

Agenda Item:	IV A: Action Item
Date:	September 12, 2024
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Steve Budhreja, Chief Financial Officer
RE:	Approval of Nationwide Agreement for the 403b Retirement Plan

Action Proposed:

We recommend that the Board of Directors approve the agreement between Magnolia Public Schools and Nationwide for the adoption of a 403b plan for all MPS employees.

Executive Summary:

This item was first presented to the Magnolia Public School (“MPS”) Governing Board in August 2023 as a mechanism to implement a new supplementary retirement plan for MPS employees. The proposed 403b plan through Nationwide would replace our existing 401k plan through John Hancock. The supplementary retirement plan is designed to support all employees and more specifically those employees who have been deemed not eligible to participate in the California State Teachers’ Retirement System (CalSTRS) or the Public Employee Retirement System (CalPERS), such as MPS Home Office staff. Currently, MPS provides non-CalSTRS/CalPERS employees in the Home Office with an up-to-10% match on employee retirement contributions. Under the new 403b, MPS has the flexibility to offer the plan to all employees while adjusting contributions as needed.

Background:

MPS Administration previously recommended to the Board the adoption of a “non-governmental 403b” plan that would have required an equal employer match contribution to all employees regardless of whether or not they were already participating in the Cal STRS or PERS plans. However, there were a number of questions raised by the MPS Board about the affordability and availability of the plan and how it would impact the organization. After careful review of the plan and legal opinion from Young, Minney & Corr as well as a third party attorney (Ken Ruthenberg) who specializes in the review of the Employee Retirement Income Security Act (ERISA), it was determined that MPS qualifies as a “governmental entity” and therefore could receive greater flexibility than what we had previously determined. As a governmental entity, MPS can offer a governmental 403b plan that would allow for employer matching contributions that vary depending on the employee or the year. It is not compelled to provide the same employee match as would have been required by the “non-governmental 403(b)” plan.

In his Memorandum dated April 29, 2024, Mr. Ruthenberg (ERISA attorney) outlines that ***“a governmental plan is completely exempt from the requirements of ERISA and is not subject to all of the income tax rules contained in the Code that apply to non-governmental plans”***. This exemption is what allows MPS to provide a retirement plan to non-CalSTRS/CalPERS employees without any overage of contributions to employees already receiving CalSTRS/CalPERS.



Under the newly proposed 403b plan, MPS would be able to provide select employees with an employer match based on the individual employee and would be able to provide discretionary contributions to its employees as the governing Board sees fit and based on the school's budget and other determining factors. MPS would have the ability to choose the defined contribution amount, which would vary by school site and could include a zero match up to a larger amount depending on budget circumstances and organizational requirements.

While the plan does not require matching contributions to employees receiving CalSTRS/CalPERS, they nonetheless benefit from the creation of the plan. The proposed plan with Nationwide would allow all MPS employees to participate in supplemental 403b retirement plans and individuals 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, even if they participate in CalSTRS/CalPERS.

Budget Implications:

Under the Nationwide Plan, the total estimated fees would be \$19,515 based on up to 250 participants. This would be an increase from the current \$16,846 in annual fees based on our current John Hancock plan with 29 participants. This would represent an annual increase in fees by approximately 16% and the costs would be paid for by MPS and be incorporated into the 2024-25 First Interim Report and multiyear financial projections. However, this would be a decrease in the "per employee" cost since the new plan covers 250 participants compared to the current plan's 29 participants.

Exhibits:

- Board Presentation on 403b plan (Nationwide)
- Agreement for Services between MPS and Nationwide



Why 401(k)?

First off: No advantage of 403(b) over the 401(k)

- We would be required to dismantle the 401(k) to start a 403(b)....this creates more unnecessary work for current participants. We want to get this plan in place ASAP!
- Magnolia Public Schools already have a 401(k) plan in place. We may, fortunately, expand the plan to all Magnolia employees



The 2 Components of the 401(k) plan:

Employee Contribution:

This refers to the participant's salary contribution each pay period

Discretionary Contribution:

A voluntary component that may be added each year by the Employer into the plan

Applying your value proposition



457 Facts:

- We now can integrate a 457 plan (based upon your Charter School classification)
- This addition will complement, and not offset the existing 401(k)
- Our 457-plan resource is positioned to provide a totally bundled solution for Magnolia.

401(k) + 457

401(k) Plan

Allows all 400+ employees to participate in a plan.

All employees eligible.

A more defined contribution
(see provided scenarios)

457 Plan

Allows the Highly Compensated employees to contribute additional dollars

Serves as an *additional retirement* option for those wanting to replace their pre-retirement income

UPDATE on the Employer Contribution:

- Due to Volatile Budget Constraints, the plan was altered
- There is **NO** mandatory Employer Discretionary Contribution
- Each year, if the budget supports an employer contribution, it will be exercised. This is **NOT** mandatory

401(k) + 457 together

Magnolia Employee Example - \$88,000 salary

401(k) Plan

First Bucket - Salary Deferral of Employee

The participant elects to defer some of their annual salary. This is up to a maximum amount of \$22,500 + a \$7,500 catch-up for those 50 and older

Second Bucket - Discretionary Employer Contribution

A ****voluntary**** component of the plan that may be added at the end of each year by Magnolia - TBD



457 Plan

The employee making \$88,000 does not meet the definition of a Highly Compensated Employee (person making over \$135,000)

Once they reach the \$135,000 threshold, they can contribute to this plan

401(k) + 457 together

Magnolia Employee Example - \$138,000 salary

401(k) Plan

First Bucket - Salary Deferral of Employee

The participant elects to defer some of their annual salary. This is up to a maximum amount of \$22,500 + a \$7,500 catch-up for those 50 and older

Second Bucket - Discretionary Employer Contribution

A ****voluntary**** component of the plan that may be added at the end of each year by Magnolia - TBD



457 Plan

Since this employee is making \$138,000, they are considered a Highly Compensated Employee (making above \$135,000.) This allows the Employee to contribute an additional \$22,500 of non-qualified assets + a catch-up of \$7,500 if you are 50 or over

There is no match with this plan

10 Locations? No Problem!



- Education and enrollment Meetings available.
 - Clearly Sets expectations
 - Often helps define your service model
 - Serves as the foundation of all your marketing activities

Basis of Timeline (see next slide)

- At this juncture, we have several tasks to complete to get the Nationwide 401(k) / 457(b) in place.
 - There are certain items that can be completed ASAP. (see pre-approval tasks on next slide)
- Most tasks will not be completed until approval from the Board of Directors.
 - Once the contracts are signed, we will be able to follow the timeline. (post-approval tasks)
- November 10th was slated for approval by the Board of Directors.
 - If you can move up the approval date... so goes the balance of the tasks. All tasks are listed on the next slide.

Tentative Timeline

Pre-Approval task to be completed



	TASK TO BE COMPLETED	DATE COMPLETED
<input type="checkbox"/>	The TPA will need to gather demographic information (EIN, address, phone#, authorized signer, payroll contact, etc.)	This can be completed ASAP
<input type="checkbox"/>	Nationwide to request information from Steve to get plan documents moving.	This can be completed ASAP

Task to be completed by MPS Staff



<input type="checkbox"/>	Complete and sign all Nationwide documents and return to Nationwide.	This can be completed ASAP BUT Est: 2 weeks
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Post-Approval task to be completed



	TASK TO BE COMPLETED	DATE COMPLETED
<input type="checkbox"/>	Plan is setup and established at Nationwide.	Est: 1 Week
<input type="checkbox"/>	Enrollment kits ordered and delivered Delivery date:	Est: 1 Week
<input type="checkbox"/>	Work with John Hancock to obtain appropriate signatures/paperwork, establish liquidation date and prepare appropriate notices.	Est: Depends on John Hancock
<input type="checkbox"/>	Send blackout notice and 404(a)(5) participant disclosure to plan sponsor for distribution.	Est: 1 Week
<input type="checkbox"/>	Conduct enrollment/educational meeting.	Est: 1 Week
<input type="checkbox"/>	Facilitate onboarding w/ plan sponsor to discuss contribution set-up/web demo with plan sponsor.	Est: 1 Week
<input type="checkbox"/>	Receive take over assets from John Hancock.	Est: Depends on John Hancock
<input type="checkbox"/>	Apply assets at Nationwide.	Est: Depends on John Hancock
<input type="checkbox"/>	Send blackout complete notice to plan sponsor for distribution.	Est: 1 Week
<input type="checkbox"/>	Transition plan to existing business team.	Est: 1 Week



Next steps



Take action now to help grow your benefit package

- Work with a company designed for your plan solution.
- Market the plan and options to employees.
- Continuous real time education available to you with automation. The ability to touch all of your employees with education in less than a minute
- Technology to support you and make managing a plan easy.

Thank you!

Time for Questions / Suggestions !!



Nationwide[®]
is on your side

Magnolia Educational & Research Foundation
00310 Product Package
Nationwide[®] Retirement Flexible AdvantageSM

Prepared by:
Nationwide[®] Retirement Plans

Presented by:
Joseph Fay
Cetera Advisor Networks LLC
August 26, 2024

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.

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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: *Carlos Caraveo*
10 W. Nationwide Boulevard
Attn: 05-04-204X New Business
Columbus, OH 43215

For questions contact *Carlos Caraveo* - Your Implementation Manager at (614) 435-7625



Nationwide®
is on your side

Table of Contents

Please review all enclosed documents and sign where indicated.

Document indicated in this color selection(s) or signature

Products Highlight Tab

- Product Highlights

The Nationwide Financial Investment Platform Tab

- Program Agreement
 - Executive Summary
 - QDIA/Default Fund Selection Schedule
 - Non-ERISA School District Schedule
 - Fund Disclosure Schedule
- Summary of Contract Information
- Fixed Group Annuity Contract Application and Specimen Contract
- IRON Fiduciary Agreement
- IRON Fiduciary Fund Selection Schedule
- 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[®] Retirement Plans
Highlights for:
445-00310 Magnolia Educational & Research Foundation 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[®] Investment Platform

Nationwide Retirement Flexible Advantage[®]

Products and services added to this plan:

- **Fund Window**
 - Allows participants access to hundreds of investment options with no additional charge
- **Managed Account Services**
 - Gives the participant the opportunity to hand the investment decisions to a Registered Investment Advisor for a fee
 - No additional charge to Plan Sponsor, only participants that elect the service will be assessed a fee
- **Nationwide Fixed Contract[®]**
 - 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.
 - 1.15% Annual Net Rate
- **IRON Fiduciary 3(38)****
 - A qualified 3(38) third-party firm contracted for a fee to monitor all investment option decisions. Liability of investments will reside with IRON Fiduciary.
 - IRON Fiduciary Services provided by IRON Fiduciary, an offering by Creative Planning, LLC. IRON Fiduciary and its affiliates are not affiliated with Nationwide or any of its affiliates.

** The Registered Investment Adviser (RIA) may have fiduciary responsibility for selecting and managing the core fund menu and any asset allocation models. If the asset allocation models and percentages in each are developed by the RIA, Nationwide is not responsible for the composition or performance of any investment selections made by the RIA. Nationwide does not select the RIA and does not endorse any advice provided by the RIA.

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%

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Nationwide[®] 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 Disclosure Schedule

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

The Plan Sponsor appoints **Cetera Retirement Plan Specialists** as the Administration Firm to fulfill the duties as described in this Agreement.

Non-ERISA 403(b) (Certain Governmental Employers)

The Sponsor hereby represents and warrants that the Plan complies with and intends to keep such Plan in compliance with Section 403(b) of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to qualify for treatment under Section 401(f) of the Code and to be tax-exempt under Section 501(a) of the Code. The Sponsor represents that the Plan is established and maintained for employees of the U.S. government, a State or political subdivision of a State, or a federal or State agency or instrumentality and that the Plan is exempt from Title I and Title IV of ERISA as a governmental plan.

The Sponsor represents and warrants that the Plan complies with and intends to keep such Plan in compliance with the requirements under Section 403(b) of the Code. As such, Sponsor further represents: (i) Sponsor is an employer eligible to offer programs under Section 403(b) of the Code; (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 (which establishes the Custodial Account); (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Sponsor shall notify Nationwide prior to adding any other approved Provider(s) to the Plan document and shall enter into an Information Sharing Agreement with such Provider(s); (v) 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, Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with 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 Certified Annual Report. No annual Account Fee applies. The Plan Sponsor acknowledges that Nationwide is under no obligation to provide an annual certified report. If the Plan Sponsor decides at a later date to choose the Certified Annual Report option, the annual certification will be provided only from that point forward, and may not be available for periods prior to the change in reporting levels. Any certified reports made available for prior periods will incur an additional charge.

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[®], 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: 445-00310Case Name: Magnolia Educational/Research Foundation

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

- | | |
|--------------------------|----------------------------|
| <input type="checkbox"/> | Default Suspense Fund |
| Or | |
| <input type="checkbox"/> | QDIA/Default Suspense Fund |

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.

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.

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

QDIA/Default Suspense Fund Disclosures (CONTINUED)

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)
ERJA	BRWN INTL ALL CO INV	N/A	2.00%	Assets held less than 60 days
BXHA	GABELLI EQ INC INST	N/A	2.00%	Assets held less than 7 days
CXXA	GABELLI GOLD INST	N/A	2.00%	Assets held less than 7 days
BXIA	GABELLI VAL 25 INST	N/A	2.00%	Assets held less than 7 days
FNFA	GABELLITTON CONV SEC INST	N/A	2.00%	Assets held less than 7 days
ECKA	GABELLITTONWSTWD MTYMTS I	N/A	2.00%	Assets held less than 7 days
BHPA	GABELLITTONWSTWDSMCPEQINS	N/A	2.00%	Assets held less than 7 days
GESA	GRNCENT EQ INST	N/A	2.00%	Assets held less than 60 days
FHGA	HEARTLAND MDCAP VAL INST	N/A	2.00%	Assets held less than 10 days
HNTA	HEARTLAND VAL INST	N/A	2.00%	Assets held less than 10 days
BIFA	HEARTLAND VAL PLS INST	N/A	2.00%	Assets held less than 10 days
FBQA	KNGHTSCBUS COR BD I	N/A	2.00%	Assets held less than 30 days
FBRA	KNGHTSCBUS INTL EQ I	N/A	2.00%	Assets held less than 30 days
FBSA	KNGHTSCBUS LGCAP GR I	N/A	2.00%	Assets held less than 30 days
FBTA	KNGHTSCBUS LGCAP VAL I	N/A	2.00%	Assets held less than 30 days
FBUA	KNGHTSCBUS LTD DUR I	N/A	2.00%	Assets held less than 30 days
FBVA	KNGHTSCBUS SMCAP I	N/A	2.00%	Assets held less than 30 days
CJMA	LUTHLD COR INVMT RTL	N/A	2.00%	Assets held less than 5 days
DQLA	NRTHSTR DIVD I	N/A	2.00%	Assets held less than 30 days
GPNA	OBERWS CHINA OPFR	N/A	2.00%	Assets held less than 90 days

ADDENDUM TO PROGRAM AGREEMENT

THIS ADDENDUM to the Program Agreement (“Agreement”) by and between **Magnolia Educational & Research Foundation** (“Plan Sponsor”) and Nationwide Trust Company, FSB (“Nationwide”) as Custodian pursuant to the **Magnolia Educational & Research Foundation 403(b) Plan** (“Account”), further delineates the roles and responsibilities agreed to for the Account. The roles and responsibilities delineated herein are not exhaustive; other duties and responsibilities may be also listed in the Program Agreement or other agreement.

The Plan Sponsor and Nationwide hereby agree as follows:

DEFINITIONS

Defined terms are the same as those in the Program Agreement unless specifically defined otherwise.

Exchanges – Participant directed investment exchanges between those accounts and contracts that are listed in their respective Plan document. Also, Purchases and Redemptions from one Funding Vehicle to another Funding Vehicle available in the Account at Nationwide.

Provider – Any insurance company, outside of Nationwide and its affiliates, qualified to issue annuity contracts which include payment in the form of an annuity or any provider of custodial accounts, outside of Nationwide and its affiliates, in which contributions are or were made under the Plan.

Transfers – Any Plan Sponsor directed movement of funds, as a result of any action taken by the Plan Sponsor, from Nationwide to another Provider for the Plan or to another Funding Vehicle outside of this Program Agreement established at Nationwide for the Plan. Also, 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 an action taken by the Plan Sponsor.

EXCHANGES BETWEEN PROVIDERS AND NATIONWIDE

The Administration Firm, Plan Sponsor, Plan Administrator or any designee may initiate Exchanges between Providers listed in the Plan document and Nationwide on behalf of Participants. Exchanges will be made within three (3) Business Days following receipt of Written Instructions from the Administration Firm, Plan Sponsor, Plan Administrator or any designee in the Required Format. By providing Written Instructions or permitting Participants to initiate such transactions, the Plan Sponsor or Plan Administrator certifies that such transactions are permitted under the Plan.

This addendum shall be effective the first date Nationwide applies the terms of the addendum to the Account, which shall be in accordance with, as applicable, the provisions of the Agreement, ERISA, the Code, applicable law, or as soon as administratively feasible, following the date Nationwide receives this addendum in the Required Format.

Magnolia Educational & Research Foundation

Dated: _____

By: _____
Plan Sponsor

**Plan Sponsor Signature**

Nationwide Trust Company, FSB

Effective Date: _____

By: _____
Nationwide

Plan ID: 445-00310

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Section C Schedule(s)

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PROGRAM AGREEMENT

ARTICLE I - PURPOSE

Non-ERISA 403(b) (Certain Governmental Employers)

The Sponsor hereby represents and warrants that the Plan complies with and intends to keep such Plan in compliance with Section 403(b) of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to qualify for treatment under Section 401(f) of the Code and to be tax-exempt under Section 501(a) of the Code. The Sponsor represents that the Plan is established and maintained for employees of the U.S. government, a State or political subdivision of a State, or a federal or State agency or instrumentality and that the Plan is exempt from Title I and Title IV of ERISA as a governmental plan.

The Sponsor represents and warrants that the Plan complies with and intends to keep such Plan in compliance with the requirements under Section 403(b) of the Code. As such, Sponsor further represents: (i) Sponsor is an employer eligible to offer programs under Section 403(b) of the Code; (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 (which establishes the Custodial Account); (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Sponsor shall notify Nationwide prior to adding any other approved Provider(s) to the Plan document and shall enter into an Information Sharing Agreement with such Provider(s); (v) 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, Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with 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.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

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.

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.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

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.

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

The Plan Sponsor authorizes Nationwide to establish plan level holding accounts for the Plan to hold Plan assets received by Nationwide that include, but is not limited to: a) incoming transfer or rollover deposits from a Funding Successor without Written Instructions, b) Fund Payments, if applicable, c) non-vested assets and d) unallocated Employer assets. Further, the Plan Sponsor directs Nationwide to invest the assets held in the plan level holding accounts in a Money Market Fund, unless another investment(s) 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.

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 in the Required Format 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 in the Required Format to Nationwide, unless Funding Vehicle provisions specify otherwise. In the case of a 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 in the Required Format 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(s) 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 Directed Trustee or Custodian, as applicable, of the Account. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

The Plan Sponsor acknowledges that any applicable fees, charges and/or adjustments, including any fees applicable to Funding Vehicle(s) provisions and/or Account service provider agreements, as applicable, may be deducted from the Account within five (5) Business Days prior to the Plan Transfer date.

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

FUND ACCESS SCHEDULE

COMPETING FUNDING VEHICLE(S) RESTRICTIONS

If the Plan Sponsor selects the Nationwide Fixed Contract, a Group Annuity Contract, as a Funding Vehicle(s), then other Group Annuity Contracts including the Nationwide Life Group Annuity Indexed Fixed, Fixed Select, and Short Term Indexed Fixed Contracts are not available as Funding Vehicle(s) for the Plan. In addition, the Plan Sponsor acknowledges that any investment, including Fund(s), which guarantees principal and/or interest, a Money Market Fund, or any investment which could hold more than 50% short term debt securities may also not be available to be selected as a Funding Vehicle(s). This limitation includes, but is not limited to, any stable value Collective Investment Funds ("CIF").

If the Plan Sponsor selects the Nationwide Fixed Select Annuity Contract, a Group Annuity Contract, as a Funding Vehicle(s), any Competing Fixed Investment, as defined in the Fixed Select Annuity Contract, may not be selected as Designated Funds or a Fund Window fund.

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 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 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 Fee¹ - 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 spread¹ - 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 Adjustment¹ - 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 Fee¹ - 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 Fee² - 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 Fee¹ - 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 Fee³ - Nationwide Trust Company, FSB provides custodial services. If the Plan Sponsor elects the option of a Certified Annual Report, the Plan Sponsor receives an annual certification letter for the Plans annual report. If the Plan Sponsor elects the No Certified Annual Report 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 Ratio⁴ - 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 Fee⁴ - 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 Payments⁵ - 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:

- ¹ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.
- ² 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.
- ³ 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.
- ⁴ Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan.
- ⁵ 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.

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FUND DISCLOSURE SCHEDULE

Purpose

The Fund Disclosure Schedule provides important information regarding Fund(s) including but not limited to fund expenses and payments in accordance with 408(b)(2). Please note this Fund Disclosure Schedule should not be used to select Fund(s) as available Funding Vehicle(s) and any notations or selections made on this Schedule shall **not** be deemed to be appropriate direction and shall be disregarded by Nationwide.

