFA US VECTR EQ INST	BTPA	DFVEX	0.00	0.28
	DFA WLDEXUS COREQ INST	EIZA	DFWIX	0.00	0.30
	DFA WLDEXUS TRGT VAL INST	EJAA	DWUSX	0.00	0.50
	DFA WLDEXUS VAL INST	EJBA	DFWVX	0.00	0.57
	DFA WLDEXUSGOVTFXDINC INS	DRTA	DWFIX	0.00	0.19
	DFDENT MDCAP GR INST	FQQA	DFMGX	0.00	0.85
	DFDENT PRMR GR INV	FQSA	DFDPX	0.00	1.10
	DIAMOND HILL CORP CR Y	FTAA	BGISX	0.00	0.50
	DIAMOND HILL LGCAP I	AJWA	DHLRX	0.00	0.67
	DIAMOND HILL LNG SHRT INS	BFWA	DHLSX	0.00	1.50
	DIAMOND HILL MDCAP I	CQQA	DHPIX	0.00	0.77
	DIAMOND HILL SEL I	GIYA	DHLTX	0.00	0.87
	DIAMOND HILL SMCAP I	AJXA	DHSIX	0.00	0.97
	DODGECOX INTL STK I	DGLA	DODFX	0.00	0.62
	DOMINI IMPCT INTL EQ INST	EFUA	DOMOX	0.00	0.89
	DVNPRT EQ OPP	DNWA	DEOPX	0.00	0.88
	DVNPRT SMCAP FOCS	EFNA	DSCPX	0.00	0.89
	DVNPRT VAL INC	DNZA	DVIPX	0.00	0.87
	DWS CAP GR S	DWZA	SCGSX	0.00	0.66
	DWS COR EQ S	DXAA	SCDGX	0.00	0.56
	DWS CROCI EQ DIVD INST	PKIA	KDHIX	0.00	0.72
	DWS CROCI INTL S	CYPA	SCINX	0.00	0.91
	DWS CROCI US S	DXBA	DCUSX	0.00	0.67
	DWS EMRG MKT EQ S	ENGA	SEMGX	0.00	1.13
	DWS ENHCDCOMDTSTRAT INST	DXCA	SKIRX	0.00	1.04
	DWS EQ 500 INDX INST	SBTA	BTIIX	0.00	0.30
	DWS ESG COR EQ S	DXVA	DESSX	0.00	0.73
	DWS ESG GLBL BD S	BGCA	SSTGX	0.00	0.99
	DWS FLOTNG RT INST	CQPA	DFRTX	0.00	0.93
	DWS FLOTNG RT S	DXEA	DFRPX	0.00	1.09
	DWS GLBL HI INC S	DXJA	SGHSX	0.00	0.74
	DWS GLBL INC BLDR INST	CQQA	KTRIX	0.00	0.66
	DWS GLBL INC BLDR S	DXKA	KTRSX	0.00	0.70

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DWS GLBL INFR S	DXOA	TOLSX	0.00	1.21
	DWS GLBL MACRO S	DXHA	DBIVX	0.00	1.06
	DWS GLBL SMCAP INST	BGGA	KGDIX	0.00	1.15
	DWS GLBLREALEST SEC S	DXQA	RRGTX	0.00	1.17
	DWS GNMA S	DXRA	SGINX	0.00	0.58
	DWS HI INC S	DXTA	KHYSX	0.00	0.78
	DWS LTN AM EQ S	BGJA	SLAFX	0.00	1.34
	DWS RREEF REALESSEC INST	PRXA	RRRRX	0.00	0.61
	DWS RREEF REALEST SEC R6	GIZA	RRRZX	0.00	0.53
	DWS RREEF REALEST SEC S	CEJA	RRREX	0.00	0.75
	DWS SCNC TECH S	DXWA	KTCSX	0.00	0.69
	DWS SMCAP COR INST	EFSA	SZCIX	0.00	0.92
	DWS SMCAP COR S	DKEA	SSLCX	0.00	0.95
	DWS SMCAP GR S	DXYA	SSDSX	0.00	0.98
	EDGWD GR INST	GPSA	EGFIX	0.00	1.03
	EMERALD BK FIN INST	BZRA	HSSIX	0.00	1.41
	EMERALD GR A	HSPA	HSPGX	0.00	1.03
	EMERALD GR INST	ANKA	FGROX	0.00	0.73
	EV ATLNTA CAP FOCS GR INS	BTQA	EILGX	0.00	0.78
	EV ATLNTA CAP SMID CAP I	AKEA	EISMX	0.00	0.88
	EV DIVD BLDR INST	BGMA	EIUTX	0.00	0.75
	EV FLOTNG RT HI INC INST	BGQA	EIFHX	0.00	0.77
	EV FLOTNG RT INST	BGOA	EIBLX	0.00	0.77
	EV GLBL MACRO ABS RTN INS	BVAA	EIGMX	0.00	0.84
	EV GLBL SOVRGN OPPI	CKQA	EIIMX	0.00	1.58
	EV GOVT OPPI INST	DIJA	EIGOX	0.00	0.85
	EV GR I	AKFA	ELCIX	0.00	0.83
	EV INC FD OF BOSTON INST	BGSA	EIBIX	0.00	0.77
	EV INC FD OF BOSTON R6	DRUA	EIBRX	0.00	0.68
	EV LGCAP VAL L	BGTA	EILVX	0.00	0.77
	EV MUNI OPPI	DCSA	EMOIX	0.00	0.67
	EV PMETRIC EMRG MKT INST	CSDA	EIEMX	0.00	1.40
	EV PMETRIC INTL EQ INST	CSEA	EIISX	0.00	0.58
	EV RICHBRNSTN EQSTRAT INS	CVHA	ERBIX	0.00	0.99



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	EV SHRT DUR STRAT INC I	AKHA	ESIIX	0.00	0.87
	EV SMCAP I	AKGA	EISGX	0.00	1.14
	EV WW HLTH SCNC A	ETHA	ETHSX	0.00	1.22
	EVENTDE GILEAD I	ERNA	ETILX	0.00	1.11
	EVENTDE HLTH LF SCNC I	GPUA	ETIHX	0.00	1.31
	EVENTDE LTD TRM BD I	GPVA	ETIBX	0.00	0.64
	EVENTDE MULTASST INC I	EROA	ETIMX	0.00	0.82
	F&T BEH SMCAP EQ R6	GBFA	FTHFX	0.00	0.65
	FAM DIVD FOCS INV	DYEA	FAMEX	0.00	1.23
	FAM VAL INST	DYFA	FAMWX	0.00	1.14
	FED HRMS CLVR SM VAL INST	AKNA	VSFIX	0.00	1.21
	FED HRMS CORP BD INST	AKJA	FDBIX	0.00	0.75
	FED HRMS EQ INC INST	CCUA	LEISX	0.00	0.89
	FED HRMS GLBL ALLOC INST	AKIA	SBFIX	0.00	1.13
	FED HRMS GOV OBLGTNS PRMR	DJRA	GOFXX	0.00	0.28
	FED HRMS GOVULTRASHRT INS	FGUA	FGUSX	0.00	0.43
	FED HRMS INST HIYLDDBD INS	FIHA	FIHBX	0.00	0.55
	FED HRMS INTL EQ INST	AZOA	PIUIX	0.00	1.49
	FED HRMS INTL LDRS INST	BVCA	FGFLX	0.00	1.12
	FED HRMS INTMDCORPBD INST	AKQA	FIIFX	0.00	1.07
	FED HRMS INTSTRTVLDVD INS	BVDA	IVFIX	0.00	1.03
	FED HRMS KAUFMAN INST	GPYA	KAUIX	0.00	1.54
	FED HRMS KAUFMAN SMCAP R6	FLZA	FKALX	0.00	0.93
	FED HRMS KAUFMANLGCAP INS	BVEA	KLCIX	0.00	0.94
	FED HRMS MDT LGCAPVAL INS	AKVA	FMSTX	0.00	0.95
	FED HRMS MDT SMCAP GR INS	BVFA	QISGX	0.00	1.07
	FED HRMS MDT SMCAPCOR INS	ENJA	QISCX	0.00	1.04
	FED HRMS MDTMDCPGRSTR INS	BVGA	FGSIX	0.00	1.03
	FED HRMS PRUDNT BEAR INST	AKWA	PBRIX	0.00	2.49
	FED HRMS SELTTLRTNBD INST	FGMA	FGFIX	0.00	2.45
	FED HRMS SHINTDTLRTBD INS	FGCA	FGCIX	0.00	0.48
	FED HRMS SHINTDTLRTBD R6	GHGA	SRBRX	0.00	0.43
	FED HRMS SHRT TRM INC SVC	BVHA	FSTIX	0.00	0.75
	FED HRMS ST GOV INST	FGZA	FSGVX	0.00	0.65

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FED HRMS ST INTMD GOV INS	BPKA	FIGTX	0.00	0.97
	FED HRMS STRAT INC INST	AKXA	STISX	0.00	0.84
	FED HRMS STRTVALDIVD INST	BTSA	SVAIX	0.00	0.94
	FED HRMS TTL RTN BD INST	FGRA	FTRBX	0.00	0.47
	FED HRMS TTLRTNGVTBD INST	FGGA	FTRGX	0.00	0.54
	FED HRMS ULTRASHRTBD INST	FGLA	FULIX	0.00	0.44
	FID 500 INDX	EVMA	FXAIX	0.00	0.01
	FID ASST MGR 20 I	EUA	FTIWX	0.00	0.56
	FID ASST MGR 30 I	EUBA	FTINX	0.00	0.55
	FID ASST MGR 40 I	EUCA	FFNIX	0.00	0.57
	FID ASST MGR 50 I	EUDA	FFIMX	0.00	0.64
	FID ASST MGR 60 I	EUFA	FSNIX	0.00	0.74
	FID BLUE CHIP GR	CTYA	FBGRX	0.00	0.76
	FID EMRG MKT INDX	EVNA	FPADX	0.00	0.07
	FID EXTD MKT INDX	EVOA	FSMAX	0.00	0.04
	FID GLBL EXUS INDX	EVPA	FSGGX	0.00	0.06
	FID INFL PRTCT BD INDX	EVQA	FIPDX	0.00	0.05
	FID INTL BD INDX	GEQA	FBIIX	0.00	0.06
	FID INTL INDX	EVSA	FSPSX	0.00	0.04
	FID INTL SUSTNBL INDX	GHFA	FNIDX	0.00	0.20
	FID INTMD TRSRY BD INDX	FKWA	FUAMX	0.00	0.03
	FID LG CAP GR INDX	EVVA	FSPGX	0.00	0.04
	FID LG CAP VAL INDX	EVWA	FLCOX	0.00	0.04
	FID MDCAP GR INDX	FPDA	FMDGX	0.00	0.05
	FID MDCAP INDX	EVYA	FSMDX	0.00	0.03
	FID MDCAP VAL INDX	FPEA	FIMVX	0.00	0.05
	FID MULT ASST INDX	DKJA	FFNOX	0.00	0.13
	FID NSDQ CMPST INDX	DSBA	FNCMX	0.00	0.37
	FID REALEST INDX	EVZA	FSRNX	0.00	0.07
	FID SMCAP GR INDX	FPFA	FECGX	0.00	0.05
	FID SMCAP INDX	EWBA	FSSNX	0.00	0.03
	FID SMCAP VAL INDX	FPHA	FISVX	0.00	0.05
	FID ST TRSRY BD INDX	EWGA	FUMBX	0.00	0.03
	FID TTL INTL INDX	GERA	FTIHX	0.00	0.06

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FID TTL MKT INDX	EWCA	FSKAX	0.00	0.01
	FID US BD INDX	EWDA	FXNAX	0.00	0.03
	FIDADV ASST MGR 70 INST	AKZA	FAAIX	0.00	0.70
	FIDADV ASST MGR 85 I	ERPA	FEYIX	0.00	0.72
	FIDADV BAL I	FIOA	FAIOX	0.00	0.56
	FIDADV BIO INST	CYTA	FBTIX	0.00	0.73
	FIDADV CANADA INST	ALFA	FICCX	0.00	0.86
	FIDADV CHINA REG INST	ALHA	FHKIX	0.00	0.93
	FIDADV CNSMR DISCRTNY INS	BGUA	FCNIX	0.00	0.75
	FIDADV CNSMR STPLS INST	CBYA	FDIGX	0.00	0.74
	FIDADV COMM EQUIP INST	ALJA	FDMIX	0.00	N/A
	FIDADV CONV SEC INST	BZSA	FICVX	0.00	0.75
	FIDADV DIVD GR INST	ALNA	FDGIX	0.00	0.59
	FIDADV DIVRS INTL I	FVIA	FDVIX	0.00	0.91
	FIDADV DIVRS STK INST	CKSA	FDTIX	0.00	0.59
	FIDADV EMRG ASIA INST	BGWA	FERIX	0.00	0.97
	FIDADV EMRG MKT Z	ERQA	FZAEX	0.00	0.90
	FIDADV ENRGY I	FIXA	FANIX	0.00	0.76
	FIDADV EQ GR INST	FEXA	EQPGX	0.00	0.72
	FIDADV EQ INC INST	ALOA	EQPIX	0.00	0.65
	FIDADV EURO INST	CPHA	FHJMX	0.00	0.86
	FIDADV FLOT RT HI INC INS	ALUA	FFRIX	0.00	0.72
	FIDADV FREE 2005 INST	ALWA	FFIVX	0.00	0.47
	FIDADV FREE 2010 INST	ALYA	FCIFX	0.00	0.48
	FIDADV FREE 2015 INST	AMLA	FFVIX	0.00	0.53
	FIDADV FREE 2020 INST	ALZA	FDIFX	0.00	0.57
	FIDADV FREE 2025 INST	AMAA	FITWX	0.00	0.61
	FIDADV FREE 2030 INST	AMDA	FEFIX	0.00	0.66
	FIDADV FREE 2035 INST	AMGA	FITHX	0.00	0.70
	FIDADV FREE 2040 INST	AMHA	FIFFX	0.00	0.74
	FIDADV FREE 2045 INST	AMJA	FFFIX	0.00	0.75
	FIDADV FREE 2050 INST	AMKA	FFFPX	0.00	0.75
	FIDADV FREE 2055 INST	BTUA	FHFIX	0.00	0.75
	FIDADV FREE 2060 INST	CVJA	FDKQX	0.00	0.75

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FIDADV FREE 2065 INST	FMXA	FDFSX	0.00	0.75
	FIDADV FREE INC INST	AMNA	FIAFX	0.00	0.47
	FIDADV GLBL CAP APP INST	AMPA	FEUIX	0.00	0.97
	FIDADV GOLD I	FOWA	FGDIX	0.00	0.77
	FIDADV GR INC INST	AMQA	FGIOX	0.00	0.66
	FIDADV GR OPFR INST	AMSA	FAGCX	0.00	0.64
	FIDADV HI INC ADVTG I	BZTA	FAHCX	0.00	0.76
	FIDADV HI INC INST	EZJA	FGTMX	0.00	0.72
	FIDADV HLTH CARE I	FOYA	FHCIX	0.00	0.71
	FIDADV INDSTRLS I	FOZA	FCLIX	0.00	0.75
	FIDADV INTL CAP APP INST	AMWA	FCPIX	0.00	0.98
	FIDADV INTL DISC I	FMYA	FIADX	0.00	0.99
	FIDADV INTL GR INST	CKUA	FIIIX	0.00	1.02
	FIDADV INTL REALEST INST	AMYA	FIRIX	0.00	0.92
	FIDADV INTL SMCAP I	GVQA	FIXIX	0.00	1.02
	FIDADV INVMT GRD BD INST	AMZA	FGBPXX	0.00	0.49
	FIDADV JPN INST	ANCA	FJPIX	0.00	1.09
	FIDADV LEVR CO STK I	FAJA	FLVIX	0.00	0.78
	FIDADV LGCAP INST	ANEA	FALIX	0.00	0.65
	FIDADV MDCAP II I	FIMA	FIIMX	0.00	0.74
	FIDADV MEGCAP STK INST	CQRA	FTRIX	0.00	0.65
	FIDADV MRTG SEC I	FMSA	FMSCX	0.00	0.51
	FIDADV MTRLS I	DRVA	FMFEX	0.00	0.76
	FIDADV NEW INSGHTS I	BGXA	FINSX	0.00	0.45
	FIDADV NEW MKT INC I	EZIA	FGZMX	0.00	0.83
	FIDADV REALEST I	FHEA	FHEIX	0.00	0.86
	FIDADV REALEST INC INST	ERRA	FRIRX	0.00	0.71
	FIDADV SMCAP GR Z	ENMA	FIDGX	0.00	0.90
	FIDADV SMCAP I	ANGA	FSCIX	0.00	1.08
	FIDADV SMCAP VAL I	FMZA	FCVIX	0.00	0.99
	FIDADV ST BD I	DMBA	FBNIX	0.00	0.35
	FIDADV STK SEL SMCAP Z	FGNA	FSSZX	0.00	0.81
	FIDADV STKSEL ALL CAP INS	CBMA	FBRNX	0.00	0.70
	FIDADV STKSEL MDCAP INST	ANFA	FMCCX	0.00	0.74

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FIDADV STRAT DIVD INC A	BVJA	FASDX	0.00	0.97
	FIDADV STRAT DIVD INC INS	BVKA	FSIDX	0.00	0.72
	FIDADV STRAT INC I	FSRA	FSRIX	0.00	0.72
	FIDADV TELCOM I	FPBA	FTUIX	0.00	0.78
	FIDADV TTL BD INST	BVOA	FEPIX	0.00	0.50
	FIDADV UTIL I	FPCA	FUGIX	0.00	0.76
	FIDADV VAL INST	ANIA	FVIFX	0.00	0.88
	FIDADV VAL STRAT INST	ANJA	FASOX	0.00	0.89
	FMI INTL INST	EUHA	FMIYX	0.00	0.81
	FMI LGCAP INST	GJAA	FMIQX	0.00	0.70
	FNKLIN MUT US VAL ADV	ANMA	FBSAX	0.00	0.67
	FNKLN DYNATECH ADV	EUIA	FDYZX	0.00	0.57
	FNKLN GOLD PREC MTLN ADV	CRRA	FGADX	0.00	0.63
	FNKLN GR A	FKGA	FKGRX	0.00	0.80
	FNKLN GR ADV	BHCA	FCGAX	0.00	0.55
	FNKLN GR OPPR ADV	BHDA	FRAAX	0.00	0.65
	FNKLN INC ADV	BHEA	FRIAX	0.00	0.48
	FNKLN INTL GR ADV	FNEA	FNGZX	0.00	0.90
	FNKLN LOW DUR TTL RTN ADV	CXUA	FLDZX	0.00	0.70
	FNKLN REALEST SEC ADV	EPJA	FRLAX	0.00	0.86
	FNKLN RIS DIVD ADV	BHGA	FRDAX	0.00	0.59
	FNKLN SMCAP GR ADV	BHHA	FSSAX	0.00	0.78
	FNKLN SMCAP GR R6	EXMA	FSMLX	0.00	0.65
	FNKLN SMMD CAP GR ADV	ANOA	FSGAX	0.00	0.60
	FNKLN STRAT INC ADV	BHJA	FKSAX	0.00	0.69
	FNKLN TTL RTN ADV	CVNA	FBDAX	0.00	0.74
	FNKLN US GOVT SEC ADV	BHKA	FUSAX	0.00	0.62
	FNKLN UTIL SER ADV	ANPA	FRUAX	0.00	0.57
	FNKLNMSF MUT BECN Z	BKUA	BEGRX	0.00	0.77
	FNKLNMSF MUT GLBL DISC Z	AWDA	MDISX	0.00	0.95
	FNKLNMSF MUT INTL VAL Z	BKVA	MEURX	0.00	1.00
	FNKLNMSF MUT SHRS Z	AWGA	MUTHX	0.00	0.75
	FNKLN TMP CHINA WLD ADV	GJBA	TACWX	0.00	1.52
	FNKLN TMP DEVL MKT TR ADV	BBUA	TDADX	0.00	1.31

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FNKLNTMP FORGN ADV	BBVA	TFFAX	0.00	0.91
	FNKLNTMP GLBL BD ADV	CAUA	TGBAX	0.00	0.75
	FNKLNTMP GLBL BD R6	DUBA	FBNRX	0.00	0.61
	FNKLNTMP GLBL TTL RTN ADV	CNIA	TTRZX	0.00	0.94
	FNKLNTMP GR ADV	BBXA	TGADX	0.00	0.79
	FNKLNTMP WLD ADV	DLJA	TWDAX	0.00	0.81
	FPA CRSENT INST	BXGA	FPACX	0.00	1.08
	FPA INT VAL	BZVA	PPIVX	0.00	N/A
	FPA NEW INC	CVKA	FPNIX	0.00	0.59
	FROST GR EQ INST	BHLA	FICEX	0.00	0.63
	FROST LOW DUR BD INST	BHNA	FILDX	0.00	0.43
	FROST TTL RTN BD INST	BHOA	FIJEX	0.00	0.47
	FRSTEGLE GLBL INC BLDR R6	GUBA	FEBRX	0.00	0.87
	FRSTEGLE GLBL R6	EDIA	FEGRX	0.00	0.79
	FRSTEGLE GOLD R6	EDJA	FEURX	0.00	0.85
	FRSTEGLE OVRSEAS R6	GOJA	POLIX	0.00	0.96
	FRSTEGLE OVRSEAS R6	GUAA	FEORX	0.00	0.80
	FRSTEGLE US VAL R6	GUCA	FEVRX	0.00	0.83
	GABELLI EQ INC INST	BXHA	GCIEX	0.00	1.17
	GABELLI GOLD INST	CXXA	GLDIX	0.00	1.26
	GABELLI SMCAP GR INST	CXWA	GACIX	0.00	1.14
	GABELLI VAL 25 INST	BXIA	GVCIX	0.00	1.20
	GABELLITTON CONV SEC INST	FNFA	WESIX	0.00	1.37
	GABELLITTONWSTWD MTYMTS I	ECKA	WEIMX	0.00	1.16
	GABELLITTONWSTWDSMCPEQINS	BHPA	WWSIX	0.00	1.39
	GDMN ENHCD INC INST	GQZA	GEIIX	0.00	0.36
	GDMNSCS CAP GR INST	BHRA	GSPIX	0.00	0.78
	GDMNSCS COMDTY STRAT INST	GSBA	GCCIX	0.00	0.73
	GDMNSCS EMMKTEQINSGTS INS	EJGA	GERIX	0.00	1.14
	GDMNSCS EMRG MKT DB INST	CUAA	GSDIX	0.00	0.90
	GDMNSCS EMRG MKT EQ INST	FPIA	GEMIX	0.00	1.10
	GDMNSCS EQ INC INST	BHTA	GSIIX	0.00	0.81
	GDMNSCS GLBLCORFXDINC INS	GCXA	GSGLX	0.00	0.84
	GDMNSCS GOVT INC INST	BHSA	GSOIX	0.00	0.78

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	GDMNSCS GQGPTNRINTLOPPR R	GANA	GSIX	0.00	0.79
	GDMNSCS GR OPPI INST	BHUA	GGOIX	0.00	1.00
	GDMNSCS HI YLD INST	BHVA	GSHIX	0.00	0.78
	GDMNSCS INC BLDR INST	GSXA	GSBIX	0.00	0.63
	GDMNSCS INFL PRTCTSEC INS	GSPA	GSIPX	0.00	0.38
	GDMNSCS INSMCPINSIGHT INS	COOA	GICIX	0.00	0.91
	GDMNSCS INTLEQINSGHT INST	DSNA	GCIIX	0.00	0.85
	GDMNSCS INVMT GRD CR INST	GGDA	GSGDX	0.00	0.46
	GDMNSCS LGCAP VAL INST	BHWA	GSLIX	0.00	0.85
	GDMNSCS LGCAPVALINSGHTS R	EUKA	GCVUX	0.00	0.63
	GDMNSCS LGCPGR INSHT INST	GSTA	GCGIX	0.00	0.59
	GDMNSCS MDCAP VAL INST	GSMA	GSMCX	0.00	0.83
	GDMNSCS REALEST INST	BHXA	GREIX	0.00	1.20
	GDMNSCS RIS DIVD GR INST	CKVA	GSRLX	0.00	0.91
	GDMNSCS SHRT DUR GOVT INS	GUIA	GSTGX	0.00	0.55
	GDMNSCS SMCAP VAL INST	ANQA	GSSIX	0.00	0.99
	GDMNSCS SMCPEQINSGHTS INS	BHYA	GCSIX	0.00	0.92
	GDMNSCS SMCPRINSHTS INST	ERTA	GSIOX	0.00	1.02
	GDMNSCS SMCVALINSHTS INS	GITA	GSITX	0.00	0.89
	GDMNSCS SMMDCAP GR INST	BXJA	GSMYX	0.00	0.90
	GDMNSCS STRAT INC INST	CKXA	GSZIX	0.00	0.76
	GDMNSCS TECH OPPI INST	FMUA	GITIX	0.00	1.04
	GDMNSCS US EQ INSGHT INST	GIVA	GSELX	0.00	0.60
	GDMNSCS US MRTG INST	GSEA	GSUIX	0.00	0.52
	GDMNSCS US MRTG R6	GJCA	GGIUX	0.00	0.51
	GDMNSCSSATELLITESTRATINST	BRDA	GXSIX	0.00	1.35
	GLNMDEQUANUSLGPCCOREQ ADV	DYHA	GTLOX	0.00	0.84
	GLNMDEQUANUSLGCPGREQ INST	EFVA	GTILX	0.00	0.64
	GRNCENT EQ INST	GESA	GCEUX	0.00	0.95
	GUGHM FLOTNG RT STRAT INS	CKZA	GIFIX	0.00	0.89
	GUGHM HI YLD INST	BTAA	SHYIX	0.00	0.95
	GUGHM MGD FTR INST	BTDA	RYIFX	0.00	1.68
	GUGHM MULTHDGSTRAT INST	BTFA	RYIMX	0.00	1.68
	GUGHM SMCAP VAL INST	BTGA	SSUIX	0.00	3.24

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	GUGHM TTL RTN BD INST	DKKA	GIBIX	0.00	0.62
	GUGHM TTL RTN BD R6	GJDA	GIBRX	0.00	0.53
	GUGHM WLD EQ INC INST	BTEA	SEWIX	0.00	1.13
	GUIDSTN DEFN MKT STRAT IN	EWHA	GDMZX	0.00	0.96
	GUIDSTN EMRG MKT EQ INV	EWIA	GEMZX	0.00	1.41
	GUIDSTN EQ INDX INST	GJEA	GEQYX	0.00	0.12
	GUIDSTN EQ INDX INV	EWJA	GEQZX	0.00	0.39
	GUIDSTN GLBL BD - INV	EWKA	GGBFX	0.00	0.87
	GUIDSTN GR EQ INST	GJFA	GGEYX	0.00	0.67
	GUIDSTN INTL EQ INDX INST	GJHA	GIIYX	0.00	0.22
	GUIDSTN MED DUR BD INST	GJIA	GMDYX	0.00	0.40
	GUIDSTN MED DUR BD INV	EWMA	GMDZX	0.00	0.67
	GUIDSTN SMCAP EQ INST	GJOA	GSCYX	0.00	0.94
	GUIDSTN VAL EQ INST	GJPA	GVEYX	0.00	0.65
	GUIDSTN VAL EQ INV	EWNA	GVEZX	0.00	0.92
	HARBOR BD INST	HABA	HABDX	0.00	0.39
	HARBOR CAP APP INST	HACA	HACAX	0.00	0.72
	HARBOR DIVRSINTLALLCP INS	EULA	HAIDX	0.00	0.92
	HARBOR HI YLD BD INST	BIAA	HYFAX	0.00	N/A
	HARBOR INTL GR INST	HAXA	HAIGX	0.00	0.91
	HARBOR INTL INST	HAIA	HAINX	0.00	0.89
	HARBOR LGCAP VAL INST	BICA	HAVLX	0.00	0.72
	HARBOR MDCAP GR INST	HAMA	HAMGX	0.00	0.91
	HARBOR MDCAP VAL INST	BIDA	HAMVX	0.00	0.89
	HARTFORD BAL INC R5	ERUA	HBLTX	0.00	0.65
	HARTFORD CAP APP R6	GJRA	ITHVX	0.00	0.69
	HARTFORD DIVD GR R6	EXUA	HDGVX	0.00	0.63
	HARTFORD EQ INC R6	FMFA	HQIVX	0.00	0.64
	HARTFORD GR OPR R6	EXVA	HGOVX	0.00	0.74
	HARTFORD INTL EQ R6	EXXA	HDOVX	0.00	0.53
	HARTFORD INTL VAL R6	FHDA	HILUX	0.00	0.83
	HARTFORD MDCAP R6	EYMA	HFMVX	0.00	0.74
	HARTFORD MULTASSTINCGR R6	FHFA	ITTVX	0.00	0.63
	HARTFORD QULTY VAL R6	GCJA	HVOVX	0.00	0.55



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	HARTFORD SHRT DUR R5	EXZA	HSDTX	0.00	0.54
	HARTFORD SM CO R6	GCKA	IHSVX	0.00	0.87
	HARTFORD STRAT INC R5	FMMA	HSNTX	0.00	0.65
	HARTFORD TTL RTN BD R6	EYAA	ITBVX	0.00	0.32
	HEARTLAND MDCAP VAL INST	FHGA	HNMDX	0.00	1.04
	HEARTLAND VAL INST	HNTA	HNTVX	0.00	0.98
	HEARTLAND VAL PLS INST	BIFA	HNVIX	0.00	1.01
	HENESY FOCS INST	CUDA	HFCIX	0.00	1.13
	HENESY GAS UTIL INDX INV	CUEA	GASFX	0.00	1.00
	HOODRVER SMCAP GR INST	GOAA	HRSMX	0.00	1.09
	HRDNGLVNER EMRG MKTS ADV	DDIA	HLEMX	0.00	1.19
	HRDNGLVNER INTL EQ INST	DIKA	HLMIX	0.00	0.79
	HRDNGLVNERFRNTEMRMKTS INS	DDJA	HLFMX	0.00	1.60
	HRTFRD COR EQ R6	FYIA	HAITX	0.00	0.36
	HRTFRD SCHDRINTMLCPVL SDR	FYJA	SIDRX	0.00	0.75
	HRZN ACTIV ASST ALLOC INS	DYIA	HASIX	0.00	1.29
	HRZN ACTIV INC INST	DYJA	AIRIX	0.00	1.12
	HRZN ACTIV RSK ASST INST	DYKA	ACRIX	0.00	1.22
	HSSMAN STRAT TTL RTN	DMMA	HSTRX	0.00	0.78
	HW DIVRS VAL INST	BIHA	HWCIX	0.00	1.01
	HW LGCAP VAL INST	BIJA	HWLIX	0.00	0.97
	HW MDCAP VAL I	BIKA	HWMIX	0.00	1.01
	IMPAX ELLEVGLBWMNLDR INST	DGAA	PXWIX	0.00	0.52
	IMPAX GLBLENVIR MKT INST	PGNA	PGINX	0.00	0.91
	IMPAX HI YLD BD INST	GFC A	PXHIX	0.00	0.67
	IMPAX SMCAP INST	DGHA	PXSIX	0.00	0.91
	IMPAX SUSTNBL ALLOC INST	PAIA	PAXIX	0.00	0.65
	IMPAX US SUSTNBLECON INST	BYPA	PWGIX	0.00	0.63
	IMPAXINTLSUSTNBLECON INST	DGDA	PXNIX	0.00	0.47
	INVSCO AM FRNCHS Y	CEDA	VAFIX	0.00	0.70
	INVSCO AM VAL A	VMSA	MSAVX	0.00	N/A
	INVSCO ASIA PCFC GRY	BIMA	ASIYX	0.00	1.21
	INVSCO BAL RSK ALLOC Y	BVRA	ABRYX	0.00	1.17
	INVSCO CAP APP R6	GMYA	OPTIX	0.00	0.63

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	INVSCO CHARTER R5	BXKA	CHTVX	0.00	0.75
	INVSCO CMSTK SEL Y	CGRA	CGRYX	0.00	0.68
	INVSCO COMSTK R5	AOAA	ACSHX	0.00	0.50
	INVSCO CONV SEC Y	BIQA	CNSDX	0.00	0.69
	INVSCO COR PLS BD Y	DYLA	CPBYX	0.00	0.57
	INVSCO CORP BD R5	BOOA	ACCWX	0.00	0.42
	INVSCO DISC MDCAPGR R6	GHKA	OEGIX	0.00	0.67
	INVSCO DISC MDCAPGR Y	OEGA	OEGYX	0.00	0.79
	INVSCO DIVD INC A1	HBHA	IAUTX	0.00	0.93
	INVSCO DIVD INC Y	FZLA	IAUYX	0.00	0.69
	INVSCO DIVRS DIVD R5	BXMA	DDFIX	0.00	0.53
	INVSCO EMRG MKT ALLCAP R5	GTDA	GTDIX	0.00	1.08
	INVSCO ENRGY R5	BRFA	IENIX	0.00	0.98
	INVSCO EQ INC R5	AOCA	ACEKX	0.00	0.49
	INVSCO EQ INC Y	VATA	ACETX	0.00	0.54
	INVSCO EQ WGT S P 500 Y	BVSA	VADDX	0.00	0.28
	INVSCO EURO GR Y	ANTA	AEDYX	0.00	1.12
	INVSCO FDMNTLALTRNTV Y	BLIA	QOPYX	0.00	1.12
	INVSCO FLOTNG RT ESG R5	CLJA	AFRIX	0.00	0.80
	INVSCO GLBL A	PGZA	OPPAX	0.00	1.04
	INVSCO GLBL ALLOC Y	AYKA	QGRYX	0.00	1.13
	INVSCO GLBL COR EQ R5	AWSA	AWSIX	0.00	0.96
	INVSCO GLBL OPPTY Y	OGIA	OGIYX	0.00	0.87
	INVSCO GLBL REALEST R5	BXPA	IGREX	0.00	0.91
	INVSCO GLBL Y	OGLA	OGLYX	0.00	0.81
	INVSCO GLBLSTRAT INC Y	OSYA	OSIYX	0.00	0.88
	INVSCO GOLDSPECMNRLS Y	AYLA	OGMYX	0.00	0.81
	INVSCO GR INC R5	AOEA	ACGQX	0.00	0.48
	INVSCO GR INC Y	VMXA	ACGMX	0.00	0.53
	INVSCO HI YLD R5	AHIA	AHIYX	0.00	0.72
	INVSCO HLTH CARE Y	ANVA	GGHYX	0.00	0.79
	INVSCO INC ALLOC R5	ILAA	ILAAX	0.00	0.58
	INVSCO INC R5	AGOA	AGOIX	0.00	0.54
	INVSCO INTL BD Y	OIBA	OIBYX	0.00	0.86

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	INVSCO INTL COR EQ R5	IBVA	IBVIX	0.00	N/A
	INVSCO INTL DIVRS Y	BVZA	OIDYX	0.00	0.96
	INVSCO INTL GR R5	BXSA	AIEVX	0.00	1.02
	INVSCO MN ST MDCAP Y	POPA	OPMYX	0.00	0.82
	INVSCO MN ST SEL Y	BLHA	OMSYX	0.00	0.82
	INVSCO MN ST SMCAP Y	DNTA	OSCYX	0.00	0.86
	INVSCO MN ST Y	MGYA	MIGYX	0.00	0.57
	INVSCO MULTI-ASST INC Y	FZKA	PIYFX	0.00	0.66
	INVSCO NASDAQ 100 INDX R6	GJSA	IVNQX	0.00	1.71
	INVSCO OPP INTL GR Y	OIGA	OIGYX	0.00	0.83
	INVSCO QULTY INC Y	FZVA	VUSIX	0.00	0.61
	INVSCO REALEST A	AREA	IARAX	0.00	1.23
	INVSCO REALEST R6	EDKA	IARFX	0.00	0.78
	INVSCO RIS DIVD Y	BWBA	OYRDX	0.00	0.71
	INVSCO SEL RSK HI GR INV	OYAA	OYAIX	0.00	0.65
	INVSCO SHRTDURINFLPRTCT R	SHTA	ALMIX	0.00	0.34
	INVSCO SMCAP EQ R5	SMEA	SMEIX	0.00	0.87
	INVSCO SMCAP EQ R6	GJTA	SMEFX	0.00	0.80
	INVSCO SMCAP VAL A	VSAA	VSCAX	0.00	1.12
	INVSCO SMCAP VAL Y	HBDA	VSMIX	0.00	0.87
	INVSCO SNR FLOTNG RT Y	CIRA	OOSYX	0.00	0.80
	INVSCO ST BD R5	ISTA	ISTBX	0.00	0.41
	INVSCO STLPHTMLP INC Y	CLUA	MLPZX	0.00	4.66
	INVSCO STLPHTMLPALPH Y	CNSA	MLPOX	0.00	2.22
	INVSCO STLPHTMLPSL40 Y	CLYA	MLPTX	0.00	2.91
	INVSCO TECH INV	VSTA	FTCHX	0.00	0.91
	INVSCO VAL OPP A	HBBA	VVOAX	0.00	1.22
	INVSCOR COR BD Y	CVZA	OPBYX	0.00	0.55
	INVSCOSTLPMLPALPHPLS Y	CWBA	MLPNX	0.00	2.39
	IVY APOLLO STRAT INC I	DYOA	IIPOX	0.00	N/A
	IVY APOLLOMULASSTINC I	DYMA	IMAIX	0.00	1.05
	IVY ASST STRAT N	DYQA	IASTX	0.00	0.72
	IVY BAL N	DYRA	IBARX	0.00	0.70
	IVY COR EQ I	AOJA	ICIEX	0.00	0.79

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	IVY CRSOVR CR I	DYSA	ICKIX	0.00	1.27
	IVY EMRG MKT EQ I	APDA	IPOIX	0.00	1.08
	IVY GLBL BD I	AOOA	IVSIX	0.00	0.86
	IVY GLBL GR N	DZAA	ITGRX	0.00	0.91
	IVY HI INC N	DZCA	IHIFX	0.00	0.60
	IVY INTL COR EQ N	DZFA	IINCX	0.00	0.88
	IVY LGCAP GR N	DZGA	ILGRX	0.00	0.64
	IVY LTD TRM BD N	DZLA	ILMDX	0.00	N/A
	IVY MCKZIE INTL SMCAP I	DZDA	IVJIX	0.00	N/A
	IVY MDCAP GR N	DZOA	IGRFX	0.00	0.80
	IVY MDCAP INC OPFR I	DZPA	IVOIX	0.00	1.07
	IVY MGD INTL OPFR I	AOYA	IVTIX	0.00	1.04
	IVY NATRL RSRC N	DZRA	INRSX	0.00	1.05
	IVY PCT EMMKLCLCRNDBT I	DZSA	IECIX	0.00	1.73
	IVY PS MSCI ACWI INDX I	DZXA	IMWIX	0.00	N/A
	IVY PZENA INTL VAL N	DYUA	ICNGX	0.00	0.92
	IVY SCNC TECH N	EACA	ISTNX	0.00	0.81
	IVY SMCAP COR N	EDZA	ISPVX	0.00	0.94
	IVY SMCAP GR N	EADA	IRGFX	0.00	0.87
	IVY VAL N	EAEA	IVALX	0.00	0.72
	IVYPS INTRTHGHIYDIND I	DZWA	IIIRX	0.00	N/A
	IVYPS S&P500 BD INDX I	DZZA	IPRIX	0.00	N/A
	JAMES BAL GLDN RNBW INST	DKMA	GLRIX	0.00	0.96
	JENSN QULTY GR J	JNEA	JENSX	0.00	0.81
	JNHNCK BAL I	BIXA	SVBIX	0.00	0.74
	JNHNCK BD I	DPJA	JHBIX	0.00	0.46
	JNHNCK CLSC VAL R2	CDGA	JCVSX	0.00	1.29
	JNHNCK DSCPID VAL I	DPLA	JVLIX	0.00	0.76
	JNHNCK DSCPID VAL INTL I	DPNA	JDVIX	0.00	0.89
	JNHNCK DSCPLD VAL MDCAP R	FHKA	JVMRX	0.00	0.75
	JNHNCK FDMNTLLGCAP COR I	BIZA	JLVIX	0.00	0.77
	JNHNCK FLOTNG RT INC INST	CLKA	JFIIX	0.00	0.86
	JNHNCK HI YLD I	DOAA	JYHIX	0.00	0.66
	JNHNCK INC I	BJCA	JSTIX	0.00	0.51

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JNHNCK US GLBL LDRS GR I	BJDA	USLIX	0.00	0.89
	JNHNCK US QULTY GR I	DHUA	JSGIX	0.00	0.71
	JNSHNDRSN ABSRTNINCOPPR N	DDQA	JUCNX	0.00	1.30
	JNSHNDRSN BAL N	DDLA	JABNX	0.00	0.57
	JNSHNDRSN CONTRA I	CUFA	JCONX	0.00	0.83
	JNSHNDRSN CONTRA N	ENOA	JCNNX	0.00	0.73
	JNSHNDRSN DEVL WLD BD N	GJVA	HFARX	0.00	0.55
	JNSHNDRSN ENTRP I	APKA	JMGRX	0.00	0.76
	JNSHNDRSN ENTRP N	DDMA	JDMNX	0.00	0.66
	JNSHNDRSN FLEX BD N	DDNA	JDFNX	0.00	0.43
	JNSHNDRSN FRTY N	DDOA	JFRNX	0.00	0.57
	JNSHNDRSN FRTY T	DVOA	JACTX	0.00	0.81
	JNSHNDRSN GLBL LF SCNC I	CUGA	JFNIX	0.00	0.76
	JNSHNDRSN GLBL LF SCNC N	ENPA	JFNNX	0.00	0.67
	JNSHNDRSN GLBL REALEST N	GDOA	JERNX	0.00	0.93
	JNSHNDRSN GLBL RSRCH I	YJWA	JWWFX	0.00	0.68
	JNSHNDRSN GLBL RSRCH N	ENQA	JDWNX	0.00	0.62
	JNSHNDRSN GLBLTECH INNOV	DSQA	JATNX	0.00	0.67
	JNSHNDRSN GR INC I	APZA	JGINX	0.00	0.70
	JNSHNDRSN GR INC N	ENRA	JDNNX	0.00	0.63
	JNSHNDRSN HI YLD N	DILA	JHYNX	0.00	0.63
	JNSHNDRSN MDCAP VAL I	YJMA	JMVAX	0.00	0.60
	JNSHNDRSN MDCAP VAL S	YJVA	JMVIX	0.00	1.01
	JNSHNDRSN MULT SCTR INC N	EXOA	JMTNX	0.00	0.59
	JNSHNDRSN OVRSEAS N	DDRA	JDINX	0.00	0.81
	JNSHNDRSN RSRCH N	DDTA	JRANX	0.00	0.52
	JNSHNDRSN SMCAP VAL N	DGJA	JDSNX	0.00	0.60
	JNSHNDRSN TRITON N	DDUA	JGMNX	0.00	0.66
	JNSHNDRSN US MGD VLTLTY I	CXQA	JRSIX	0.00	0.72
	JNSHNDRSN US MGD VLTLTY N	DVPA	JRSNX	0.00	0.55
	JNSHNDRSN VNTR N	DDVA	JVTNX	0.00	0.67
	JOHCM EMRG MKT OPPR I	DQVA	JOEIX	0.00	1.11
	JOHCM INTL SEL I	DQWA	JOHIX	0.00	0.98
	JPM COR BD R6	AQFA	JCBUX	0.00	0.35

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JPM COR PLS BD I	FZXA	HLIPX	0.00	0.64
	JPM COR PLS BD R5	DSRA	JCPYX	0.00	0.49
	JPM COR PLS BD R6	AQHA	JCPUX	0.00	0.39
	JPM EMRG MKT EQ R6	EAHA	JEMWX	0.00	0.81
	JPM EQ INC R5	EAIA	OIERX	0.00	0.55
	JPM GOVT BD R6	EAJA	OGGYX	0.00	0.39
	JPM GR ADVTG R6	EAKA	JGVVX	0.00	0.64
	JPM HI YLD R6	AQMA	JHYUX	0.00	0.60
	JPM INTL EQ R6	EAMA	JNEMX	0.00	0.61
	JPM INTL VAL R5	DSZA	JPVRX	0.00	0.83
	JPM INTREPID GR R5	AQTA	JGIRX	0.00	0.50
	JPM INTREPID MDCAP R6	EANA	WOOSX	0.00	0.70
	JPM INTREPID VAL R5	AQWA	JIVRX	0.00	0.57
	JPM LGCAP GR R6	BUJA	JLGMX	0.00	0.51
	JPM LGCAP VAL R5	CEEA	JLVRX	0.00	0.61
	JPM LTD DUR BD R6	AQYA	JUSUX	0.00	0.31
	JPM MDCAP GR R5	EAPA	JMGFX	0.00	0.85
	JPM MDCAP VAL R6	EAQA	JMVYX	0.00	0.73
	JPM MRTG BCKD SEC R6	CFSA	JMBUX	0.00	0.37
	JPM SHRT DUR BD R6	ASWA	JSDUX	0.00	0.31
	JPM SMARTRET 2020 R6	EAUA	JTTYX	0.00	0.39
	JPM SMARTRET 2025 R6	EAVA	JNSYX	0.00	0.39
	JPM SMARTRET 2030 R6	EAWA	JSMYX	0.00	0.40
	JPM SMARTRET 2035 R6	EAXA	SRJYX	0.00	0.42
	JPM SMARTRET 2040 R6	EAYA	SMTYX	0.00	0.43
	JPM SMARTRET 2045 R6	EAZA	JSAYX	0.00	0.44
	JPM SMARTRET 2050 R6	EBAA	JTSYX	0.00	0.44
	JPM SMARTRET 2055 R6	EBBA	JFFYX	0.00	0.45
	JPM SMARTRET 2060 R6	EBDA	JAKYX	0.00	0.50
	JPM SMARTRET INC R6	EDYA	JSIYX	0.00	0.38
	JPM SMCAP EQ R5	CRTA	JSERX	0.00	0.84
	JPM SMCAP VAL R6	ATYA	JSVUX	0.00	0.76
	JPM STRAT INC OPR R5	AUNA	JSORX	0.00	0.69
	JPM TTL RTN R5	CRUA	JMTRX	0.00	0.60