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AB BD INFL STRAT I	EEOA	N/A	0.00	0.83
AB CORE OPFR I	CNTA	N/A	0.00	0.89
AB DISC GR I	ABOA	N/A	0.00	0.76
AB DISC VAL I	ABPA	N/A	0.00	0.88
AB DISC VAL Z	HEEA	N/A	0.00	0.80
AB EMRG MKT MULT ASST I	DCPA	N/A	0.00	1.50
AB EQ INC I	ABQA	N/A	0.00	0.84
AB GLBL BD I	CNUA	N/A	0.00	0.57
AB GLBL RSK ALLOC I	ABHA	N/A	0.00	1.14
AB GLBREALESTINVT I	CNVA	N/A	0.00	1.42
AB HI INC I	CNWA	N/A	0.00	0.69
AB HI INC Z	HEFA	N/A	0.00	0.59
AB INC ADV	EENA	N/A	0.00	1.61
AB INTMD BD I	CNXA	N/A	0.00	0.89
AB LGCAP GR I	CNZA	N/A	0.00	0.59
AB REL VAL I	ABKA	N/A	0.00	0.68
AB SMCAP GR ADV	BRAA	N/A	0.00	0.89
AB SUSTNBL INTL THMTC I	CNYA	N/A	0.00	0.84
ABERDEEN FOCUSMCPEQINST	AAJA	N/A	0.00	2.13
ABRDN EMGMKSTNBLLDRS INST	AAQA	N/A	0.00	N/A
ABRDN EMRG MKT A	BWTA	N/A	0.00	1.60
ABRDN EMRG MKT INST	CBVA	N/A	0.00	1.19
ABRDN EMRGMKTEXCHINA INST	AAOA	N/A	0.00	2.13
ABRDN HI INC OPFR INST	CYNA	N/A	0.00	1.05
ABRDN US SSTNBLELDRS INST	ABYA	N/A	0.00	1.04
ABRDN USSMCAPEQ INST	GYVA	N/A	0.00	1.14
AICF CAMBIAR OPFR INV	COPA	N/A	0.00	1.00
AICF CAMBIAR SMCAP INV	CSMA	N/A	0.00	1.27
AKRE FOCSTL	FOIA	N/A	0.00	1.31

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
ALGER CAP APP FOCS Y	ETTA	N/A	0.00	0.64
ALGER CAP APP I2	DBDA	N/A	0.00	0.95
ALGER CAP APP INST I	ALRA	N/A	0.00	1.25
ALGER MDCAP GR INST I	ALMA	N/A	0.00	1.45
ALGER SMCAP FOCS Y	EEPA	N/A	0.00	0.90
ALGER SPECTRA Z	DBEA	N/A	0.00	1.17
ALGER WTHRBIE SPEC GR Y	ETUA	N/A	0.00	0.96
ALLSPR ASST ALLOC A	HCBA	N/A	0.00	1.08
ALLSPR DISC ALLCAP GR A	EOFA	N/A	0.00	N/A
ALLSPR EMRG MKT EQ R6	HCDA	N/A	0.00	1.15
ALLSPR GR A	SGFA	N/A	0.00	1.19
ALLSPR LGCAP COR A	EOAA	N/A	0.00	1.22
ALLSPR MDCAP GR INST	BDDA	N/A	0.00	0.92
ALLSPR SMIDCAPGR INST	BCXA	N/A	0.00	0.91
ALLSPRING LARGE CAP VAL INST	BCOA	N/A	0.00	0.89
ALPS CRCOMMGCP L T COM STRAT	CJNA	N/A	0.00	1.34
ALPS GBLB OP PR I	CJOA	N/A	0.00	1.31
ALPS KTK INDIA GR I	EWPA	N/A	0.00	1.60
ALPS RVRFRNTASTALLCGRIN I	CMLA	N/A	0.00	0.25
ALPS SMITH SHRT DUR BD I	GNSA	N/A	0.00	0.56
ALPS SMITH TTL RTN BD I	GNTA	N/A	0.00	0.74
AMANA DEVL WLD INV	CTGA	N/A	0.00	1.22
AMANA GR INST	CTHA	N/A	0.00	0.67
AMANA GR INV	CTIA	N/A	0.00	0.91
AMANA INC INV	CTKA	N/A	0.00	1.02
AMANA PARTCPTN INST	ERIA	N/A	0.00	0.56
AMBCN ARK TRANS INNOV Y	GDWA	N/A	0.00	1.19
AMBCN BAL R5	AADA	N/A	0.00	0.78
AMBCN INTL EQ R6	FXRA	N/A	0.00	0.77
AMBCN LGCAP VAL R6	FXSA	N/A	0.00	0.61
AMBCN MAN LGCAPVAL R5	CJPA	N/A	0.00	0.87
AMBCN MAN LGCAPVAL R6	FXQA	N/A	0.00	0.84

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AMBCN SMCAP VAL R5	IAVA	N/A	0.00	0.79
AMBCN SMCAP VAL R6	GDXA	N/A	0.00	0.76
AMBCN SP FLOTNGRTINC R5	EHXA	N/A	0.00	0.98
AMBCN STEPHNSMDCAPGR R6	FXUA	N/A	0.00	0.89
AMBCN STEPHNSSMCAPGR R6	FXVA	N/A	0.00	1.05
AMCENT BAL R5	DVZA	N/A	0.00	0.71
AMCENT COR PLS R5	ADMA	N/A	0.00	0.35
AMCENT DIVRS BD R6	DWBA	N/A	0.00	0.35
AMCENT DSCPLD COR VAL I	AIGA	N/A	0.00	0.46
AMCENT DSCPLD GR R5	DWAA	N/A	0.00	0.81
AMCENT EMRG MKT R6	DWCA	N/A	0.00	0.92
AMCENT EQ GR R5	DWDA	N/A	0.00	0.46
AMCENT EQ INC R6	DRGA	N/A	0.00	0.58
AMCENT FDMNTL EQ A	ADAA	N/A	0.00	1.04
AMCENT FOCS DYNMC	GBZA	N/A	0.00	0.86
AMCENT FOCS GLBL R6	DWEA	N/A	0.00	0.74
AMCENT GLBL BD R6	HEGA	N/A	0.00	0.59
AMCENT GLBL REALEST R6	DWFA	N/A	0.00	0.77
AMCENT GLBL SMCAP R6	HEHA	N/A	0.00	0.76
AMCENT GNMA R5	ADQA	N/A	0.00	0.35
AMCENT GOVT BD R5	BPEA	N/A	0.00	0.27
AMCENT GR R6	DWGA	N/A	0.00	0.62
AMCENT HERTG R6	DWHA	N/A	0.00	0.65
AMCENT HI INC R6	HEIA	N/A	0.00	0.54
AMCENT HI YLD R5	CTQA	N/A	0.00	0.58
AMCENT HI YLD R6	HEJA	N/A	0.00	0.53
AMCENT IN RTRMT R6	EHMA	N/A	0.00	0.49
AMCENT INFL ADJ BD R5	ANBA	N/A	0.00	0.34
AMCENT INFL ADJ BD R6	GIQA	N/A	0.00	0.29
AMCENT INTL GR R6	DWJA	N/A	0.00	0.91
AMCENT INTL VAL R6	HEKA	N/A	0.00	0.76
AMCENT LG CO VAL R6	DWKA	N/A	0.00	0.49

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AMCENT MDCAP VAL R6	DWLA	N/A	0.00	0.63
AMCENT ONECHOICE2025 R6	EESA	N/A	0.00	0.50
AMCENT ONECHOICE2030 R6	EEUA	N/A	0.00	0.52
AMCENT ONECHOICE2035 R6	EEWA	N/A	0.00	0.55
AMCENT ONECHOICE2040 R6	EEYA	N/A	0.00	0.57
AMCENT ONECHOICE2045 R6	EFAA	N/A	0.00	0.59
AMCENT ONECHOICE2050 R6	EFCA	N/A	0.00	0.60
AMCENT ONECHOICE2055 R6	EFEA	N/A	0.00	0.61
AMCENT ONECHOICE2060 R6	EFGA	N/A	0.00	0.62
AMCENT ONECHOICE2065 R6	GDYA	N/A	0.00	0.64
AMCENT REALEST R6	DWNA	N/A	0.00	0.80
AMCENT SEL R6	DWOA	N/A	0.00	0.64
AMCENT SHRT DUR R5	AFQA	N/A	0.00	0.38
AMCENT SHTDRINFLPRTBD R5	AIPA	N/A	0.00	0.50
AMCENT SHTDRINFLPRTBD R6	HELA	N/A	0.00	0.45
AMCENT SMCAP GR R6	DWPA	N/A	0.00	0.82
AMCENT SMCAP GR R6	DWPD	N/A	0.00	0.82
AMCENT SMCAP VAL R6	DWQA	N/A	0.00	0.74
AMCENT ST GOVT R5	AFTA	N/A	0.00	0.35
AMCENT SUSTNBL EQ R5	DWRA	N/A	0.00	0.59
AMCENT SUSTNBL EQ R6	GKIA	N/A	0.00	0.44
AMCENT ULTRA R6	DWSA	N/A	0.00	0.60
AMCENT UTIL INV	ABUA	N/A	0.00	0.66
AMCENT VAL R6	DWTA	N/A	0.00	0.67
AMFDS 2010 TRGTDTRTRMT R6	RFTA	N/A	0.00	0.01
AMFDS 2015 TRGTDTRTRMT R6	RFJA	N/A	0.00	0.01
AMFDS 2020 TRGTDTRTRMT R6	RRCA	N/A	0.00	0.01
AMFDS 2025 TRGTDTRTRMT R6	RFDA	N/A	0.00	0.01
AMFDS 2030 TRGTDTRTRMT R6	RFEA	N/A	0.00	0.01
AMFDS 2035 TRGTDTRTRMT R6	RFFA	N/A	0.00	0.01
AMFDS 2040 TRGTDTRTRMT R6	RFGA	N/A	0.00	0.01
AMFDS 2045 TRGTDTRTRMT R6	RFHA	N/A	0.00	0.01

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AMFDS 2050 TRGTDTRTRMT R6	RFIA	N/A	0.00	0.01
AMFDS 2055 TRGTDTRTRMT R6	BEGA	N/A	0.00	0.01
AMFDS 2060 TRGTDTRTRMT R6	CXSA	N/A	0.00	0.01
AMFDS 2065 TRGTDTRTRMT R6	GCEA	N/A	0.00	0.01
AMFDS AM BAL R6	RLBA	N/A	0.00	0.25
AMFDS AM HI INC TR R6	RITA	N/A	0.00	0.33
AMFDS AM MUT R6	RMFA	N/A	0.00	0.27
AMFDS AMCAP R6	RAFA	N/A	0.00	0.33
AMFDS BD FD AM R6	RBFA	N/A	0.00	0.24
AMFDS CAP INC BLDR R6	RIRA	N/A	0.00	0.27
AMFDS CAP WLD BD R6	RCWA	N/A	0.00	0.48
AMFDS CAP WLD GR INC R6	RWIA	N/A	0.00	0.41
AMFDS CNSRV GR INC R6	CXTA	N/A	0.00	0.01
AMFDS DEVL WLD GR INC R6	ENAA	N/A	0.00	0.76
AMFDS EUROPACFC GR R6	RERA	N/A	0.00	0.46
AMFDS FDMNTL INV R6	RFNA	N/A	0.00	0.28
AMFDS GLBL BAL R6	BUXA	N/A	0.00	0.48
AMFDS GLBL GR R6	HEMA	N/A	0.00	0.01
AMFDS GR FD AM R6	RGAA	N/A	0.00	0.30
AMFDS GR INC R6	FLLA	N/A	0.00	0.01
AMFDS GR R6	FLNA	N/A	0.00	0.01
AMFDS INC FD AM R6	RIDA	N/A	0.00	0.26
AMFDS INFL LNKD BD R6	ENBA	N/A	0.00	0.29
AMFDS INFL LNKD BD R6	ENBD	N/A	0.00	0.29
AMFDS INT GR INC R6	BVQA	N/A	0.00	0.54
AMFDS INTMD BD FD AM R6	RBOA	N/A	0.00	0.25
AMFDS INTMD BD FD AM R6	RBOD	N/A	0.00	0.25
AMFDS INVMT CO AM R6	RICA	N/A	0.00	0.27
AMFDS MOD GR INC R6	FLQA	N/A	0.00	0.01
AMFDS MRTG R6	HENA	N/A	0.00	0.28
AMFDS MULTSCTR INC R6	GEAA	N/A	0.00	0.38
AMFDS NEW ECON R6	RNGA	N/A	0.00	0.41

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AMFDS NEW PRSPCT R6	RNPA	N/A	0.00	0.42
AMFDS NEW WLD R6	RNWA	N/A	0.00	0.58
AMFDS RTRMT INC CNSRV R6	EHZA	N/A	0.00	0.02
AMFDS RTRMT INC ENHCD R6	EIBA	N/A	0.00	0.02
AMFDS RTRMT INC MOD R6	EIEA	N/A	0.00	0.02
AMFDS SMCAP WLD R6	RLGA	N/A	0.00	0.66
AMFDS ST BD FD AM R6	RMMA	N/A	0.00	0.29
AMFDS US GOVT SEC R6	RGVA	N/A	0.00	0.26
AMFDS WSHNGTN MUT INV R6	RWMA	N/A	0.00	0.26
AMG TMSQUAREINTSMCAP Z	DJSA	N/A	0.00	1.02
AMGGW&K COR BD ESG I	CEUA	N/A	0.00	0.66
AMGGW&K ENHCD COR BD ESG	CVBA	N/A	0.00	0.80
AMGGW&K SMCAP COR I	CERA	N/A	0.00	0.96
AMGMGRS BW BLUE FD I	BLUA	N/A	0.00	1.22
AMGMGRS BW FD I	BRWA	N/A	0.00	0.95
AMGMGRS DBLINE CORPLSBD I	DJTA	N/A	0.00	0.57
AMGMGRS FRPT MDCAP I	AGJA	N/A	0.00	0.83
AMGMGRS LOOMIS BD N	CETA	N/A	0.00	0.70
AMGMGRS MNTG CLDWL GR I	AGPA	N/A	0.00	0.80
AMGMGRS SKYLINE SPEC EQ N	CFIA	N/A	0.00	1.19
AMGMGRS SPEC EQ Z	CTWA	N/A	0.00	1.05
AMGMGRS YCKTMN FD I	CCPA	N/A	0.00	0.70
AMGMGRS YCKTMN FOCS I	CCOA	N/A	0.00	1.06
AQR EQ MKT NUTRL I	DWUA	N/A	0.00	1.55
AQR GLBL EQ I	DOGA	N/A	0.00	0.83
AQR INTL DEFN STYLE I	DOHA	N/A	0.00	0.64
AQR LGCAP DEFN STYLE I	DOKA	N/A	0.00	0.38
AQR LNG SHRT EQ I	DOLA	N/A	0.00	1.37
AQR MGD FTR STRAT I	DCQA	N/A	0.00	1.27
ARIEL APP INV	BZHA	N/A	0.00	1.12
ARIEL FD INV	BZJA	N/A	0.00	0.99
ARIEL FOCS INV	BZIA	N/A	0.00	1.16

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
ARISTLE SMMDCAP I2	GCPA	N/A	0.00	1.04
ARTISAN INTL VAL INST	DRMA	N/A	0.00	0.95
ARTISAN INTL VAL INV	GHEA	N/A	0.00	1.18
AS ABSRTN INST	CZPA	N/A	0.00	0.38
AS ADJ RT GOVT INST	BCNA	N/A	0.00	0.53
AS CMN STK INST	BCTA	N/A	0.00	0.94
AS COR BD INST	BDZA	N/A	0.00	0.47
AS DIVRS CAP BLDR INST	BCYA	N/A	0.00	0.78
AS DSCPLD US COR INST	BCVA	N/A	0.00	0.52
AS DSCPLD US COR R6	GKGA	N/A	0.00	0.42
AS EMRG GR INST	BDAA	N/A	0.00	1.08
AS ENDVR SEL INST	BDCA	N/A	0.00	N/A
AS FNDMTL SMCAP GR INST	BEBA	N/A	0.00	1.18
AS GLBL SMCAP INST	BDGA	N/A	0.00	1.29
AS GOVT SEC INST	BDHA	N/A	0.00	0.58
AS GR INST	BDIA	N/A	0.00	0.86
AS HI YLD BD INST	DMEA	N/A	0.00	0.70
AS INDX ASST ALLOC ADMN	GKHA	N/A	0.00	1.05
AS INTL EQ INST	WENA	N/A	0.00	1.12
AS LG CO GR INST	BDLA	N/A	0.00	0.86
AS LG CO VAL INST	BSTA	N/A	0.00	0.64
AS OPFR INST	BDOA	N/A	0.00	0.87
AS PREC MTLN INST	BDPA	N/A	0.00	0.86
AS PRMR LG CO GR INST	BDQA	N/A	0.00	0.82
AS SHRT DUR GOVT BD INST	BDRA	N/A	0.00	0.49
AS SMCO VAL INST	BDUA	N/A	0.00	0.98
AS SPEC MDCAP VAL INST	BDXA	N/A	0.00	0.80
AS SPEC SMCAP VAL INST	BWHA	N/A	0.00	0.93
AS ULTRA ST INC INST	SDXA	N/A	0.00	0.35
AS UTIL TELCOM INST	BECA	N/A	0.00	0.82
AVEMARIA BD	AFVA	N/A	0.00	0.41
AVEMARIA FOCS	GCHA	N/A	0.00	1.09

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
AVEMARIA GR	AVGA	N/A	0.00	0.91
AVEMARIA RIS DIVD	AVDA	N/A	0.00	0.91
AVEMARIA VAL	AVMA	N/A	0.00	0.93
AVNTS COR FXD INC INST	GLWA	N/A	0.00	0.16
AVNTS EMRG MKT EQ INST	GLXA	N/A	0.00	0.34
AVNTS INTL EQ INST	GLYA	N/A	0.00	0.23
AVNTS INTL SMCAP VAL INST	GLZA	N/A	0.00	0.36
AVNTS ST FXD INC INST	GMBA	N/A	0.00	0.15
AVNTS US EQ INST	GMGA	N/A	0.00	0.15
AVNTS US LGCAP VAL INST	GTQA	N/A	0.00	0.16
AVNTS US SMCAP VAL INST	GMHA	N/A	0.00	0.25
AVNTS US SMCAP VAL INST	GMHD	N/A	0.00	0.25
AZZAD ETHICAL	ETIA	N/A	0.00	1.14
AZZAD WISE CAP	ETJA	N/A	0.00	0.97
BAIRD AGGREGTE BD INST	BXBA	N/A	0.00	0.30
BAIRD COR PLS BD INST	DJUA	N/A	0.00	0.30
BAIRD INTMD BD INST	BPFA	N/A	0.00	0.30
BAIRD MDCAP INST	CBWA	N/A	0.00	0.81
BAIRD ST BD INST	DJVA	N/A	0.00	0.30
BAIRD ULTRA SHRT BD INST	FOKA	N/A	0.00	0.30
BAL ESG R1	GDLA	N/A	0.00	N/A
BARON ASST INST	AGQA	N/A	0.00	1.05
BARON ASST R6	GNUA	N/A	0.00	1.05
BARON DISC INST	DWWA	N/A	0.00	1.06
BARON EMRG MKT INST	DWXA	N/A	0.00	1.11
BARON FIFTH AVE GR INST	CDDA	N/A	0.00	0.78
BARON GR INST	AGUA	N/A	0.00	1.05
BARON OPPr INST	AGYA	N/A	0.00	1.06
BARON PTNRS INST	AGZA	N/A	0.00	1.99
BARON REALEST INST	CDEA	N/A	0.00	1.06
BARON SMCAP INST	AHAA	N/A	0.00	1.05
BLKRK 20/80 TRGTALOC INS	GEDA	N/A	0.00	0.27

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
BLKRK 20/80 TRGTALLOC K	EFKA	N/A	0.00	0.16
BLKRK 20/80 TRGTALLOC K	EFKD	N/A	0.00	0.16
BLKRK 40/60 TRGTALLOC INS	GEEA	N/A	0.00	0.26
BLKRK 40/60 TRGTALLOC K	EFLA	N/A	0.00	0.14
BLKRK 60/40 TRGTALLOC INS	GEFA	N/A	0.00	0.22
BLKRK 60/40 TRGTALLOC K	GEGD	N/A	0.00	0.10
BLKRK 80/20 TRGTALLOC INS	DHZA	N/A	0.00	0.25
BLKRK 80/20 TRGTALLOC K	GEHD	N/A	0.00	0.10
BLKRK ADV SMCAP COR K	HEOA	N/A	0.00	0.51
BLKRK ADVTG GLBL INST	AHOA	N/A	0.00	1.12
BLKRK ADVTG LGCAP COR INS	AHZA	N/A	0.00	0.63
BLKRK ADVTG LGCAP GR INST	AJAA	N/A	0.00	0.75
BLKRK ADVTG LGCAPVAL INST	AIJA	N/A	0.00	0.70
BLKRK ADVTG SMCAP GR INST	BPGA	N/A	0.00	0.82
BLKRK ADVTGUSTTLMKT INST	AJFA	N/A	0.00	0.79
BLKRK BAL CAP INST	MCPA	N/A	0.00	0.55
BLKRK BASIC VAL INST	MBXA	N/A	0.00	0.56
BLKRK CAP APP INST	EIFA	N/A	0.00	0.73
BLKRK CAP APP K	AHEA	N/A	0.00	0.65
BLKRK COMDTY STRAT INST	FEKA	N/A	0.00	0.83
BLKRK COMDTY STRAT K	HEPA	N/A	0.00	0.72
BLKRK COR BD PORT INST	EIHA	N/A	0.00	0.54
BLKRK COR BD PORT K	BOJA	N/A	0.00	0.43
BLKRK EMRG MKT INST	AHNA	N/A	0.00	1.00
BLKRK EMRG MKT K	GMKA	N/A	0.00	0.84
BLKRK EQ DIVD INST	AHGA	N/A	0.00	0.71
BLKRK EUROFD INST	AHHA	N/A	0.00	1.48
BLKRK EVDRIV EQ INST	GEIA	N/A	0.00	1.20
BLKRK FLOTNG RT INC INST	CJVA	N/A	0.00	0.68
BLKRK GLBL ALLOC INST	AHKA	N/A	0.00	0.88
BLKRK GLBL ALLOC K	HERA	N/A	0.00	0.78
BLKRK GLBL DIVD INST	CJXA	N/A	0.00	0.79

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
BLKRK GLBL DIVD K	HESA	N/A	0.00	0.71
BLKRK GLBLEQMKTNUSTR INST	CYOA	N/A	0.00	1.54
BLKRK GNMA INST	EIIA	N/A	0.00	1.08
BLKRK GNMA K	BOEA	N/A	0.00	0.98
BLKRK HI YLD INST	EIJA	N/A	0.00	0.58
BLKRK HI YLD K	BOFA	N/A	0.00	0.48
BLKRK HLTH SCNC OPPR INST	SHSA	N/A	0.00	0.84
BLKRK HLTH SCNC OPPR INV	BSAA	N/A	0.00	1.09
BLKRK IMPCT MRTG INST	FMWA	N/A	0.00	1.91
BLKRK INC INST	FELA	N/A	0.00	0.85
BLKRK INFL PRTCT BD INST	EIKA	N/A	0.00	1.01
BLKRK INFL PRTCT BD K	BOGA	N/A	0.00	0.85
BLKRK INFL PRTCT BD K	BOGD	N/A	0.00	0.85
BLKRK INTL DIVD INST	AHWA	N/A	0.00	1.07
BLKRK IS DVLRLSTINDX INS	EFXA	N/A	0.00	0.20
BLKRK IS DVLRLSTINDX K	HEVA	N/A	0.00	0.14
BLKRK IS MSCI TTLINTLIND	DJZA	N/A	0.00	0.12
BLKRK IS RSL2000SMCPIND K	DJYA	N/A	0.00	0.07
BLKRK IS RSLSMDCAPINDX K	DONA	N/A	0.00	0.09
BLKRK IS S P 500 INDX INS	CECA	N/A	0.00	0.10
BLKRK IS S P 500 INDX K	DJXA	N/A	0.00	0.03
BLKRK IS TTLSTKMKKT INDX K	DOOA	N/A	0.00	0.02
BLKRK IS USAGGREGTBDINDX	DOPA	N/A	0.00	0.05
BLKRK ISMSCIEAFEINTIND K	DWYA	N/A	0.00	0.05
BLKRK ISRSL1000LCPIND INS	CPOA	N/A	0.00	0.13
BLKRK ISRSSL MDCAPINDX K	DJWA	N/A	0.00	0.05
BLKRK LGCAP FOCS GR INST	FOEA	N/A	0.00	0.77
BLKRK LGCAP FOCS GR K	HAWA	N/A	0.00	0.67
BLKRK LGCAP INDX K	DIBA	N/A	0.00	0.07
BLKRK LOW DUR BD INST	EILA	N/A	0.00	0.43
BLKRK LOW DUR BD K	BOHA	N/A	0.00	0.37
BLKRK MDCAP DIVD INST	AIQA	N/A	0.00	0.82