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JPM UM BEHVAL FD R6	EGBA	UBVFX	0.00	0.85
	JPM US EQ R5	AUOA	JUSRX	0.00	0.57
	JPM US LGCAP COR PLS R5	AUPA	JCPRX	0.00	1.60
	JPM US SM CO R6	EGDA	JUSMX	0.00	0.72
	JPM VAL ADVTG R6	EBHA	JVAYX	0.00	0.64
	JPMORGAN USRSRCHENHCDEQ R	CXYA	JDEUX	0.00	0.34
	KNGHTSCBUS COR BD I	FBQA	KCCIX	0.00	0.66
	KNGHTSCBUS INTL EQ I	FBRA	KCIIX	0.00	1.16
	KNGHTSCBUS LGCAP GR I	FBSA	KCGIX	0.00	0.90
	KNGHTSCBUS LGCAP VAL I	FBTA	KCVIX	0.00	0.90
	KNGHTSCBUS LTD DUR I	FBUA	KCLIX	0.00	0.66
	KNGHTSCBUS SMCAP I	FBVA	KCSIX	0.00	1.05
	LAZARD GLBL LISTDINFR INS	COQA	GLIFX	0.00	0.97
	LAZARD INTL EQ INST	CORA	LZIEX	0.00	0.83
	LAZARD INTL EQ SEL INST	BJEA	LZSIX	0.00	0.96
	LAZARD INTL SMCAP EQ INST	BJFA	LZISX	0.00	1.72
	LAZARD INTL STRAT EQ INST	BJGA	LISIX	0.00	0.81
	LAZARD US SMMDCAP EQ INST	BJIA	LZSCX	0.00	1.05
	LAZARD US STRAT EQ INST	BJJA	LZUSX	0.00	0.81
	LEGGM BW GLBL OPBR BD INS	CAAA	GOBIX	0.00	0.67
	LEGGM CLRBRDG AGGR GR I	CABA	SAGYX	0.00	0.81
	LEGGM CLRBRDG APP I	SAPA	SAPYX	0.00	0.64
	LEGGM CLRBRDG DIVD STRAT	BJMA	SOPYX	0.00	0.74
	LEGGM CLRBRDG INTL GR I	LMXA	LMGNX	0.00	0.79
	LEGGM CLRBRDG INTL GR IS	GCMA	LMGPX	0.00	0.70
	LEGGM CLRBRDG INTL VAL I	COCA	SBIYX	0.00	0.97
	LEGGM CLRBRDG INTLSMCAP I	COBA	LCOIX	0.00	N/A
	LEGGM CLRBRDG LGCAP GR I	BJOA	SBLYX	0.00	0.73
	LEGGM CLRBRDG MDCAP COR I	BJPA	LSIRX	0.00	0.77
	LEGGM CLRBRDG MDCAP COR I	SBYA	SMBYX	0.00	0.87
	LEGGM CLRBRDG MDCAP GR I	CKLA	LBGIX	0.00	1.02
	LEGGM CLRBRDG SEL I	GCNA	LBFIX	0.00	1.12
	LEGGM CLRBRDG SMCAP GR I	LSPA	SBPYX	0.00	0.90
	LEGGM CLRBRDG SMCAP VAL I	LSMA	SMCYX	0.00	1.07

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	LEGGM CLRBRDG VAL TR I	LMNA	LMNVX	0.00	0.80
	LEGGM CLRBRDGINVLGCAPVAL	AIFA	SAIFX	0.00	0.62
	LEGGM CLRBRDGGSPCINVM T R	LMSA	LMNSX	0.00	0.85
	LEGGM QS INTL EQ INST	LGEA	LGIEX	0.00	0.99
	LEGGM WSTRAS COR BD I	WTXA	WATFX	0.00	0.54
	LEGGM WSTRAS CORPLSBD I	WAPA	WACPX	0.00	0.53
	LEGGM WSTRAS CORPLSBD IS	GAPA	WAPSX	0.00	0.42
	LEGGM WSTRAS GLBLHIYLDDBD	BJRA	SHYOX	0.00	N/A
	LEGGM WSTRAS HI YLD I	WAYA	WAHYX	0.00	0.81
	LEGGM WSTRAS INC I	BJTA	SDSYX	0.00	0.65
	LEGGM WSTRAS INFINDPLSBD	WIXA	WAIIX	0.00	0.56
	LEGGM WSTRAS MRTGTTLRTN I	LSGA	SGSYX	0.00	0.65
	LEGGM WSTRAS SHTDURHIINC	CNKA	SHIYX	0.00	0.73
	LEGGM WSTRAS ST BD IS	CBEA	LWSTX	0.00	0.42
	LEGGMWSTRAS EMRGMKTDB INS	CBAA	SEMDX	0.00	N/A
	LEGGMWSTRAS TLRTUNCNST INS	CEAA	WAARX	0.00	0.74
	LOOMIS BD INST	LSBA	LSBDX	0.00	0.69
	LOOMIS BD N	FHNA	LSBNX	0.00	0.61
	LOOMIS COR PLS BD Y	CVUA	NERYX	0.00	0.49
	LOOMIS GLBL ALLOC Y	DBHA	LSWWX	0.00	0.89
	LOOMIS GLBL BD INST	LBGA	LSGBX	0.00	0.75
	LOOMIS INFL PRTCT SEC I	GVPA	LSGSX	0.00	0.49
	LOOMIS LTDTRM GOVT AGENCY	CGJA	NELYX	0.00	0.48
	LOOMIS SMCAP VAL ADMN	LSAA	LSVAX	0.00	1.43
	LOOMIS SMCAP VAL N	FHOA	LSCNX	0.00	0.84
	LRDABT AFLTD R5	DDWA	LAFTX	0.00	0.47
	LRDABT ALPHA STRAT R5	DDXA	ALFTX	0.00	1.22
	LRDABT BD DBNTR R5	DDYA	LBNTX	0.00	0.58
	LRDABT CONV R5	DECA	LCFTX	0.00	0.87
	LRDABT COR FXD INC I	BJZA	LCRYX	0.00	0.37
	LRDABT COR FXD INC R5	DEDA	LCRTX	0.00	0.37
	LRDABT DEVL GR R6	FTXA	LADVX	0.00	0.59
	LRDABT DIVD GR R5	DDZA	LAMTX	0.00	0.67
	LRDABT DIVD GR R6	GJWA	LAMHX	0.00	0.60



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	LRDABT EMRG MKT BD R5	DEJA	LDMTX	0.00	0.75
	LRDABT EMRG MKT CORP DB R	DEIA	LCDTX	0.00	1.24
	LRDABT FDMNTL EQ R5	DEOA	LAVTX	0.00	0.71
	LRDABT FLOTNG RT R5	DENA	LRRTX	0.00	0.60
	LRDABT GR LDRS R5	DEPA	LGLUX	0.00	0.66
	LRDABT GR OPFR R5	DEQA	LGOTX	0.00	0.84
	LRDABT HI YLD R5	DERA	LHYTX	0.00	0.70
	LRDABT INC R5	DESA	LAUTX	0.00	0.55
	LRDABT INFL FOCS R5	DEUA	LIFTX	0.00	0.47
	LRDABT INTL OPFR R5	DEVA	LINTX	0.00	1.01
	LRDABT MDCAP STK R5	DEWA	LMCTX	0.00	0.76
	LRDABT MULT ASST INC R5	DFBA	LIXTX	0.00	0.86
	LRDABT MULTASST BALOPFR R	DEXA	BLATX	0.00	0.93
	LRDABT SHRT DUR INC R5	DFDA	LDLTX	0.00	0.38
	LRDABT SMCAP VAL R5	DFHA	LRSTX	0.00	0.98
	LRDABT TTL RTN R5	DFJA	LTRTX	0.00	0.45
	LRDABT VAL OPFR R5	DFKA	LVOTX	0.00	0.91
	LSV SMCAP VAL INST	EBJA	LSVQX	0.00	0.83
	LSV VAL EQ INST	EBKA	LSVEX	0.00	0.66
	LUTHLD COR INVMT RTL	CJMA	LCORX	0.00	1.38
	M&P GR INV	GAWA	MPGFX	0.00	0.61
	MASSMUT SEL BLUE CHIP GR	EJSA	MBCZX	0.00	0.64
	MEEDER MRFLD INSTL	DQEA	FLMIX	0.00	1.03
	MEEDER MRFLD	FLMA	FLMFX	0.00	1.28
	MEEDER QNTX INSTL	DQFA	QNTIX	0.00	1.45
	MEEDER QNTX	FLGA	FLCGX	0.00	1.65
	METWEST ALPHA TRAK 500	MWAA	MWATX	0.00	0.72
	METWEST HI YLD BD I	MWHA	MWHIX	0.00	0.61
	METWEST INTMD BD I	MWIA	MWIIX	0.00	0.47
	METWEST LOW DUR BD I	MWLA	MWLIX	0.00	0.41
	METWEST TTL RTN BD I	MWTA	MWTIX	0.00	0.44
	METWEST TTL RTN BD M	DQIA	MWTRX	0.00	0.65
	METWEST ULTRA SHRT BD I	MWUA	MWUIX	0.00	0.49
	MFS AGGR GR ALLOC R4	FPOA	MAALX	0.00	0.76

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	MFS BLND RSRCH COR EQ R4	MUEA	MUEUX	0.00	0.56
	MFS CNSRV ALLOC R4	FPPA	MACJX	0.00	0.58
	MFS COR EQ R4	AUYA	MRGJX	0.00	0.67
	MFS CORP BD R6	FHQA	MFBKX	0.00	0.42
	MFS DIVRS INC R4	AUZA	DIFGX	0.00	0.69
	MFS EMRG MKT DB R4	BVWA	MEDGX	0.00	0.81
	MFS GLBL EQ R6	FHRA	MWEMX	0.00	0.82
	MFS GLBL GR R4	AVCA	MWOJX	0.00	1.08
	MFS GLBL HI YLD R4	MHOA	MHOUX	0.00	0.92
	MFS GLBL OPFR BD R6	GUJA	MGBOX	0.00	0.61
	MFS GLBL TTL RTN R4	AVHA	MFWJX	0.00	0.93
	MFS GR ALLOC R4	FPQA	MAGJX	0.00	0.70
	MFS GR R4	AVIA	MFEJX	0.00	0.60
	MFS INC R6	FYMA	MFIWX	0.00	0.60
	MFS INTL DIVRS R6	FHSA	MDIZX	0.00	0.73
	MFS INTL GR R6	EXPA	MGRDX	0.00	0.71
	MFS INTL INTRINSIC VAL R6	FHTA	MINJX	0.00	0.62
	MFS LFTM 2065 R6	GXAA	LFTNX	0.00	13.00
	MFS MASS INV GR STK R6	EBLA	MIGNX	0.00	0.37
	MFS MASS INV TR R4	MTDA	MITDX	0.00	0.45
	MFS MDCAP GR R6	DTJA	OTCKX	0.00	0.67
	MFS MDCAP VAL R6	DJJA	MVCKX	0.00	0.63
	MFS MOD ALLOC R4	FPSA	MAMJX	0.00	0.65
	MFS NEW DISC R6	FHVA	MNDKX	0.00	0.89
	MFS RSRCH INTL R6	FHWA	MRSKX	0.00	0.65
	MFS RSRCH R4	MFRA	MFRJX	0.00	0.54
	MFS TTL RTN BD R6	EYXA	MRBKX	0.00	0.42
	MFS TTL RTN R4	MSFA	MSFJX	0.00	0.47
	MFS UTIL R4	MMUA	MMUJX	0.00	0.76
	MFS VAL R6	DJKA	MEIKX	0.00	0.44
	MILLER OPFR TR INST	LNOA	LMNOX	0.00	1.27
	MNNPR DSCPLD VAL SER I	CDSA	MNDFX	0.00	0.52
	MNNPR OVRSEAS SER I	CDTA	EXOSX	0.00	0.75
	MNNPR RNIER INTL DISC Z	EUNA	RAIRX	0.00	1.02

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	MNNPR UNCONSTRND BD SER I	DKPA	MNCPX	0.00	0.48
	MNNPR UNCONSTRND BD SER S	CDRA	EXCPX	0.00	0.73
	MNSTY CNDRIAM EMRGMKTDB I	BKJA	MGHIX	0.00	1.12
	MNSTY EPCH INTL CHOICE I	BKLA	ICEUX	0.00	0.98
	MNSTY EPOCH GLBL EQ YLD I	BKIA	EPSYX	0.00	0.91
	MNSTY EPOCH US EQ YLD I	DVQA	EPLCX	0.00	0.80
	MNSTY INC BLDR I	DTHA	MTOIX	0.00	0.77
	MNSTY MCKAY HIYLDCORPBD I	DTFA	MHYIX	0.00	0.70
	MNSTY MCKAY HIYLDCORPBD R6	GVOA	MHYSX	0.00	0.57
	MNSTY MCKAY TTL RTN BD I	CUKA	MTMIX	0.00	0.56
	MNSTY MCKAY UNCSTRNDBD I	CULA	MSDIX	0.00	0.78
	MNSTY MKTFLD I	CGSA	MFLDX	0.00	2.25
	MNSTY WNSLOW LGCAP GR I	BKNA	MLAIX	0.00	0.71
	MNSTY WNSLOW LGCAP GR R2	MLTA	MLRTX	0.00	1.06
	MRLY STBL VAL 25 I	GMTA	N/A	0.00	0.25
	MS INSIGHT I	FHXA	CPODX	0.00	0.90
	MSIF ADTVG I	GEWA	MPAIX	0.00	0.97
	MSIF ASIA OPFR I	GEYA	MSAQX	0.00	1.17
	MSIF DEVL OPFR I	GEWA	MDOEX	0.00	1.45
	MSIF DISC I	MCGA	MPEGX	0.00	0.77
	MSIF EMRG MKT EQ I	CITA	MGEMX	0.00	1.07
	MSIF GLBL FXD INC OPFR I	CIZA	DINDX	0.00	0.56
	MSIF GLBL OPFR I	DCOA	MGGIX	0.00	0.95
	MSIF INCPTN I	CIUA	MSSGX	0.00	1.41
	MSIF INST GLBL STRAT I	CIWA	MPBAX	0.00	0.84
	MSIF INST GR I	CIXA	MSEQX	0.00	0.64
	MSIF INST INTL EQ I	CIYA	MSIQX	0.00	1.03
	MSIF INTL ADVTG I	GCOA	MFAIX	0.00	1.01
	MSIF INTL OPFR I	GFAA	MIOIX	0.00	1.11
	NATIXIS GATEWAY A	GATA	GATEX	0.00	0.96
	NATIXIS GATEWAY Y	BHQA	GTEYX	0.00	0.71
	NATIXIS LOOMIS STRAT INC	BJUA	NEZYX	0.00	0.73
	NATIXIS LOOMISINVTGRDBD	LSIA	LSIIX	0.00	0.55
	NCHLS LTD EDTN N	NNLA	NNLEX	0.00	0.89

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NEUBER ABSRTN MULTMGR INS	CIMA	NABIX	0.00	2.98
	NEUBER COR BD INST	AWJA	NCRLX	0.00	0.43
	NEUBER EMRG MKT EQ INST	AWKA	NEMIX	0.00	1.23
	NEUBER EQ INC INST	AWLA	NBHIX	0.00	0.71
	NEUBER GENESIS INST	NBBA	NBGIX	0.00	0.84
	NEUBER GENESIS R6	FIYA	NRGSX	0.00	0.74
	NEUBER HI INC A	NHIA	NHIAX	0.00	1.13
	NEUBER HI INC BD INST	AWOA	NHILX	0.00	0.71
	NEUBER INTL EQ INST	CZSA	NBIX	0.00	1.00
	NEUBER INTL EQ R6	DTPA	NRIQX	0.00	0.90
	NEUBER INTL SEL INST	AWQA	NILIX	0.00	1.00
	NEUBER INTRINSIC VAL INST	BRVA	NINLX	0.00	1.01
	NEUBER LGCAP GR INST	AWNA	NGDLX	0.00	0.68
	NEUBER LGCP VAL INST	AWUA	NBPIX	0.00	0.61
	NEUBER LNG SHRT INST	CIPA	NLSIX	0.00	1.69
	NEUBER MDCAP GR A	NXGA	NMGAX	0.00	1.06
	NEUBER MDCAP GR INST	AWTA	NBMLX	0.00	0.70
	NEUBER MDCAPINTRINVAL INS	AWWA	NBRTX	0.00	1.28
	NEUBER MULTCAP OPPI INST	BRYA	NMULX	0.00	0.82
	NEUBER REALEST INST	BRZA	NBRIX	0.00	1.01
	NEUBER SHRT DUR BD INST	AWZA	NSHLX	0.00	0.60
	NEUBER SMCAP GR A	NXCA	NSNAX	0.00	1.53
	NEUBER SMCAP GR INST	FDMA	NBSMX	0.00	1.13
	NEUBER STRAT INC INST	AXNA	NSTLX	0.00	0.61
	NEUBER STRAT INC R6	DTQA	NRSIX	0.00	0.51
	NEUBER SUSTNBL EQ INST	AXDA	NBSLX	0.00	0.68
	NRTHSQR MULT STRAT I	AZKA	PORYX	0.00	1.36
	NRTHSQR OAKRIDGE SMCAPGR	AZLA	ORIYX	0.00	0.97
	NRTHSTR DIVD I	DQLA	NSDVX	0.00	1.46
	NUVN DIVD VAL I	AXOA	FAQIX	0.00	0.75
	NUVN GLBL INFR R6	EBOA	FGIWX	0.00	1.02
	NUVN HI YLD INC I	CFCA	NCOIX	0.00	0.80
	NUVN INTL GR I	CSAA	NBQIX	0.00	N/A
	NUVN MDCAP GR OPPI I	BKXA	FISGX	0.00	0.98

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NUVN MDCAP VAL I	AXUA	FSEIX	0.00	0.96
	NUVN NWQ FLEX INC R6	EGPA	NQWFX	0.00	0.71
	NUVN NWQ SMCAP VAL I	CSBA	NSCRX	0.00	1.08
	NUVN PRFRD SEC INC I	FJCA	NPSRX	0.00	0.74
	NUVN REALASST INC R6	EGQA	NRIFX	0.00	0.82
	NUVN REALEST SEC A	FEEA	FREAX	0.00	1.30
	NUVN REALEST SEC R6	EGRA	FREGX	0.00	0.93
	NUVN SB DIVD GR R6	GPOA	NSBFX	0.00	0.61
	NUVN SMCAP SEL I	BKYA	ARSTX	0.00	1.15
	NUVN SMCAP VAL I	EBPA	FSCCX	0.00	1.00
	NUVN STRAT INC I	AXYA	FCBYX	0.00	0.68
	NW AMUNDI GLBL HI YLD R6	DFUA	NWXKX	0.00	0.89
	NW AMUNDI STRAT INC R6	DFZA	NWXGX	0.00	0.73
	NW BAILARD COGN VAL R6	CGUA	NWHGX	0.00	0.97
	NW BAILARD INT EQ R6	CGXA	NWHMX	0.00	0.91
	NW BAILARDTCHSCNC R6	CHAA	NWHTX	0.00	0.91
	NW BD INDX R6	NBXA	GBXIX	0.00	0.30
	NW BD INST SVC	NBZA	MUIBX	0.00	0.60
	NW BD R6	DTLA	NWIBX	0.00	0.52
	NW BNYMEL CORPLSBD ESG R6	CEXA	NWCIX	0.00	0.50
	NW BNYMEL DYNMCUSEQINC R6	FYRA	NWANX	0.00	0.71
	NW DEST 2025 R6	NWOA	NWHIX	0.00	0.42
	NW DEST 2030 R6	NWPA	NWIIX	0.00	0.41
	NW DEST 2035 R6	NWQA	NWLIX	0.00	0.40
	NW DEST 2040 R6	NWRA	NWMHX	0.00	0.39
	NW DEST 2045 R6	NWSA	NWNIX	0.00	0.39
	NW DEST 2050 R6	NWTA	NWOIX	0.00	0.38
	NW DEST 2055 R6	VBXA	NTDIX	0.00	0.38
	NW DEST 2060 R6	CVYA	NWWUX	0.00	0.38
	NW DEST 2065 R6	FYPA	NWASX	0.00	0.38
	NW DEST RTRMT R6	NWMA	NWEIX	0.00	0.42
	NW DMNDHLL LGCAP CNCTRD R	CHNA	NWGJX	0.00	N/A
	NW EMRG MKT DB R6	DKRA	NWXCX	0.00	N/A
	NW FD INST SVC	NFZA	MUIFX	0.00	0.68

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NW GENEVA MDCAP GR R6	CHDA	NWKAX	0.00	0.78
	NW GENEVA MDCAPGR INST SV	CBZA	NWHYX	0.00	0.90
	NW GENEVA SMCAP GR R6	CHFA	NWKCX	0.00	0.84
	NW GENEVA SMCAPGR INST SV	CCAA	NWKDX	0.00	0.95
	NW GLBL SUSTNBL EQ R6	CCBA	GGEIX	0.00	1.14
	NW GOV MNY MKT R6	GMZA	GMIXX	0.00	0.44
	NW GQG US QULTY EQ R6	GNBA	NWAVX	0.00	0.76
	NW INFL PRTCT SEC INST SV	EHRA	NWXNX	0.00	0.51
	NW INFL PRTCT SEC R6	EGHA	NIFIX	0.00	0.36
	NW INTL INDX R6	NIXA	GIXIX	0.00	0.33
	NW INTL SMCAP R6	DTOA	NWXUX	0.00	1.03
	NW INV DEST AGGR R6	GIAA	GAIDX	0.00	0.50
	NW INV DEST CNSRV R6	GICA	GIMCX	0.00	0.50
	NW INV DEST MOD AGGR R6	GIMA	GMIAX	0.00	0.50
	NW INV DEST MOD CNSRV R6	GIDA	GMIMX	0.00	0.51
	NW INV DEST MOD R6	GMFA	GMDIX	0.00	0.50
	NW JNSHNDRSN OVRSEAS R6	FICA	NWAHX	0.00	0.83
	NW LOOMIS ALLCAP GR R6	EBNA	NWZMX	0.00	0.88
	NW LOOMIS COR BD R6	CHKA	NWJIX	0.00	0.48
	NW LOOMIS ST BD R6	CHUA	NWJUX	0.00	0.50
	NW MDCAP MKT INDX R6	NCXA	GMXIX	0.00	0.28
	NW MEL DYNMC US COR R6	NGZA	MUIGX	0.00	0.53
	NW NYSE ARCTCH100INDX R6	CIJA	NWJEX	0.00	0.31
	NW S P 500 INDX R6	NSXA	GRMIX	0.00	0.20
	NW SMCAP INDX R6	NSMA	GMRIX	0.00	0.35
	NW US SMCAP VAL R6	NUIA	NWUIX	0.00	N/A
	NW WCM FOCS SMCAP R6	CHXA	NWKEX	0.00	0.88
	OBERWS CHINA OPFR	GPNA	OBCHX	0.00	2.05
	OKMRK EQ INC I	BLAA	OAKBX	0.00	0.83
	OKMRK FD I	AXZA	OAKMX	0.00	0.89
	OKMRK GLBL I	BLBA	OAKGX	0.00	1.11
	OKMRK INTL I	OKKA	OAKIX	0.00	1.04
	OKMRK INTL SMCAP INST	FJDA	OANEX	0.00	1.09
	OKMRK SEL I	KOAA	OAKLX	0.00	0.98