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
BLKRK MDCAP GR EQ INST	AIWA	N/A	0.00	0.84
BLKRK MULT ASST INC INST	CKHA	N/A	0.00	0.66
BLKRK NATRL RSRC TR INST	AJBA	N/A	0.00	0.90
BLKRK REALEST SEC INST	FEOA	N/A	0.00	1.10
BLKRK STRAT GLBL BD INST	GYWA	N/A	0.00	0.79
BLKRK STRAT INC OPFR I	CKIA	N/A	0.00	0.76
BLKRK SUSTNBL BAL K	HETA	N/A	0.00	0.49
BLKRK TCTCL OPFR INST	AHBA	N/A	0.00	0.84
BLKRK TECH OPFR INST	GPQA	N/A	0.00	0.98
BLKRK TECH OPFR K	HEUA	N/A	0.00	0.87
BLKRK TTL RTN INST	EIMA	N/A	0.00	0.45
BLKRK TTL RTN K	BOIA	N/A	0.00	0.37
BLKRK UNCNSTRND EQ INST	AHMA	N/A	0.00	0.95
BLLIEGFRD EMRG MKT K	FLWA	N/A	0.00	0.81
BLLIEGFRD INTL EQ K	FLYA	N/A	0.00	0.60
BNYMEL APP Y	GMNA	N/A	0.00	0.59
BNYMEL BD MKT INDX I	DBTA	N/A	0.00	0.17
BNYMEL DEVL MKT REALEST SEC I	BFXA	N/A	0.00	1.15
BNYMEL EQ INC I	CODA	N/A	0.00	0.80
BNYMEL GLBL FXD INC I	DOUA	N/A	0.00	0.54
BNYMEL GLBL RTN I	COFA	N/A	0.00	0.94
BNYMEL INTL BD I	BGAA	N/A	0.00	0.77
BNYMEL MDCAP INDX INV	FESA	N/A	0.00	0.51
BNYMEL RSRCH GR Z	COHA	N/A	0.00	0.86
BNYMEL SEL MGR SMCAP GR I	COIA	N/A	0.00	N/A
BNYMEL SEL MGR SMCAP VAL	COJA	N/A	0.00	N/A
BNYMEL SMMDCAP GR I	COLA	N/A	0.00	0.76
BRWN INTL ALL CO INV	ERJA	N/A	0.00	1.88
BRWN MD CO INV	ERKA	N/A	0.00	1.75
BRWNADV SMC PFD MNTL VAL INS	GIRA	N/A	0.00	1.10
BRWNADV SUSTNBL GR INST	GEJA	N/A	0.00	0.63
BSTNPRT LNGSHRTRS RCH INST	DKAA	N/A	0.00	1.88

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
BTS TCTCL FXD INC I	ERLA	N/A	0.00	1.48
BUF DISC RTL	BFTA	N/A	0.00	1.01
BUF DIVD FOCS RTL	DOQA	N/A	0.00	0.93
BUF FLEX INC RTL	BUFA	N/A	0.00	1.01
BUF GR RTL	BUGA	N/A	0.00	0.92
BUF INTL RTL	DORA	N/A	0.00	1.03
BUF MDCAP RTL	BUMA	N/A	0.00	1.03
CALAMOS EVOL WLD GR INST	BFIA	N/A	0.00	1.38
CALAMOS TTL RTN BD INST	BFKA	N/A	0.00	0.99
CALAMOS VAL INST	BFLA	N/A	0.00	1.37
CALAMOS GLBL EQ I	CIGA	N/A	0.00	1.25
CALAMOS GLBL GR INC I	CGCA	N/A	0.00	1.24
CALAMOS GR I	CRXA	N/A	0.00	1.07
CALAMOS GR INC I	CGIA	N/A	0.00	0.81
CALAMOS HI INC OPRR INST	BFJA	N/A	0.00	1.18
CALAMOS INTL GR I	CXGA	N/A	0.00	1.24
CALAMOS MKT NUTRL INC I	CMNA	N/A	0.00	0.95
CALVERT MDCAP I	CEFA	N/A	0.00	1.01
CARILN CLARIVST CAP APP I	HCCA	N/A	0.00	0.91
CARILN EAGLE GR INC R6	DYCA	N/A	0.00	0.64
CARILN EAGLE MDCAP GR I	BPIA	N/A	0.00	0.73
CARILN EAGLE SMCAP GR R6	DYDA	N/A	0.00	0.83
CARILN REAMS COR BD I	CJDA	N/A	0.00	0.76
CARILN REAMS COR PLS BD I	CJEA	N/A	0.00	N/A
CARILN REAMS UNCNSTRNDBD	CJFA	N/A	0.00	N/A
CARILN SCOUT MDCAP R6	HASA	N/A	0.00	N/A
CASH BAL CIT FEE R1	GBHA	N/A	0.00	N/A
CATLYST BFR SHLD I	GPRA	N/A	0.00	1.80
CATLYST MLBRN HDG STRAT I	FXZA	N/A	0.00	1.92
CAUSWY INTL VAL INST	EWRA	N/A	0.00	0.90
CHMPLN MDCAP INST	GYXA	N/A	0.00	0.84
CLEARBRIDGE VALUE FUND I	LMNA	N/A	0.00	0.80

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
CLRBRDG LGCAP GR R1	ETKA	N/A	0.00	N/A
CLVRT BAL I	BUYA	N/A	0.00	0.68
CLVRT BD I	AJGA	N/A	0.00	0.56
CLVRT EQ I	CEYA	N/A	0.00	0.66
CLVRT EQ R6	GISA	N/A	0.00	0.59
CLVRT GLBL ENRGY SOLTNS I	BFMA	N/A	0.00	1.18
CLVRT INC I	CINA	N/A	0.00	0.68
CLVRT INTL EQ I	CWVA	N/A	0.00	0.95
CLVRT INTL OPRR I	FOPA	N/A	0.00	1.06
CLVRT INTL RSP INDX I	GHMA	N/A	0.00	0.40
CLVRT INTL RSP INDX R6	FSUA	N/A	0.00	0.37
CLVRT SHRT DUR INC INST	BZLA	N/A	0.00	0.52
CLVRT SMCAP I	CSVA	N/A	0.00	0.94
CLVRT SOC INDX I	CISA	N/A	0.00	0.35
CNSTGA SM CAP INST	DOSA	N/A	0.00	0.98
COHENSTRS INST REAL	HCFA	N/A	0.00	0.76
COHENSTRS INTL REAL INST	BFPA	N/A	0.00	1.19
COHENSTRS PRFRD SEC INC I	DMIA	N/A	0.00	0.85
COHENSTRS REAL Z	GIUA	N/A	0.00	0.84
COHENSTRS REALEST SEC INS	DICA	N/A	0.00	0.84
COHENSTRS REALEST SEC Z	DRQA	N/A	0.00	0.75
COL ACORN INST2	CPPA	N/A	0.00	0.87
COL ACORN INTL INST2	CPQA	N/A	0.00	1.05
COL ADPTV RSK ALLOC INST2	CQGA	N/A	0.00	0.78
COL ADPTV RSK ALLOC INST3	HFAA	N/A	0.00	0.74
COL BAL INST2	CPRA	N/A	0.00	0.64
COL BAL INST3	GIWA	N/A	0.00	0.60
COL CAP ALLOC BAL INST3	HFBA	N/A	0.00	0.08
COL COMDTY STRAT INST3	HFDA	N/A	0.00	0.72
COL CONTRA COR INST2	CPSA	N/A	0.00	0.68
COL CONV SEC INST2	CPTA	N/A	0.00	0.86
COL CONV SEC INST3	GHHA	N/A	0.00	0.81

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
COL CORP INC INST2	CPUA	N/A	0.00	0.57
COL DIVD INC INST2	CPVA	N/A	0.00	0.60
COL DIVD OPFR INST2	CPWA	N/A	0.00	0.71
COL EMRG MKT BD INST2	CPXA	N/A	0.00	0.75
COL EMRG MKT INST3	FEVA	N/A	0.00	1.10
COL FLOTNG RT INST2	CPYA	N/A	0.00	0.78
COL GLBL TECH ADV	ETVA	N/A	0.00	0.94
COL GLBL TECH GR INST3	HFEA	N/A	0.00	0.83
COL GLBL VAL INST3	HFFA	N/A	0.00	0.77
COL HI YLD BD INST2	CQAA	N/A	0.00	0.72
COL INC BLDR INST2	CQBA	N/A	0.00	0.10
COL INTGRTD LGCAP GR ADV	GQVA	N/A	0.00	0.98
COL INTGRTD LGCAP VAL ADV	GQUA	N/A	0.00	1.00
COL INTL DIVD INC INST3	HFGA	N/A	0.00	0.86
COL LGCAP VAL A	ADEA	N/A	0.00	0.99
COL LTD DUR CR INST2	CQEA	N/A	0.00	0.53
COL MDCAP INDX INST2	FMLA	N/A	0.00	0.28
COL OVRSEAS VAL INST2	DHWA	N/A	0.00	0.87
COL OVRSEAS VAL INST3	GUGA	N/A	0.00	0.82
COL REALEST EQ INST3	HFHA	N/A	0.00	0.87
COL SEL GLBL EQ INST3	GAMA	N/A	0.00	0.92
COL SEL LGCAP GR INST2	CQHA	N/A	0.00	0.81
COL SEL LGCAP VAL INST2	CQIA	N/A	0.00	0.75
COL SEL MDCAP VAL INST2	CQFA	N/A	0.00	0.81
COL SEL SMCAP VAL INST2	CQJA	N/A	0.00	0.99
COL SLIGMN TECHINFO INST3	HFJA	N/A	0.00	0.86
COL SMCAP INDX INST2	EMZA	N/A	0.00	0.20
COL SMCAP VAL I INST 3	GNWA	N/A	0.00	0.86
COL SMCAP VAL II INST 3	GQWA	N/A	0.00	0.88
COL STRAT INC INST2	CQKA	N/A	0.00	0.64
COL THRMST INST2	CQLA	N/A	0.00	0.28
COL THRMST INST3	HFKA	N/A	0.00	0.24

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
COL US TRSRY INDX INST3	HFLA	N/A	0.00	0.40
COLOVRSVALMYWYRTRMTINTLVA	FZBA	N/A	0.00	N/A
COLU QULT INC INST2	CQMA	N/A	0.00	0.60
COMRC GR	FOQA	N/A	0.00	0.71
CONGRESS LGCAP GR RTL	ETWA	N/A	0.00	0.94
CONGRESS MDCAP GR RTL	ETXA	N/A	0.00	1.04
CONGRESS MDCAP INST	GIXA	N/A	0.00	0.79
CONGRESS SMCAP GR INST	HAAA	N/A	0.00	1.07
COR PLUS BD R1	GBIA	N/A	0.00	N/A
CRI BD INSTR6	HEWA	N/A	0.00	0.36
CRI EQ INDX INST	HEXA	N/A	0.00	0.11
CRI INTL EQ INST	HEYA	N/A	0.00	0.81
CRI SMCAP INST	HEZA	N/A	0.00	0.29
CRMWLL CNTRSQR REALEST IN	CEVA	N/A	0.00	1.12
CRMWLL CNTRSQRREALESTINST	HCGA	N/A	0.00	1.03
CRMWLL LNGSHRT INST	CGSA	N/A	0.00	2.35
CRSUISSETR COMDTY RTNSTRA	BFQA	N/A	0.00	1.04
DAVENPORT CORE LDRS FUND	DNXA	N/A	0.00	0.87
DAVIS FIN Y	AJMA	N/A	0.00	0.73
DAVIS NY VNTR Y	DNVA	N/A	0.00	0.67
DAVIS OPPTY	AJNA	N/A	0.00	0.68
DAVIS REALEST Y	AJOA	N/A	0.00	0.75
DBLINE COR FXD INC I	CYRA	N/A	0.00	0.47
DBLINE ENHCD CAPE I	DYBA	N/A	0.00	0.54
DBLINE LOW DUR BD I	CYSA	N/A	0.00	0.43
DBLINE TTL RTN BD N	BZOA	N/A	0.00	0.75
DE IVY CLIMATE SOLTNS R6	DYWA	N/A	0.00	1.07
DE CORP BD INST	CBXA	N/A	0.00	0.67
DE DIVD INC INST	BFRA	N/A	0.00	0.80
DE DIVRS INC A	DPDA	N/A	0.00	0.87
DE DIVRS INC INST	AJPA	N/A	0.00	0.62
DE EMRG MKT INST	BFUA	N/A	0.00	1.34

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
DE EXTND DUR BD INST	AJQA	N/A	0.00	0.80
DE GLBL EQ INST	EDRA	N/A	0.00	N/A
DE HI YLD OPPr INST	DHIA	N/A	0.00	N/A
DE HLTHCARE I	ENEA	N/A	0.00	1.00
DE IVY COR BD I	AOIA	N/A	0.00	N/A
DE IVY GLBL BD R6	HDXA	N/A	0.00	0.74
DE IVY GLBL EQ II I	EMYA	N/A	0.00	N/A
DE IVY GLBL EQ II R6	DYYA	N/A	0.00	N/A
DE IVY REAL EST SEC I	APHA	N/A	0.00	1.14
DE IVY SCNC TECH I	ITIA	N/A	0.00	0.91
DE LTD TRM DIVRS INC A	GZYA	N/A	0.00	0.95
DE LTD TRM DIVRS INC INST	BUZA	N/A	0.00	0.70
DE MID CAP GR EQ INST	AJUA	N/A	0.00	N/A
DE REIT INST	AJRA	N/A	0.00	1.16
DE SEL GR INST	AJSA	N/A	0.00	N/A
DE SMCAP COR INST	DIEA	N/A	0.00	0.84
DE SMCAP VAL INST	AJTA	N/A	0.00	0.86
DE VAL INST	AJVA	N/A	0.00	0.69
DFA COMDTY STRAT INST	DIFA	N/A	0.00	0.39
DFA EMRG MKT COR EQ INST	BTMA	N/A	0.00	0.39
DFA EMRG MKT SMCAP	DSXA	N/A	0.00	0.79
DFA EMRG MKT SMCAP	DSXD	N/A	0.00	0.79
DFA EMRG MKT SOCCOREQ INS	BXCA	N/A	0.00	0.44
DFA EMRG MKT VAL	DFEA	N/A	0.00	0.15
DFA EMRG MKT	DXMA	N/A	0.00	0.45
DFA FIVE YR GLBL FXD INC	DGBA	N/A	0.00	0.22
DFA GLBL ALLOC 25 75 INST	DGTA	N/A	0.00	0.39
DFA GLBL ALLOC 60 40 INST	DGSA	N/A	0.00	0.42
DFA GLBL EQ INST	DGEA	N/A	0.00	0.43
DFA GLBL REALEST SEC INST	BTNA	N/A	0.00	0.31
DFA GLBL SMCOST INST	HFQA	N/A	0.00	0.64
DFA GLBLCORPLSFxDINC INST	GNXA	N/A	0.00	0.24

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
DFA INFL PRTCT SEC INST	BZMA	N/A	0.00	0.11
DFA INTL COR EQ INST	BRCA	N/A	0.00	0.23
DFA INTL LGCAP GR	ERMA	N/A	0.00	0.28
DFA INTL SM CO INST	DFIA	N/A	0.00	0.39
DFA INTL SMCAP GR INST	DRRA	N/A	0.00	0.49
DFA INTL SMCAP GR INST	DRRD	N/A	0.00	0.49
DFA INTL SMCAP VAL	DISA	N/A	0.00	0.43
DFA INTL SOC COR EQ INST	EIWA	N/A	0.00	0.26
DFA INTL SUSTNBL COR 1	BXDA	N/A	0.00	0.24
DFA INTL VAL	DFVA	N/A	0.00	0.49
DFA INTL VECTR EQ INST	EIXA	N/A	0.00	0.34
DFA INTMD GOVT FXDINC INS	DXGA	N/A	0.00	0.12
DFA INVMT GRD FXD INST	CQNA	N/A	0.00	0.20
DFA LGCAP INTL	DFAA	N/A	0.00	0.17
DFA ONE YR FXD INC	DIHA	N/A	0.00	0.13
DFA REALEST SEC	DRSA	N/A	0.00	0.20
DFA SELHDGGLBLFXDINC INST	HFXA	N/A	0.00	0.16
DFA SOC FXD INC INST	EIYA	N/A	0.00	0.22
DFA ST EXTND QULTY INST	BZNA	N/A	0.00	0.20
DFA ST GOVT	DFYA	N/A	0.00	0.18
DFA SUSTNBL COR 1	BXFA	N/A	0.00	0.17
DFA TRGT CR INST	GNYA	N/A	0.00	0.22
DFA TWO YR GLBL FXD INC	DXFA	N/A	0.00	0.17
DFA TWO YR GLBL FXD INC	DXFD	N/A	0.00	0.17
DFA US COR EQ I	DFOA	N/A	0.00	0.15
DFA US CORE EQ 2 INST	BTOA	N/A	0.00	0.19
DFA US LG CO	DXXA	N/A	0.00	0.09
DFA US LGCAP EQ INST	CVEA	N/A	0.00	0.13
DFA US LGCAP GR INST	DXZA	N/A	0.00	0.18
DFA US LGCAP VAL INST	DFLA	N/A	0.00	0.32
DFA US MICRO CAP INST	DSCA	N/A	0.00	0.41
DFA US SMCAP GR INST	DYAA	N/A	0.00	0.32

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
DFA US SMCAP INST	DFTA	N/A	0.00	0.28
DFA US SMCAP VAL INST	DVUA	N/A	0.00	0.31
DFA US SOC COR EQ 2	BXEA	N/A	0.00	0.22
DFA US TRGT VAL INST	DFXA	N/A	0.00	0.30
DFA US VECTR EQ INST	BTPA	N/A	0.00	0.28
DFA WLDEXUS COREQ INST	EIZA	N/A	0.00	0.30
DFA WLDEXUS TRGT VAL INST	EJAA	N/A	0.00	0.48
DFA WLDEXUS VAL INST	EJBA	N/A	0.00	0.55
DFA WLDEXUSGOVTFXDINC INS	DRTA	N/A	0.00	0.20
DFDENT MDCAP GR INST	FQQA	N/A	0.00	0.87
DFDENT PRMR GR INV	FQSA	N/A	0.00	1.13
DIAMOND HILL LGCAP I	AJWA	N/A	0.00	0.67
DIAMOND HILL LNG SHRT INS	BFWA	N/A	0.00	1.49
DIAMOND HILL MDCAP I	CQOA	N/A	0.00	0.77
DIAMOND HILL SEL I	GIYA	N/A	0.00	0.87
DIAMOND HILL SMCAP I	AJXA	N/A	0.00	0.97
DODGECOX INC X	HGBA	N/A	0.00	0.36
DODGECOX INTL STK I	DGLA	N/A	0.00	0.62
DODGECOX STK I	DODA	N/A	0.00	0.51
DODGECOX STK X	HGCA	N/A	0.00	0.46
DOMINI IMPCT INTL EQ INST	EFUA	N/A	0.00	0.92
DVNPRT EQ OPP	DNWA	N/A	0.00	0.88
DVNPRT SMCAP FOCS	EFNA	N/A	0.00	0.89
DVNPRT VAL INC	DNZA	N/A	0.00	0.87
DWS CAP GR S	DWZA	N/A	0.00	0.68
DWS COR EQ S	DXAA	N/A	0.00	0.56
DWS CROCI EQ DIVD INST	PKIA	N/A	0.00	0.76
DWS CROCI INTL S	CYPA	N/A	0.00	0.93
DWS CROCI US S	DXBA	N/A	0.00	0.68
DWS EMRG MKT EQ S	ENGA	N/A	0.00	1.22
DWS ENHCDCOMDTSTRAT INST	DXCA	N/A	0.00	1.06
DWS EQ 500 INDX INST	SBTA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
DWS ESG COR EQ S	DXVA	N/A	0.00	0.72
DWS FLOTNG RT INST	CQPA	N/A	0.00	0.93
DWS FLOTNG RT S	DXEA	N/A	0.00	1.09
DWS GLBL HI INC S	DXJA	N/A	0.00	0.76
DWS GLBL INC BLDR INST	CQQA	N/A	0.00	0.67
DWS GLBL INC BLDR S	DXKA	N/A	0.00	0.73
DWS GLBL INFR S	DXOA	N/A	0.00	1.21
DWS GLBL MACRO S	DXHA	N/A	0.00	1.05
DWS GLBL SMCAP INST	BGGA	N/A	0.00	1.18
DWS GLBLREALEST SEC S	DXQA	N/A	0.00	1.16
DWS GNMA S	DXRA	N/A	0.00	0.61
DWS HI INC S	DXTA	N/A	0.00	0.79
DWS LTN AM EQ S	BGJA	N/A	0.00	1.32
DWS RREEF REALESSEC INST	PRXA	N/A	0.00	0.62
DWS RREEF REALEST SEC R6	GIZA	N/A	0.00	0.54
DWS RREEF REALEST SEC S	CEJA	N/A	0.00	0.75
DWS SCNC TECH S	DXWA	N/A	0.00	0.72
DWS SMCAP COR INST	EFSA	N/A	0.00	0.90
DWS SMCAP COR S	DKEA	N/A	0.00	0.94
DWS SMCAP GR S	DXYA	N/A	0.00	1.01
EDGWD GR INST	GPSA	N/A	0.00	1.03
EMERALD BK FIN INST	BZRA	N/A	0.00	1.43
EMERALD GR A	HSPA	N/A	0.00	1.10
EMERALD GR INST	ANKA	N/A	0.00	0.79
EV ATLNTA CAP FOCS GR INS	BTQA	N/A	0.00	0.78
EV ATLNTA CAP SMID CAP I	AKEA	N/A	0.00	0.89
EV DIVD BLDR INST	BGMA	N/A	0.00	0.76
EV FLOTNG RT HI INC INST	BGQA	N/A	0.00	0.83
EV FLOTNG RT INST	BGOA	N/A	0.00	0.81
EV GLBL MACRO ABS RTN INS	BVAA	N/A	0.00	1.13
EV GLBL SOVRGN OPPI I	CKQA	N/A	0.00	0.72
EV GOVT OPPI INST	DIJA	N/A	0.00	1.15