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PACFC SMMDCAP I2	GCPA	AIHHX	0.00	0.90
	PARNASSUS COR EQ INST	ILXA	PRILX	0.00	0.62
	PARNASSUS MDCAP GR	PNXA	PARNX	0.00	0.80
	PARNASSUS MDCAP INST	DTTA	PFPMX	0.00	0.76
	PARNASSUS MDCAP	IRMA	PARMX	0.00	0.97
	PARNASSUS VAL EQ INST	DTSA	PFPWX	0.00	0.72
	PARNASSUS VAL EQ INV	PWXA	PARWX	0.00	0.92
	PAYDEN COR BD	PYCA	PYCBX	0.00	0.52
	PAYDEN EMRG MKT BD	BLKA	PYEMX	0.00	0.73
	PAYDEN GLBL FXD INC	PYGA	PYGFX	0.00	0.70
	PAYDEN GLBL LOW DUR BD	PYSA	PYGSX	0.00	0.82
	PAYDEN GNMA	PYAA	PYGNX	0.00	0.70
	PAYDEN LOW DUR BD	PYBA	PYSBX	0.00	0.53
	PAYDEN LTD MAT	PYLA	PYLMX	0.00	0.52
	PAYDEN US GOVT	PYUA	PYUSX	0.00	0.82
	PEARTRE PLRFRGVALSMCP INS	EBSA	QUSIX	0.00	1.26
	PERMANENT PORTFOLIO	BUNA	PRPFX	0.00	0.81
	PGIM FLOTNG RT INC R6	ERVA	PFRIX	0.00	0.76
	PGIM GLBL REALEST R6	ERXA	PGRQX	0.00	0.79
	PGIM HI YLD R6	ESBA	PHYQX	0.00	0.38
	PGIM HI YLD Z	PHZA	PHYZX	0.00	0.51
	PGIM JNISN FOCS GR R6	ESFA	PSGQX	0.00	0.71
	PGIM JNISN GR R6	ESJA	PJFQX	0.00	0.58
	PGIM JNISN HLTH SCNC A	PHLA	PHLAX	0.00	1.14
	PGIM JNISN INTL OPFR Z	GFDA	PWJZX	0.00	0.96
	PGIM JNISN NATRL RSRC R6	ESLA	PJNQX	0.00	0.81
	PGIM JNISN SM CO Z	BABA	PSCZX	0.00	0.82
	PGIM JNISN UTIL R6	ESNA	PRUQX	0.00	0.46
	PGIM QMA MDCAP VAL R6	ESOA	PMVQX	0.00	0.85
	PGIM QMA SMCAP VAL R6	EGUA	TSVQX	0.00	0.67
	PGIM QMA STK INDX R6	ESRA	PQSIX	0.00	0.21
	PGIM SEL REALEST R6	GUHA	SREQX	0.00	0.89
	PGIM ST COR BD R6	ESUA	PSTQX	0.00	0.40
	PGIM STRAT BD R6	GUKA	PUCQX	0.00	0.67

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PGIM TTL RTN BD R6	DTVA	PTRQX	0.00	0.40
	PIMCO ALL ASST INST	AYPA	PAAIX	0.00	0.99
	PIMCO ALLASSTALLATHRITYIN	AYOA	PAUIX	0.00	1.60
	PIMCO DIVRS INC INST	CCCA	PDIIIX	0.00	0.75
	PIMCO DYNMC BD INST	AYTA	PFIUX	0.00	0.81
	PIMCO EMRGMKTLCLCRNBD INS	PELA	PELIX	0.00	1.22
	PIMCO FDMNTLADVTGPLUS INS	BLLA	PFATX	0.00	0.90
	PIMCO FORGN UNHDG INST	CSFA	PFUIX	0.00	0.51
	PIMCO GLBBDOPPUSDLHDG INS	GOIA	PGBIX	0.00	0.56
	PIMCO GLBL MULT ASST INST	AYRA	PGAIX	0.00	1.10
	PIMCO GLBLDOPPRUNHDG INS	COWA	PIGLX	0.00	N/A
	PIMCO GNMA GOVT SEC INST	AYSA	PDMIX	0.00	0.52
	PIMCO HI YLD INST	PHIA	PHIYX	0.00	0.56
	PIMCO HI YLD SPCTRM INST	CMDA	PHSIX	0.00	0.61
	PIMCO INC INST	CCDA	PIMIX	0.00	0.51
	PIMCO INFLRSPNSMLTAST INS	GNEA	PIRMX	0.00	0.88
	PIMCO INTL BDUSDLRHDGINST	BPPA	PFORX	0.00	0.51
	PIMCO INVMT GRD CR BD INS	CCEA	PIGIX	0.00	0.51
	PIMCO LNGDUR TTLRTN INST	BLMA	PLRIX	0.00	0.53
	PIMCO LOW DUR ESG INST	PDLA	PLDIX	0.00	0.50
	PIMCO LOW DUR INC INST	EVCA	PFIIX	0.00	0.50
	PIMCO LOW DUR INST	PTLA	PTLDX	0.00	0.46
	PIMCO LT CR BD INST	CMEA	PTCIX	0.00	0.57
	PIMCO LT US GOV INST	CSGA	PGOVX	0.00	0.48
	PIMCO RAE GLB EX US INST	EVDA	PZRIX	0.00	1.13
	PIMCO RAE INTL INST	EVEA	PPYIX	0.00	0.52
	PIMCO RAE PLUS INST	CMBA	PXTIX	0.00	0.80
	PIMCO RAEWWLNGSHRTPLS INS	FNKA	PWLIX	0.00	1.20
	PIMCO REAL RTN INST	PRIA	PRRIX	0.00	0.47
	PIMCO RLESTRLRRTNSTRAT INS	CFGGA	PRRSX	0.00	0.79
	PIMCO ST INST	CMHA	PTSHX	0.00	0.45
	PIMCO STK PLUS SM INST	PXSA	PSCSX	0.00	0.70
	PIMCO STKPLSINTDLRHDG INS	CDUA	PISIX	0.00	0.76
	PIMCO STKPLUS LG DUR INST	ENWA	PSLDX	0.00	0.61



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PIMCO STKPLUS TTL RTN INS	CDVA	PSPTX	0.00	0.65
	PIMCO STKPLUSARSHRTSTRINS	BLNA	PSTIX	0.00	0.64
	PIMCO TTL RTN INST	PTTA	PTTRX	0.00	0.46
	PIMCOCOMDYREALRTNSTRATINS	PCRA	PCRIX	0.00	0.88
	PIONR BAL ESG Y	AYBA	AYBLX	0.00	0.75
	PIONR BD Y	AYUA	PICYX	0.00	0.44
	PIONR DSCPLD VAL Y	AYVA	CVFYX	0.00	0.60
	PIONR EQ INC Y	AYXA	PYEQX	0.00	0.78
	PIONR FDMNTL GR K	DTUA	PFKX	0.00	0.66
	PIONR FDMNTL GR Y	AYYA	FUNYX	0.00	0.76
	PIONR FLEX OPR Y	CAKA	PMYRX	0.00	1.03
	PIONR GBL EQ Y	AYZA	PGSYX	0.00	0.92
	PIONR GBL HI YLD Y	AZIA	GHYYX	0.00	1.00
	PIONR HI YLD Y	AZJA	TYHYX	0.00	0.91
	PIONR SEL MDCAP GR Y	PGRA	GROYX	0.00	0.78
	PIONR ST INC Y	PSTA	PSHYX	0.00	0.57
	PIONR STRAT INC Y	AZMA	STRYX	0.00	0.71
	POLEN GBL GR INST	GUFA	PGIIX	0.00	0.99
	PORT 21 GBL EQ FD INST	ORIA	PORIX	0.00	1.01
	PRAXIS INTL INDX A	EXRA	MPLAX	0.00	1.24
	PRFRMNCTR STRAT BD	EXQA	PTIAX	0.00	0.75
	PRIMECAP ODYSY GR	CYYA	POGRX	0.00	0.66
	PRIMECAP ODYSY STK	DJLA	POSKX	0.00	0.66
	PRNCPL BLUE CHIP INST	FQJA	PBCKX	0.00	0.69
	PRNCPL CAP APP INST	PWCA	PWCIX	0.00	0.46
	PRNCPL COR FXD INC INST	AZVA	PIOIX	0.00	0.51
	PRNCPL DIVRS INTL INST	BLRA	PIIIX	0.00	0.91
	PRNCPL DIVRS INTL R6	GVFA	PDIFX	0.00	0.78
	PRNCPL DIVRS REALASST INS	CYFA	PDRDX	0.00	0.87
	PRNCPL EQ INC I INST	PEXA	PEIIX	0.00	0.54
	PRNCPL GBL DIVRS INC INS	CYZA	PGDIX	0.00	0.76
	PRNCPL GBL REALEST INST	CZAA	POSIX	0.00	0.99
	PRNCPL GBL REALEST R6	GAYA	PGRSX	0.00	0.88
	PRNCPL GOVTHIQULTY BD INS	CZBA	PMRIX	0.00	0.53

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PRNCPL HI YLD INST	PYTA	PHYTX	0.00	0.63
	PRNCPL INFL PRTCT INST	PIPA	PIPIX	0.00	0.39
	PRNCPL INT EMRG MKT INST	CALA	PIEIX	0.00	1.26
	PRNCPL LGCPSP500INDX INST	PFAA	PLFIX	0.00	0.16
	PRNCPL MDCAP GR INST	PWGA	PGWIX	0.00	0.78
	PRNCPL MDCAP VAL I INST	FECA	PVMIX	0.00	0.76
	PRNCPL MDCPSP400INDX INST	PMPA	MPSIX	0.00	0.23
	PRNCPL REALEST SEC INST	DKSA	PIREX	0.00	0.90
	PRNCPL REALEST SEC R6	GFEA	PFRSX	0.00	0.80
	PRNCPL SMCAP GR I INST	CZCA	PGRTX	0.00	0.98
	PRNCPL SMCAP INST	PRSA	PSLIX	0.00	0.86
	PRNCPL SMCAP VAL II INST	CZDA	PPVIX	0.00	1.09
	PRNCPL SMCP SP600INDXINST	PXIA	PSSIX	0.00	0.24
	PRNCPL SPCTMPFDCPSCIN INS	AZWA	PPSIX	0.00	0.79
	PRNCPL ST INC INST	PHXA	PSHIX	0.00	0.41
	PTNM CONV SEC Y	BAEA	PCGYX	0.00	0.78
	PTNM COR EQ Y	ERHA	PMYYX	0.00	0.71
	PTNM DIVRS INC TR Y	BAFA	PDVYX	0.00	0.76
	PTNM DYNMC ASSTALLOC GR Y	ESWA	PAGYX	0.00	0.78
	PTNM DYNMC ASSTALLOCBAL R	FJGA	PAAEX	0.00	0.61
	PTNM EQ INC Y	BAGA	PEIYX	0.00	0.64
	PTNM FOCS EQ Y	FXMA	PGILX	0.00	0.88
	PTNM GLBL INC Y	DGQA	PGGYX	0.00	1.00
	PTNM GR OPR R6	GHLA	PGOEX	0.00	0.58
	PTNM INC Y	CFHA	PNCYX	0.00	0.60
	PTNM INTL CAP OPR Y	BAJA	PIVYX	0.00	1.25
	PTNM INTL EQ Y	BLWA	POVYX	0.00	1.00
	PTNM LGCAP GR Y	BAIA	PGOYX	0.00	0.67
	PTNM MULTASSTABS RTN Y	CCFA	PDMYX	0.00	N/A
	PTNM SMCAP GR Y	BANA	PSYGX	0.00	0.98
	PTNM SMCAP VAL Y	CSJA	PYSVX	0.00	0.90
	PTNM SUSTNBL FTR Y	BAMA	PMVYX	0.00	0.75
	PTNM SUSTNBL LDRS Y	BALA	PNOYX	0.00	0.74
	PTNM ULTRA SHRT DUR INC Y	ESXA	PSDYX	0.00	0.36

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	QUANT GOLDBULIONSTRAT INV	DNSA	QGLDX	0.00	1.39
	ROYCE INTL PRMR INST	GFFA	RIPIX	0.00	1.19
	ROYCE MICRO CAP INVMT	CCKA	RYOTX	0.00	1.24
	ROYCE OPRR INVMT	CAPA	RYPNX	0.00	1.23
	ROYCE PENN MUT INVMT	BWFA	PENNX	0.00	0.96
	ROYCE PRMR SVC	DQXA	RPFFX	0.00	1.59
	ROYCE SPEC EQ INVMT	RXEA	RYSEX	0.00	1.21
	ROYCE TTL RTN INVMT	CAQA	RYTRX	0.00	1.26
	ROYCE VAL INVMT	CARA	RVVHX	0.00	1.35
	ROYCE VAL PLS INVMT	CATA	RVPHX	0.00	1.26
	RSSLL EMRG MKT S	BPVA	REMSX	0.00	1.52
	RSSLL EQ INC S	BQAA	RLISX	0.00	0.92
	RSSLL GBL REALEST SEC S	BPWA	RRESX	0.00	1.14
	RSSLL INTL DEVL MKT S	BPXA	RINTX	0.00	1.01
	RSSLL SHRT DUR BD S	BPYA	RFBSX	0.00	0.82
	RSSLL STRAT BD S	BPZA	RFCTX	0.00	0.77
	RSSLL US SMCAP EQ S	BQBA	RLESX	0.00	1.09
	RTNL DYNMC BRNDS INST	BUBA	HSUTX	0.00	1.20
	RTNL EQ ARMOR INST	BTWA	HDCTX	0.00	1.22
	RYDEX NASDAQ 100 H	DCJA	RYHOX	0.00	1.50
	RYDEXSGI BASIC MTRLS H	RBMA	RYBAX	0.00	1.60
	RYDEXSGI BIO H	RBTA	RYOAX	0.00	1.61
	RYDEXSGI CNSMR PRDCTS H	RCPA	RYCAX	0.00	1.61
	RYDEXSGI ENRGY H	RENA	RYEAX	0.00	1.61
	RYDEXSGI FIN SVC H	RFSA	RYFAX	0.00	1.61
	RYDEXSGI HLTH CARE H	RHCA	RYHAX	0.00	1.61
	RYDEXSGI TECH H	RTCA	RYTAX	0.00	1.60
	RYDEXSGI TRANSPRT H	RTNA	RYPAX	0.00	1.61
	SEAFAR OVRSEAS GR INC INS	DQMA	SIGIX	0.00	0.87
	SEI LGCAP GR F	BBAA	SELCX	0.00	0.97
	SEI LGCAP VAL F	BQCA	TRMVX	0.00	0.93
	SEI SMCAP VAL F	BQDA	SESVX	0.00	1.23
	SEMPER MBS TTL RTN INST	EJZA	SEMMX	0.00	0.87
	SEMPER SHRT DUR INST	EKCA	SEMIX	0.00	0.66

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	SGLBRYNTHML SMCAP VAL INS	GKCA	SBHVX	0.00	0.99
	SIERRA TCTCL ALL ASST INS	CBJA	SIRRX	0.00	2.01
	SIERRA TCTCL COR INC INST	CZHA	SSIRX	0.00	1.41
	SSGA INTL STK SEL INST	BMRA	SSAIX	0.00	1.24
	SSGA S P 500 INDX	SVSA	SVSPX	0.00	0.17
	STADION TCTCL GR I	DLFA	ETFOX	0.00	1.51
	STATEST INST SMCAPEQ INVM	EXTA	SIVIX	0.00	0.88
	STRLNG CAP MD VAL INST	EGVA	OVEIX	0.00	0.88
	STWRD GLBL EQ INC INST	DQNA	SGISX	0.00	0.99
	STWRD LGCAPENHCDINDX INST	DQOA	SEECX	0.00	0.58
	STWRD SMMDCAPENHCINDX INS	DQPA	SCECX	0.00	0.61
	SUMMITGI US LOWVLTLYEQ I	EBUA	SILVX	0.00	0.96
	SWAN DFND RSK I	EGWA	SDRIX	0.00	1.26
	TCHSTN ACTIV BD Y	EHBA	TOBYX	0.00	0.67
	TCHSTN BAL Y	BMLA	SIBLX	0.00	0.76
	TCHSTN FLEX INC Y	EHDA	MXIIX	0.00	0.92
	TCHSTN INTL EQ Y	SIXA	SIIEX	0.00	1.20
	TCHSTN LG CO GR Y	EKKA	TLGYX	0.00	0.97
	TCHSTN LGCAP FOCS Y	BMNA	SICWX	0.00	0.78
	TCHSTN MDCAP GR Y	EKLA	TEGYX	0.00	0.99
	TCHSTN MDCAP VAL Y	EKMA	TCVYX	0.00	1.16
	TCHSTN MDCAP Y	FYYA	TMCPX	0.00	0.93
	TCHSTN NONUSESG EQ Y	EHFA	TIQIX	0.00	0.90
	TCHSTN SANDS CAP SEL GR Z	BSPA	PTSGX	0.00	1.19
	TCHSTN SANDSCAPEMRGMKTGR	EKNA	TSEMX	0.00	1.29
	TCHSTN SM CO R6	DTWA	SSRRX	0.00	0.87
	TCHSTN SM CO Y	SIGA	SIGWX	0.00	0.97
	TCHSTN ULTRSHRTDURFXDINC	EHGA	TSDAX	0.00	0.74
	TCW EMRG MKT INC I	BNGA	TGEIX	0.00	0.90
	TCW REL VAL DIVD APP I	TGDA	TGDFX	0.00	0.76
	TCW REL VAL MDCAP I	TXGA	TGVOX	0.00	1.01
	TCW SEL EQ I	TGCA	TGCEX	0.00	0.79
	TCW ST BD I	TGSA	TGSMX	0.00	2.40
	TCW TTL RTN BD I	TGLA	TGLMX	0.00	0.55

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	THIRD AVE REALEST VAL INS	CUPA	TAREX	0.00	1.18
	THMPSN BD	ECLA	THOPX	0.00	0.73
	THRNBRG COR GR R5	BYTA	THGRX	0.00	1.52
	THRNBRG GLBL OPPR R5	BYUA	THOFX	0.00	1.38
	THRNBRG INTL EQ I	TIXA	TGVIX	0.00	1.00
	THRNBRG INTL GR R5	BYVA	TINFX	0.00	1.45
	THRNBRG INTL VAL R5	BYWA	TIVRX	0.00	1.28
	THRNBRG INTL VAL R6	CAYA	TGIRX	0.00	0.92
	THRNBRG INVMT INC BLDR R5	BYXA	TIBMX	0.00	1.16
	THRNBRG LTD TRM INC R5	CCNA	THRRX	0.00	0.71
	THRNBRG SMMDCAP COR I	THVA	TVIFX	0.00	1.09
	THRNBRG STRAT INC R6	GXLA	TSRSX	0.00	0.72
	TIAACRF COR BD INST	ECMA	TIBDX	0.00	0.29
	TIAACRF COR IMPCT BD INST	DLRA	TSBIX	0.00	0.38
	TIAACRF COR IMPCT BD RTRM	DLSA	TSBBX	0.00	0.63
	TIAACRF COR PLS BD INST	ECNA	TIBFX	0.00	0.30
	TIAACRF GR INC INST	DLNA	TIGRX	0.00	0.41
	TIAACRF HI YLD INST	EGXA	TIHYX	0.00	0.36
	TIAACRF INTL EQ INDX INST	EGYA	TCIEX	0.00	0.05
	TIAACRF LFCYCIND 2010 INS	DMOA	TLTIX	0.00	0.22
	TIAACRF LFCYCIND 2015 INS	DMPA	TLFIX	0.00	0.20
	TIAACRF LFCYCIND 2020 INS	DMQA	TLWIX	0.00	0.19
	TIAACRF LFCYCIND 2025 INS	DMUA	TLQIX	0.00	0.18
	TIAACRF LFCYCIND 2030 INS	DMWA	TLHIX	0.00	0.18
	TIAACRF LFCYCIND 2035 INS	DMXA	TLYIX	0.00	0.17
	TIAACRF LFCYCIND 2040 INS	DMYA	TLZIX	0.00	0.17
	TIAACRF LFCYCIND 2045 INS	DMZA	TLXIX	0.00	0.17
	TIAACRF LFCYCIND 2050 INS	DNBA	TLLIX	0.00	0.17
	TIAACRF LFCYCIND 2055 INS	DNCA	TTIIX	0.00	0.18
	TIAACRF LFCYCIND 2060 INS	DNDA	TVIIX	0.00	0.19
	TIAACRF LFCYCIND 2065 INS	GFIA	TFITX	0.00	0.82
	TIAACRF LFCYCINDRTINC INS	DNEA	TRILX	0.00	0.22
	TIAACRF LGCAP GR INDX INS	DJNA	TILIX	0.00	0.05
	TIAACRF LGCAP GR INST	EOCA	TILGX	0.00	0.41

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TIAACRF LGCAP VALINDX INS	DJOA	TILVX	0.00	0.05
	TIAACRF MDCAP VAL INST	DLPA	TIMVX	0.00	0.45
	TIAACRF MGD ALLOC INST	DLOA	TIMIX	0.00	0.48
	TIAACRF REALEST SEC INST	DLQA	TIREX	0.00	0.47
	TIAACRF SOCCHOICE EQ INST	DLUA	TISCX	0.00	0.18
	TIAACRF SOCCHOICE EQ RTRM	DLVA	TRSCX	0.00	0.43
	TIAACRF ST BD ADV	FBFA	TCTHX	0.00	0.35
	TMTHYPLN HI YLD BD I	GQTA	TPHIX	0.00	1.02
	TMTHYPLN INTL I	ESZA	TPIIX	0.00	1.48
	TMTHYPLN LGMDCAP VAL I	ETAA	TMVIX	0.00	1.33
	TMTHYPLN SMCAP VAL I	ETBA	TPVIX	0.00	1.31
	TROWE MULTSCTR BD I	ENNA	PGMSX	0.00	0.52
	TROWEPR BAL I	GUMA	RBAIX	0.00	0.51
	TROWEPR BAL	RPBA	RPBAX	0.00	0.65
	TROWEPR BLUE CHIP GR I	FJKA	TBCIX	0.00	0.57
	TROWEPR BLUE CHIP GR	BMSA	TRBCX	0.00	0.71
	TROWEPR COMM TECH	BBEA	PRMTX	0.00	0.82
	TROWEPR DIVD GR I	EKDA	PDGIX	0.00	0.50
	TROWEPR DIVD GR	BYRA	PRDGX	0.00	0.64
	TROWEPR DIVRS MDCAP GR	FJLA	PRDMX	0.00	0.87
	TROWEPR EMRG MKT BD	BMTA	PREMX	0.00	0.99
	TROWEPR EQ INC	BBCA	PRFDX	0.00	0.67
	TROWEPR EURO STK	BMWA	PRESX	0.00	1.03
	TROWEPR FIN SVC	BQEA	PRISX	0.00	0.97
	TROWEPR GLBL STK I	GNFA	TRGLX	0.00	0.67
	TROWEPR GR STK I	FJMA	PRUFX	0.00	0.53
	TROWEPR GR STK	TPRA	PRGFX	0.00	0.67
	TROWEPR HLTH SCNC	BQGA	PRHSX	0.00	0.80
	TROWEPR INTGRTDUSSMCPEQ I	EBXA	TQAIX	0.00	0.66
	TROWEPR INTL STK FD	TPTA	PRITX	0.00	0.84
	TROWEPR INTL VAL EQ	BBDA	TRIGX	0.00	0.89
	TROWEPR JPN	BMZA	PRJPX	0.00	1.02
	TROWEPR LGCAP GR I	DQQA	TRLGX	0.00	0.55
	TROWEPR LTN AM	BNAA	PRLAX	0.00	1.46