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
EV GR I	AKFA	N/A	0.00	0.80
EV HI INC OPPI I	GYA	N/A	0.00	0.70
EV INC FD OF BOSTON INST	BGSA	N/A	0.00	0.75
EV INC FD OF BOSTON R6	DRUA	N/A	0.00	0.66
EV LGCAP VAL L	BGTA	N/A	0.00	0.78
EV MUNI OPPI I	DCSA	N/A	0.00	0.74
EV PMETRIC EMRG MKT INST	CSDA	N/A	0.00	1.43
EV PMETRIC INTL EQ INST	CSEA	N/A	0.00	0.58
EV RICHBRNSTN EQSTRAT INS	CVHA	N/A	0.00	0.95
EV SMCAP I	AKGA	N/A	0.00	0.96
EV STRAT INC I	AKHA	N/A	0.00	0.95
EV WW HLTH SCNC A	ETHA	N/A	0.00	1.17
EVENTDE COR BD I	HCHA	N/A	0.00	0.81
EVENTDE EXPO TECH I	HCKA	N/A	0.00	1.50
EVENTDE GILEAD I	ERNA	N/A	0.00	1.18
EVENTDE HLTH LF SCNC I	GPUA	N/A	0.00	1.30
EVENTDE LGCAP FOCS I	HCLA	N/A	0.00	2.64
EVENTDE LTD TRM BD I	GPVA	N/A	0.00	0.71
EVENTDE MULTASST INC I	EROA	N/A	0.00	0.90
F&T BEH SMCAP EQ R6	GBFA	N/A	0.00	0.64
FAM DIVD FOCS INV	DYEA	N/A	0.00	1.21
FAM VAL INST	DYFA	N/A	0.00	1.14
FED HRMS CLVR SM VAL INST	AKNA	N/A	0.00	1.21
FED HRMS CORP BD INST	AKJA	N/A	0.00	0.74
FED HRMS EQ INC INST	CCUA	N/A	0.00	0.90
FED HRMS GLBL ALLOC INST	AKIA	N/A	0.00	1.16
FED HRMS GOV OBLGTNS PRMR	DJRA	N/A	0.00	0.15
FED HRMS GOV OBLGTNS PRMR	DJRD	N/A	0.00	0.15
FED HRMS GOVULTRASHRT INS	FGUA	N/A	0.00	0.43
FED HRMS INST HIYLDBD INS	FIHA	N/A	0.00	0.54
FED HRMS INTL EQ INST	AZOA	N/A	0.00	1.08
FED HRMS INTL LDRS INST	BVCA	N/A	0.00	1.08

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FED HRMS INTMDCORPBD INST	AKQA	N/A	0.00	0.81
FED HRMS INTSTRVLDVD INS	BVDA	N/A	0.00	1.00
FED HRMS KAUFMAN INST	GPYA	N/A	0.00	1.47
FED HRMS KAUFMAN SMCAP R6	FLZA	N/A	0.00	0.91
FED HRMS KAUFMANLGCAP INS	BVEA	N/A	0.00	0.94
FED HRMS MDCPINDX R6	HGFA	N/A	0.00	0.43
FED HRMS MDT LGCAPVAL INS	AKVA	N/A	0.00	0.76
FED HRMS MDT MDCAPGR R6	FFBA	N/A	0.00	0.93
FED HRMS MDT SMCAP GR INS	BVFA	N/A	0.00	1.08
FED HRMS MDT SMCAPCOR INS	ENJA	N/A	0.00	1.03
FED HRMS MDTMDCPGRSTR INS	BVGA	N/A	0.00	1.02
FED HRMS PRUDNT BEAR INST	AKWA	N/A	0.00	1.55
FED HRMS SELTTLRTNBD INST	FGMA	N/A	0.00	3.08
FED HRMS SHINTDTRLRTBD INS	FGCA	N/A	0.00	0.47
FED HRMS SHINTDTRLRTBD R6	GHGA	N/A	0.00	0.42
FED HRMS SHRT TRM INC INS	HADA	N/A	0.00	0.49
FED HRMS SHRT TRM INC SVC	BVHA	N/A	0.00	0.74
FED HRMS ST GOV INST	FGZA	N/A	0.00	0.67
FED HRMS ST INTMD GOV INS	BPKA	N/A	0.00	0.79
FED HRMS STRAT INC INST	AKXA	N/A	0.00	0.82
FED HRMS STRTVALDIVD INST	BTSA	N/A	0.00	0.80
FED HRMS TRSRYOBLGTN INST	EWTA	N/A	0.00	0.28
FED HRMS TTL RTN BD INST	FGRA	N/A	0.00	0.45
FED HRMS TTL RTN BD R6	HCMA	N/A	0.00	0.40
FED HRMS TTLRTN GOVBD R6	HGGA	N/A	0.00	0.50
FED HRMS TTLRTNGVTBD INST	FGGA	N/A	0.00	0.55
FED HRMS ULTRASHRTBD INST	FGLA	N/A	0.00	0.44
FED US TRSRYCSHRSRVS INST	HARA	N/A	0.00	0.28
FEDHRMS CLVR SMVAL R6	HGDA	N/A	0.00	1.11
FID 500 INDX	EVMA	N/A	0.00	0.02
FID ASST MGR 20 I	EUAA	N/A	0.00	0.55
FID ASST MGR 30 I	EUBA	N/A	0.00	0.58

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FID ASST MGR 40 I	EUCA	N/A	0.00	0.57
FID ASST MGR 50 I	EUDA	N/A	0.00	0.64
FID ASST MGR 60 I	EUFA	N/A	0.00	0.74
FID BLUE CHIP GR	CTYA	N/A	0.00	0.69
FID DIVRS INTL K	HGNA	N/A	0.00	0.54
FID EMRG MKT INDX	EVNA	N/A	0.00	0.08
FID EMRG MKT K	HGOA	N/A	0.00	0.77
FID EXTD MKT INDX	EVOA	N/A	0.00	0.04
FID GLBL EXUS INDX	EVPA	N/A	0.00	0.06
FID INFL PRTCT BD INDX	EVQA	N/A	0.00	0.05
FID INTL BD INDX	GEQA	N/A	0.00	0.06
FID INTL INDX	EVSA	N/A	0.00	0.04
FID INTL SMCAP	HCRA	N/A	0.00	1.17
FID INTL SUSTNBL INDX	GHFA	N/A	0.00	0.20
FID INTMD TRSRY BD INDX	FKWA	N/A	0.00	0.03
FID LG CAP GR INDX	EVVA	N/A	0.00	0.04
FID LG CAP VAL INDX	EVWA	N/A	0.00	0.04
FID LT TRSRYBD INDX	HGPA	N/A	0.00	0.03
FID MDCAP GR INDX	FPDA	N/A	0.00	0.05
FID MDCAP INDX	EVYA	N/A	0.00	0.03
FID MDCAP VAL INDX	FPEA	N/A	0.00	0.05
FID MULT ASST INDX	DKJA	N/A	0.00	0.10
FID NEW MILLNM	HGQA	N/A	0.00	0.87
FID NSDQ CMPST INDX	DSBA	N/A	0.00	0.34
FID OVRSEAS K	HGRA	N/A	0.00	0.62
FID REALEST INDX	EVZA	N/A	0.00	0.07
FID REALEST	HGSA	N/A	0.00	0.72
FID SEL SMICNDTR	HAEA	N/A	0.00	0.68
FID SMCAP GR INDX	FPFA	N/A	0.00	0.05
FID SMCAP INDX	EWBA	N/A	0.00	0.03
FID SMCAP STK K6	HGTA	N/A	0.00	0.60
FID SMCAP VAL INDX	FPHA	N/A	0.00	0.05

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FID ST TRSRY BD INDX	EWGA	N/A	0.00	0.03
FID SUSTNBL BD INDX	HGUA	N/A	0.00	0.10
FID TRSRY MNY MKT	GYZA	N/A	0.00	0.42
FID TTL INTL INDX	GERA	N/A	0.00	0.06
FID TTL MKT INDX	EWCA	N/A	0.00	0.02
FID US BD INDX	EWDA	N/A	0.00	0.02
FID US SUSTNBL	HGVA	N/A	0.00	0.11
FIDADV ASST MGR 70 INST	AKZA	N/A	0.00	0.70
FIDADV ASST MGR 85 I	ERPA	N/A	0.00	0.72
FIDADV BAL I	FIOA	N/A	0.00	0.57
FIDADV BIO INST	CYTA	N/A	0.00	0.74
FIDADV BIO Z	HGHA	N/A	0.00	0.61
FIDADV CANADA INST	ALFA	N/A	0.00	1.03
FIDADV CHINA REG INST	ALHA	N/A	0.00	0.94
FIDADV CNSMR DISCRTNY INS	BGUA	N/A	0.00	0.77
FIDADV CNSMR STPLS INST	CBYA	N/A	0.00	0.74
FIDADV COMM SVC I	HCOA	N/A	0.00	0.76
FIDADV CONV SEC INST	BZSA	N/A	0.00	0.77
FIDADV DIVD GR INST	ALNA	N/A	0.00	0.76
FIDADV DIVRS INTL I	FVIA	N/A	0.00	0.94
FIDADV DIVRS STK INST	CKSA	N/A	0.00	0.59
FIDADV EMRG ASIA INST	BGWA	N/A	0.00	0.99
FIDADV EMRG MKT Z	ERQA	N/A	0.00	0.89
FIDADV ENRGY I	FIXA	N/A	0.00	0.74
FIDADV EQ GR INST	FEXA	N/A	0.00	0.71
FIDADV EQ GR Z	HCPA	N/A	0.00	0.59
FIDADV EQ INC INST	ALOA	N/A	0.00	0.65
FIDADV EURO INST	CPHA	N/A	0.00	0.68
FIDADV FLOT RT HI INC INS	ALUA	N/A	0.00	0.70
FIDADV FOCs EMRG MKT Z	ERQD	N/A	0.00	0.89
FIDADV FREE 2005 INST	ALWA	N/A	0.00	N/A
FIDADV FREE 2010 INST	ALYA	N/A	0.00	0.48

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FIDADV FREE 2015 INST	AMLA	N/A	0.00	0.53
FIDADV FREE 2020 INST	ALZA	N/A	0.00	0.57
FIDADV FREE 2025 INST	AMAA	N/A	0.00	0.61
FIDADV FREE 2030 INST	AMDA	N/A	0.00	0.65
FIDADV FREE 2035 INST	AMGA	N/A	0.00	0.70
FIDADV FREE 2040 INST	AMHA	N/A	0.00	0.74
FIDADV FREE 2045 INST	AMJA	N/A	0.00	0.75
FIDADV FREE 2050 INST	AMKA	N/A	0.00	0.75
FIDADV FREE 2055 INST	BTUA	N/A	0.00	0.75
FIDADV FREE 2060 INST	CVJA	N/A	0.00	0.75
FIDADV FREE 2065 INST	FMXA	N/A	0.00	0.75
FIDADV FREE INC INST	AMNA	N/A	0.00	0.47
FIDADV GLBL CAP APP INST	AMPA	N/A	0.00	0.88
FIDADV GOLD I	FOWA	N/A	0.00	0.76
FIDADV GR INC INST	AMQA	N/A	0.00	0.66
FIDADV GR OPFR INST	AMSA	N/A	0.00	0.47
FIDADV GR OPFR Z	HCQA	N/A	0.00	0.35
FIDADV HI INC ADVTG I	BZTA	N/A	0.00	0.73
FIDADV HI INC ADVTG Z	HGIA	N/A	0.00	0.64
FIDADV HI INC INST	EZJA	N/A	0.00	0.85
FIDADV HLTH CARE I	FOYA	N/A	0.00	0.72
FIDADV INDSTRLS I	FOZA	N/A	0.00	0.76
FIDADV INTL CAP APP INST	AMWA	N/A	0.00	0.80
FIDADV INTL DISC I	FMYA	N/A	0.00	0.67
FIDADV INTL GR INST	CKUA	N/A	0.00	0.94
FIDADV INTL REALEST INST	AMYA	N/A	0.00	0.92
FIDADV INTL SMCAP I	GVQA	N/A	0.00	1.16
FIDADV INVMT GRD BD INST	AMZA	N/A	0.00	0.50
FIDADV JPN INST	ANCA	N/A	0.00	0.94
FIDADV LEVR CO STK I	FAJA	N/A	0.00	0.79
FIDADV LGCAP INST	ANEA	N/A	0.00	0.90
FIDADV MDCAP II I	FIMA	N/A	0.00	0.74

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FIDADV MEGCAP STK INST	CQRA	N/A	0.00	0.63
FIDADV MRTG SEC I	FMSA	N/A	0.00	0.52
FIDADV MTRLS I	DRVA	N/A	0.00	0.75
FIDADV NEW INSGHTS I	BGXA	N/A	0.00	0.44
FIDADV NEW MKT INC I	EZIA	N/A	0.00	0.85
FIDADV REALEST I	FHEA	N/A	0.00	0.84
FIDADV REALEST INC INST	ERRA	N/A	0.00	0.73
FIDADV REALEST Z	HGJA	N/A	0.00	0.60
FIDADV SMCAP GR Z	ENMA	N/A	0.00	0.93
FIDADV SMCAP I	ANGA	N/A	0.00	1.10
FIDADV SMCAP VAL I	FMZA	N/A	0.00	1.03
FIDADV ST BD I	DMBA	N/A	0.00	0.44
FIDADV STK SEL SMCAP Z	FGNA	N/A	0.00	0.83
FIDADV STK SEL SMCAP Z	FGND	N/A	0.00	0.83
FIDADV STKSEL ALL CAP INS	CBMA	N/A	0.00	0.64
FIDADV STKSEL MDCAP INST	ANFA	N/A	0.00	0.73
FIDADV STRAT DIVD INC A	BVJA	N/A	0.00	0.98
FIDADV STRAT DIVD INC INS	BVKA	N/A	0.00	0.73
FIDADV STRAT INC I	FSRA	N/A	0.00	0.72
FIDADV TECH Z	HGKA	N/A	0.00	0.60
FIDADV TELCOM I	FPBA	N/A	0.00	0.80
FIDADV TTL BD INST	BVOA	N/A	0.00	0.50
FIDADV UTIL I	FPCA	N/A	0.00	0.75
FIDADV UTIL Z	HGLA	N/A	0.00	0.62
FIDADV VAL INST	ANIA	N/A	0.00	0.94
FIDADV VAL STRAT INST	ANJA	N/A	0.00	0.90
FIDADV WW Z	HGMA	N/A	0.00	0.55
FIT AGGR	EZDA	N/A	0.00	N/A
FIT BAL	EZFA	N/A	0.00	N/A
FLEXPTH INDX AGGR 2025 R1	EQCA	N/A	0.00	N/A
FLEXPTH INDX AGGR 2035 R1	EQDA	N/A	0.00	N/A
FLEXPTH INDX AGGR 2045 R1	EQEA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FLEXPTH INDX AGGR 2055 R1	EQFA	N/A	0.00	N/A
FLEXPTH INDX AGGRRTRMT R1	EQGA	N/A	0.00	N/A
FLEXPTH INDX CNSRV 2025 R	EQHA	N/A	0.00	N/A
FLEXPTH INDX CNSRV 2035 R	EQIA	N/A	0.00	N/A
FLEXPTH INDX CNSRV 2045 R	EQJA	N/A	0.00	N/A
FLEXPTH INDX CNSRV 2055 R	EQKA	N/A	0.00	N/A
FLEXPTH INDX CNSRVTRMT R	EQLA	N/A	0.00	N/A
FLEXPTH INDX MOD 2025 R1	EQMA	N/A	0.00	N/A
FLEXPTH INDX MOD 2035 R1	EQNA	N/A	0.00	N/A
FLEXPTH INDX MOD 2045 R1	EQOA	N/A	0.00	N/A
FLEXPTH INDX MOD 2055 R1	EQPA	N/A	0.00	N/A
FLEXPTH INDX MODRTRMT R1	EQQA	N/A	0.00	N/A
FLEXPTH INDX+ AGGR 2025 R	EQRA	N/A	0.00	N/A
FLEXPTH INDX+ AGGR 2035 R	EQSA	N/A	0.00	N/A
FLEXPTH INDX+ AGGR 2045 R	EQTA	N/A	0.00	N/A
FLEXPTH INDX+ AGGR 2055 R	EQUA	N/A	0.00	N/A
FLEXPTH INDX+ AGGRRTRMT R	EQVA	N/A	0.00	N/A
FLEXPTH INDX+ MOD 2025 R1	ERBA	N/A	0.00	N/A
FLEXPTH INDX+ MOD 2035 R1	ERCA	N/A	0.00	N/A
FLEXPTH INDX+ MOD 2045 R1	ERDA	N/A	0.00	N/A
FLEXPTH INDX+ MOD 2055 R1	EREA	N/A	0.00	N/A
FLEXPTH INDX+ MODRTRMT R1	ERFA	N/A	0.00	N/A
FLEXPTH INDX+CNSRV 2025 R	EQWA	N/A	0.00	N/A
FLEXPTH INDX+CNSRV 2035 R	EQXA	N/A	0.00	N/A
FLEXPTH INDX+CNSRV 2045 R	EQYA	N/A	0.00	N/A
FLEXPTH INDX+CNSRV 2055 R	EQZA	N/A	0.00	N/A
FLEXPTH INDX+CNSRVTRMT R	ERAA	N/A	0.00	N/A
FLXFOCS AGGR 2025 R1	FVTA	N/A	0.00	N/A
FLXFOCS AGGR 2035 R1	FVUA	N/A	0.00	N/A
FLXFOCS AGGR 2045 R1	FVVA	N/A	0.00	N/A
FLXFOCS AGGR 2055 R1	FVWA	N/A	0.00	N/A
FLXFOCS AGGR 2065 R1	GSFA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FLXFOCS AGGR RTRMT R1	FVYA	N/A	0.00	N/A
FLXFOCS CNSRV 2025 R1	FVZA	N/A	0.00	N/A
FLXFOCS CNSRV 2035 R1	FWAA	N/A	0.00	N/A
FLXFOCS CNSRV 2045 R1	FWBA	N/A	0.00	N/A
FLXFOCS CNSRV 2055 R1	FWCA	N/A	0.00	N/A
FLXFOCS CNSRV 2065 R1	GSKA	N/A	0.00	N/A
FLXFOCS CNSRV RTRMT R1	FWDA	N/A	0.00	N/A
FLXFOCS MOD 2025 R1	FWEA	N/A	0.00	N/A
FLXFOCS MOD 2035 R1	FWFA	N/A	0.00	N/A
FLXFOCS MOD 2045 R1	FWGA	N/A	0.00	N/A
FLXFOCS MOD 2055 R1	FWHA	N/A	0.00	N/A
FLXFOCS MOD 2065 R1	GSQA	N/A	0.00	N/A
FLXFOCS MOD RTRMT R1	FWIA	N/A	0.00	N/A
FMI INTL INST	EUHA	N/A	0.00	0.80
FMI LGCAP INST	GJAA	N/A	0.00	0.71
FNKLIN MUT US VAL ADV	ANMA	N/A	0.00	0.65
FNKLN DYNATECH ADV	EUIA	N/A	0.00	0.58
FNKLN GLBL ALLOC R6	HGXA	N/A	0.00	0.65
FNKLN GOLD PREC MTLs ADV	CRRA	N/A	0.00	0.67
FNKLN GR A	FKGA	N/A	0.00	0.80
FNKLN GR ADV	BHCA	N/A	0.00	0.55
FNKLN GR OPPr ADV	BHDA	N/A	0.00	0.66
FNKLN GR SER R6	FTCA	N/A	0.00	0.47
FNKLN INC ADV	BHEA	N/A	0.00	0.46
FNKLN INC R6	EXKA	N/A	0.00	0.41
FNKLN INTL GR ADV	FNEA	N/A	0.00	0.91
FNKLN LOW DUR TTL RTN ADV	CXUA	N/A	0.00	0.71
FNKLN MGD INC R6	HGYA	N/A	0.00	0.59
FNKLN MUT BECN R6	HGWA	N/A	0.00	0.73
FNKLN REALEST SEC ADV	EPJA	N/A	0.00	0.91
FNKLN REALEST SEC R6	HGZA	N/A	0.00	0.72
FNKLN RIS DIVD ADV	BHGA	N/A	0.00	0.59

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
FNKLN SMCAP GR ADV	BHHA	N/A	0.00	0.83
FNKLN SMCAP GR R6	EXMA	N/A	0.00	0.67
FNKLN SMMD CAP GR ADV	ANOA	N/A	0.00	0.62
FNKLN STRAT INC ADV	BHJA	N/A	0.00	0.69
FNKLN TTL RTN ADV	CVNA	N/A	0.00	0.69
FNKLN US GOVT SEC ADV	BHKA	N/A	0.00	0.55
FNKLN US SMCAP EQ IS	HHAA	N/A	0.00	0.94
FNKLN UTIL R6	HHBA	N/A	0.00	0.52
FNKLN UTIL SER ADV	ANPA	N/A	0.00	0.56
FNKLNMSF MUT BECN Z	BKUA	N/A	0.00	0.77
FNKLNMSF MUT GBL DISC Z	AWDA	N/A	0.00	0.96
FNKLNMSF MUT INTL VAL Z	BKVA	N/A	0.00	0.97
FNKLNMSF MUT SHRS Z	AWGA	N/A	0.00	0.75
FNKLNTMP CHINA WLD ADV	GJBA	N/A	0.00	1.49
FNKLNTMP DEVL MKT TR ADV	BBUA	N/A	0.00	1.30
FNKLNTMP DEVL MKT TR R6	HHCA	N/A	0.00	1.15
FNKLNTMP FORGN ADV	BBVA	N/A	0.00	0.87
FNKLNTMP GBL BD ADV	CAUA	N/A	0.00	0.72
FNKLNTMP GBL BD R6	DUBA	N/A	0.00	0.60
FNKLNTMP GBL TTL RTN ADV	CNIA	N/A	0.00	0.92
FNKLNTMP GR ADV	BBXA	N/A	0.00	0.78
FNKLNTMP WLD ADV	DLJA	N/A	0.00	0.79
FPA CRSENT INST	BXGA	N/A	0.00	1.08
FPA NEW INC	CVKA	N/A	0.00	0.59
FROST GR EQ INST	BHLA	N/A	0.00	0.63
FROST LOW DUR BD INST	BHNA	N/A	0.00	0.44
FROST TTL RTN BD INST	BHOA	N/A	0.00	0.47
FRSTEGLE GBL INC BLDR R6	GUBA	N/A	0.00	0.89
FRSTEGLE GBL R6	EDIA	N/A	0.00	0.79
FRSTEGLE GOLD R6	EDJA	N/A	0.00	0.85
FRSTEGLE OVRSEAS R6	GUAA	N/A	0.00	0.80
FRSTEGLE US VAL R6	GUCA	N/A	0.00	0.84