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TROWEPR NEW AM GR FD	BBFA	PRWAX	0.00	0.81
	TROWEPR NEW ASIA	BBGA	PRASX	0.00	0.99
	TROWEPR NEW ERA	BQHA	PRNEX	0.00	0.74
	TROWEPR NEW INC	BBHA	PRCIX	0.00	0.44
	TROWEPR OVRSEAS STK I	GQSA	TROIX	0.00	0.67
	TROWEPR OVRSEAS STK	EVHA	TROX	0.00	0.80
	TROWEPR REAL ASST	DUAA	PRAFX	0.00	0.93
	TROWEPR REALEST	BQIA	TRREX	0.00	0.82
	TROWEPR RTRMT BAL	BNFA	TRRIX	0.00	0.49
	TROWEPR RTRMT I 2005 I	ESYA	TRPFX	0.00	0.34
	TROWEPR RTRMT I 2010 I	EBYA	TRPAX	0.00	0.34
	TROWEPR RTRMT I 2015 I	EBZA	TRFGX	0.00	0.36
	TROWEPR RTRMT I 2020 I	ECAA	TRBRX	0.00	0.37
	TROWEPR RTRMT I 2025 I	ECCA	TRPHX	0.00	0.39
	TROWEPR RTRMT I 2030 I	ECDA	TRPCX	0.00	0.41
	TROWEPR RTRMT I 2035 I	ECEA	TRPJX	0.00	0.42
	TROWEPR RTRMT I 2040 I	ECFA	TRPDX	0.00	0.43
	TROWEPR RTRMT I 2045 I	ECGA	TRPKX	0.00	0.44
	TROWEPR RTRMT I 2050 I	ECHA	TRPMX	0.00	0.45
	TROWEPR RTRMT I 2055 I	ECIA	TRPNX	0.00	0.46
	TROWEPR RTRMT I 2060 I	ECJA	TRPLX	0.00	0.46
	TROWEPR RTRMT I 2065 I	GNGA	TRFKX	0.15	0.46
	TROWEPR SCNC TECH	BQJA	PRSCX	0.00	0.84
	TROWEPR SMCAP VAL INSTL	ENCA	PRVIX	0.00	0.70
	TROWEPR SMCAP VAL	TPSA	PRSVX	0.00	0.82
	TROWEPR SPCTRM GR	BQKA	PRSGX	0.00	0.73
	TROWEPR SPCTRM INC	TRPA	RPSIX	0.00	0.62
	TROWEPR SPCTRM MOD ALLOC	CUMA	TRPBX	0.00	0.90
	TROWEPR SPCTRMCNSRVALLOC	PSRA	PRSIX	0.00	0.84
	TROWEPR SPCTRM MODGRALLOC	CUNA	TRSGX	0.00	0.90
	TROWEPR SPCTRM MODGRALLOC	GHJA	TGIPX	0.00	0.77
	TROWEPR ST BD	DLHA	PRWBX	0.00	0.43
	TROWEPR US EQ RSRCH	BBBA	PRCOX	0.00	0.45
	TROWEPR US LGCAP COR INV	GHNA	TRULX	0.00	0.70

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TROWEPR VAL	CNHA	TRVLX	0.00	0.72
	UBS DYNMC ALPHA P	BOBA	BNAYX	0.00	2.11
	UBS US ALLOCATION P	BCFA	PWTYX	0.00	0.72
	UBS US SMCAP GR P	BCGA	BISCX	0.00	1.21
	VANECK CM COMDTY INDX I	BNHA	COMIX	0.00	0.82
	VANECK EMRG MKT INST	BCHA	EMRIX	0.00	1.19
	VANECK GLBL HRD ASST INST	BCIA	GHAIX	0.00	1.10
	VANECK INTL INV GOLD INST	BCJA	INIIX	0.00	1.09
	VIC CAP GR INST	ECQA	UICGX	0.00	1.66
	VIC CORPLS INTMD BD R6	ECXA	URIBX	0.00	0.43
	VIC DIVRS STK I	BNJA	VDSIX	0.00	0.84
	VIC EMRG MKT INST	ECRA	UIEMX	0.00	1.31
	VIC GLBL NATRL VIC RSRC Y	BLYA	RSNYX	0.00	1.19
	VIC GOVT SEC INST	ECSA	UIGSX	0.00	0.35
	VIC INC INST	ECVA	UIINX	0.00	0.41
	VIC INCORE FD FOR INC I	BCLA	VFFIX	0.00	0.67
	VIC INCORE LOW DUR BD Y	CMZA	RSDYX	0.00	0.65
	VIC INCORE QULTY BD Y	CNBA	RSQYX	0.00	N/A
	VIC INCORE TTL RTN BD Y	MUCA	MUCYX	0.00	0.65
	VIC INTEGRITY MDCAP VAL Y	EZMA	MYIMX	0.00	1.03
	VIC INTEGRITY SMCAP VAL Y	BYJA	VSVIX	0.00	1.07
	VIC INTL INST	ECYA	UIIFX	0.00	0.95
	VIC MNDR MDCAP COR GR Y	BKTA	MGOYX	0.00	0.98
	VIC NASDAQ 100 INDX R6	ECZA	URNQX	0.00	0.30
	VIC RS GR Y	CMVA	RGRYX	0.00	0.95
	VIC RS INV Y	CMXA	RSIYX	0.00	1.36
	VIC RS LGCAP ALPHA Y	CJJA	RCEYX	0.00	0.71
	VIC RS MDCAP GR Y	BLZA	RMOYX	0.00	1.14
	VIC RS PTNRS Y	BMBA	RSPYX	0.00	1.21
	VIC RS SCNCTECH Y	BMJA	RIFYX	0.00	1.27
	VIC RS SEL GR Y	CCMA	RSSYX	0.00	1.24
	VIC RS SMCAP GR Y	BMFA	RSYEX	0.00	1.17
	VIC RS VAL Y	BMKA	RSVYX	0.00	1.06
	VIC SMCAP STK INST	EDCA	UISCX	0.00	1.04



## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VIC SOPHS EMRG MKT Y	ENFA	RSENX	0.00	1.32
	VIC ST BD R6	EDAA	URSBX	0.00	0.33
	VIC STRAT ALLOC I	BNIA	VBFIX	0.00	1.27
	VIC SYC SM CO OPFR R6	GTWA	VSORX	0.00	0.85
	VIC TRIV INTL SMCAP Y	EOCA	MYSIX	0.00	1.14
	VIC ULTRA ST BD R6	EDDA	URUSX	0.00	0.83
	VILLERE BAL INV	CZOA	VILLX	0.00	1.02
	VIRTUS ALPHSMPLMDFRSTRT I	CYXA	ASFYX	0.00	1.45
	VIRTUS CRDEX LGCPVALEQ R6	CZEA	STVZX	0.00	0.86
	VIRTUS CRDEX MDCPVALEQ R6	CZFA	SMVZX	0.00	0.86
	VIRTUS CRDEX SMCAPVALEQ R6	FJTA	VVERX	0.00	1.05
	VIRTUS D&PGLBREALESTSEC R	EYBA	VRGEX	0.00	1.03
	VIRTUS KAR INTL SMCAP R6	EYCA	VRISX	0.00	1.08
	VIRTUS KAR MDCAP COR R6	EYDA	VRMCX	0.00	0.95
	VIRTUS KAR MDCAP GR R6	EYEA	VRMGX	0.00	0.89
	VIRTUS KAR SMCAP COR R6	EYFA	VSCRX	0.00	0.92
	VIRTUS KAR SMCAP GR R6	EYGA	VRSGX	0.00	0.98
	VIRTUS KAR SMCAP VAL R6	EYHA	VQSRX	0.00	0.88
	VIRTUS NF MULTSCTR STBD R	EYIA	VMSSX	0.00	0.67
	VIRTUS RMPRT EQ TRND I	CPFA	VAPIX	0.00	1.34
	VIRTUS SEIX COR BD I	BAPA	STIGX	0.00	0.64
	VIRTUS SEIX CORP BD I	STXA	STICX	0.00	0.96
	VIRTUS SEIX HI INC I	BAOA	STHTX	0.00	0.92
	VIRTUS SEIX HI YLD I	SAMA	SAMHX	0.00	0.75
	VIRTUS SEIX HI YLD R6	GKFA	HYIZX	0.00	0.65
	VIRTUS SEIX ST BD I	SSTA	SSBTX	0.00	N/A
	VIRTUS SEIX TTL RTN BD I	SAFA	SAMFX	0.00	0.58
	VIRTUS SGA INTL GR R6	EYLA	SCIZX	0.00	1.24
	VIRTUS SLVNTLGCPGR STK R6	DJMA	STCZX	0.00	0.93
	VIRTUS ULTRA SHRT BD I	CJBA	SISSX	0.00	0.64
	VIRTUS VNTBL FORGN OPFR R	EYJA	VFOPX	0.00	1.05
	VIRTUS VNTBL GLBL OPFR R6	EYKA	VRGOX	0.00	1.05
	VIRTUS VON EMRGMKT OPFR R	DUGA	VREMX	0.00	1.14
	VIRTUSSEIXFLOTTRTHIINC I	BLXA	SAMBX	0.00	0.72

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VIRTUSSEIXUSGVSCULTSHBD I	CTDA	SIGVX	0.00	0.55
	VNGRD 500 INDEX FD AS	CSLA	VFIAX	0.00	0.04
	VNGRD BAL INDX ADML	CSNA	VBIAX	0.00	0.07
	VNGRD CNSMR STPLS ADML	DLWA	VCSAX	0.00	0.10
	VNGRD COMDTY STRAT ADML	FYZA	VCMDX	0.00	0.21
	VNGRD DEVL MKT INDX ADML	CWCA	VTMGX	0.00	0.07
	VNGRD DIVD APP INDX ADML	CWDA	VDADX	0.00	0.08
	VNGRD DIVD GR INV	VDGA	VDIGX	0.00	0.30
	VNGRD DIVRS EQ INV	VDEA	VDEQX	0.00	0.35
	VNGRD EMRG MKT STKINDXADM	CSOA	VEMAX	0.00	0.14
	VNGRD ENRGY ADML	CWEA	VGELX	0.00	0.38
	VNGRD ENRGY INDX ADML	ETCA	VENAX	0.00	0.10
	VNGRD EQ INC ADML	CWFA	VEIRX	0.00	0.19
	VNGRD EURO STK INDX ADML	CSPA	VEUSX	0.00	0.13
	VNGRD EXPLR ADML	CWGA	VEXRX	0.00	0.34
	VNGRD EXTND MKT INDX ADML	CSQA	VEXAX	0.00	0.06
	VNGRD FIN INDX ADML	ETDA	VFAIX	0.00	0.10
	VNGRD FTSE SOC INDX ADML	FLIA	VFTAX	0.00	0.14
	VNGRD FTSEALWDXUSIND ADML	FKXA	VFWAX	0.00	0.12
	VNGRD GLBL CAP CYC INV	VGPA	VGPMX	0.00	0.43
	VNGRD GLBL EQ INV	VHGA	VHGEX	0.00	0.41
	VNGRD GLBL MIN VOL ADML	DJPA	VMNVX	0.00	0.14
	VNGRD GNMA ADML	CWHA	VFIJX	0.00	0.11
	VNGRD GR INC ADML	CWIA	VGIAX	0.00	0.22
	VNGRD GR INDX ADML	CSRA	VIGAX	0.00	0.05
	VNGRD HI YLD CORP ADML	VEWA	VWEAX	0.00	0.13
	VNGRD HIDIVD YLD INDX ADM	FNGA	VHYAX	0.00	0.08
	VNGRD HLTH CARE ADML	CWJA	VGHAX	0.00	0.29
	VNGRD HLTH CARE INDX ADML	FQKA	VHCIX	0.00	0.10
	VNGRD INFL PRTCT SEC ADML	CWKA	VAIPX	0.00	0.10
	VNGRD INFO TECH INDX ADML	ETFA	VITAX	0.00	0.10
	VNGRD INTDTRMTRSIND ADML	CZJA	VSIGX	0.00	0.07
	VNGRD INTL EXPLR INV	VNXA	VINEX	0.00	0.41
	VNGRD INTL GR ADML	CWNA	VWILX	0.00	0.34

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VNGRD INTL VAL INV	VRTA	VTRIX	0.00	0.38
	VNGRD INTMD TRM TRSRY ADM	CWMA	VFIUX	0.00	0.10
	VNGRD INTMDTRM BD INDXADM	DLXA	VBILX	0.00	0.07
	VNGRD INTMDTRMINVTGRD ADM	CWLA	VFIDX	0.00	0.10
	VNGRD LGCAP INDX ADML	EDFA	VLCAX	0.00	0.05
	VNGRD LT INVMT GRD ADML	CWOA	VWETX	0.00	0.12
	VNGRD LT TRSRY ADML	CWPA	VUSUX	0.00	0.10
	VNGRD LT TRSRY INDX ADML	ETGA	VLGSX	0.00	0.07
	VNGRD MDCAP GR INDX ADML	CWQA	VMGMX	0.00	0.07
	VNGRD MDCAP GR INV	VGIA	VMGRX	0.00	0.35
	VNGRD MDCAP VAL INDX ADML	CWRA	VMVAX	0.00	0.07
	VNGRD MID-CAP IDX FD AS	CSSA	VIMAX	0.00	0.05
	VNGRD MKT NUTRL INV	CZKA	VMNFX	0.00	1.83
	VNGRD MTRLS INDX ADML	EDGA	VMIAX	0.00	0.10
	VNGRD PACFC STK INDX ADML	CSTA	VPADX	0.00	0.10
	VNGRD REALEST INDX ADML	CSUA	VGSLX	0.00	0.12
	VNGRD SEL VAL INV	VSXA	VASVX	0.00	0.38
	VNGRD SM CAP INDX FD AS	CSXA	VSMAX	0.00	0.05
	VNGRD SMCAP GR INDX ADML	CWYA	VSGAX	0.00	0.07
	VNGRD SMCAP VAL INDX ADML	CWXA	VSIAX	0.00	0.07
	VNGRD ST BD INDX ADML	CSWA	VBIRX	0.00	0.07
	VNGRD ST CORP BD INDX ADM	CZLA	VSCSX	0.00	0.07
	VNGRD ST FED ADML	CWTA	VSGDX	0.00	0.10
	VNGRD ST INVMT GRD ADML	CWUA	VFSUX	0.00	0.10
	VNGRD ST TRSRY ADML	CWWA	VFIRX	0.00	0.10
	VNGRD STAR INV	VGTA	VGSTX	0.00	0.31
	VNGRD STINFLPRTSECIND ADM	EHIA	VTAPX	0.00	0.06
	VNGRD STRAT EQ INV	VSQA	VSEQX	0.00	0.17
	VNGRD STRAT SMCAP EQ INV	VTCA	VSTCX	0.00	0.26
	VNGRD TAXMGD SMCAP ADML	EVJA	VTMSX	0.00	0.09
	VNGRD TRGT RTRMT 2015 INV	VTXA	VTXVX	0.00	N/A
	VNGRD TRGT RTRMT 2020 INV	VTWA	VTWNX	0.00	0.08
	VNGRD TRGT RTRMT 2025 INV	VTTA	VTTVX	0.00	0.08
	VNGRD TRGT RTRMT 2030 INV	VTHA	VTHRXX	0.00	0.08

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VNGRD TRGT RTRMT 2035 INV	VHTA	VTTHX	0.00	0.08
	VNGRD TRGT RTRMT 2040 INV	VFOA	VFORX	0.00	0.08
	VNGRD TRGT RTRMT 2045 INV	VTIA	VTIVX	0.00	0.08
	VNGRD TRGT RTRMT 2050 INV	VFFA	VFIFX	0.00	0.08
	VNGRD TRGT RTRMT 2055 INV	VVXA	VFFVX	0.00	0.08
	VNGRD TRGT RTRMT 2060 INV	BWGA	VTTSX	0.00	0.08
	VNGRD TRGT RTRMT 2065 INV	EHJA	VLXVX	0.00	0.08
	VNGRD TRGT RTRMT 2070 INV	GTYA	VSVNX	0.00	0.08
	VNGRD TRGT RTRMT INC	VTNA	VTINX	0.00	0.08
	VNGRD TTL BND MKT LDX ADM	CSYA	VBTLX	0.00	0.05
	VNGRD TTL INTL BD IDX ADM	CZMA	VTABX	0.00	0.11
	VNGRD TTL INTLSTKINDX ADM	CSZA	VTIAX	0.00	0.11
	VNGRD TTL STMKT INDX FD A	CUQA	VTSAX	0.00	0.04
	VNGRD TTL WLDSTK INDX ADM	FLJA	VTWAX	0.00	0.10
	VNGRD US GR ADML	CWZA	VWUAX	0.00	0.25
	VNGRD UTIL INDX ADML	FKYA	VUIAX	0.00	0.10
	VNGRD VAL INDX ADML	CTAA	VVIAX	0.00	0.05
	VNGRD WLNGTN INV	VWEA	VWELX	0.00	0.25
	VNGRD WLSLY INC ADML	CXAA	VWIAX	0.00	0.16
	VNGRD WNDSR ADML	CXBA	VWNEX	0.00	0.28
	VNGRD WNDSR II ADML	CZNA	VWNAX	0.00	0.26
	VOYA EMRGMKTHRDCURRENDBT	FBWA	VEMHX	0.00	N/A
	VOYA GLBL BD I	FBXA	IGBIX	0.00	0.71
	VOYA GNMA INC I	GAZA	LEINX	0.00	0.56
	VOYA INTMD BD I	FCBA	IICIX	0.00	0.35
	VOYA INVMT GRD CR I	GBBA	VIGCX	0.00	0.66
	VOYA LGCAP GR I	FCCA	PLCIX	0.00	0.61
	VOYA MDCAP OPPI I	FCFA	NMCIX	0.00	0.93
	VOYA MULT MGR INTL SMCAP	FCGA	NAPIX	0.00	1.29
	VOYA SEC CR I	GBCA	VCFIX	0.00	0.69
	VOYA SMCAP OPPI I	FCHA	NSPIX	0.00	N/A
	VOYA STRAT INC OPPI I	FCIA	IISIX	0.00	0.62
	WASATCH GLBL VAL	BEWA	FMIEX	0.00	1.20
	WASATCHFRNTREMGSMCNTRY IN	DLYA	WAFMX	0.00	2.29

## FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	WCM FOCS EMRG MKT INST	GRSA	WCMEX	0.00	1.37
	WCM FOCS INTL GR INST	EOLA	WCMIX	0.00	1.04
	WEITZ SHRT INTMD INC INST	DGRA	WEFIX	0.00	0.62
	WLMBLR EMRG MKT LDRS I	FUUA	WBELX	0.00	1.13
	WLMBLR GLBL GR I	BNRA	WGFIX	0.00	1.12
	WLMBLR GR I	BNSA	BGFIX	0.00	0.92
	WLMBLR INTL GR I	BNTA	BIGIX	0.00	1.10
	WLMBLR INTL LDRS I	FUVA	WILIX	0.00	1.04
	WLMBLR LGCAP GR I	FUWA	LCGFX	0.00	0.79
	WLMBLR MACRO ALLOC I	CZQA	WMCIX	0.00	N/A
	WLMBLR MDCAP GR I	BNUA	WCGIX	0.00	1.46
	WLMBLR SM MD GR I	BNXA	WSMDX	0.00	1.11
	WLMBLR SMCAP GR I	BNVA	WBSIX	0.00	1.12
	WLMNTRBR MDCAP EQ INDX 1	GLUA	N/A	0.00	0.03
	WLMNTRBR US TIPS INDX 1	GLTA	N/A	0.00	0.04
	WSTWD INC OPPR INST	CEBA	WHGIX	0.00	0.82
	ZACKS DIVD INV	GNJA	ZDIVX	0.00	1.27

For participants choosing to utilize professional money management under Managed Account Services, an additional fee will apply.

The expense ratios listed are based on the last available information provided to Nationwide. The fund house may change the expense ratio at any time.

For more information about the available underlying investment options, including all charges and expenses, please consult a fund prospectus. Before investing, carefully consider the fund's investment objectives, risks, charges and expenses. If at any time the expense ratio listed above differs from the expense ratio listed in the fund prospectus, the ratio listed in the prospectus will apply.

# The BEST of AMERICA<sup>®</sup> Retirement Advisor<sup>SM</sup>

## Summary of Contract Information

**Plan Name:** Magnolia Public Schools 403(b) Plan

**Date of Proposal:** August 07, 2023

Except for dates specifically noted in this document, this offer expires 60 days from the Date of Proposal. The Specimen Contract(s) are part of this offer and must accompany this document for the offer to be valid.

### The BEST of AMERICA<sup>®</sup> Retirement Advisor<sup>SM</sup> Contract(s) Elected:

Fixed Contract - Specimen Contract Form APO-2242

### Expense Charges

- **Contingent Deferred Sales Charge**

The Contingent Deferred Sales Charge applies to all Contracts elected.

<u>Contract Year</u>	<u>Deferred Sales Charge Percentage</u>
1*	0.00%
2	0.00%
3	0.00%
4	0.00%
5	0.00%
Thereafter	0.00%

### Fixed Interest Rate

<u>Contract Year</u>	<u>Rate</u>
1*	1.60%
2	0.10% (minimum)**

\*The first contract year will extend from the date of the first deposit/transfer through the last day of the same month in the next calendar year. The second contract year will extend for twelve (12) months immediately following the first contract year.

\*\*This rate is the minimum guarantee. Nationwide<sup>®</sup> may declare an interest rate for this contract which may be higher than this minimum.

### Exchanges

Exchanges as defined in the Contract will be made at book value in any amount which is not more than the Book Value Exchange Limit set forth on the Contract Summary Page, with the Book Value Exchange Limit being reduced by all exchanges which have been made at book value during the twelve calendar months preceding the date of the exchange.



## **Transfers**

Transfers as defined in the Contract are subject to the Book Value Transfer Limit set forth on the Contract Summary Page. A transfer payment of the entire Contract value may be subject to a market value adjustment. The market value of the transfer payment is equal to the amount withdrawn, increased or decreased by the market value adjustment. The market value adjustment is determined by Nationwide in accordance with uniform procedures applicable to all contracts of this class. Upon receipt of written request by the Contractholder, Nationwide will provide the market value adjustment formula.

Failure by Nationwide to take action with respect to any one or more of the restrictions listed above is not a waiver of Nationwide's right to enforce the restrictions later.

**APPLICATION FOR GROUP ANNUITY CONTRACT  
MADE TO  
NATIONWIDE LIFE INSURANCE COMPANY  
(The Company)  
ONE NATIONWIDE PLAZA  
COLUMBUS, OHIO 43215**

CUSTODIAN/TRUSTEE(S) OF THE Magnolia Public Schools 403(b) Plan

TRUST

(Exact Name of applicant, e.g., ABC Company, Inc. or Trustees of XYZ Company, Inc. Retirement Trust)

Contract Type:    Fixed Contract    Indexed Fixed Contract    Short Term Indexed Fixed Contract

The applicant applies for the attached Group Annuity Contract(s) as specified above.