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
GABELLI EQ INC INST	BXHA	N/A	0.00	1.18
GABELLI GOLD INST	CXXA	N/A	0.00	1.30
GABELLI SMCAP GR INST	CXWA	N/A	0.00	1.14
GABELLI VAL 25 INST	BXIA	N/A	0.00	1.25
GABELLITTON CONV SEC INST	FNFA	N/A	0.00	1.57
GABELLITTONWSTWD MTYMTS I	ECKA	N/A	0.00	1.26
GABELLITTONWSTWDSMCPEQINS	BHPA	N/A	0.00	1.35
GDMN ENHCD INC INST	GQZA	N/A	0.00	0.37
GDMNSCS ABSRTN TRK R6	HHDA	N/A	0.00	0.71
GDMNSCS BAL STRAT R6	HHEA	N/A	0.00	0.26
GDMNSCS CAP GR INST	BHRA	N/A	0.00	0.80
GDMNSCS COMDTY STRAT INST	GSBA	N/A	0.00	0.68
GDMNSCS DYNMC BD INST	CKXA	N/A	0.00	0.79
GDMNSCS EMMKTEQINSGTS INS	EJGA	N/A	0.00	1.15
GDMNSCS EMRG MKT DB INST	CUAA	N/A	0.00	0.96
GDMNSCS EMRG MKT EQ INST	FPIA	N/A	0.00	1.12
GDMNSCS EQ INC INST	BHTA	N/A	0.00	0.82
GDMNSCS FINSQTRSINSTR INS	HCSA	N/A	0.00	0.20
GDMNSCS GLBLCORFXDINC INS	GCXA	N/A	0.00	0.86
GDMNSCS GLBLCORFXDINC R6	HHFA	N/A	0.00	0.85
GDMNSCS GOVT INC INST	BHSA	N/A	0.00	0.78
GDMNSCS GQGPTNRINTLOPPR R	GANA	N/A	0.00	0.78
GDMNSCS GR INC STRAT R6	HHGA	N/A	0.00	0.23
GDMNSCS GR OPR INST	BHUA	N/A	0.00	1.02
GDMNSCS GR STRAT R6	HHHA	N/A	0.00	0.24
GDMNSCS HI YLD INST	BHVA	N/A	0.00	0.78
GDMNSCS INC BLDR INST	GSXA	N/A	0.00	0.60
GDMNSCS INFL PRTCTSEC INS	GSPA	N/A	0.00	0.41
GDMNSCS INSMCPINSIGHT INS	COOA	N/A	0.00	0.93
GDMNSCS INTLEQINSGHT INST	DSNA	N/A	0.00	0.87
GDMNSCS INVMT GRD CR INST	GGDA	N/A	0.00	0.46
GDMNSCS LGCAP VAL INST	BHWA	N/A	0.00	0.87

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
GDMNSCS LGCAPVALINSGHTS R	EUKA	N/A	0.00	0.65
GDMNSCS LGCPGR INSHT INST	GSTA	N/A	0.00	0.63
GDMNSCS MDCAP VAL INST	GSMA	N/A	0.00	0.84
GDMNSCS REALEST INST	BHXA	N/A	0.00	1.19
GDMNSCS REALEST SEC R6	HHIA	N/A	0.00	1.18
GDMNSCS RIS DIVD GR INST	CKVA	N/A	0.00	0.92
GDMNSCS SHRT DUR GOVT INS	GUIA	N/A	0.00	0.57
GDMNSCS SMCAP VAL INST	ANQA	N/A	0.00	1.03
GDMNSCS SMCPEQINSGHTS INS	BHYA	N/A	0.00	0.94
GDMNSCS SMCPPGRINSHTS INST	ERTA	N/A	0.00	1.09
GDMNSCS SMCPPVALINSHTS INS	GITA	N/A	0.00	0.90
GDMNSCS SMMDCAP GR INST	BXJA	N/A	0.00	0.93
GDMNSCS STRAT INC INST	CKXD	N/A	0.00	0.79
GDMNSCS TECH OPFR INST	FMUA	N/A	0.00	1.06
GDMNSCS US EQ INSGHT INST	GIVA	N/A	0.00	0.61
GDMNSCS US MRTG INST	GSEA	N/A	0.00	0.55
GDMNSCS US MRTG R6	GJCA	N/A	0.00	0.54
GLNMDEQUANUSLGCPCOREQ ADV	DYHA	N/A	0.00	0.86
GLNMDEQUANUSLGCPPGREQ INST	EFVA	N/A	0.00	0.66
GQGPTRNS EMRG MKT EQ R6	HCTA	N/A	0.00	0.98
GRNCENT EQ INST	GESA	N/A	0.00	0.95
GUGHM FLOTNG RT STRAT INS	CKZA	N/A	0.00	0.88
GUGHM HI YLD INST	BTAA	N/A	0.00	0.95
GUGHM MGD FTR INST	BTDA	N/A	0.00	1.61
GUGHM MULTHDGSTRAT INST	BTFA	N/A	0.00	1.60
GUGHM SMCAP VAL INST	BTGA	N/A	0.00	3.17
GUGHM TTL RTN BD INST	DKKA	N/A	0.00	0.71
GUGHM TTL RTN BD R6	GJDA	N/A	0.00	0.62
GUGHM WLD EQ INC INST	BTEA	N/A	0.00	1.24
GUIDSTN DEFN MKT STRAT IN	EWHA	N/A	0.00	0.92
GUIDSTN EMRG MKT EQ INV	EWIA	N/A	0.00	1.38
GUIDSTN EQ INDX INST	GJEA	N/A	0.00	0.12

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
GUIDSTN EQ INDX INV	EWJA	N/A	0.00	0.39
GUIDSTN GLBL BD - INV	EWKA	N/A	0.00	0.88
GUIDSTN GR EQ INST	GJFA	N/A	0.00	0.66
GUIDSTN INTL EQ INDX INST	GJHA	N/A	0.00	0.20
GUIDSTN MED DUR BD INST	GJIA	N/A	0.00	0.38
GUIDSTN MED DUR BD INV	EWMA	N/A	0.00	0.66
GUIDSTN SMCAP EQ INST	GJOA	N/A	0.00	0.93
GUIDSTN VAL EQ INST	GJPA	N/A	0.00	0.66
GUIDSTN VAL EQ INV	EWNA	N/A	0.00	0.92
HARBOR BD INST	HABA	N/A	0.00	0.38
HARBOR CAP APP INST	HACA	N/A	0.00	0.72
HARBOR DIVRSINTLALLCP INS	EULA	N/A	0.00	0.90
HARBOR INTL GR INST	HAXA	N/A	0.00	0.93
HARBOR INTL INST	HAIA	N/A	0.00	0.89
HARBOR LGCAP VAL INST	BICA	N/A	0.00	0.73
HARBOR MDCAP GR INST	HAMA	N/A	0.00	0.99
HARBOR MDCAP VAL INST	BIDA	N/A	0.00	0.91
HARTFORD BAL INC R5	ERUA	N/A	0.00	0.65
HARTFORD CAP APP R6	GJRA	N/A	0.00	0.70
HARTFORD DIVD GR R6	EXUA	N/A	0.00	0.63
HARTFORD EQ INC R6	FMFA	N/A	0.00	0.65
HARTFORD GR OPFR R6	EXVA	N/A	0.00	0.74
HARTFORD INTL EQ R6	EXXA	N/A	0.00	0.54
HARTFORD INTL OPFR R6	HATA	N/A	0.00	0.69
HARTFORD INTL VAL R6	FHDA	N/A	0.00	0.82
HARTFORD MDCAP R6	EYMA	N/A	0.00	0.75
HARTFORD MULTASSTINCGR R6	FHFA	N/A	0.00	0.65
HARTFORD SHRT DUR R5	EXZA	N/A	0.00	0.55
HARTFORD SM CO R6	GCKA	N/A	0.00	0.89
HARTFORD STRAT INC R5	FMMA	N/A	0.00	0.64
HARTFORD TTL RTN BD R6	EYAA	N/A	0.00	0.32
HARTFORD WLD BD R6	GZAA	N/A	0.00	0.63

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
HEARTLAND MDCAP VAL INST	FHGA	N/A	0.00	0.95
HEARTLAND VAL INST	HNTA	N/A	0.00	0.89
HEARTLAND VAL PLS INST	BIFA	N/A	0.00	0.92
HENESY FOCs INST	CUDA	N/A	0.00	1.13
HENESY GAS UTIL INDX INV	CUEA	N/A	0.00	1.00
HOODRVER SMCAP GR INST	GOAA	N/A	0.00	1.07
HRDNGLVNER EMRG MKTS ADV	DDIA	N/A	0.00	1.23
HRDNGLVNER INTL EQ INST	DIKA	N/A	0.00	0.81
HRDNGLVNERFRNTEMRMKTS INS	DDJA	N/A	0.00	1.74
HRTFRD COR EQ R6	FYIA	N/A	0.00	0.36
HRTFRD SCHDRINTMLCPVL SDR	FYJA	N/A	0.00	0.75
HRTFRD SCHDRINTMLCPVL SDR	FYJD	N/A	0.00	0.75
HRZN ACTIV ASST ALLOC INS	DYIA	N/A	0.00	1.12
HRZN ACTIV INC INST	DYJA	N/A	0.00	0.91
HRZN ACTIV RSK ASST INST	DYKA	N/A	0.00	1.11
HSSMAN STRAT TTL RTN	DMMA	N/A	0.00	0.78
HW DIVRS VAL INST	BIHA	N/A	0.00	1.04
HW LGCAP VAL INST	BIJA	N/A	0.00	0.99
HW MDCAP VAL I	BIKA	N/A	0.00	1.00
IMPAX ELLEVGLBWMNLDR INST	DGAA	N/A	0.00	0.52
IMPAX GLBLENVIR MKT INST	PGNA	N/A	0.00	0.91
IMPAX HI YLD BD INST	GFC A	N/A	0.00	0.68
IMPAX SMCAP INST	DGHA	N/A	0.00	0.91
IMPAX SUSTNBL ALLOC INST	PAIA	N/A	0.00	0.05
IMPAX US SUSTNBLECON INST	BYP A	N/A	0.00	0.63
IMPAXINTLSUSTNBLECON INST	DGDA	N/A	0.00	0.45
INC AM BAL 5FL N	HKHA	N/A	0.00	N/A
INC AM RTRMT 5 FL MAS	HKBA	N/A	0.00	N/A
INC AMER 5FL IN RETIRE FD	GIOA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2025	GHZA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2030	GIBA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2035	GIFA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
INC AMERICA 5FORLIFE 2040	GIHA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2045	GIIA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2050	GIJA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2055	GIKA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2060	GILA	N/A	0.00	N/A
INC AMERICA 5FORLIFE 2065	GINA	N/A	0.00	N/A
INVSCO AM FRNCHS Y	CEDA	N/A	0.00	0.74
INVSCO ASIA PCFC GR Y	BIMA	N/A	0.00	1.20
INVSCO BAL RSK ALLOC R6	HHJA	N/A	0.00	0.98
INVSCO BAL RSK ALLOC Y	BVRA	N/A	0.00	1.09
INVSCO CAP APP R6	GMYA	N/A	0.00	0.65
INVSCO CHARTER R5	BXKA	N/A	0.00	0.76
INVSCO CMSTK SEL Y	CGRA	N/A	0.00	0.78
INVSCO COMSTK R5	AOAA	N/A	0.00	0.51
INVSCO COMSTK R6	EYPA	N/A	0.00	0.44
INVSCO CONV SEC Y	BIQA	N/A	0.00	0.69
INVSCO COR PLS BD Y	DYLA	N/A	0.00	0.58
INVSCO CORP BD R5	BOOA	N/A	0.00	0.44
INVSCO DISC MDCAPGR R6	GHKA	N/A	0.00	0.66
INVSCO DISC MDCAPGR Y	OEGA	N/A	0.00	0.79
INVSCO DIVD INC A1	HBHA	N/A	0.00	0.92
INVSCO DIVD INC Y	FZLA	N/A	0.00	0.68
INVSCO DIVRS DIVD R5	BXMA	N/A	0.00	0.54
INVSCO EMRG MKT ALLCAP R5	GTDA	N/A	0.00	1.04
INVSCO ENRGY R5	BRFA	N/A	0.00	0.95
INVSCO EQ INC R5	AOCA	N/A	0.00	0.48
INVSCO EQ INC Y	VATA	N/A	0.00	0.53
INVSCO EQ WGT S P 500 Y	BVSA	N/A	0.00	0.27
INVSCO EQV EMRGMKTALCP R6	HHKA	N/A	0.00	0.97
INVSCO EURO GR Y	ANTA	N/A	0.00	1.17
INVSCO FDMNTLALTRNTV Y	BLIA	N/A	0.00	1.12
INVSCO FLOTNG RT ESG R5	CLJA	N/A	0.00	0.82

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
INVSCO GBL A	PGZA	N/A	0.00	1.06
INVSCO GBL ALLOC Y	AYKA	N/A	0.00	1.02
INVSCO GBL COR EQ R5	AWSA	N/A	0.00	0.96
INVSCO GBL OPFR R5	HAFA	N/A	0.00	0.82
INVSCO GBL OPFR R6	HAHA	N/A	0.00	0.75
INVSCO GBL OPFR Y	OGIA	N/A	0.00	0.88
INVSCO GBL REALEST R5	BXPA	N/A	0.00	0.98
INVSCO GBL REALESTINC R6	HHLA	N/A	0.00	0.82
INVSCO GBL Y	OGLA	N/A	0.00	0.83
INVSCO GBLSTRAT INC Y	OSYA	N/A	0.00	0.81
INVSCO GOLDSPECMNRLS Y	AYLA	N/A	0.00	0.82
INVSCO GR INC R5	AOEA	N/A	0.00	0.49
INVSCO GR INC Y	VMXA	N/A	0.00	0.54
INVSCO HI YLD R5	AHIA	N/A	0.00	0.71
INVSCO HLTH CARE Y	ANVA	N/A	0.00	0.80
INVSCO INC ALLOC R5	ILAA	N/A	0.00	0.16
INVSCO INC R5	AGOA	N/A	0.00	0.66
INVSCO INTL BD Y	OIBA	N/A	0.00	0.90
INVSCO INTL DIVRS Y	BVZA	N/A	0.00	0.17
INVSCO INTL GR R5	BXSA	N/A	0.00	0.99
INVSCO INTL SMMD CO R6	HHMA	N/A	0.00	0.99
INVSCO MN ST MDCAP Y	POPA	N/A	0.00	0.82
INVSCO MN ST SEL Y	BLHA	N/A	0.00	0.82
INVSCO MN ST SMCAP R6	HHNA	N/A	0.00	0.71
INVSCO MN ST SMCAP Y	DNTA	N/A	0.00	0.83
INVSCO MN ST Y	MGYA	N/A	0.00	0.57
INVSCO MULTI-ASST INC Y	FZKA	N/A	0.00	0.62
INVSCO NASDAQ 100 INDX R6	GJSA	N/A	0.00	1.12
INVSCO OPP INTL GR Y	OIGA	N/A	0.00	0.86
INVSCO QULTY INC Y	FZVA	N/A	0.00	0.63
INVSCO REALEST A	AREA	N/A	0.00	1.26
INVSCO REALEST R6	EDKA	N/A	0.00	0.80

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
INVSCO RIS DIVD Y	BWBA	N/A	0.00	0.74
INVSCO SEL RSK HI GR INV	OYAA	N/A	0.00	0.13
INVSCO SHRTDURINFLPRTCT R	SHTA	N/A	0.00	0.36
INVSCO SMCAP EQ R5	SMEA	N/A	0.00	0.89
INVSCO SMCAP EQ R6	GJTA	N/A	0.00	0.82
INVSCO SMCAP VAL A	VSAA	N/A	0.00	1.09
INVSCO SMCAP VAL R6	HCVA	N/A	0.00	0.70
INVSCO SMCAP VAL Y	HBDA	N/A	0.00	0.84
INVSCO SNR FLOTNG RT Y	CIRA	N/A	0.00	0.84
INVSCO ST BD R5	ISTA	N/A	0.00	0.47
INVSCO STLPHTMLP INC Y	CLUA	N/A	0.00	1.16
INVSCO STLPHTMLPALPH Y	CNSA	N/A	0.00	1.35
INVSCO STLPHTMLPSL40 Y	CLYA	N/A	0.00	0.93
INVSCO TECH INV	VSTA	N/A	0.00	1.00
INVSCO VAL OPP A	HBBA	N/A	0.00	1.08
INVSCOR COR BD Y	CVZA	N/A	0.00	0.54
INVSCOSTLPMLPALPHPLS Y	CWBA	N/A	0.00	3.72
IVY APOLLOMULASSTINC I	DYMA	N/A	0.00	0.98
IVY ASST STRAT N	DYQA	N/A	0.00	0.77
IVY BAL N	DYRA	N/A	0.00	0.77
IVY COR EQ I	AOJA	N/A	0.00	0.75
IVY EMRG MKT EQ I	APDA	N/A	0.00	1.26
IVY GLBL BD I	AOOA	N/A	0.00	0.84
IVY GLBL GR N	DZAA	N/A	0.00	0.92
IVY HI INC N	DZCA	N/A	0.00	0.62
IVY INTL COR EQ N	DZFA	N/A	0.00	0.93
IVY LGCAP GR N	DZGA	N/A	0.00	0.65
IVY MDCAP GR N	DZOA	N/A	0.00	0.86
IVY MDCAP INC OPPR I	DZPA	N/A	0.00	1.00
IVY NATRL RSRC N	DZRA	N/A	0.00	0.92
IVY SCNC TECH N	EACA	N/A	0.00	0.84
IVY SMCAP COR N	EDZA	N/A	0.00	0.99

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
IVY SMCAP GR N	EADA	N/A	0.00	0.91
IVY VAL N	EAEA	N/A	0.00	N/A
JAMES BAL GLDN RNBW INST	DKMA	N/A	0.00	0.98
JENSN QULTY GR J	JNEA	N/A	0.00	0.82
JNHNCK BAL I	BIXA	N/A	0.00	0.75
JNHNCK BD I	DPJA	N/A	0.00	0.48
JNHNCK CLSC VAL R2	CDGA	N/A	0.00	1.27
JNHNCK DSCPID VAL I	DPLA	N/A	0.00	0.78
JNHNCK DSCPID VAL INTL I	DPNA	N/A	0.00	0.92
JNHNCK DSCPLD VAL MDCAP R	FHKA	N/A	0.00	0.76
JNHNCK FDMNTLLGCAP COR I	BIZA	N/A	0.00	0.78
JNHNCK FLOTNG RT INC INST	CLKA	N/A	0.00	0.90
JNHNCK HI YLD I	DOAA	N/A	0.00	0.68
JNHNCK INC I	BJCA	N/A	0.00	0.54
JNHNCK US GLBL LDRS GR I	BJDA	N/A	0.00	0.90
JNHNCK US QULTY GR I	DHUA	N/A	0.00	0.74
JNSHNDRSN ABSRTNINCOPPR N	DDQA	N/A	0.00	1.64
JNSHNDRSN BAL N	DDLA	N/A	0.00	0.57
JNSHNDRSN CONTRA I	CUFA	N/A	0.00	0.73
JNSHNDRSN CONTRA N	ENOA	N/A	0.00	0.62
JNSHNDRSN DEVL WLD BD N	GJVA	N/A	0.00	0.59
JNSHNDRSN ENTRP I	APKA	N/A	0.00	0.76
JNSHNDRSN ENTRP N	DDMA	N/A	0.00	0.66
JNSHNDRSN FLEX BD N	DDNA	N/A	0.00	0.45
JNSHNDRSN FRTY N	DDOA	N/A	0.00	0.49
JNSHNDRSN FRTY T	DVOA	N/A	0.00	0.73
JNSHNDRSN GLBL ALOC MOD I	HHVA	N/A	0.00	0.23
JNSHNDRSN GLBL EQ INC N	HHWA	N/A	0.00	0.73
JNSHNDRSN GLBL LF SCNC I	CUGA	N/A	0.00	0.77
JNSHNDRSN GLBL LF SCNC N	ENPA	N/A	0.00	0.67
JNSHNDRSN GLBL REALEST N	GDOA	N/A	0.00	0.84
JNSHNDRSN GLBL RSRCH I	YJWA	N/A	0.00	0.62

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
JNSHNDRSN GBL RSRCH N	ENQA	N/A	0.00	0.56
JNSHNDRSN GBL SUSTN BLEQ N	HHXA	N/A	0.00	1.97
JNSHNDRSN GBL TECH INNOV	DSQA	N/A	0.00	0.67
JNSHNDRSN GR INC I	APZA	N/A	0.00	0.70
JNSHNDRSN GR INC N	ENRA	N/A	0.00	0.63
JNSHNDRSN HI YLD N	DILA	N/A	0.00	0.65
JNSHNDRSN MDCAP VAL I	YJMA	N/A	0.00	0.59
JNSHNDRSN MDCAP VAL S	YJVA	N/A	0.00	0.99
JNSHNDRSN MULT SCTR INC N	EXOA	N/A	0.00	0.62
JNSHNDRSN OVRSEAS N	DDRA	N/A	0.00	0.79
JNSHNDRSN RESP INTL DIVD N	HHYA	N/A	0.00	1.12
JNSHNDRSN RSRCH N	DDTA	N/A	0.00	0.49
JNSHNDRSN SMCAP VAL N	DGJA	N/A	0.00	0.57
JNSHNDRSN TRITON N	DDUA	N/A	0.00	0.66
JNSHNDRSN US MGD VLTLTY I	CXQA	N/A	0.00	0.66
JNSHNDRSN US MGD VLTLTY N	DVPA	N/A	0.00	0.58
JNSHNDRSN VNTR N	DDVA	N/A	0.00	0.67
JOHCM EMRG MKT OPFR ADV	DQVA	N/A	0.00	1.11
JOHCM INTL SEL INST	DQWA	N/A	0.00	0.98
JPM COR BD R6	AQFA	N/A	0.00	0.34
JPM COR PLS BD I	FZXA	N/A	0.00	0.63
JPM COR PLS BD R5	DSRA	N/A	0.00	0.48
JPM COR PLS BD R6	AQHA	N/A	0.00	0.38
JPM DEVL INTL VAL R5	DSZA	N/A	0.00	0.86
JPM DEVL INTL VAL R6	HHOA	N/A	0.00	0.76
JPM DIVRS R6	HHPA	N/A	0.00	0.65
JPM EMRG MKT EQ R6	EAHA	N/A	0.00	0.81
JPM EQ INC R5	EAIA	N/A	0.00	0.55
JPM EQ INDX R6	HHQA	N/A	0.00	0.13
JPM EQ PREM INC R6	HCWA	N/A	0.00	0.35
JPM GBL ALLOC R6	HHRA	N/A	0.00	0.67
JPM GOVT BD R6	EAJA	N/A	0.00	0.39

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
JPM GR ADVTG R6	EAKA	N/A	0.00	0.64
JPM HI YLD R6	AQMA	N/A	0.00	0.59
JPM INTL EQ R6	EAMA	N/A	0.00	0.60
JPM INTREPID GR R5	AQTA	N/A	0.00	0.50
JPM INTREPID MDCAP R6	EANA	N/A	0.00	0.71
JPM INTREPID VAL R5	AQWA	N/A	0.00	0.59
JPM INV BAL R6	HHSA	N/A	0.00	0.08
JPM INV GR INC R6	HHTA	N/A	0.00	0.07
JPM LGCAP GR R6	BUJA	N/A	0.00	0.51
JPM LGCAP VAL R5	CEEA	N/A	0.00	0.61
JPM MDCAP GR R5	EAPA	N/A	0.00	0.85
JPM MDCAP VAL R6	EAQA	N/A	0.00	0.74
JPM MRTG BCKD SEC R6	CFSA	N/A	0.00	0.35
JPM SHRT DUR BD R6	ASWA	N/A	0.00	0.31
JPM SMARTRET 2020 R6	EAUA	N/A	0.00	0.02
JPM SMARTRET 2025 R6	EAVA	N/A	0.00	0.01
JPM SMARTRET 2030 R6	EAWA	N/A	0.00	0.01
JPM SMARTRET 2035 R6	EAXA	N/A	0.00	0.01
JPM SMARTRET 2040 R6	EAYA	N/A	0.00	0.02
JPM SMARTRET 2045 R6	EAZA	N/A	0.00	0.02
JPM SMARTRET 2050 R6	EBAA	N/A	0.00	0.02
JPM SMARTRET 2055 R6	EBBA	N/A	0.00	0.03
JPM SMARTRET 2060 R6	EBDA	N/A	0.00	0.06
JPM SMARTRET BLND 2065 R6	HCXA	N/A	0.00	6.59
JPM SMARTRET INC R6	EDYA	N/A	0.00	0.03
JPM SMCAP BLND R6	HHUA	N/A	0.00	0.77
JPM SMCAP EQ R5	CRTA	N/A	0.00	0.84
JPM SMCAP VAL R6	ATYA	N/A	0.00	0.76
JPM STRAT INC OPFR R5	AUNA	N/A	0.00	0.66
JPM TTL RTN R5	CRUA	N/A	0.00	0.69
JPM UM BEHVAL FD R6	EGBA	N/A	0.00	0.85
JPM US EQ R5	AUOA	N/A	0.00	0.57

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
JPM US LGCAP COR PLS R5	AUPA	N/A	0.00	1.64
JPM US SM CO R6	EGDA	N/A	0.00	0.72
JPM US VAL R6	GZBA	N/A	0.00	0.50
JPM USTRSRYPLS MNYMKT MRG	HAJA	N/A	0.00	0.58
JPM USTRSRYPLS MNYMKT PRM	HAKA	N/A	0.00	0.43
JPM VAL ADVTG R6	EBHA	N/A	0.00	0.64
JPMORGAN USRSRCHENHCDEQ R	CXYA	N/A	0.00	0.33
KENSGTN DEF INST	HCYA	N/A	0.00	2.22
KENSGTN DYNMC GR INST	HDYA	N/A	0.00	1.38
KENSGTN MGD INC INST	HDZA	N/A	0.00	1.37
KNGHTSCBUS COR BD I	FBQA	N/A	0.00	0.62
KNGHTSCBUS INTL EQ I	FBRA	N/A	0.00	1.13
KNGHTSCBUS LGCAP GR I	FBSA	N/A	0.00	0.90
KNGHTSCBUS LGCAP VAL I	FBTA	N/A	0.00	0.90
KNGHTSCBUS LTD DUR I	FBUA	N/A	0.00	0.62
KNGHTSCBUS SMCAP I	FBVA	N/A	0.00	0.94
L&G COMDTY STRAT INST	HCZA	N/A	0.00	1.92
L&G COMDTY STRAT INST	HCZD	N/A	0.00	1.92
LAZARD EMRG MKT EQ R6	FHMA	N/A	0.00	1.12
LAZARD EMRGMKTEQ ADV INST	GZCA	N/A	0.00	0.98
LAZARD GLBL LISTDINFR INS	COQA	N/A	0.00	0.96
LAZARD INTL EQ INST	CORA	N/A	0.00	0.84
LAZARD INTL EQ SEL INST	BJEA	N/A	0.00	1.01
LAZARD INTL SMCAP EQ INST	BJFA	N/A	0.00	2.14
LAZARD INTL STRAT EQ INST	BJGA	N/A	0.00	0.82
LAZARD US SMMDCAP EQ INST	BJIA	N/A	0.00	1.25
LAZARD US STRAT EQ INST	BJJA	N/A	0.00	0.80
LEGGM BW CORP CR IS	FTAA	N/A	0.00	0.49
LEGGM BW GLBL OPBR BD INS	CAAA	N/A	0.00	0.67
LEGGM BW HI YLD IS	HHZA	N/A	0.00	0.55
LEGGM CLRBRDG APP I	SAPA	N/A	0.00	0.64
LEGGM CLRBRDG DIVD STRAT	BJMA	N/A	0.00	0.74

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
LEGGM CLRBRDG GR I	CABA	N/A	0.00	0.83
LEGGM CLRBRDG INTL GR I	LMXA	N/A	0.00	0.80
LEGGM CLRBRDG INTL GR IS	GCMA	N/A	0.00	0.72
LEGGM CLRBRDG INTL VAL I	COCA	N/A	0.00	1.07
LEGGM CLRBRDG LGCAP GR I	BJOA	N/A	0.00	0.75
LEGGM CLRBRDG MDCAP COR I	BJPA	N/A	0.00	0.78
LEGGM CLRBRDG MDCAP COR I	SBYA	N/A	0.00	0.86
LEGGM CLRBRDG MDCAP GR I	CKLA	N/A	0.00	1.00
LEGGM CLRBRDG SEL I	GCNA	N/A	0.00	1.10
LEGGM CLRBRDG SMCAP GR I	LSPA	N/A	0.00	0.91
LEGGM CLRBRDG SMCAP VAL I	LSMA	N/A	0.00	1.06
LEGGM CLRBRDGINVLGCAPVAL	AIFA	N/A	0.00	0.59
LEGGM CLRBRDGSPCINVT TR	LMSA	N/A	0.00	0.86
LEGGM QS INTL EQ INST	LGEA	N/A	0.00	1.12
LEGGM WSTRAS COR BD I	WTXA	N/A	0.00	0.53
LEGGM WSTRAS CORPLSBD I	WAPA	N/A	0.00	0.52
LEGGM WSTRAS CORPLSBD IS	GAPA	N/A	0.00	0.42
LEGGM WSTRAS HI YLD I	WAYA	N/A	0.00	0.83
LEGGM WSTRAS INC I	BJTA	N/A	0.00	0.63
LEGGM WSTRAS INFINDPLSBD	WIXA	N/A	0.00	0.61
LEGGM WSTRAS MRTGTTLRTN I	LSGA	N/A	0.00	0.66
LEGGM WSTRAS SHTDURHIINC	CNKA	N/A	0.00	0.72
LEGGM WSTRAS ST BD IS	CBEA	N/A	0.00	0.42
LEGGMWSTRASLRTUNCNST INS	CEAA	N/A	0.00	0.80
LGCAP GR III I1	HDP A	N/A	0.00	N/A
LOCOR LNGSHRTCOMDTYSTRATI	HDA A	N/A	0.00	1.69
LOOMIS BD INST	LSBA	N/A	0.00	0.71
LOOMIS BD N	FHNA	N/A	0.00	0.63
LOOMIS COR PLS BD Y	CVUA	N/A	0.00	0.50
LOOMIS GBL ALLOC Y	DBHA	N/A	0.00	0.92
LOOMIS GBL BD INST	LBGA	N/A	0.00	0.78
LOOMIS INFL PRTCT SEC I	GVPA	N/A	0.00	0.56

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
LOOMIS LTDTRM GOVT AGNCY	CGJA	N/A	0.00	0.53
LOOMIS SMCAP VAL ADMN	LSAA	N/A	0.00	1.46
LOOMIS SMCAP VAL N	FHOA	N/A	0.00	0.87
LRDABT AFLTD R5	DDWA	N/A	0.00	0.45
LRDABT ALPHA STRAT R5	DDXA	N/A	0.00	0.29
LRDABT BD DBNTR R5	DDYA	N/A	0.00	0.58
LRDABT CONV R5	DECA	N/A	0.00	0.90
LRDABT COR FXD INC I	BJZA	N/A	0.00	0.36
LRDABT COR FXD INC R5	DEDA	N/A	0.00	0.36
LRDABT DEVL GR R6	FTXA	N/A	0.00	0.59
LRDABT DIVD GR R5	DDZA	N/A	0.00	0.65
LRDABT DIVD GR R6	GJWA	N/A	0.00	0.59
LRDABT EMRG MKT BD R5	DEJA	N/A	0.00	0.79
LRDABT EMRG MKT CORP DB R	DEIA	N/A	0.00	1.46
LRDABT GR LDRS R5	DEPA	N/A	0.00	0.66
LRDABT GR OPFR R5	DEQA	N/A	0.00	0.90
LRDABT HI YLD R5	DERA	N/A	0.00	0.72
LRDABT INC R5	DESA	N/A	0.00	0.53
LRDABT INFL FOCS R5	DEUA	N/A	0.00	0.51
LRDABT INTL OPFR R5	DEVA	N/A	0.00	1.00
LRDABT MDCAP STK R5	DEWA	N/A	0.00	0.78
LRDABT MULT ASST INC R5	DFBA	N/A	0.00	0.25
LRDABT MULTASST BALOPFR R	DEXA	N/A	0.00	0.26
LRDABT SHRT DUR INC R5	DFDA	N/A	0.00	0.39
LRDABT SMCAP VAL R5	DFHA	N/A	0.00	0.94
LRDABT SMCAP VAL R6	GZDA	N/A	0.00	0.88
LRDABT TTL RTN R5	DFJA	N/A	0.00	0.45
LRDABT TTL RTN R6	GZEA	N/A	0.00	0.36
LRDABT VAL OPFR R5	DFKA	N/A	0.00	0.93
LSV SMCAP VAL INST	EBJA	N/A	0.00	0.85
LSV VAL EQ INST	EBKA	N/A	0.00	0.68
LUTHLD COR INVMT RTL	CJMA	N/A	0.00	1.39

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
M&P GR INV	GAWA	N/A	0.00	0.64
MASSMUT SEL BLUE CHIP GR	EJSA	N/A	0.00	0.65
MASSMUT SMCAP GR EQ I	GZFA	N/A	0.00	0.86
MDCAP GR R1	GBJA	N/A	0.00	N/A
MDCAP VAL II R1	HDLA	N/A	0.00	N/A
MEDLST MBS TTL RTN INST	EJZA	N/A	0.00	0.92
MEDLST SHRT DUR INST	EKCA	N/A	0.00	0.66
MEEDER MRFLD INSTL	DQEA	N/A	0.00	0.95
MEEDER MRFLD	FLMA	N/A	0.00	1.18
MEEDER SEC ROTN INST	DQFA	N/A	0.00	1.50
MEEDER SEC ROTN RET	FLGA	N/A	0.00	1.70
MFS AGGR GR ALLOC R4	FPOA	N/A	0.00	0.14
MFS AGGR GR ALLOC R6	HIAA	N/A	0.00	0.05
MFS BLND RSRCH COR EQ R4	MUEA	N/A	0.00	0.56
MFS BLNDRSRCHEMRGMKTEQ R6	HIBA	N/A	0.00	2.08
MFS CNSRV ALLOC R4	FPPA	N/A	0.00	0.09
MFS COMDTY R6	HICA	N/A	0.00	0.82
MFS COR EQ R4	AUYA	N/A	0.00	0.67
MFS CORP BD R6	FHQA	N/A	0.00	0.43
MFS DIVRS INC R4	AUZA	N/A	0.00	0.69
MFS EMRG MKT DB R4	BVWA	N/A	0.00	0.82
MFS GLBL EQ R6	FHRA	N/A	0.00	0.88
MFS GLBL GR R4	AVCA	N/A	0.00	1.08
MFS GLBL HI YLD R4	MHOA	N/A	0.00	1.00
MFS GLBL OPBR BD R6	GUJA	N/A	0.00	0.62
MFS GLBL REALEST R6	HIDA	N/A	0.00	0.86
MFS GLBL TTL RTN R4	AVHA	N/A	0.00	0.96
MFS GLBL TTL RTN R6	HALA	N/A	0.00	0.87
MFS GOV SEC R6	HIFA	N/A	0.00	0.43
MFS GR ALLOC R4	FPQA	N/A	0.00	0.11
MFS GR ALLOC R6	HIHA	N/A	0.00	0.04
MFS GR R4	AVIA	N/A	0.00	0.61

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
MFS HI INC R6	HIJA	N/A	0.00	0.52
MFS INC R6	FYMA	N/A	0.00	0.55
MFS INTL DIVRS R6	FHSA	N/A	0.00	0.01
MFS INTL EQ R6	HDBA	N/A	0.00	0.69
MFS INTL GR R6	EXPA	N/A	0.00	0.72
MFS INTL INTRINSIC VAL R6	FHTA	N/A	0.00	0.68
MFS LFTM 2065 R6	GXAA	N/A	0.00	7.93
MFS MASS INV GR STK R6	EBLA	N/A	0.00	0.37
MFS MASS INV TR R4	MTDA	N/A	0.00	0.46
MFS MDCAP GR R6	DTJA	N/A	0.00	0.67
MFS MDCAP VAL R6	DJJA	N/A	0.00	0.63
MFS MOD ALLOC R4	FPSA	N/A	0.00	0.09
MFS NEW DISC R6	FHVA	N/A	0.00	0.91
MFS RSRCH INTL R6	FHWA	N/A	0.00	0.70
MFS RSRCH R4	MFRA	N/A	0.00	1.07
MFS TECH R6	GZGA	N/A	0.00	0.81
MFS TTL RTN BD R6	EYXA	N/A	0.00	0.43
MFS TTL RTN R4	MSFA	N/A	0.00	0.47
MFS UTIL R4	MMUA	N/A	0.00	0.78
MFS UTIL R6	HIKA	N/A	0.00	0.69
MFS VAL R6	DJKA	N/A	0.00	0.45
MNGFRME AGGR R1	HKCA	N/A	0.00	N/A
MNGFRME CNSRV R1	HKDA	N/A	0.00	N/A
MNGFRME MOD AGGR R1	HKFA	N/A	0.00	N/A
MNGFRME MOD CNSRV R1	HKGA	N/A	0.00	N/A
MNGFRME MOD R1	HKEA	N/A	0.00	N/A
MNNPR DSCPLD VAL SER I	CDSA	N/A	0.00	0.55
MNNPR HI YLD BD SER Z	GTPA	N/A	0.00	0.50
MNNPR OVRSEAS SER I	CDTA	N/A	0.00	0.75
MNNPR RNIER INTL DISC Z	EUNA	N/A	0.00	1.00
MNNPR UNCONSTRND BD SER I	DKPA	N/A	0.00	0.49
MNNPR UNCONSTRND BD SER S	CDRA	N/A	0.00	0.72

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
MNSTY CNDRIAM EMRGMKTDB I	BKJA	N/A	0.00	1.21
MNSTY EPCH INTL CHOICE I	BKLA	N/A	0.00	0.97
MNSTY EPOCH GLBL EQ YLD I	BKIA	N/A	0.00	0.91
MNSTY EPOCH US EQ YLD I	DVQA	N/A	0.00	0.81
MNSTY INC BLDR I	DTHA	N/A	0.00	0.78
MNSTY MCKAY HIYLDCORPBD I	DTFA	N/A	0.00	0.71
MNSTY MCKAY HIYLDCORPBDR6	GVOA	N/A	0.00	0.56
MNSTY MCKAY TTL RTN BD I	CUKA	N/A	0.00	0.65
MNSTY MCKAY UNCNSTRNDBD I	CULA	N/A	0.00	0.79
MNSTY WNSLOW LGCAP GR I	BKNA	N/A	0.00	0.73
MNSTY WNSLOW LGCAP GR R2	MLTA	N/A	0.00	1.08
MRLY STBL VAL 25 I	GMTA	N/A	0.00	0.25
MS INSIGHT I	FHXA	N/A	0.00	0.93
MS MULT ASST REALRTN R6	HIRA	N/A	0.00	20.91
MSIF ADTVG I	GEXA	N/A	0.00	1.01
MSIF ASIA OPPI I	GEYA	N/A	0.00	1.22
MSIF DEVL OPPI I	GEWA	N/A	0.00	1.69
MSIF DISC I	MCGA	N/A	0.00	0.74
MSIF EMRG MKT EQ I	CITA	N/A	0.00	1.12
MSIF EMRG MKT LDRS R6	HIQA	N/A	0.00	1.08
MSIF EMRG MKT R6	HIPA	N/A	0.00	1.00
MSIF GLBL FXD INC OPPI I	CIZA	N/A	0.00	0.60
MSIF GLBL OPPI I	DCOA	N/A	0.00	0.95
MSIF GLBL STRAT R6	HINA	N/A	0.00	0.70
MSIF HI YLD R6	HIOA	N/A	0.00	1.10
MSIF INCPTN I	CIUA	N/A	0.00	1.11
MSIF INST GLBL STRAT I	CIWA	N/A	0.00	0.85
MSIF INST GR I	CIXA	N/A	0.00	0.56
MSIF INST INTL EQ I	CIYA	N/A	0.00	1.02
MSIF INTL ADVTG I	GCOA	N/A	0.00	1.00
MSIF INTL OPPI I	GFAA	N/A	0.00	0.94
MYGUIDE AMFDS TD 2010 R	GXXA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
MYGUIDE AMFDS TD 2015 R	GXZA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2020 R	GYBA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2025 R	GYDA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2030 R	GYFA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2035 R	GYHA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2040 R	GYJA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2045 R	GYLA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2050 R	GYNA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2055 R	GYPA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2060 R	GYRA	N/A	0.00	N/A
MYGUIDE AMFDS TD 2065 R	GYTA	N/A	0.00	N/A
NATIXIS GATEWAY A	GATA	N/A	0.00	0.94
NATIXIS GATEWAY Y	BHQA	N/A	0.00	0.73
NATIXIS LOOMIS STRAT INC	BJUA	N/A	0.00	0.75
NATIXIS LOOMISINVMTGRBD N	ENTA	N/A	0.00	0.47
NATIXIS LOOMISINVMTGRDBD	LSIA	N/A	0.00	0.56
NCHLS LTD EDTN N	NNLA	N/A	0.00	1.16
NEUBER ABSRTN MULTMGR INS	CIMA	N/A	0.00	2.46
NEUBER COR BD INST	AWJA	N/A	0.00	0.43
NEUBER EMRG MKT EQ INST	AWKA	N/A	0.00	1.34
NEUBER EQ INC INST	AWLA	N/A	0.00	0.72
NEUBER GENESIS INST	NBBA	N/A	0.00	0.84
NEUBER GENESIS R6	FIYA	N/A	0.00	0.74
NEUBER HI INC A	NHIA	N/A	0.00	1.11
NEUBER HI INC BD INST	AWOA	N/A	0.00	0.71
NEUBER INTL EQ INST	CZSA	N/A	0.00	1.03
NEUBER INTL EQ R6	DTPA	N/A	0.00	0.93
NEUBER INTL SEL INST	AWQA	N/A	0.00	0.98
NEUBER INTRINSIC VAL INST	BRVA	N/A	0.00	0.95
NEUBER LGCAP GR INST	AWNA	N/A	0.00	0.68
NEUBER LGCP VAL INST	AWUA	N/A	0.00	0.60
NEUBER LNG SHRT INST	CIPA	N/A	0.00	1.28

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
NEUBER MDCAP GR A	NXGA	N/A	0.00	1.06
NEUBER MDCAP GR INST	AWTA	N/A	0.00	0.69
NEUBER MDCAPINTRINVAL INS	AWWA	N/A	0.00	1.34
NEUBER MULTCAP OPPR INST	BRYA	N/A	0.00	0.87
NEUBER REALEST INST	BRZA	N/A	0.00	1.03
NEUBER SHRT DUR BD INST	AWZA	N/A	0.00	N/A
NEUBER SMCAP GR A	NXCA	N/A	0.00	1.53
NEUBER SMCAP GR INST	FDMA	N/A	0.00	1.13
NEUBER STRAT INC INST	AXNA	N/A	0.00	0.60
NEUBER STRAT INC R6	DTQA	N/A	0.00	0.50
NEUBER SUSTNBL EQ INST	AXDA	N/A	0.00	0.70
NNTYONE EMRG MKTEQ I	GZHA	N/A	0.00	1.09
NNTYONE GLBL ENVIR I	GZJA	N/A	0.00	1.43
NNTYONE GLBL FRNCHS I	GZIA	N/A	0.00	0.98
NNTYONE INTL FRNCHS I	GZKA	N/A	0.00	12.98
NRTHSQR MULT STRAT I	AZKA	N/A	0.00	0.99
NRTHSQR OAKRIDGE SMCAPGR	AZLA	N/A	0.00	1.12
NRTHSQR TCTCL GR I	DLFA	N/A	0.00	1.50
NRTHSTR DIVD I	DQLA	N/A	0.00	1.45
NUVN COR BD R6	ECMA	N/A	0.00	0.29
NUVN COR IMPCT BD R6	DLRA	N/A	0.00	0.36
NUVN COR IMPCT BD RTRMT	DLSA	N/A	0.00	0.61
NUVN COR PLS BD R6	ECNA	N/A	0.00	0.30
NUVN DIVD VAL I	AXOA	N/A	0.00	0.75
NUVN GLBL INFR R6	EBOA	N/A	0.00	0.99
NUVN GR INC R6	DLNA	N/A	0.00	0.41
NUVN HI YLD INC I	CFCA	N/A	0.00	0.82
NUVN HI YLD R6	EGXA	N/A	0.00	0.37
NUVN INTL EQ INDX R6	EGYA	N/A	0.00	0.05
NUVN LFCYCIND 2010 R6	DMOA	N/A	0.00	0.22
NUVN LFCYCIND 2015 R6	DMPA	N/A	0.00	0.20
NUVN LFCYCIND 2020 R6	DMQA	N/A	0.00	0.19