The applicant approves and accepts the terms of the Contract.

The applicant certifies that to the best of its knowledge:

1.     The applicant has the authority to enter into the Contract.
2.     The applicant's plan qualifies under:  
         Section 401  
         Section 457(b)  
         Section 403(b)  
        of the Internal Revenue Code.
3.     The applicant, if a sole proprietorship or partnership or if a trustee representing a Plan established or maintained by a sole proprietorship or partnership:
  - a. is or represents a Plan established or maintained by a financially sophisticated law, accounting, investment banking, pension consulting, or investment advisory firm with financial/business knowledge and experience, capable of adequately representing its interests and those of its employees; or
  - b. has obtained the advice of an independent, expert financial or business advisor having no affiliation or material business relationship with The Company, and capable of adequately representing the interest of the applicant and its employees.
  - c. the Plan covers only (i) the employees of an employee benefit plan established or maintained by a single employer or employers under common control or (ii) the employees of any employer which contributes to a plan established or maintained by an employee organization or (iii) the employees of any employer which contributes to a plan maintained by more than one employer which is not established by an employee organization.
4.     This Contract is a permissible investment under the applicant's plan.

If The Company fails to accept this Application, the amount of deposit will be refunded without interest.

**FOR AZ RESIDENTS ONLY**

**Upon written request, the Company agrees to provide, within a reasonable time, reasonable factual information regarding the benefits and provisions of the Annuity Contract to the Owner.**

**NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS:**

**Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.**



**FOR DC RESIDENTS ONLY**

**WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.**

**FOR NJ RESIDENTS ONLY**

**Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.**

**FOR WA RESIDENTS ONLY**



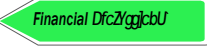


**Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.**

**FOR FL RESIDENTS ONLY**

**Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**

**NOTICE TO OK and PA RESIDENTS ONLY**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

_____		_____	_____
Applicant Signature		Typed or Printed Applicant Name	
_____		_____	_____
Date		Title (Trustee, If Applicable)	
_____		_____	_____
Signature of Licensed Agent		Printed Name of Licensed Agent	License ID No.
_____		_____	_____
Signature of Licensed Agent		Printed Name of Licensed Agent	License ID No.
_____		_____	_____
Signature of Licensed Agent		Printed Name of Licensed Agent	License ID No.
_____		_____	_____
Signature of Licensed Agent		Printed Name of Licensed Agent	License ID No.

In consideration of the Application for this Contract made by

Nationwide Trust Company, FSB as Custodian for Magnolia Public Schools 403(b) Plan  
(The Contractholder)

and of the payment of Deposits as provided, the Company agrees to pay, in accordance with and subject to the terms and conditions of this Contract, the benefits set forth with respect to each Participant.

Effective Date of Contract: August 1, 2023

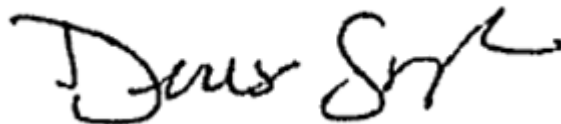
Issue Date of Contract: August 7, 2023

Jurisdiction: California

In witness whereof the Company has caused this Contract to be executed and duly attested on the Issue Date shown above.



President



Secretary

Attest: \_\_\_\_\_

**GROUP ANNUITY CONTRACT NO. GA-P N/A**

**GUARANTEED FUND  
FIXED DOLLAR ANNUITIES ONLY**

**NON-PARTICIPATING  
ANNUAL APPLICATION OF EXPERIENCE RATING PLAN**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	<b>CONTRACT SUMMARY PAGE.....</b>	1
<b>I.</b>	<b>DEFINITIONS.....</b>	1
<b>II.</b>	<b>GUARANTEED FUND</b>	
	2.1 Guaranteed Fund.....	3
	2.2 Amount Of Guaranteed Fund.....	3
	2.3 Interest Credits.....	3
<b>III.</b>	<b>DEPOSITS</b>	
	3.1 Deposits.....	4
	3.2 Crediting Of Deposits.....	4
<b>IV.</b>	<b>EXCHANGES</b>	
	4.1 Exchange To A Companion Contract.....	5
	4.2 Exchanges From A Companion Contract.....	5
<b>V.</b>	<b>PAYMENT OF BENEFITS</b>	
	5.1 Benefit Payments.....	6
	5.2 Purchase And Amount Of Annuity.....	7
	5.3 Small Annuities.....	7
	5.4 Facility Of Payment.....	8
	5.5 Misstatements And Adjustments.....	8
	5.6 Cash Payments Or Loans.....	8
<b>VI.</b>	<b>CHARGES</b>	
	6.1 Administration Charge.....	10
	6.2 Contract Charge.....	10
	6.3 Contingent Deferred Sales Charge.....	10
	6.4 Other Expense Charges.....	10
	6.5 Other Expense Withdrawals.....	11
	6.6 Payment Of Charges.....	11
	6.7 Premium Tax.....	11

**TABLE OF CONTENTS**  
(Continued)

<u>ARTICLE</u>		<u>PAGE</u>
<b>VII.</b>	<b>PAYMENTS UPON TERMINATION OF PLAN - CONTRACT OR REDUCTION IN NUMBER OF PARTICIPANTS</b>	
7.1	Payments Upon Termination Of Plan Or Reduction In Number Of Participants.....	12
7.2	Termination Of Contract.....	13
<b>VIII.</b>	<b>TRANSFERS</b>	
8.1	Notice Of Transfer And Transfer Payments.....	14
8.2	Variable Fund Unit Cancellations And Transfer Payments..	14
8.3	Alternative Guaranteed Fund Withdrawal And Transfer Payment.....	14
8.4	Interest After Transfer Date.....	15
<b>IX.</b>	<b>GENERAL PROVISIONS</b>	
9.1	Guarantees And Change Of Contract.....	16
9.2	Contractholder.....	17
9.3	Communication And Notification.....	17
9.4	Place Of Payment--Currency.....	18
9.5	Certificates.....	18
9.6	Beneficiary--Settlement Options.....	18
9.7	Experience Rate Credits.....	19
9.8	Assignment.....	19
9.9	Information--Records.....	19
9.10	Entire Contract--Construction.....	20

APPLICATION FOR AND ACCEPTANCE OF GROUP ANNUITY CONTRACT

**CONTRACT SUMMARY PAGE**

**GA-P N/A**

Administration Charge: None.  
 Book Value Exchange Limit: 20% of the Guaranteed Fund.  
 Book Value Transfer Limit: 20% of the Guaranteed Fund on the Transfer Date.  
 Companion Contract(s): N/A

Contingent Deferred Sales Charge:	<u>Contract Year</u>	<u>Deferred Sales Charge Percentage</u>
	1	0.00%
	2	0.00%
	3	0.00%
	4	0.00%
	5	0.00%
	Thereafter	0.00%

The Contingent Deferred Sales Charge Percentage shall be applied to withdrawals from the Guaranteed Fund as provided in this Contract.

Contract Anniversary: To Be Determined based on first Deposit/Transfer.  
 Contract Charge: None.  
 Creditable Percentage: 100%  
 Crediting Deposits: Each Deposit, as described in Article III, will be credited to the Guaranteed Fund no later than the third Business Day following receipt.

Interest Rate:	<u>Contract Year</u>	<u>Rate</u>
	1	1.60%
	2	0.10% (minimum)

Maximum Annual Deposit: \$1,000,000  
 Plan: Magnolia Public Schools 403(b) Plan.  
 Processing Exchanges: Exchanges, as described in Article IV, will be made within three Business Days following receipt of the Contractholder's written request.

## CONTRACT SUMMARY PAGE

## GA-P N/A

Processing Annuity Purchases:	Annuity Purchases, as described in Article V, will be made within 15 Business Days following receipt of the Contractholder's written request.
Processing Cash Payments:	Cash Payments, as described in Article V , will be made within five Business Days following receipt of the Contractholder's written request.
Processing Payments Upon Plan Termination or Reduction in Number of Participants:	Benefit Payments to each affected Participant, as described in Article VII, will be made within 30 calendar days following receipt of the Contractholder's written request.
Processing Transfers:	The Transfer Date, as described in Article VIII, will not be more than 120 calendar days following receipt of the Contractholder's written request.
Purchase Rate Basis:	1983 Table A (Male), with Annuitant ages set back 10 years and survivor Annuitant ages set back 5 years; 3.0% interest; and 4.0% loading.
Percentage Reduction in Number of Participants as defined in Section 1.15:	15%

## ARTICLE I - DEFINITIONS

- 1.1 **ANNUITANT** - a person receiving an Annuity.
- 1.2 **ANNUITY** - any benefit in the form of a series of payments due in accordance with the Plan, payable under this Contract.
- 1.3 **BENEFIT PAYMENT** - a distribution that is permitted by the Plan on behalf of a Participant.
- 1.4 **BUSINESS DAY** - - each day that the Company's Home Office and the applicable financial institutions for purposes of processing financial transactions are open for business. All requests for transactions that are received after 1:00 p.m. Columbus, Ohio time will be considered to be received on the next Business Day.
- 1.5 **CASH PAYMENT** - a form of Benefit Payment other than an Annuity purchased under this Contract.
- 1.6 **CONTRACT YEAR** - a period beginning on the Effective Date or on any Contract Anniversary and ending on the day immediately preceding the next following Contract Anniversary.
- 1.7 **EMPLOYER** - - any organization reported to the Company by the Contractholder for inclusion under this Contract, some or all of whose employees are covered under the Plan.
- 1.8 **FIXED INVESTMENT** - an investment which guarantees principal and/or interest, a money market fund, or any other investment which could contain more than 50% short term debt securities. An investment which could contain more than 50% short term debt securities available under a Companion Contract will not be considered a Fixed Investment, excluding a money market fund. Instruments which provide for a guarantee of principal upon withdrawal include but are not limited to group annuities and individual annuities which are invested in an insurer's general account, guaranteed investment contracts, bank certificates of deposit, and any other investment determined to be a Fixed Investment by the Company on the Effective Date or the date on which Investment Options are added to the Plan.
- 1.9 **FUNDING SUCCESSOR** - - the Plan's and successor plan's trustee and any financial institution providing an Investment Option to the Plan.
- 1.10 **INVESTMENT OPTION** - a fund offered by the Plan, composed of one or more investments and which is available for independent selection by the participant.

**ARTICLE I - DEFINITIONS**  
**(Continued)**

- 1.11 OFFICERS** - as defined in Section 416 of the Internal Revenue Code and Regulations. If an individual is considered to be an Officer at any time during the term of this Contract, the individual will always be considered as such for purposes of this Contract.
- 1.12 OWNERS** - as defined in Section 416 of the Internal Revenue Code and Regulations. For purposes of this Contract, an Owner is defined as a 10% owner. If an individual is considered to be an Owner at any time during the term of this Contract, the individual will always be considered as such for purposes of this Contract.
- 1.13 PARTICIPANT** - a person for whom benefits are to be provided under this Contract, in accordance with the Plan, as reported by the Contractholder.
- 1.14 PRO RATA WITHDRAWALS** - withdrawals from this Contract will be made from each Sub-Fund of the Guaranteed Fund in proportion to the amount of each Sub-Fund to the amount of the Guaranteed Fund. Withdrawals from this Contract will be made from the Guaranteed Fund in proportion to the amount of the Guaranteed Fund to the amount of the Guaranteed Fund plus all other Fixed Investments which are a part of the same Investment Option.
- If the Contractholder has Plan investment authority, withdrawals from this Contract will be made from each Sub-Fund of the Guaranteed Fund in proportion to the amount of each Sub-Fund to the amount of the Guaranteed Fund. Withdrawals from this Contract will be made from the Guaranteed Fund in proportion to the amount of the Guaranteed Fund to the amount of the Guaranteed Fund plus the amount of total Plan assets.
- 1.15 REDUCTION IN NUMBER OF PARTICIPANTS** - any reduction of more than the percentage, as set forth on the Contract Summary Page, of the number of Participants under the Plan since the Effective Date of the Contract which is the result of any change in the Plan or action taken by the Employer.
- 1.16 SUB-FUND** - a portion of the Guaranteed Fund to which separate guarantees or other contractual provisions apply.



**ARTICLE II - GUARANTEED FUND****2.1 GUARANTEED FUND**

The Company shall establish and maintain a Guaranteed Fund. The Company shall provide to the Contractholder an annual accounting of all financial transactions occurring with respect to this Contract.

**2.2 AMOUNT OF GUARANTEED FUND**

The amount of the Guaranteed Fund at any time will be equal to the total of the Deposits credited in accordance with Article III, plus any amounts exchanged in accordance with Section 4.2, plus interest as provided in Section 2.3, less any withdrawals made from the Guaranteed Fund in accordance with Articles IV, V, VI, VII, and VIII.

**2.3 INTEREST CREDITS**

Subject to the provisions of Sections 8.4 and 9.1, during each Contract Year, the Guaranteed Fund will be credited with daily interest at an effective annual rate of interest equal to the Interest Rate set forth on the Contract Summary Page.

In computing the amount of interest to be credited to the Guaranteed Fund, the Company will use the first day following the date amounts are credited to the Guaranteed Fund through the actual date on which withdrawals are made from the Guaranteed Fund.

**ARTICLE III - DEPOSITS****3.1 DEPOSITS**

The Contractholder may make Deposits to the Company in such amount as may be determined by the Contractholder. Unless otherwise agreed to in writing by the Company, the Maximum Annual Deposit which may be paid during a Contract Year shall not exceed the amount set forth on the Contract Summary Page.

**3.2 CREDITING OF DEPOSITS**

Each Deposit, multiplied by the Creditable Percentage set forth on the Contract Summary Page, will be credited to the Guaranteed Fund as described in the Crediting Deposits provision set forth on the Contract Summary Page.

**ARTICLE IV - EXCHANGES****4.1 EXCHANGE TO A COMPANION CONTRACT**

The Contractholder may exchange amounts from the Guaranteed Fund to a Companion Contract subject to the following limitations. Exchanges may not exceed the Book Value Exchange Limit, set forth on the Contract Summary Page, on the exchange date less any amounts exchanged during the one-year period ending on the exchange date.

Exchanges shall be made on a Pro Rata Withdrawal basis from all Sub-Funds under this Contract. Exchanges shall be completed as described in the Processing Exchanges provision set forth on the Contract Summary Page.

Exchanges shall be made by withdrawing 100% of the amount to be exchanged from the Guaranteed Fund and crediting the amount to the Companion Contract.

This Section 4.1 will become inoperative on and after the Company's receipt of the Contractholder's direction to make a transfer payment in accordance with Article VIII.

**4.2 EXCHANGES FROM A COMPANION CONTRACT**

The Contractholder may exchange amounts into this Contract from a Companion Contract. Limitations may be imposed by the Companion Contract.

**ARTICLE V - PAYMENT OF BENEFITS****5.1 BENEFIT PAYMENTS**

Subject to the other provisions of this Contract, upon written notice from the Contractholder, the Company shall purchase Annuities or make Cash Payments in such manner and amounts specified by the Contractholder. The Contractholder may request any one of the following Annuity forms on behalf of a Participant:

- (a) Straight Life Form - This form of Annuity provides payments during the lifetime of the Annuitant. Payments will end with the last payment made on or preceding the Annuitant's date of death.
- (b) Joint and Survivor Form - This form of Annuity provides periodic payments during the joint lifetime of the Annuitant and the survivor Annuitant. Periodic payments to the Annuitant will end with the last periodic payment made pre-ceeding the Annuitant's death. Upon the Annuitant's death, periodic payments in the amount of 50%, 66 2/3%, 75%, or 100% (as elected by the Annuitant) of the periodic payments payable to the Annuitant, will be continued to the survivor Annuitant, if living. Periodic payments will terminate with the last periodic payment made preceding the later of the date of death of the Annuitant and the survivor Annuitant.
- (c) Life With Period Certain Form - This form of Annuity provides payments during the lifetime of the Annuitant. If the death of the Annuitant occurs before the Annuitant has received the specified number of payments (as elected by the Annuitant), the payments remaining will be paid to a Beneficiary designated by the Annuitant. If no Beneficiary has been designated or if the death of the designated Beneficiary occurs before the Annuitant and Beneficiary have received the total number of payments due, the commuted value of the payments remaining will be paid in a single sum. Such payment will be paid to the estate of the last to die of the Annuitant and the designated Beneficiary.

Annuity purchases and Cash Payments may be made on any form mutually agree-able between the Company and the Contractholder, in accordance with the provi-sions of the Plan. The Company will purchase the Annuity or provide the Cash Payment as described in the Processing Annuity Purchases and Processing Cash Payments provisions set forth on the Contract Summary Page.

**ARTICLE V - PAYMENT OF BENEFITS  
(Continued)**

**5.2 PURCHASE AND AMOUNT OF ANNUITY**

The Company will purchase an Annuity by withdrawing the amount to be applied to purchase the Annuity from the Guaranteed Fund.

The amount of the Annuity will be determined by dividing the amount withdrawn, less the amount of state premium tax, if any, by the appropriate purchase rate, which may not be less favorable than the purchase rate determined in accordance with the Purchase Rate Basis set forth on the Contract Summary Page.

If the withdrawal requested plus any applicable expense charges and taxes exceed the amount of the Guaranteed Fund, the amount of the Annuity will be limited to that which can be purchased by the amount of the Guaranteed Fund remaining after with-drawal of any tax or charges specified in Article VI.

**5.3 SMALL ANNUITIES**

If the amount to be applied to purchase an Annuity is less than \$3,500, the Company may, instead of purchasing an Annuity, make a Cash Payment to the Participant, Beneficiary, or Contractholder. The Cash Payment will be equal to the amount to be applied, less any tax or charges specified in Article VI.

DC

**ARTICLE V - PAYMENT OF BENEFITS  
(Continued)****5.4 FACILITY OF PAYMENT**

If any Annuitant is, in the judgment of the Company, legally, physically, or mentally incapable of personally receiving any payment due under this Contract, the Company may make payment or any part thereof to another person, persons, or institutions who, in the opinion of the Company, are then maintaining or have custody of the Annuitant, until claim is made by the duly appointed guardian or other legal representative of the Annuitant. The payment shall constitute a full discharge of the liability of the Company to the extent thereof. Upon notice to the Company of the appointment of a legal guardian or other legal representative, the Company will pay amounts only to the guardian or other legal representative.

**5.5 MISSTATEMENTS AND ADJUSTMENTS**

If the age or any other relevant fact relating to any Annuitant is found to have been misstated, the amount of Annuity payments payable by the Company will be adjusted, unless some other adjustment, satisfactory to the Contractholder and the Company is made. The amount of the adjustment will be made on the basis of the corrected information. The adjustment will be made without changing the date of the first payment. Any adjustment made shall be conclusive on any person affected by the adjustment. The dollar amount of any underpayment made by the Company will be paid in full with the next payment due. The dollar amount of any overpayment by the Company will be deducted to the extent possible from the next payment or payments.

**5.6 CASH PAYMENTS OR LOANS**

The Contractholder may notify the Company in writing that a Cash Payment or loan has become payable, in accordance with the Plan. The Company shall withdraw on a Pro Rata Withdrawal basis the amount payable from the Guaranteed Fund, and shall pay the amount withdrawn to the Participant, Beneficiary, or Contractholder (if a trust), less taxes and applicable charges, in accordance with Article VI. If the Plan provides for employee-directed investments and this Contract is the only investment of the Investment Option, the Pro Rata Withdrawal provision will apply only to Sub-Funds under this Contract. If the Cash Payment results from a termination of the Plan or Reduction in Number of Participants, the amount payable to each affected Participant or to the Contractholder shall be made in accordance with Section 7.1. No loans shall be made after the Transfer Date specified in Article VIII. This Section shall not apply to any payment made for the purpose of reinvestment in accordance with the Plan without the approval of the Company.

**ARTICLE V - PAYMENT OF BENEFITS  
(Continued)**

**5.6 CASH PAYMENTS OR LOANS (Continued)**

If the amount to be withdrawn for the payment of a Cash Payment or loan exceeds the value of the Guaranteed Fund, the payment will be limited to the dollar amount in the Guaranteed Fund less taxes and applicable charges.

**ARTICLE VI - CHARGES****6.1 ADMINISTRATION CHARGE**

In the event that an Administration Charge is due, as set forth on the Contract Summary Page, the Company shall withdraw the amount of the charge from the Guaranteed Fund.

**6.2 CONTRACT CHARGE**

In the event that a Contract Charge is due, as set forth on the Contract Summary Page, the Company shall withdraw the amount of the charge from the Guaranteed Fund.

**6.3 CONTINGENT DEFERRED SALES CHARGE**

The Contingent Deferred Sales Charge Percentage, set forth on the Contract Summary Page, will be applied to reduce the following:

dollar amount of a transfer to a Funding Successor;

Cash Payments to Officers and Owners for in-service with-drawals (except loans, financial hardships of \$50,000 or less taken at least 12 months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition, or upon severance of employment or retirement;

outstanding loan balances of Officers and Owners upon payment of a Cash Payment on or after severance of employment;

Cash Payments resulting from a termination of a Plan or Reduction in Number of Participants.

**6.4 OTHER EXPENSE CHARGES**

For services rendered at the written request of the Contractholder, the Company shall withdraw from the Guaranteed Fund amounts sufficient to reimburse itself for expenses. The amounts shall be determined by the Company in a manner consistent with its general practices for contracts of this class for services it renders with respect to the Plan or Contract.



**ARTICLE VI - CHARGES**  
**(Continued)**

**6.5 OTHER EXPENSE WITHDRAWALS**

The Contractholder may notify the Company in writing that the Plan has incurred an expense and may direct that the amount be paid from the Guaranteed Fund. The Company shall withdraw the amount from the Fund and shall pay the amount to the person or entity specified in the notice.

**6.6 PAYMENT OF CHARGES**

With the agreement of the Company, the Contractholder may elect to pay any charge in accordance with Sections 6.1, 6.2, or 6.4 directly to the Company. In this event, the Company shall notify the Contractholder of the amount of such charge, as of the date such charge would otherwise have been withdrawn from the Guaranteed Fund. If payment of such charge is not received by the Company within thirty-one (31) days after the date of the notice, the amount thereof shall be withdrawn from the Guaranteed Fund.

**6.7 PREMIUM TAX**

The Company shall withdraw from the Guaranteed Fund the amount of any premium tax levied by a state or other government entity in addition to the taxes referred to in Section 5.2.

**ARTICLE VII - PAYMENTS UPON TERMINATION OF PLAN - CONTRACT  
OR REDUCTION IN NUMBER OF PARTICIPANTS****7.1 PAYMENTS UPON TERMINATION OF PLAN OR REDUCTION IN NUMBER  
OF PARTICIPANTS**

In the event that the Contractholder requests a payment from the Contract due to Plan termination, merger of the Plan, or Reduction in Number of Participants, the Contractholder shall give written direction to the Company, in accordance with Section 9.3, to make payments in one of the following manners:

- (a) purchase an Annuity for each affected Participant;
- (b) use all or a portion of the Guaranteed Fund to make Cash Payments to each affected Participant in accordance with Section 5.6. In this event, the Company will pay the market value of the amount withdrawn, less taxes and applicable charges in accordance with Article VI. The market value of the amount withdrawn is equal to the amount withdrawn, increased or decreased by the Market Value Adjustment. The Market Value Adjustment is determined by the Company in accordance with uniform procedures applicable to all contracts of this class;
- (c) use all or a portion of the Guaranteed Fund to make payment to a Funding Successor, in accordance with Section 8.3.