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
NUVN LFCYCIND 2025 R6	DMUA	N/A	0.00	0.18
NUVN LFCYCIND 2030 R6	DMWA	N/A	0.00	0.18
NUVN LFCYCIND 2035 R6	DMXA	N/A	0.00	0.17
NUVN LFCYCIND 2040 R6	DMYA	N/A	0.00	0.17
NUVN LFCYCIND 2045 R6	DMZA	N/A	0.00	0.17
NUVN LFCYCIND 2050 R6	DNBA	N/A	0.00	0.17
NUVN LFCYCIND 2055 R6	DNCA	N/A	0.00	0.18
NUVN LFCYCIND 2060 R6	DNDA	N/A	0.00	0.19
NUVN LFCYCIND 2065 R6	GFIA	N/A	0.00	0.38
NUVN LFCYCINDRTINC R6	DNEA	N/A	0.00	0.22
NUVN LGCAP GR INDX R6	DJNA	N/A	0.00	0.05
NUVN LGCAP GR R6	EOCA	N/A	0.00	0.41
NUVN LGCAP RESP EQ R6	DLUA	N/A	0.00	0.18
NUVN LGCAP RESP EQ RTRMT	DLVA	N/A	0.00	0.43
NUVN LGCAP VALINDX R6	DJOA	N/A	0.00	0.05
NUVN MDCAP GR OPFR I	BKXA	N/A	0.00	1.00
NUVN MDCAP VAL 1 I	AXUA	N/A	0.00	1.00
NUVN MDCAP VAL R6	DLPA	N/A	0.00	0.46
NUVN MGD ALLOC R6	DLOA	N/A	0.00	0.03
NUVN NWQ FLEX INC R6	EGPA	N/A	0.00	0.72
NUVN NWQ SMCAP VAL I	CSBA	N/A	0.00	1.06
NUVN PRFRD SEC INC I	FJCA	N/A	0.00	0.76
NUVN REALASST INC R6	EGQA	N/A	0.00	0.83
NUVN REALEST SEC A	FEEA	N/A	0.00	1.31
NUVN REALEST SEC R6	DLQA	N/A	0.00	0.50
NUVN REALEST SEC R6	EGRA	N/A	0.00	0.93
NUVN SB DIVD GR R6	GPOA	N/A	0.00	0.62
NUVN SMCAP SEL I	BKYA	N/A	0.00	1.16
NUVN SMCAP VAL I	EBPA	N/A	0.00	1.03
NUVN ST BD I	FBFA	N/A	0.00	0.36
NUVN STRAT INC I	AXYA	N/A	0.00	0.71
NW AMUNDI STRAT INC R6	DFZA	N/A	0.00	0.71

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
NW BAILARD COGN VAL R6	CGUA	N/A	0.00	0.94
NW BAILARD INT EQ R6	CGXA	N/A	0.00	0.89
NW BAILARDTCHSCNC R6	CHAA	N/A	0.00	0.91
NW BD INDX R6	NBXA	N/A	0.00	0.31
NW BD INST SVC	NBZA	N/A	0.00	0.59
NW BD R6	DTLA	N/A	0.00	0.51
NW BNYMEL CORPLSBD ESG R6	CEXA	N/A	0.00	0.51
NW BNYMEL DYNMCUSEQINC R6	FYRA	N/A	0.00	0.70
NW DEST 2025 R6	NWOA	N/A	0.00	0.14
NW DEST 2030 R6	NWPA	N/A	0.00	0.14
NW DEST 2035 R6	NWQA	N/A	0.00	0.14
NW DEST 2040 R6	NWRA	N/A	0.00	0.14
NW DEST 2045 R6	NWSA	N/A	0.00	0.14
NW DEST 2050 R6	NWTA	N/A	0.00	0.14
NW DEST 2055 R6	VBXA	N/A	0.00	0.14
NW DEST 2060 R6	CVYA	N/A	0.00	0.14
NW DEST 2065 R6	FYPA	N/A	0.00	0.13
NW DEST RTRMT R6	NWMA	N/A	0.00	0.13
NW FD INST SVC	NFZA	N/A	0.00	0.68
NW FD R6	HIUA	N/A	0.00	0.59
NW GENEVA MDCAP GR R6	CHDA	N/A	0.00	0.76
NW GENEVA MDCAPGR INST SV	CBZA	N/A	0.00	0.86
NW GENEVA SMCAP GR R6	CHFA	N/A	0.00	0.83
NW GENEVA SMCAPGR INST SV	CCAA	N/A	0.00	0.94
NW GLBL SUSTNBL EQ R6	CCBA	N/A	0.00	0.95
NW GOV MNY MKT R6	GMZA	N/A	0.00	0.46
NW GQG US QULTY EQ R6	GNBA	N/A	0.00	0.60
NW INFL PRTCT SEC INST SV	EHRA	N/A	0.00	0.51
NW INFL PRTCT SEC R6	EGHA	N/A	0.00	0.36
NW INTL INDX R6	NIXA	N/A	0.00	0.34
NW INTL SMCAP R6	DTOA	N/A	0.00	1.03
NW INV DEST AGGR R6	GIAA	N/A	0.00	0.18

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
NW INV DEST CNSRV R6	GICA	N/A	0.00	0.21
NW INV DEST MOD AGGR R6	GIMA	N/A	0.00	0.18
NW INV DEST MOD CNSRV R6	GIDA	N/A	0.00	0.21
NW INV DEST MOD R6	GMFA	N/A	0.00	0.18
NW JNSHNDRSN OVRSEAS R6	FICA	N/A	0.00	1.07
NW LOOMIS ALLCAP GR R6	EBNA	N/A	0.00	0.92
NW LOOMIS COR BD R6	CHKA	N/A	0.00	0.48
NW LOOMIS ST BD R6	CHUA	N/A	0.00	0.50
NW MDCAP MKT INDX R6	NCXA	N/A	0.00	0.27
NW MEL DYNMC US COR R6	NGZA	N/A	0.00	0.54
NW NYSE ARCTCH100INDX R6	CIJA	N/A	0.00	0.32
NW S P 500 INDX R6	NSXA	N/A	0.00	0.18
NW SMCAP INDX R6	NSMA	N/A	0.00	0.32
NW WCM FOCS SMCAP R6	CHXA	N/A	0.00	0.87
OBERWS CHINA OPFR	GPNA	N/A	0.00	2.16
OKMRK EQ INC I	BLAA	N/A	0.00	0.86
OKMRK FD I	AXZA	N/A	0.00	0.91
OKMRK GLBL I	BLBA	N/A	0.00	1.13
OKMRK INTL I	OKKA	N/A	0.00	1.05
OKMRK INTL SMCAP INST	FJDA	N/A	0.00	1.10
OKMRK SEL I	KOAA	N/A	0.00	1.00
PARNASSUS COR EQ INST	ILXA	N/A	0.00	0.62
PARNASSUS MDCAP GR	PNXA	N/A	0.00	0.81
PARNASSUS MDCAP INST	DTTA	N/A	0.00	0.76
PARNASSUS MDCAP	IRMA	N/A	0.00	0.98
PARNASSUS VAL EQ INST	DTSA	N/A	0.00	0.72
PARNASSUS VAL EQ INV	PWXA	N/A	0.00	0.93
PATIENT OPFR TR I	LNOA	N/A	0.00	1.27
PAYDEN COR BD	PYCA	N/A	0.00	0.52
PAYDEN EMRG MKT BD	BLKA	N/A	0.00	0.72
PAYDEN GLBL FXD INC	PYGA	N/A	0.00	0.68
PAYDEN GLBL LOW DUR BD	PYSA	N/A	0.00	0.79

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
PAYDEN GNMA	PYAA	N/A	0.00	0.63
PAYDEN LOW DUR BD	PYBA	N/A	0.00	0.53
PAYDEN LTD MAT	PYLA	N/A	0.00	0.48
PAYDEN US GOVT	PYUA	N/A	0.00	0.67
PEARTRE PLRFRGVALSMCP INS	EBSA	N/A	0.00	1.27
PERMANENT PORTFOLIO	BUNA	N/A	0.00	0.82
PGIM FLOTNG RT INC R6	ERVA	N/A	0.00	0.77
PGIM GBLB REALEST R6	ERXA	N/A	0.00	0.81
PGIM HI YLD R6	ESBA	N/A	0.00	0.38
PGIM HI YLD Z	PHZA	N/A	0.00	0.51
PGIM JNISN FOCS GR R6	ESFA	N/A	0.00	0.71
PGIM JNISN GR R6	ESJA	N/A	0.00	0.58
PGIM JNISN HLTH SCNC A	PHLA	N/A	0.00	1.15
PGIM JNISN INTL OPRR Z	GFDA	N/A	0.00	0.95
PGIM JNISN NATRL RSRC R6	ESLA	N/A	0.00	0.82
PGIM JNISN SM CO Z	BABA	N/A	0.00	0.81
PGIM JNISN UTIL R6	ESNA	N/A	0.00	0.50
PGIM QMA MDCAP VAL R6	ESOA	N/A	0.00	0.86
PGIM QMA SMCAP VAL R6	EGUA	N/A	0.00	0.69
PGIM QNTSLTNS LGCPINDX R6	ESRA	N/A	0.00	0.21
PGIM SEL REALEST R6	GUHA	N/A	0.00	0.93
PGIM ST COR BD R6	ESUA	N/A	0.00	0.40
PGIM STRAT BD R6	GUKA	N/A	0.00	0.66
PGIM TTL RTN BD R6	DTVA	N/A	0.00	0.40
PIMCO ALL ASST INST	AYPA	N/A	0.00	0.22
PIMCO ALLASSTALLATHRITYIN	AYOA	N/A	0.00	1.78
PIMCO DIVRS INC INST	CCCA	N/A	0.00	0.79
PIMCO DYNMC BD INST	AYTA	N/A	0.00	0.96
PIMCO EMRGMKTLCLCRNBD INS	PELA	N/A	0.00	1.46
PIMCO FDMNTLADVTGPLUS INS	BLLA	N/A	0.00	1.33
PIMCO FORGN UNHDG INST	CSFA	N/A	0.00	0.77
PIMCO GLBBDOPPUSDLHDG INS	GOIA	N/A	0.00	0.71

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
PIMCO GLBL MULT ASST INST	AYRA	N/A	0.00	1.17
PIMCO GNMA GOVT SEC INST	AYSA	N/A	0.00	1.46
PIMCO HI YLD INST	PHIA	N/A	0.00	0.57
PIMCO HI YLD SPCTRM INST	CMDA	N/A	0.00	0.65
PIMCO INC INST	CCDA	N/A	0.00	0.62
PIMCO INFLRSPNSMLTAST INS	GNEA	N/A	0.00	0.94
PIMCO INTL BDUSDLRHGD I2	HDDA	N/A	0.00	0.73
PIMCO INTL BDUSDLRHGDINST	BPPA	N/A	0.00	0.63
PIMCO INVMT GRD CR BD INS	CCEA	N/A	0.00	1.04
PIMCO LNGDUR TTLRTN INST	BLMA	N/A	0.00	3.00
PIMCO LOW DUR ESG INST	PDLA	N/A	0.00	0.52
PIMCO LOW DUR INC INST	EVCA	N/A	0.00	0.81
PIMCO LOW DUR INST	PTLA	N/A	0.00	0.48
PIMCO LT CR BD INST	CMEA	N/A	0.00	1.51
PIMCO LT US GOV INST	CSGA	N/A	0.00	1.88
PIMCO RAE GLB EX US INST	EVDA	N/A	0.00	0.56
PIMCO RAE INTL INST	EVEA	N/A	0.00	0.52
PIMCO RAE PLUS INST	CMBA	N/A	0.00	0.99
PIMCO RAE PLUS SM INST	HIXA	N/A	0.00	1.10
PIMCO RAEWWLNGSHRTPLS INS	FNKA	N/A	0.00	1.42
PIMCO REAL RTN INST	PRIA	N/A	0.00	0.67
PIMCO RLESTRLRTNSTRAT INS	CFGGA	N/A	0.00	3.11
PIMCO ST INST	CMHA	N/A	0.00	0.47
PIMCO STK PLUS SM INST	PXSA	N/A	0.00	0.75
PIMCO STKPLSINTDLRHGD INS	CDUA	N/A	0.00	0.90
PIMCO STKPLUS LG DUR INST	ENWA	N/A	0.00	1.71
PIMCO STKPLUS TTL RTN INS	CDVA	N/A	0.00	0.70
PIMCO STKPLUSARSHRTSTRINS	BLNA	N/A	0.00	0.72
PIMCO TTL RTN INST	PTTA	N/A	0.00	0.49
PIMCOCOMDTPUSSTRAT INST	HIWA	N/A	0.00	0.98
PIMCOCOMDYREALRTNSTRATINS	PCRA	N/A	0.00	0.99
PIONR BAL ESG Y	AYBA	N/A	0.00	0.65

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
PIONR BD Y	AYUA	N/A	0.00	0.47
PIONR DSCPLD VAL Y	AYVA	N/A	0.00	0.65
PIONR EQ INC Y	AYXA	N/A	0.00	0.81
PIONR FDMNTL GR K	DTUA	N/A	0.00	0.66
PIONR FDMNTL GR Y	AYYA	N/A	0.00	0.76
PIONR FLEX OPPr Y	CAKA	N/A	0.00	1.12
PIONR GLBL EQ Y	AYZA	N/A	0.00	0.95
PIONR HI YLD Y	AZJA	N/A	0.00	0.93
PIONR SEL MDCAP GR K	GZZA	N/A	0.00	0.69
PIONR SEL MDCAP GR Y	PGRA	N/A	0.00	0.82
PIONR ST INC Y	PSTA	N/A	0.00	0.59
PIONR STRAT INC K	HDEA	N/A	0.00	0.64
PIONR STRAT INC Y	AZMA	N/A	0.00	0.74
POLEN GLBL GR INST	GUFA	N/A	0.00	0.98
POLEN GR INST	GOJA	N/A	0.00	0.96
PRAXIS INTL INDX A	EXRA	N/A	0.00	1.10
PRFRMNCTR STRAT BD	EXQA	N/A	0.00	0.76
PRIMECAP ODYSY GR	CYYA	N/A	0.00	0.66
PRIMECAP ODYSY STK	DJLA	N/A	0.00	0.67
PRNCPL BLUE CHIP INST	FQJA	N/A	0.00	N/A
PRNCPL CAP APP INST	PWCA	N/A	0.00	0.46
PRNCPL COR FXD INC INST	AZVA	N/A	0.00	0.46
PRNCPL DIVRS INTL INST	BLRA	N/A	0.00	0.88
PRNCPL DIVRS INTL R6	GVFA	N/A	0.00	0.79
PRNCPL DIVRS REALASST INS	CYFA	N/A	0.00	0.83
PRNCPL EQ INC I INST	PEXA	N/A	0.00	0.52
PRNCPL GLBL DIVRS INC INS	CYZA	N/A	0.00	0.68
PRNCPL GLBL REALEST INST	CZAA	N/A	0.00	0.94
PRNCPL GLBL REALEST R6	GAYA	N/A	0.00	0.89
PRNCPL GOVTHIQULTY BD INS	CZBA	N/A	0.00	0.53
PRNCPL HI YLD INST	PYTA	N/A	0.00	0.61
PRNCPL INFL PRTCT INST	PIPA	N/A	0.00	0.40

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
PRNCPL INT EMRG MKT INST	CALA	N/A	0.00	1.12
PRNCPL LGCPSP500INDX INST	PFAA	N/A	0.00	0.16
PRNCPL MDCAP GR INST	PWGA	N/A	0.00	0.75
PRNCPL MDCAP VAL I INST	FECA	N/A	0.00	0.69
PRNCPL MDCAP VAL I R6	H DFA	N/A	0.00	1.50
PRNCPL MDCPSP400INDX INST	PMPA	N/A	0.00	0.25
PRNCPL REALEST SEC INST	DKSA	N/A	0.00	0.86
PRNCPL REALEST SEC R6	GFEA	N/A	0.00	0.81
PRNCPL SMCAP GR I INST	CZCA	N/A	0.00	0.97
PRNCPL SMCAP GR I R6	GZLA	N/A	0.00	0.84
PRNCPL SMCAP INST	PRSA	N/A	0.00	0.85
PRNCPL SMCAP VAL II INST	CZDA	N/A	0.00	0.96
PRNCPL SMCP SP600INDXINST	PXIA	N/A	0.00	0.21
PRNCPL SPCTMPFDCPSCIN INS	AZWA	N/A	0.00	0.81
PRNCPL ST INC INST	PHXA	N/A	0.00	0.42
PTNM CONV SEC Y	BAEA	N/A	0.00	0.80
PTNM COR EQ Y	ERHA	N/A	0.00	0.63
PTNM DIVRS INC TR Y	BAFA	N/A	0.00	0.79
PTNM DYNMC ASSTALLOC GR Y	ESWA	N/A	0.00	0.80
PTNM DYNMC ASSTALLOCBAL R	FJGA	N/A	0.00	0.63
PTNM FOCS EQ Y	FXMA	N/A	0.00	0.90
PTNM GLBL INC Y	DGQA	N/A	0.00	1.10
PTNM GR OP PR R6	GH LA	N/A	0.00	0.54
PTNM INC Y	CFHA	N/A	0.00	0.50
PTNM INTL CAP OP PR Y	BAJA	N/A	0.00	1.33
PTNM INTL EQ Y	BLWA	N/A	0.00	1.01
PTNM LGCAP GR Y	BAIA	N/A	0.00	0.65
PTNM LGCAP VAL Y	BAGA	N/A	0.00	0.65
PTNM SMCAP GR Y	BANA	N/A	0.00	1.00
PTNM SMCAP VAL Y	CSJA	N/A	0.00	0.93
PTNM SUSTNBL FTR Y	BAMA	N/A	0.00	0.80
PTNM SUSTNBL LDRS Y	BALA	N/A	0.00	0.67

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
PTNM ULTRA SHRT DUR INC Y	ESXA	N/A	0.00	0.32
QUANT GOLDBULIONSTRAT INV	DNSA	N/A	0.00	1.34
RAMIREZ COR BD INST	HDHA	N/A	0.00	N/A
RAMIREZ MM INST	HDIA	N/A	0.00	N/A
ROYCE INTL PRMR INST	GFFA	N/A	0.00	1.19
ROYCE MICRO CAP INVMT	CCKA	N/A	0.00	1.25
ROYCE OPPr INVMT	CAPA	N/A	0.00	1.23
ROYCE PRMR SVC	DQXA	N/A	0.00	1.62
ROYCE SMALL CAP FD INVMT	BWFA	N/A	0.00	0.94
ROYCE SMCAP INST	HIYA	N/A	0.00	0.91
ROYCE SPEC EQ INVMT	RXEA	N/A	0.00	1.22
ROYCE TTL RTN INVMT	CAQA	N/A	0.00	1.22
ROYCE VAL INVMT	CARA	N/A	0.00	1.35
ROYCE VAL PLS INVMT	CATA	N/A	0.00	1.27
RSSLL EMRG MKT S	BPVA	N/A	0.00	1.54
RSSLL EQ INC S	BQAA	N/A	0.00	0.94
RSSLL GLBL REALEST SEC S	BPWA	N/A	0.00	1.17
RSSLL INTL DEVL MKT S	BPXA	N/A	0.00	1.01
RSSLL SHRT DUR BD S	BPYA	N/A	0.00	0.83
RSSLL STRAT BD S	BPZA	N/A	0.00	0.77
RSSLL US SMCAP EQ S	BQBA	N/A	0.00	1.13
RTNL DYNMC BRNDS INST	BUBA	N/A	0.00	1.26
RTNL EQ ARMOR INST	BTWA	N/A	0.00	1.45
RYDEX NASDAQ 100 H	DCJA	N/A	0.00	1.54
RYDEXSGI BASIC MTRLS H	RBMA	N/A	0.00	1.68
RYDEXSGI BIO H	RBTA	N/A	0.00	1.68
RYDEXSGI CNSMR PRDCTS H	RCPA	N/A	0.00	1.68
RYDEXSGI ENRGY H	RENA	N/A	0.00	1.68
RYDEXSGI FIN SVC H	RFSA	N/A	0.00	1.68
RYDEXSGI HLTH CARE H	RHCA	N/A	0.00	1.68
RYDEXSGI TECH H	RTCA	N/A	0.00	1.69
RYDEXSGI TRNSPRT H	RTNA	N/A	0.00	1.68

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
SEAFAR OVRSEAS GR INC INS	DQMA	N/A	0.00	0.85
SEI LGCAP GR F	BBAA	N/A	0.00	0.98
SEI LGCAP VAL F	BQCA	N/A	0.00	0.93
SEI SMCAP VAL F	BQDA	N/A	0.00	1.23
SGLBRYNTHML SMCAP VAL INS	GKCA	N/A	0.00	0.96
SIERRA TCTCL ALL ASST INS	CBJA	N/A	0.00	1.45
SIERRA TCTCL COR INC INST	CZHA	N/A	0.00	0.94
SMCAP GR II R1	GBLA	N/A	0.00	N/A
SMCAP GR III R1	HDTA	N/A	0.00	N/A
SMCAP VAL III R1	GVDA	N/A	0.00	N/A
SSGA BAL INDX K	HDJA	N/A	0.00	1.12
SSGA INTL STK SEL INST	BMRA	N/A	0.00	1.24
SSGA S P 500 INDX	SVSA	N/A	0.00	0.17
STATEST INST SMCAPEQ INVM	EXTA	N/A	0.00	0.89
STRLNG CAP MD VAL INST	EGVA	N/A	0.00	0.93
STWRD GLBL EQ INC INST	DQNA	N/A	0.00	1.01
STWRD LGCAPENHCDINDX INST	DQOA	N/A	0.00	0.61
STWRD SMMDCAPENHCINDX INS	DQPA	N/A	0.00	0.64
SUMMITGI US LOWVLTLYEQ I	EBUA	N/A	0.00	0.98
SWAN DFND RSK I	EGWA	N/A	0.00	1.20
TCHSTN ACTIV BD Y	EHBA	N/A	0.00	0.72
TCHSTN BAL Y	BMLA	N/A	0.00	0.79
TCHSTN FLEX INC Y	EHDA	N/A	0.00	0.85
TCHSTN INTL VAL Y	SIXA	N/A	0.00	1.23
TCHSTN LG CO GR Y	EKKA	N/A	0.00	1.07
TCHSTN LGCAP FOCS Y	BMNA	N/A	0.00	0.81
TCHSTN MDCAP GR Y	EKLA	N/A	0.00	1.03
TCHSTN MDCAP R6	HAPA	N/A	0.00	0.83
TCHSTN MDCAP VAL Y	EKMA	N/A	0.00	1.20
TCHSTN MDCAP Y	FYYA	N/A	0.00	0.94
TCHSTN NONUSESG EQ Y	EHFA	N/A	0.00	0.95
TCHSTN SANDS CAP SEL GR Z	BSPA	N/A	0.00	1.25