Payments will be made as described in the Processing Payments Upon Plan Termination or Reduction in Number of Participants provision set forth on the Contract Summary Page.

If any amount remains in the Guaranteed Fund after all liabilities of the Plan have been satisfied, the Company will pay the amount to the Contractholder in accordance with Section 8.3. Experience Rate Credits which would otherwise be credited after the Plan is terminated and after the Guaranteed Fund has been exhausted, will be paid to the Contractholder in cash.

**ARTICLE VII - PAYMENTS UPON TERMINATION OF PLAN - CONTRACT  
OR REDUCTION IN NUMBER OF PARTICIPANTS  
(Continued)**

**7.2 TERMINATION OF CONTRACT**

This Contract shall terminate on the date coinciding with:

- (a) the day the Guaranteed Fund is exhausted by withdrawals, or
- (b) the day no further Annuity payments are payable hereunder,

whichever occurs later.

**ARTICLE VIII - TRANSFERS****8.1 NOTICE OF TRANSFER AND TRANSFER PAYMENTS**

The Contractholder may, at any time, give written direction to the Company to make one or more withdrawals from the Guaranteed Fund to provide transfer payments to a Funding Successor.

The first Guaranteed Fund withdrawal will be made on a Transfer Date as described in the Processing Transfers provision set forth on the Contract Summary Page.

**8.2 GUARANTEED FUND WITHDRAWALS AND TRANSFER PAYMENTS**

The Company will make annual withdrawals from the Guaranteed Fund beginning on the Transfer Date and continuing on each anniversary thereof until the Fund is exhausted. The first withdrawal will be equal to the Book Value Transfer Limit reduced by the sum of (a) any amounts exchanged from the Guaranteed Fund to a Companion Contract during the twelve-month period immediately preceding the withdrawal and (b) any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve-month period immediately preceding the withdrawal. Subsequent withdrawals will be equal to the Book Value Transfer Limit reduced by any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve-month period immediately preceding the withdrawal.

Instead of annual withdrawals, the Company may, at its option, make monthly withdrawals in an amount equal to one-twelfth of the annual amounts as described in the paragraph above. The Company may, at any time after the Transfer Date, withdraw the balance of the Guaranteed Fund. In this event, the Contingent Deferred Sales Charge, if any, shall be waived

Each time a withdrawal is made from the Guaranteed Fund, in accordance with this Section, the Company shall make a transfer payment to the Funding Successor in the amount of the withdrawal less taxes and applicable charges in accordance with Article VI.

**8.3 ALTERNATIVE GUARANTEED FUND WITHDRAWAL AND TRANSFER PAYMENT**

Instead of the withdrawals and transfer payments provided in Section 8.2, the Contractholder may direct the Company to withdraw all of the Guaranteed Fund on the Transfer Date.

## ARTICLE VIII - TRANSFERS

**8.3 ALTERNATIVE GUARANTEED FUND WITHDRAWAL AND TRANSFER PAYMENT****(Continued)**

In this event, the Company shall make a transfer payment to the Funding Successor equal to the market value of such amount. The market value of the withdrawal is equal to the amount withdrawn, increased or decreased by the Market Value Adjustment. The Market Value Adjustment is determined by the Company in accordance with uniform procedures applicable to all contracts of this class. The transfer payment shall be reduced by taxes and applicable charges in accordance with Article VI.

Upon receipt of written request, the Company shall furnish the Market Value Adjustment formula to the Contractholder.

**8.4 INTEREST AFTER TRANSFER DATE**

On the Transfer Date, Section 2.3 will become inoperative. During each Contract Year thereafter, the Guaranteed Fund will be credited daily with an effective annual rate of interest equal to (a) minus (b) where:

- (a) is three times the Interest Rate last in effect; and
- (b) is two times the market interest rate available to the Company on investments for this class of contracts on the date that notice of transfer is received by the Company.

For purposes of this Section, the Interest Rate will be the current rate or the rate in effect thirty (30) days prior to the date that notice of transfer is received, whichever is greater.

In the event there are multiple Sub-Funds, an average Interest Rate will be determined by multiplying the amount of each Sub-Fund as of the Transfer Date by the Interest Rate, summing these amounts, and dividing this sum by the amount of the Guaranteed Fund as of the Transfer Date.

Upon receipt of written request, the Company shall furnish an explanation of the formula described in (a) and (b) and of the bond index used to forecast the interest rate described in (b).

**ARTICLE IX - GENERAL PROVISIONS****9.1 GUARANTEES AND CHANGE OF CONTRACT**

The Company guarantees that the Contingent Deferred Sales Charge Percentage set forth on the Contract Summary Page will not be changed during the term of this Contract.

The Company guarantees that the Interest Rate will not be changed before the end of the period for which the Interest Rate is set forth on the Contract Summary Page. Prior to the expiration of the guarantee, the Company shall provide written notice to the Contractholder of the new interest rate.

The Company guarantees to credit interest to the Guaranteed Fund in accordance with the formula described in Section 8.4 during the transfer payment period.

The Company reserves the right to change all other provisions of this Contract as of the second Contract Anniversary, and at any time thereafter, by giving notice to the Contractholder not less than ninety (90) days before the effective date of the change.

Any portion of this Contract added or changed will be guaranteed by the Company for one year against subsequent change.

Notwithstanding the other provisions of this Section, the Company may amend the Contract when, in the opinion of the Company, an amendment is necessary to protect the Company from adverse financial impact due to any amendment to or modification of the Plan, changes in the administrative practices adhered to by the Plan, changes in Investment Options offered by the Plan, or the action of any legislative, judiciary, or regulatory body, which impact the Contract.

This Contract may also be changed in any respect, at any time, by written agreement between the Contractholder and the Company.

No change will adversely affect the rights of any Participant with respect to an Annuity purchased before the effective date of the change unless:

- (a) the change is required by a governmental agency, or
- (b) the consent of each Participant in interest is obtained.

**ARTICLE IX - GENERAL PROVISIONS**  
**(Continued)**

**9.1 GUARANTEES AND CHANGE OF CONTRACT (Continued)**

No agent or other person except an officer of the Company or other Home Office official to whom authority has been delegated has authority to change this Contract, to extend the times for payment of Deposits, to waive any charges, or to bind the Company by making any promise, representation or by giving any information. Any change, extension, waiver, promise, or representation shall not be construed as authority, or act as a precedent, for the same or similar act performed by the Company on another occasion.

**9.2 CONTRACTHOLDER**

The Contractholder shall be the representative under this Contract of each Employer. The Contractholder may appoint an authorized representative. The authorized representative must be mutually agreeable to both the Company and the Contractholder. The Company will deal only with the Contractholder or its authorized representative. The Company shall be entitled to rely on any action taken or omitted by the Contractholder or its authorized representative pursuant to the terms of this Contract. For purposes of this Article, Contractholder shall mean the Contractholder or its authorized representative.

**9.3 COMMUNICATION AND NOTIFICATION**

All communications to the Contractholder or to the Company, as required under this Contract, shall be in writing. The written communication shall be addressed to the Contractholder at its principal office or to the Company at its Home Office. The Contractholder shall notify the Company of the following events thirty (30) days prior to the effective date of the event:

- (a) amendment or modification of the Plan;
- (b) change in the administrative practices adhered to by the Plan;
- (c) change in the Investment Options offered by the Plan;
- (d) Reduction in Number of Participants;
- (e) Plan termination; or
- (f) merger with another Plan for all or a class of Participants.

The Contractholder shall notify the Company of a merger, consolidation, or reorganization by the Employer within thirty (30) days after the effective date of the event.

**ARTICLE IX - GENERAL PROVISIONS**  
**(Continued)**

**9.4 PLACE OF PAYMENT--CURRENCY**

All Deposits and other amounts payable by the Contractholder shall be payable to the Company at its Home Office. All payments by the Company under this Contract shall be payable at its Home Office, except where payment at any other place is required by an applicable law.

All monies payable under this Contract, whether to or by the Company, shall be in lawful money of the United States of America.

**9.5 CERTIFICATES**

The Company will issue an Annuity certificate to each person for whom an Annuity is purchased under this Contract as of the date the first payment is made. In addition, if any applicable law requires, the Company will issue a descriptive certificate to the Contractholder for delivery to each Participant. Each descriptive certificate will describe the benefits to which the person or Participant is entitled under this Contract.

**9.6 BENEFICIARY--SETTLEMENT OPTIONS**

If this Contract provides for payment of any amount or amounts after the death of an Annuitant to a person other than a survivor Annuitant, payment shall be made to a Beneficiary designated by such Annuitant. An Annuitant may change a Beneficiary previously designated.

Any designation or change shall be made by filing a request with the Company on a form satisfactory to it, and shall become effective when entered upon the records of the Company. After any such designation or change is entered, it shall relate back and take effect as of the date of the request, but without prejudice to the Company on account of any payments made by it before receipt of such request.

The interest of any Beneficiary shall cease upon death, unless the Annuitant has directed otherwise. If there is no designated Beneficiary to receive any amount which becomes payable to a Beneficiary, the amount shall be payable to the estate of the last to die of the Annuitant and the Beneficiary.

The Company, in determining the existence, ages, or any other facts relating to any persons designated as Beneficiaries, either as a class or otherwise, may rely solely on any affidavit or other evidence deemed satisfactory by it, and each and every payment made by it in reliance thereon will, to the extent of such payment, be a valid discharge of its obligation under this Contract.



**ARTICLE IX - GENERAL PROVISIONS**  
**(Continued)**

**9.6 BENEFICIARY--SETTLEMENT OPTIONS (Continued)**

If any payments other than a single sum become payable to one or more Beneficiaries, and if the monthly amount of the payments payable to any Beneficiary is less than \$20, or if the Beneficiary is other than a natural person receiving payments in its own right, the Company may, instead of making the payments, pay the commuted value thereof in full settlement of its liability for such payments.

If at any time the amount that would be payable in a single sum to the Beneficiary, if such Annuitant were to die at that time, exceeds \$3,500, the Annuitant and the Company may arrange, by mutual agreement, a mode of settlement other than payment in a single sum. If no mode of settlement has been arranged before the death of an Annuitant, the Beneficiary and the Company may then mutually agree upon a mode of settlement for the benefit of the Beneficiary other than payment in a single sum.

**9.7 EXPERIENCE RATE CREDITS**

This Contract will be experience rated each calendar year by application of the Company's experience rating plan in force during such year. Any experience rate credit which may arise through such application will be credited to the Guaranteed Fund, except as provided in Section 7.1.

**9.8 ASSIGNMENT**

Except insofar as may be contrary to any applicable laws, all Benefit Payments under this Contract are not assignable and are not subject to the claims of any creditor.

**9.9 INFORMATION--RECORDS**

The Contractholder shall furnish all information which the Company may reasonably require for the administration of this Contract. If the Contractholder cannot furnish this information, the Company may request the person concerned to furnish such information. The Company will not be liable for the fulfillment of any obligations until it receives all requested information in a form satisfactory to it.

**ARTICLE IX - GENERAL PROVISIONS  
(Continued)**

**9.10 ENTIRE CONTRACT--CONSTRUCTION**

This document, together with the attached Application, constitute the entire Contract.

This Contract will be construed according to the laws of the jurisdiction set forth on the cover page of this document.

**NATIONWIDE LIFE INSURANCE COMPANY  
10 W NATIONWIDE BLVD  
COLUMBUS, OH 43215**

**Endorsement**

**To Group Fixed Annuity Contract**

This Endorsement is made part of the Contract to which it is attached. This Endorsement replaces all prior Endorsements to the Contract as they relate to the Minimum Nonforfeiture Value(s) and Minimum Nonforfeiture Rate(s). To the extent any provision or term in this Endorsement is inconsistent or conflicts with a provision or term in the Contract, the provision or term in the Endorsement shall control. Non-defined terms shall have the meaning given to them in the Contract.

The terms and conditions of this endorsement only apply to Contracts issued to fund 403(b) plans or 457 deferred compensation plans.

The Contract is hereby amended with the addition of the following.

**Article I - Definitions**

*The following definitions are added to the Contract:*

**Minimum Annual Interest Rate(s)** - The minimum guaranteed interest rate(s) to be credited to the Guaranteed Fund. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the monthly 5-year Constant Maturity Treasury rate for the first month of the calendar quarter preceding the calendar quarter which includes the Issue Date of Contract or the Redetermination Date, rounded to the nearest 0.05%, minus 1.25%.

**Redetermination Date** - The date, every Contract Anniversary following the Issue Date of Contract, the Minimum Annual Interest Rate is recalculated.

**Article II – Guaranteed Fund**

*The following is added to Section 2.3 (Interest Credits) of the Contract:*

The interest rate credited to the Guaranteed Fund will be at least the Minimum Annual Interest Rate.

**Article VII - Payments Upon Termination of Plan - Contract or Reduction in Number of Participants**

*The following is added to Section 7.2 (Termination of Contract) of the Contract:*

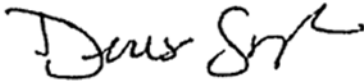
In no case shall the amounts paid under this section that are subject to a market value adjustment be less than the account value of the Guaranteed Fund.

**Article VIII - Transfers**

*The following is added to Section 8.3 (Alternative Guaranteed Fund Withdrawal and Transfer Payment) of the Contract:*

In no case shall the transfer payment to the Funding Successor be less than the account value of the Guaranteed Fund.

Executed for Nationwide by:



Secretary



President

Nationwide Investment Advisors, LLC

Nationwide ProAccount®- Plan Sponsor Agreement (“Agreement”)

Plan: Magnolia Public Schools 403(b) Plan (the “Plan”)

Plan Sponsor: Magnolia Public Schools (the “Plan Sponsor”)

The foregoing Plan Sponsor has entered into a Group Annuity Contract with Nationwide Life Insurance Company (“Nationwide Life”) or a Program Agreement with Nationwide Trust Company, FSB (“Nationwide Trust”) to make available a number of investment options for inclusion in the Plan (collectively, the “Nationwide Retirement Program”). Nationwide Investment Advisors, LLC (“NIA”), is an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission (“SEC”) under the Investment Adviser’s Act of 1940 (“Advisers Act”) and an affiliate of Nationwide Trust and Nationwide Life. On behalf of the Plan, the Plan Sponsor desires to appoint NIA as an authorized provider of investment advisory services to eligible participants in the Plan (“Plan Participants”) who desire those services for their self-directed retirement plan accounts within the Plan (each a “Plan Participant Account” and collectively, the “Plan Participant Accounts”). NIA offers Plan Participant level investment advisory services (“ProAccount”) through an investment process developed and maintained by an independent financial expert (“IFE”) selected and retained by NIA. To participate in ProAccount, Plan Participants must enter into an investment advisory agreement with NIA and complete the ProAccount Acknowledgment and Questionnaire.

On behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through ProAccount to those eligible Plan Participants who choose to enter into an investment advisory agreement with NIA.

The Plan Sponsor hereby authorizes each such Plan Participant’s self-direction of their Plan Participant Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA.

The Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan (“Plan Documents”) and that the investments and investment strategies proposed by NIA through ProAccount are consistent with the Investment Policy of the Plan. The Plan Sponsor acknowledges that NIA, Nationwide Life, and Nationwide Trust are affiliates;

In consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

#### **I. APPOINTMENT OF INVESTMENT ADVISOR**

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA’s authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement.

#### **II. DESCRIPTION OF PROACCOUNT**

Under ProAccount, the IFE develops and maintains managed account portfolios (“Portfolios”) based on the investment options offered through the Nationwide Retirement Program. In order for a Plan Participant’s assets to be eligible for management under ProAccount, they must be invested

in mutual funds, variable insurance sub-accounts, certain fixed group annuity contracts, stable value accounts or other eligible investments as determined by the IFE at the time a Plan Participant is enrolled in ProAccount (“ProAccount Investments”). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. In the event Investments chosen by the IFE for ProAccount are not offered through the Plan, you hereby authorize and direct NIA to add such Investments, to the extent directed by the IFE, as investment options for those Plan Participants who have elected ProAccount. In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and participant allocations to certain fixed group annuity contracts (collectively, “Non-ProAccount Investments”), which will not be considered by the IFE in its development of Portfolios. Consistent with the Department of Labor’s guidance on the requirements of Qualified Default Investment Alternatives under the Pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

If you have directed ProAccount to be the QDIA/default investment alternative, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participants’ age. When used as a QDIA/default, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis.

The Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for inclusion in ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan Sponsor.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants in connection with ProAccount is limited to the advice provided with respect to the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement, in its sole discretion.

By allowing ProAccount to be offered to the Plan, you are naming NIA as an authorized provider of Plan Participant level investment advisory services to eligible Plan Participants who select ProAccount.

### **III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR**

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA’s rights or duties to the Plan or Plan Participants and acknowledges that such change will bind NIA only to the extent NIA has agreed in writing.

The Plan Sponsor represents that (1) NIA’s investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA’s appointment is, in compliance with all applicable federal and state laws, rules and regulations.

### **IV. OBLIGATIONS AND REPRESENTATIONS OF NIA**

NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision

of services described in this Agreement). NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto. NIA will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and that each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Non-ProAccount Plan assets. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of ProAccount Investments.

#### **V. ADVICE PROGRAM FEES**

In consideration of ProAccount services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant an annual ProAccount fee of 0.60% ("ProAccount Fee"), as provided in the separately executed Schedule of Fees. The ProAccount Fee is in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts.

ProAccount may be offered to certain retirement plan participants through an arrangement with an endorser, which may provide non-advisory services in connection with ProAccount. The endorser is not authorized to make changes to this Agreement or provide investment advice on behalf of NIA. To the extent applicable, additional information about this arrangement is provided to Plan Participants in a separate Endorsement Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment manager. The IFE's fees for services provided in connection with ProAccount are not based on the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, please consult the individual fund prospectus or other investment option disclosure material.

## **VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT**

### **Indemnification and Limitation of Liability**

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

The Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent. If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

### **Risk Acknowledgment**

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. Investing through ProAccount, does not guarantee a profit or eliminate market or investment risk. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of ProAccount Investments, either individually or collectively, is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA is based upon a number of factors, including the information you or Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the ProAccount Investments of Plan Participant Accounts and may not be applied to any other assets a Plan Participant may own.

## **VII. CONFIDENTIALITY**

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information



about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. Each party acknowledges and agrees that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it, or its Authorized Representative, is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or Plan Sponsor provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.

#### **VIII. TERM OF AGREEMENT**

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. In the event NIA terminates its relationship with the current IFE and does not designate a successor IFE, this Agreement shall terminate upon written notice from NIA. This Agreement shall also automatically terminate upon the Plan's termination of its participation in the Nationwide Retirement Program. The Plan Sponsor understands that upon termination of this Agreement, the Plan Participant Accounts will remain invested in the ProAccount Investments last allocated by NIA until the Plan Participants initiate changes to those investment allocations.

#### **IX. MISCELLANEOUS**

##### **Notices**

Any notice, instruction and/or other communication contemplated by this Agreement must be in writing and delivered by U.S. mail, overnight courier, electronic, facsimile or other method agreed upon by the parties, in each case prepaid as applicable. All such communications shall be addressed to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC  
Attn: Nationwide ProAccount  
PO Box 183192, Mail Stop 5-05-201J  
Columbus, Ohio 43218-3192

Phone: 888-540-2896

Fax: 855-435-1863

Email: [proacct@nationwide.com](mailto:proacct@nationwide.com)

Notices will be deemed given upon dispatch.

##### **Disclosure Documents**

As an SEC registered investment adviser, NIA provides its Privacy Policy and Form ADV Parts 2A and 2B ("Form ADV") before or at the time you enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information about the advice the IFE will provide, and NIA will deliver, in addition to important information regarding the fees, risks and expenses associated with ProAccount.

The Plan Sponsor acknowledges having received and reviewed these documents upon entering into this Agreement and understand that a current version of Form ADV is available free of charge online at [nationwide.com/proaccountadv](http://nationwide.com/proaccountadv) or by calling Nationwide at 800-772-2182.

### **Entire Agreement; Amendment**

This Agreement, together with all contemporaneous Exhibits, including the separately executed Schedule of Fees, constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

### **Headings**

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

### **Waiver**

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

### **Survival**

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability and Risk Acknowledgment" and "Confidentiality", which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

### **Assignment**

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

### **Force Majeure**

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

### **Severability**

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws provisions thereof. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC or the Code, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has signed this Agreement as of the date set forth below.

Plan: Magnolia Public Schools 403(b) Plan

---

By: (signature)



Title:

---

Print Name:

---

Plan Address: 250 E 1st Street #1500  
Los Angeles CA 90012

---

Plan Contact/Telephone: 213-628-3634

---

Date:

---



## Fee Disclosure and Description Guide

Nationwide ProAccount®

Nationwide Investment Advisors, LLC

Page 1 of 1

This disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

---

**Item:** Services

**Location:** Section II of the Plan Sponsor Agreement

**Description:** Nationwide ProAccount (“ProAccount”) is a discretionary managed account service offered by Nationwide Investment Advisors, LLC (“NIA”) for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert. To participate in ProAccount, plan participants must enter into an investment advisory agreement with NIA and complete a ProAccount questionnaire.

---

**Item:** Status

**Location:** Section IV of the Plan Sponsor Agreement (Section V – Auto enrollment version only)

**Description:** NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement).

---

**Item:** Direct Compensation

**Location:** Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)

**Description:** NIA receives an annual ProAccount fee of up to 1.00% (“ProAccount Fee”).

---

**Item:** Indirect Compensation

**Location:** N/A

**Description:** NIA does not receive indirect compensation in connection with ProAccount.

---

**Item:** Compensation Paid Among Related Parties

**Location:** N/A

**Description:** Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan’s investment.

---

**Item:** Compensation for Termination of Contract or Arrangement

**Location:** Section VIII of the Plan Sponsor Agreement – Termination (Section IX – Auto enrollment version only) Section V of the Plan Sponsor Agreement – Fee deduction (Section VI – Auto enrollment version only)

**Description:** There is no termination fee. If a plan participant terminates ProAccount mid-quarter, the prorated ProAccount Fee will be assessed and deducted up to the point of termination.

---

**Item:** Manner of Receipt of Compensation

**Location:** Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)

**Description:** The ProAccount Fee is calculated daily based on the plan participant’s daily balance and withdrawn quarterly in accordance with each plan participant’s investment advisory agreement with NIA.

---

This material is not a recommendation to buy, sell, hold, or rollover any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.



Plan: Magnolia Public Schools 403(b) Plan (the "Plan")

Plan Sponsor: Magnolia Public Schools (the "Plan Sponsor")

This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC (the "Agreement"). Terms used in this Schedule of Fees and not defined herein will have the meanings ascribed to them in the Agreement.

Affiliated Funds

"Affiliated Funds" are mutual funds for which Nationwide Investment Advisors, LLC ("NIA") or an affiliate acts as an investment adviser. With respect to the investment of Plan Participant Accounts in Affiliated Funds, NIA represents that it will comply with the requirements of the Department of Labor's Advisory Opinion 2001-09A by utilizing managed account portfolios developed and maintained by an independent financial expert selected and retained by NIA. Nationwide Trust Company, FSB, and Nationwide Life Insurance Company neither endorse nor encourage the use of Affiliated Funds and have not undertaken any investment review or evaluation of any Affiliated Fund. The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Funds and approves the following fee structure for ProAccount.

ProAccount Fees

- With respect to the management of Plan Participant Accounts through ProAccount, including any investment in Affiliated Funds, the parties hereto acknowledge that the Plan Sponsor agrees to a total ProAccount Fee of 0.60% per annum, payable to NIA. The ProAccount Fee shall be calculated daily based on the market value of each Plan Participant's ProAccount Investments and paid quarterly, in arrears, with adjustments made based on partial quarters.
The parties further acknowledge that NIA and/or its affiliates will pay the administrator of record on the Plan 0% per annum for administrative services in support of ProAccount. This fee is payable out of the ProAccount Fee, and neither the Plan Sponsor nor Plan Participants shall be separately responsible for its payment.

Magnolia Public Schools

National Benefit Services LLC

Signature [Signature Line] Plan Sponsor Signature

Signature [Signature Line] Administration Firm Signature

Print Name

Print Name

Title

Title

Date

[Signature Line]

**Nationwide<sup>®</sup> Trust Company, FSB**  
**Disclosure Statement**

The following disclosure is provided so that the Plan Sponsor may fully understand the financial interest of the Financial Advisor(s) in the sale of Nationwide<sup>®</sup> Life Insurance Company contracts and Nationwide<sup>®</sup> Trust Company, FSB programs and services to the Plan (herein referred to as the Transaction).

**PART I DISCLOSURE**

A. Name of Plan:

Magnolia Public Schools

B. Firm Name:

Securian Financial Services, Inc.

C. Name of Financial Advisor(s):

Joseph G Fay Jr.

D. Name of Administration Firm:

NATIONAL BENEFIT SERVICES, LLC

E. Program/Contract:

Nationwide Retirement Flexible Advantage  
Retirement Advisor Fixed Contract

F. Affiliation of Financial Advisor(s) with Nationwide<sup>®</sup> Life Insurance Company and Nationwide<sup>®</sup> Trust Company, FSB:  
None.

There are no limitations in the ability of the Financial Advisor(s) to recommend life and annuity contracts of other insurance companies by reason of any agreement with Nationwide<sup>®</sup> Insurance Company.



G. Commission paid to Financial Advisor(s):

**Nationwide Retirement Flexible Advantage**

<u>PROGRAM YEAR</u>	<u>ON ALL TRANSFERS</u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	0.00%	0.00%	0.55%
2	0.00%	0.00%	0.55%
3	0.00%	0.00%	0.55%
4	0.00%	0.00%	0.55%
5	0.00%	0.00%	0.55%
6	0.00%	0.00%	0.55%
7	0.00%	0.00%	0.55%
8	0.00%	0.00%	0.55%
9	0.00%	0.00%	0.55%
10 and later	0.00%	0.00%	0.55%

**Retirement Advisor Fixed Contract**

<u>CONTRACT YEAR</u>	<u>ON ALL TRANSFERS</u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	0.00%	0.00%	0.55%
2	0.00%	0.00%	0.55%
3	0.00%	0.00%	0.55%
4	0.00%	0.00%	0.55%
5	0.00%	0.00%	0.55%
6	0.00%	0.00%	0.55%
7	0.00%	0.00%	0.55%
8	0.00%	0.00%	0.55%
9	0.00%	0.00%	0.55%
10 and later	0.00%	0.00%	0.55%

H. Administrative Service Fee Paid to Administration Firm:

**Nationwide Retirement Flexible Advantage**  
**AND**  
**Retirement Advisor Fixed Contract**

<u>PROGRAM YEAR</u>		<u>ON ALL TRANSFERS<sup>†</sup></u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	On the first \$100,000	0.00%	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%	0.00%
2 and Later	On the first \$100,000	0.00%	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%	0.00%

<sup>†</sup> Transfers do not include internal transfers and therefore the payment schedule does not apply to these transactions.

Nationwide pays fees to the Administration Firm for performing certain administrative services which may include, but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions, training Financial Advisor(s), and communicating with Plan Sponsors and/or Participants. These fees may be offset by certain fees paid by the Administration Firm to Nationwide.

I. Charges:

All Program and Contract charges are disclosed in the Contract proposal, in the Program Agreement and/or prospectus or Declaration of Trusts delivered to the Plan Sponsor.

Financial Advisor Signature	<i>Financial DfcZ/gg]cbU</i>	Date
Administration Firm Signature	<i>Administration Firm Signature</i>	Date

**PART II ACKNOWLEDGEMENT AND APPROVAL BY PLAN SPONSOR**

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor



and/or Administration Firm for their services provided to the Plan and have determined that the compensation being paid is reasonable.

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor for his/her services provided to the Plan and have determined that the compensation being paid is reasonable.

I am not affiliated with the Financial Advisor(s) or with Nationwide<sup>®</sup> Life Insurance Company or Nationwide<sup>®</sup> Trust Company, FSB. I will receive no compensation, directly or indirectly, in connection with the above Transaction.

I have authority to, and hereby approve the above Transaction, on behalf of the Plan.

\_\_\_\_\_  \_\_\_\_\_  
Plan Sponsor Signature Date

**COMPENSATION PAGE: VARIABLE CONTRACT/PROGRAM COMPENSATION INFORMATION**  
**Nationwide Retirement Flexible Advantage**

Compensation  
Table Number : 400 Table Type : B9 Table Year of Entry : 01  
Add-On Trailer : 0.55%  
Is an Expense Credit Applicable? : N

---

Compensation Share Information:	Commission Share %	Trailer Share %	Add-On Trailer Share %
<b>Sales Representative</b> Joseph G Fay Jr.	100%	100%	100%
<b>Broker/Dealer Firm or Agency:</b> Securian Financial Services, Inc.			

**COMPENSATION PAGE: FIXED CONTRACT COMPENSATION INFORMATION**  
**Retirement Advisor Fixed Contract**

Compensation  
Table Number : 400 Table Type : B9 Table Year of Entry : 01  
Add-On Trailer : 0.55%  
Is an Expense Credit Applicable? : N

---

Compensation Share Information:	Commission Share %	Trailer Share %	Add-On Trailer Share %
<b>Sales Representative</b> Joseph G Fay Jr.	100%	100%	100%
<b>Broker/Dealer Firm or Agency:</b> Securian Financial Services, Inc.			

*All selected contracts/programs will be companioned.*

---



## Plan Sponsor Questionnaire

### Private Sector Operations

Page 1 of 2

Phone: 800-548-6436 • Fax: 877-634-0157 • nationwide.com

#### Plan information

Plan ID: \_\_\_\_\_ Plan Name: \_\_\_\_\_

#### Questionnaire

##### Have you had a face to face meeting with your financial professional?

 Yes  No

If a face to face meeting has not occurred, please explain the relationship between you and your financial professional:

---



---

##### Fiduciary Responsibility:

Is there currently or has there ever been any pending litigation against one of the fiduciaries responsible for the Plan?

 Yes  No

Has the Department of Labor noted any wrong doings or potential violations of any fiduciaries of the Plan?

 Yes  No

Is there any information Nationwide should be aware of before they agree to serve as Trustee or Custodian of this Plan?

 Yes  No

If Yes is indicated to any of the above Fiduciary questions, please briefly explain in the space below:

---



---



---

#### Payment Method

##### Payroll Information:

Payroll vendor:  In House  Other: \_\_\_\_\_

Payroll Frequency (if multiple schedules, select all that apply):  Weekly  Bi-Weekly  Semi-Monthly  Monthly

Next pay date: \_\_\_\_\_

##### HR Contact/Additional Contact:

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

##### Please elect how you would like to fund contributions to Nationwide:

 Check  Wire OR  ACH\*

\*If electing ACH please complete the following information:

##### Bank Information and Authorization to set up ACH for contributions:

##### What you need to know

By signing this form (this "Authorization"), you, as Plan Sponsor and on behalf of the Plan, authorize Nationwide Mutual Insurance Company, Nationwide Trust Company, FSB, Nationwide Life Insurance Company, or any of its affiliates (collectively, "Nationwide") to initiate recurring debits to the Plan's bank account referenced below. This Authorization also allows Nationwide to make one or more deposits or withdrawals (via ACH debit and/or credit) to the Plan's bank account for any contribution, refund, credit, payment or other amount that may now or at any time be due or owed between the Plan and Nationwide. This Authorization will remain in effect until the Plan delivers written notice of revocation to Nationwide at least 15 days prior to the next authorized transaction's due date.

**Payment Method (cont.)**

**Acknowledgment and Agreement**

Each of Nationwide and the Plan agrees to be bound by Nacha Operating Rules and acknowledges that the origination of ACH transactions to the account referenced below must comply with applicable U.S. law. If any ACH debit is rejected for Non-Sufficient Funds (NSF), the Plan agrees that Nationwide may, at its discretion, attempt to process the debit again within 30 days, and further agrees that Nationwide may process a one-time ACH debit for a NSF fee, in an amount permitted by law for each debit returned, each of which will be initiated as a separate ACH transaction to the Plan's same business bank account. Both parties agree this Authorization constitutes authorization to debit and credit Plan's bank account identified below, and the Plan agrees not to dispute any transactions with its bank provided said transaction conforms to the terms of this Authorization. The Plan certifies that the business bank account above is enabled for ACH transactions and agrees to reimburse Nationwide for all penalties and fees incurred should the Plan's bank reject ACH debits or credits as a result of the account not being properly configured for ACH transactions.

**What you need to do**

I authorize Nationwide to initiate ACH debits and credits to the bank account indicated below, provided each transaction is initiated according to the terms of this Authorization. I certify that I am the Plan Sponsor and that I have the authority to provide this Authorization on the Plan's behalf. The Plan Sponsor and Plan agrees to provide Nationwide, at its request, a evidence deemed appropriate by Nationwide, authorizing me, or evidencing my authority, to sign and act on behalf of the Plan.

Name (please Print): \_\_\_\_\_

Plan Sponsor Signature

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Bank Name \_\_\_\_\_

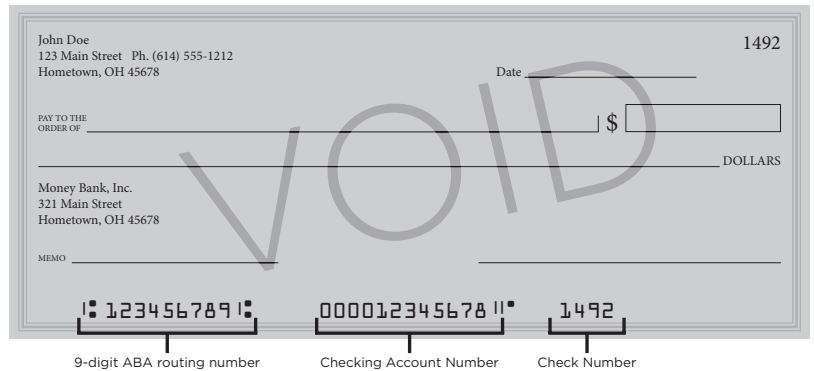
Name on Account \_\_\_\_\_

ABA (routing) Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Type:  Checking  Savings

NOTE: If left blank, we will default to checking.





# Employee Notice Delivery Election Form

Private Sector Operations

Please Complete

## 1. Purpose

Employee Notice Delivery is an optional service that allows Nationwide to provide eligible employees with required notices through electronic or hard copy delivery as opted in by the Plan Sponsor.

## 2. Case Information

Case Number: \_\_\_\_\_ Case Name: \_\_\_\_\_

## 3. Delivery Method (select one)

**1. eDelivery** - Submission of employee email addresses will be required via census upload. All notices will be sent electronically based on the census data provided. Undeliverable emails will be automatically reported to the Plan Sponsor/employer who will take responsibility for distributing notices to those eligible employees unless otherwise indicated below.

### A. Indicate where to send the eDelivery:

- Use the employer email address uploaded via a census file from the employer
- Use both the employer provided and employee provided email address that is elected by the employee when setting up their web profile

### B. Handling of undeliverable notices:

- Delegate the handling of undeliverable emails to Nationwide. Nationwide will monitor for undeliverable email and send the notifications via U.S. mail to the employees' home address on file. Notices will be printed in black and white, double sided. Any costs associated with the mailing will be paid in the manner elected in the Payment Method Section below.

**2. Hard Copy Mailing** - Submission of employee mailing addresses - will be required via census file upload. All notices will be sent via US mail based on the census data provided. Any costs associated with the mailing will be paid in the manner elected in the Payment Method Section below.

- Print notices in black and white, double sided (default if no selection is made)
- Print notices in color, single sided

**3. Bulk Mailing** - Notices are mailed in bulk to the Plan Sponsor. Any costs associated with the mailing will be paid in the manner elected in the Payment Method section below.

- Print notices in black and white, double sided (default if no selection is made)
- Print notices in color, single sided

## 4. Payment Method

This section is not applicable if selecting eDelivery and the Plan Sponsor is responsible for distributing undeliverable emails.

Billing Contact Email Address: \_\_\_\_\_

Any documents mailed in addition to what's listed below will be billed as follows:

- Send a quarterly invoice\* to the Plan Sponsor.
- Send a quarterly invoice\* to the Third Party Administrator.

\*If the invoice is unpaid after 60 days, Nationwide reserves the right to deduct the amount due from plan assets and terminate this agreement.

## 5. Description of Notices

Annual notices will be sent between 30 and 90 days before your plan year end. This form must be submitted 60 days prior to the plan year end to ensure notices are delivered for the current plan year.

**NOTE:** Nationwide may combine notices in the same correspondence when feasible.

### Annual/Quarterly Notices

- 404(a)(5) Fee Disclosure
- Safe Harbor Notice - if applicable
- Auto Enrollment and/or Qualified Default Investment Alternative (QDIA) - if applicable
- IRON Financial Notices - if applicable

### One-Time Notices

- Blackout Notice
- New Business Fund Mapping Notice

### Investment/Plan Fee Change Notices

- 404(a)(5) Fee Disclosure
- Fund Change Notice\*
- Plan Fee Change Notice

**Summary Annual Report, Summary Plan Description, and Summary of Material Modifications** - can be sent upon request

\*Nationwide will deliver the advance notification of fund changes to employees 30 days in advance, or as early as administratively feasible, for fund changes initiated by the Fund House using the means identified in Section 3.

**6. Roles & Responsibilities**

**Plan Sponsor Responsibility**

1. For New Business - Provide current census information to Nationwide including Social Security Number, first and last name and mailing address and email address (if utilizing eDelivery) for all eligible employees and/or beneficiaries, as applicable within a reasonable time period prior to when the notices are required to be delivered.
2. Monitor employee census information changes and provide all updates to Nationwide in a prompt manner to ensure the most current census information is on file at the time of notification.
3. Verify the accuracy of census data and the content of notices provided to Nationwide. Nationwide has no duty to inquire on the accuracy of the data submitted to Nationwide.
4. If the Administrator elects not to participate in this service agreement, assume the responsibilities of the Administration Firm as outlined below, including emailing all notices to Nationwide.
5. Initial notices required to be provided when an employee becomes eligible are the responsibility of the Plan Sponsor.
6. The Plan Sponsor remains responsible for the timely delivery of notices for any inaccurate, missing, incomplete or untimely census information.

**Administration Firm Responsibility**

1. At least 5 days prior to the send date, review, update and, if applicable upload or email all notices or disclosures to Nationwide.

**Nationwide Responsibility**

1. If the Plan Sponsor has elected annual notice delivery, notices will be sent between 30 and 90 days before the plan year end.
2. Notify Plan Sponsor/employer of unsuccessful delivery notifications due to an invalid email or mailing address.
3. If eDelivery is chosen and Nationwide is asked to handle undeliverable email, Nationwide will monitor for undeliverable email and deliver the notifications via U.S. Mail to the employee's home address on file.
4. If US mail is returned to Nationwide, we will attempt to identify a new address and resend the document. Plan Sponsor or Administration Firm will be notified of all returned mail.

**Termination of Service**

1. Nationwide reserves the right to terminate this service at any time by providing written notice to the Plan Sponsor.
2. Plan Sponsor has the right to terminate this service at any time by providing written notice to Nationwide.
3. Upon termination of the notice delivery service by either the Plan Sponsor or Nationwide, the responsibility for delivery of all notices covered by this Agreement will immediately become the responsibility of the Plan Sponsor.

**7. Authorization**

**Plan Sponsor:**

By signing below, the Plan Sponsor hereby delegates the delivery of the above notices to Nationwide as elected above. The Plan Sponsor acknowledges they have read, agree and accept the terms of the Plan Sponsor responsibilities as outlined above. By having the Administration firm execute this form, the Plan Sponsor delegates the Administration Firm responsibilities to the administration firm named below. The individual signing this form acknowledges that they are authorized to sign on behalf of the Plan Sponsor for this service.

Signature: \_\_\_\_\_  Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Email Address - Plan Contact(s) to receive correspondence: \_\_\_\_\_

**Administration Firm:**

By signing below, the Administration Firm acknowledges that they have read and agree to the terms, and accept their appointment. The individual signing this form acknowledges that they are authorized to sign on behalf of the Administration Firm.

Signature: \_\_\_\_\_  Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Email Address - Plan Contact(s) to receive correspondence: \_\_\_\_\_

**Nationwide:**

By signing below, Nationwide agrees to accept the responsibilities outlined above.

Signature: Catherine Moore Date: \_\_\_\_\_

Name (please print): Catherine Moore

**Price Estimate for US Mail****Notices with Summary Plan Description - \$4.76 per address**

- 404(a)(5) Fee Disclosure (16 pages)
- Auto Enrollment and/or QDIA (2 pages)
- Safe Harbor (4 pages)
- Summary Plan Description (25 pages)

<b>Assumptions:</b> • Black & White • Double sided • Not stapled • Includes 100 addresses	<b>Total Cost (100 addresses)</b>	<b>Cost Per Address</b>
Document Costs	\$187.00	\$1.87
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$230.00	\$2.30
Total Estimated Cost (Pre-Tax)	\$432.45	\$4.32
Estimated Tax	\$43.24	\$0.43
<b>Total Estimated Cost (including tax)</b>	<b>\$475.69</b>	<b>\$4.76</b>

**Notices with Summary Plan Description - \$9.07 per address**

- 404(a)(5) Fee Disclosure (16 pages)
- Auto Enrollment and/or QDIA (2 pages)
- Safe Harbor (4 pages)
- Summary Plan Description (25 pages)

<b>Assumptions:</b> • Color • Single sided • Not stapled • Includes 100 addresses	<b>Total Cost (100 addresses)</b>	<b>Cost Per Address</b>
Document Costs	\$579.00	\$5.79
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$230.00	\$2.30
Total Estimated Cost (Pre-Tax)	\$824.45	\$8.24
Estimated Tax	\$82.45	\$0.82
<b>Total Estimated Cost (including tax)</b>	<b>\$906.90</b>	<b>\$9.07</b>

**Advance Notices - \$1.45 per address**

- 7 pages

<b>Assumptions:</b> • Black & White • Double sided • Not stapled • Includes 100 addresses	<b>Total Cost (100 addresses)</b>	<b>Cost Per Address</b>
Document Costs	\$75.00	\$0.75
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$41.10	\$0.41
Total Estimated Cost (Pre-Tax)	\$131.55	\$1.32
Estimated Tax	\$13.16	\$0.13
<b>Total Estimated Cost (including tax)</b>	<b>\$144.71</b>	<b>\$1.45</b>

**Advance Notices - \$2.24 per address**

- 7 pages

<b>Assumptions:</b> • Color • Single sided • Not stapled • Includes 100 addresses	<b>Total Cost (100 addresses)</b>	<b>Cost Per Address</b>
Document Costs	\$147.00	\$1.47
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$41.10	\$0.41
Total Estimated Cost (Pre-Tax)	\$203.55	\$2.04
Estimated Tax	\$20.36	\$0.20
<b>Total Estimated Cost (including tax)</b>	<b>\$223.91</b>	<b>\$2.24</b>

The prices listed on this page are subject to change. In the event of a change to the pricing outlined above Nationwide will provide 60 days advance notice of the planned change. The Plan Sponsor will have the opportunity to reject the change or accept it. If the Plan Sponsor does not consent to the new price structure, the service will terminate and responsibility for delivery of all notices covered by this Agreement will revert to the Plan Sponsor.

\*Data Set up fee applies to all size print jobs: \$15.45

**Form Return**

Return by email: [nwforms@nationwide.com](mailto:nwforms@nationwide.com)

Return by fax: 877-634-0157

**Nationwide® Retirement Plans**  
**Nationwide Retirement Flexible Advantage**  
**Acceptance Agreement**

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Trust Company, FSB.

- Nationwide Retirement Flexible Advantage Program Agreement

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Life Insurance Company.

- Summary of Contract Information - Fixed

By signing below, the Plan Sponsor or authorized signer, acknowledges that they have read all documents indicated above, inclusive of all Schedules, which are hereby incorporated by reference as if fully set forth herein this Acceptance Agreement, and agree to the terms and completed variables within.

Further, the signatories acknowledge that they have the authority to cause the Plan to enter into a contractual relationship with all parties as indicated in this Acceptance Agreement, with respect to these documents and will be subject to all rights and obligations contained therein and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder, 408(b)(2). If the signatory authority under the Plan changes, the signatories have the affirmative obligation to alert Nationwide within a reasonable time of such change.

\_\_\_\_\_  \_\_\_\_\_  
Plan Sponsor Signature Date

\_\_\_\_\_  
Printed Name of Plan Sponsor Phone Number for Plan Sponsor

\_\_\_\_\_  
Email for Plan Sponsor

Address for Plan Sponsor:  
\_\_\_\_\_  
250 E 1st Street #1500  
(Street)  
\_\_\_\_\_  
Los Angeles, CA 90012  
(City, State, Zip)





By signing below, Nationwide Trust Company, FSB has agreed to and accepted all rights and obligations contained in the following document(s):

- Nationwide Retirement Flexible Advantage Program Agreement

---

By: Nationwide Trust Company, FSB

---

Date

---

Nationwide Trust Company, FSB Title

**Nationwide® Retirement Plans  
Nationwide Retirement Flexible Advantage  
Acceptance Agreement**

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following Financial Advisor or Authorized Broker/Dealer Firm or Agency documents:

- **Compensation Page**

By signing this agreement the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative agrees to the terms stated throughout this agreement. Further the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Joseph Fay Jr.  
with Securian Financial Services, Inc.



\_\_\_\_\_  
Signature of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

\_\_\_\_\_  
Email for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

\_\_\_\_\_  
Address for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State, Zip)

**Nationwide® Retirement Plans  
Nationwide Retirement Flexible Advantage  
Acceptance Agreement**

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following Administration Firm documents:

- **Nationwide Retirement Flexible Advantage Program Agreement**

By signing below, the signatory on behalf of the Administrative Firm, hereby accepts the appointment of Administrative Firm and agrees to the duties as described in this agreement. Further the Administrative Firm acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

\_\_\_\_\_  
Signature of Administration Firm

 Administration Firm Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Administration Firm