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
TCHSTN SANDSCAPEMRGMKTGR	EKNA	N/A	0.00	1.29
TCHSTN SM CO R6	DTWA	N/A	0.00	0.88
TCHSTN SM CO Y	SIGA	N/A	0.00	0.98
TCHSTN ULTRSHRTDURFXDINC	EHGA	N/A	0.00	0.76
TCW EMRG MKT INC I	BNGA	N/A	0.00	0.85
TCW MTWST ALPHA TRAK 500	MWAA	N/A	0.00	1.21
TCW MTWST HI YLD BD I	MWHA	N/A	0.00	0.61
TCW MTWST INTMD BD I	MWIA	N/A	0.00	N/A
TCW MTWST LOW DUR BD I	MWLA	N/A	0.00	0.42
TCW MTWST TTL RTN BD I	MWTA	N/A	0.00	0.45
TCW MTWST TTL RTN BD M	DQIA	N/A	0.00	N/A
TCW MTWST ULTRA SHRT BD I	MWUA	N/A	0.00	0.60
TCW REL VAL DIVD APP I	TGDA	N/A	0.00	N/A
TCW REL VAL LGCAP I	HEAA	N/A	0.00	0.82
TCW REL VAL LGCAP N	HEBA	N/A	0.00	1.32
TCW REL VAL MDCAP I	TXGA	N/A	0.00	0.97
TCW SEC BD I	TGLA	N/A	0.00	0.50
TCW SEL EQ I	TGCA	N/A	0.00	0.77
TCW ST BD I	TGSA	N/A	0.00	2.63
THIRD AVE REALEST VAL INS	CUPA	N/A	0.00	1.19
THMP SN BD	ECLA	N/A	0.00	0.75
THRNB RG COR GR R5	BYTA	N/A	0.00	1.52
THRNB RG GLBL OPPR R5	BYUA	N/A	0.00	1.38
THRNB RG INTL EQ I	TIXA	N/A	0.00	1.00
THRNB RG INTL GR R5	BYVA	N/A	0.00	1.45
THRNB RG INTL VAL R5	BYWA	N/A	0.00	1.28
THRNB RG INTL VAL R6	CAYA	N/A	0.00	0.92
THRNB RG INVMT INC BLDR R5	BYXA	N/A	0.00	1.12
THRNB RG LTD TRM INC R5	CCNA	N/A	0.00	0.74
THRNB RG SMMDCAP COR I	THVA	N/A	0.00	1.09
THRNB RG STRAT INC R6	GXLA	N/A	0.00	0.70
THR VNT MDCAP STK S	HAOA	N/A	0.00	0.75

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
THRVRT MDCAP STK S	HAOD	N/A	0.00	0.75
TMTHYPLN FXD INC I	HDLA	N/A	0.00	1.04
TMTHYPLN GR INC I	HDMA	N/A	0.00	1.73
TMTHYPLN HI YLD BD I	GQTA	N/A	0.00	1.07
TMTHYPLN INTL I	ESZA	N/A	0.00	1.39
TMTHYPLN LGMDCAP GR I	HDNA	N/A	0.00	1.21
TMTHYPLN LGMDCAP VAL I	ETAA	N/A	0.00	1.20
TMTHYPLN SMCAP VAL I	ETBA	N/A	0.00	1.22
TMTHYPLN SMMDCAP GR I	HDKA	N/A	0.00	1.33
TRLM ESG GLBL EQ FD INST	ORIA	N/A	0.00	0.89
TROWEPR MULTSCTR BD I	ENNA	N/A	0.00	0.55
TROWEPR BAL I	GUMA	N/A	0.00	0.47
TROWEPR BAL	RPBA	N/A	0.00	0.60
TROWEPR BLUE CHIP GR I	FJKA	N/A	0.00	0.58
TROWEPR BLUE CHIP GR	BMSA	N/A	0.00	0.70
TROWEPR COMM TECH I	HIZA	N/A	0.00	0.68
TROWEPR COMM TECH	BBEA	N/A	0.00	0.82
TROWEPR CR OPFR I	HJAA	N/A	0.00	0.95
TROWEPR DIVD GR I	EKDA	N/A	0.00	0.51
TROWEPR DIVD GR	BYRA	N/A	0.00	0.64
TROWEPR DIVRS MDCAP GR	FJLA	N/A	0.00	0.86
TROWEPR EMRG MKT BD	BMTA	N/A	0.00	0.98
TROWEPR EMRGMKT DISCSTK I	HJBA	N/A	0.00	1.01
TROWEPR EQ INC	BBCA	N/A	0.00	0.68
TROWEPR EQ INDEX 500 I	HJCA	N/A	0.00	0.08
TROWEPR EURO STK	BMWA	N/A	0.00	1.03
TROWEPR FIN SVC	BQEA	N/A	0.00	0.88
TROWEPR GLBL ALLOC I	HJDA	N/A	0.00	0.76
TROWEPR GLBL GR STK I	HJEA	N/A	0.00	0.70
TROWEPR GLBL HI INC BD I	HJFA	N/A	0.00	0.69
TROWEPR GLBL INDSTRLS I	HJGA	N/A	0.00	0.87
TROWEPR GLBL REALEST I	HJHA	N/A	0.00	1.18

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
TROWEPR GBLB STK I	GNFA	N/A	0.00	0.67
TROWEPR GNMA I	HJIA	N/A	0.00	0.44
TROWEPR GR STK I	FJMA	N/A	0.00	0.53
TROWEPR GR STK	TPRA	N/A	0.00	0.65
TROWEPR HLTH SCNC I	HJJA	N/A	0.00	0.67
TROWEPR HLTH SCNC	BQGA	N/A	0.00	0.80
TROWEPR INST FLOTNG RT	BMYA	N/A	0.00	0.57
TROWEPR INST HI YLD	HJKA	N/A	0.00	0.50
TROWEPR INST LNGDUR CR	HJLA	N/A	0.00	0.45
TROWEPR INTGRTDUSSMCPEQ I	EBXA	N/A	0.00	0.66
TROWEPR INTL BD USD HDG I	HJMA	N/A	0.00	0.54
TROWEPR INTL STK FD I	HJNA	N/A	0.00	0.68
TROWEPR INTL STK FD	TPTA	N/A	0.00	0.83
TROWEPR INTL VAL EQ I	HJOA	N/A	0.00	0.69
TROWEPR INTL VAL EQ	BBDA	N/A	0.00	0.85
TROWEPR JPN	BMZA	N/A	0.00	1.08
TROWEPR LGCAP GR I	DQQA	N/A	0.00	0.56
TROWEPR LTN AM	BNAA	N/A	0.00	1.44
TROWEPR MULTSTRATTLRTN I	HJPA	N/A	0.00	1.17
TROWEPR NEW AM GR FD	BBFA	N/A	0.00	0.79
TROWEPR NEW ASIA	BBGA	N/A	0.00	1.00
TROWEPR NEW ERA I	HJQA	N/A	0.00	0.57
TROWEPR NEW ERA	BQHA	N/A	0.00	0.75
TROWEPR NEW HRIZNS I	FJRA	N/A	0.00	0.66
TROWEPR NEW INC	BBHA	N/A	0.00	0.53
TROWEPR OVRSEAS STK I	GQSA	N/A	0.00	0.67
TROWEPR OVRSEAS STK	EVHA	N/A	0.00	0.78
TROWEPR REAL ASST	DUAA	N/A	0.00	0.95
TROWEPR REALEST I	HJRA	N/A	0.00	0.67
TROWEPR REALEST	BQIA	N/A	0.00	0.87
TROWEPR RTRMT 2005 I	HAYA	N/A	0.00	N/A
TROWEPR RTRMT 2010 I	HAZA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
TROWEPR RTRMT 2015 I	HBOA	N/A	0.00	N/A
TROWEPR RTRMT 2020 I	HBPA	N/A	0.00	N/A
TROWEPR RTRMT 2025 I	HBQA	N/A	0.00	N/A
TROWEPR RTRMT 2030 I	HBRA	N/A	0.00	N/A
TROWEPR RTRMT 2035 I	HBSA	N/A	0.00	N/A
TROWEPR RTRMT 2040 I	HBTA	N/A	0.00	N/A
TROWEPR RTRMT 2045 I	HBUA	N/A	0.00	N/A
TROWEPR RTRMT 2050 I	HBVA	N/A	0.00	N/A
TROWEPR RTRMT 2055 I	HBWA	N/A	0.00	N/A
TROWEPR RTRMT 2060 I	HBXA	N/A	0.00	N/A
TROWEPR RTRMT 2065 I	HBYA	N/A	0.00	N/A
TROWEPR RTRMT BAL I	HJSA	N/A	0.00	N/A
TROWEPR RTRMT BAL	BNFA	N/A	0.00	0.49
TROWEPR SCNC TECH I	HJTA	N/A	0.00	0.69
TROWEPR SCNC TECH	BQJA	N/A	0.00	0.81
TROWEPR SCNC TECH	BQJD	N/A	0.00	0.81
TROWEPR SMCAP VAL INSTL	ENCA	N/A	0.00	0.67
TROWEPR SMCAP VAL	TPSA	N/A	0.00	0.78
TROWEPR SPCTRM GR	BQKA	N/A	0.00	0.73
TROWEPR SPCTRM INC	TRPA	N/A	0.00	0.62
TROWEPR SPCTRM MOD ALLOC	CUMA	N/A	0.00	0.71
TROWEPR SPCTRMCNSRVALLOC	PSRA	N/A	0.00	0.60
TROWEPR SPCTRMMODGRALLOC	CUNA	N/A	0.00	0.76
TROWEPR SPCTRMMODGRALLOC	GHJA	N/A	0.00	0.62
TROWEPR ST BD	DLHA	N/A	0.00	0.46
TROWEPR US EQ RSRCH I	GZMA	N/A	0.00	0.35
TROWEPR US EQ RSRCH	BBBA	N/A	0.00	0.44
TROWEPR US HI YLD I	HJUA	N/A	0.00	0.69
TROWEPR US LGCAP COR INV	GHNA	N/A	0.00	0.69
TROWEPR US TRSR LT INDX I	HJWA	N/A	0.00	0.10
TROWEPR USTRSRYINTMDINDXI	HJVA	N/A	0.00	0.14
TROWEPR VAL	CNHA	N/A	0.00	0.72

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
TWDBRN INTL VAL	GZNA	N/A	0.00	1.39
UBS US ALLOCATION P	BCFA	N/A	0.00	0.74
UBS US SMCAP GR P	BCGA	N/A	0.00	1.31
VANECK CM COMDTY INDX I	BNHA	N/A	0.00	0.89
VANECK EMRG MKT INST	BCHA	N/A	0.00	1.23
VANECK GLBL HRD ASST INST	BCIA	N/A	0.00	1.13
VANECK INTL INV GOLD INST	BCJA	N/A	0.00	1.12
VEST US LGCAP 10% BFR Y	GALA	N/A	0.00	0.99
VIC CAP GR INST	ECQA	N/A	0.00	1.83
VIC CORPLS INTMD BD R6	ECXA	N/A	0.00	0.42
VIC DIVRS STK I	BNJA	N/A	0.00	0.86
VIC EMRG MKT INST	ECRA	N/A	0.00	1.38
VIC FD FOR INC I	BCLA	N/A	0.00	0.70
VIC GLBL NATRL VIC RSRC Y	BLYA	N/A	0.00	1.21
VIC GOVT SEC INST	ECSA	N/A	0.00	0.42
VIC INC INST	ECVA	N/A	0.00	0.55
VIC INTEGRITY MDCAP VAL Y	EZMA	N/A	0.00	1.04
VIC INTEGRITY SMCAP VAL Y	BYJA	N/A	0.00	1.06
VIC INTL INST	ECYA	N/A	0.00	1.02
VIC LOW DUR BD Y	CMZA	N/A	0.00	N/A
VIC MNDR MDCAP COR GR Y	BKTA	N/A	0.00	0.97
VIC NASDAQ 100 INDX R6	ECZA	N/A	0.00	0.30
VIC RS GR Y	CMVA	N/A	0.00	0.97
VIC RS INV Y	CMXA	N/A	0.00	1.38
VIC RS LGCAP ALPHA Y	CJJA	N/A	0.00	0.72
VIC RS MDCAP GR Y	BLZA	N/A	0.00	1.12
VIC RS PTNRS Y	BMBA	N/A	0.00	1.13
VIC RS SCNC TECH Y	BMJA	N/A	0.00	1.29
VIC RS SEL GR Y	CCMA	N/A	0.00	1.28
VIC RS SMCAP GR R6	GZPA	N/A	0.00	1.09
VIC RS SMCAP GR Y	BMFA	N/A	0.00	1.17
VIC RS VAL Y	BMKA	N/A	0.00	1.07

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
VIC SMCAP GR FEE R1	FNDA	N/A	0.00	N/A
VIC SMCAP STK INST	EDCA	N/A	0.00	0.99
VIC SOPHS EMRG MKT Y	ENFA	N/A	0.00	1.35
VIC ST BD R6	EDAA	N/A	0.00	0.34
VIC STRAT ALLOC I	BNIA	N/A	0.00	0.64
VIC SYC SM CO OPPR R6	GTWA	N/A	0.00	0.85
VIC TRIV INTL SMCAP Y	EOCA	N/A	0.00	1.15
VIC TTL RTN BD Y	MUCA	N/A	0.00	N/A
VIC ULTRA ST BD R6	EDDA	N/A	0.00	0.55
VILLERE BAL INV	CZOA	N/A	0.00	1.03
VIRTUS ALPHSMPLMDFRSTR	CYXA	N/A	0.00	1.45
VIRTUS CONV INST	ABZA	N/A	0.00	0.86
VIRTUS CRDEX LGCPVALEQ R6	CZEA	N/A	0.00	0.87
VIRTUS CRDEX MDCPVALEQ R6	CZFA	N/A	0.00	0.87
VIRTUS CRDEX SMCPVALEQ R6	FJTA	N/A	0.00	1.06
VIRTUS D&PGLBREALESTSEC R	EYBA	N/A	0.00	1.05
VIRTUS FOCGR INST	ACJA	N/A	0.00	0.70
VIRTUS INTLSMCAP I	ACNA	N/A	0.00	1.55
VIRTUS KAR INTL SMCAP R6	EYCA	N/A	0.00	1.09
VIRTUS KAR MDCAP COR R6	EYDA	N/A	0.00	0.97
VIRTUS KAR MDCAP GR R6	EYEA	N/A	0.00	0.91
VIRTUS KAR SMCAP COR R6	EYFA	N/A	0.00	0.92
VIRTUS KAR SMCAP GR R6	EYGA	N/A	0.00	0.99
VIRTUS KAR SMCAP VAL R6	EYHA	N/A	0.00	0.89
VIRTUS NF MULTSCTR STBD R	EYIA	N/A	0.00	0.69
VIRTUS NFJ DIVD VAL INST	ACZA	N/A	0.00	0.74
VIRTUS NFJ INTL VAL INST	ADCA	N/A	0.00	1.02
VIRTUS NFJ LGCAPVAL INST	ADFA	N/A	0.00	0.77
VIRTUS NFJ MDCAPVAL INST	ADHA	N/A	0.00	0.82
VIRTUS NFJ SMCAP VAL INST	APXA	N/A	0.00	0.92
VIRTUS SEIX COR BD I	BAPA	N/A	0.00	0.71
VIRTUS SEIX CORP BD I	STXA	N/A	0.00	0.90

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
VIRTUS SEIX HI YLD A	HBZA	N/A	0.00	1.10
VIRTUS SEIX HI YLD A	HBZD	N/A	0.00	1.10
VIRTUS SEIX HI YLD I	SAMA	N/A	0.00	0.78
VIRTUS SEIX HI YLD R6	GKFA	N/A	0.00	0.66
VIRTUS SEIX TTL RTN BD I	SAFA	N/A	0.00	0.60
VIRTUS SGA EMRGMKT EQ R6	DUGA	N/A	0.00	1.16
VIRTUS SGA INTL GR R6	EYLA	N/A	0.00	1.18
VIRTUS SLVNT MDCAP INST	PRCA	N/A	0.00	0.77
VIRTUS SLVNTLGCPCR STK R6	DJMA	N/A	0.00	0.96
VIRTUS SMCAP INST	FXPA	N/A	0.00	0.95
VIRTUS TECH INST	ADLA	N/A	0.00	1.17
VIRTUSSEIXFLOTRTHIINC I	BLXA	N/A	0.00	0.77
VIRTUSSEIXUSGVSCULTSHBD I	CTDA	N/A	0.00	0.51
VNGRD 500 INDEX FD AS	CSLA	N/A	0.00	0.04
VNGRD BAL INDX ADML	CSNA	N/A	0.00	0.07
VNGRD CNSMR STPLS ADML	DLWA	N/A	0.00	0.10
VNGRD COMDTY STRAT ADML	FYZA	N/A	0.00	0.21
VNGRD DEVL MKT INDX ADML	CWCA	N/A	0.00	0.08
VNGRD DIVD APP INDX ADML	CWDA	N/A	0.00	0.08
VNGRD DIVD GR INV	VDGA	N/A	0.00	0.29
VNGRD DIVRS EQ INV	VDEA	N/A	0.00	0.00
VNGRD EMRG MKT STKINDXADM	CSOA	N/A	0.00	0.14
VNGRD ENRGY ADML	CWEA	N/A	0.00	0.36
VNGRD ENRGY INDX ADML	ETCA	N/A	0.00	0.10
VNGRD EQ INC ADML	CWFA	N/A	0.00	0.18
VNGRD EURO STK INDX ADML	CSPA	N/A	0.00	0.11
VNGRD EXPLR ADML	CWGA	N/A	0.00	0.34
VNGRD EXTND MKT INDX ADML	CSQA	N/A	0.00	0.06
VNGRD FED MNY MKT INV	GXMA	N/A	0.00	0.11
VNGRD FIN INDX ADML	ETDA	N/A	0.00	0.10
VNGRD FTSE SOC INDX ADML	FLIA	N/A	0.00	0.14
VNGRD FTSEALWDXUSIND ADML	FKXA	N/A	0.00	0.11

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
VNGRD GLBL CAP CYC INV	VGPA	N/A	0.00	0.44
VNGRD GLBL EQ INV	VHGA	N/A	0.00	0.42
VNGRD GLBL MIN VOL ADML	DJPA	N/A	0.00	0.14
VNGRD GNMA ADML	CWHA	N/A	0.00	0.11
VNGRD GR INC ADML	CWIA	N/A	0.00	0.22
VNGRD GR INDX ADML	CSRA	N/A	0.00	0.05
VNGRD HI YLD CORP ADML	VEWA	N/A	0.00	0.12
VNGRD HIDIVD YLD INDX ADM	FNGA	N/A	0.00	0.08
VNGRD HLTH CARE ADML	CWJA	N/A	0.00	0.30
VNGRD HLTH CARE INDX ADML	FQKA	N/A	0.00	0.10
VNGRD INFL PRTCT SEC ADML	CWKA	N/A	0.00	0.10
VNGRD INFO TECH INDX ADML	ETFA	N/A	0.00	0.10
VNGRD INTDTRMTRSIND ADML	CZJA	N/A	0.00	0.07
VNGRD INTL EXPLR INV	VNXA	N/A	0.00	0.52
VNGRD INTL GR ADML	CWNA	N/A	0.00	0.31
VNGRD INTL VAL INV	VRTA	N/A	0.00	0.39
VNGRD INTMD TRM TRSRY ADM	CWMA	N/A	0.00	0.10
VNGRD INTMDTRM BD INDXADM	DLXA	N/A	0.00	0.07
VNGRD INTMDTRMINVTGRD ADM	CWLA	N/A	0.00	0.10
VNGRD LGCAP INDX ADML	EDFA	N/A	0.00	0.05
VNGRD LT INVMT GRD ADML	CWOA	N/A	0.00	0.11
VNGRD LT TRSRY ADML	CWPA	N/A	0.00	0.10
VNGRD LT TRSRY INDX ADML	ETGA	N/A	0.00	0.07
VNGRD MDCAP GR INDX ADML	CWQA	N/A	0.00	0.07
VNGRD MDCAP GR INV	VGIA	N/A	0.00	0.37
VNGRD MDCAP VAL INDX ADML	CWRA	N/A	0.00	0.07
VNGRD MID-CAP IDX FD AS	CSSA	N/A	0.00	0.05
VNGRD MKT NUTRL INV	CZKA	N/A	0.00	1.80
VNGRD MTRLS INDX ADML	EDGA	N/A	0.00	0.10
VNGRD PACFC STK INDX ADML	CSTA	N/A	0.00	0.10
VNGRD REALEST INDX ADML	CSUA	N/A	0.00	0.12
VNGRD SEL VAL INV	VSXA	N/A	0.00	0.43

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
VNGRD SM CAP INDX FD AS	CSXA	N/A	0.00	0.05
VNGRD SMCAP GR INDX ADML	CWYA	N/A	0.00	0.07
VNGRD SMCAP VAL INDX ADML	CWXA	N/A	0.00	0.07
VNGRD ST BD INDX ADML	CSWA	N/A	0.00	0.07
VNGRD ST CORP BD INDX ADM	CZLA	N/A	0.00	0.07
VNGRD ST FED ADML	CWTA	N/A	0.00	0.10
VNGRD ST INVMT GRD ADML	CWUA	N/A	0.00	0.10
VNGRD ST TRSRY ADML	CWWA	N/A	0.00	0.10
VNGRD STAR INV	VGTA	N/A	0.00	0.00
VNGRD STINFLPRTSECIND ADM	EHIA	N/A	0.00	0.06
VNGRD STRAT EQ INV	VSQA	N/A	0.00	0.17
VNGRD STRAT SMCAP EQ INV	VTCA	N/A	0.00	0.26
VNGRD TAXMGD SMCAP ADML	EVJA	N/A	0.00	0.09
VNGRD TRGT RTRMT 2020 INV	VTWA	N/A	0.00	N/A
VNGRD TRGT RTRMT 2025 INV	VTTA	N/A	0.00	N/A
VNGRD TRGT RTRMT 2030 INV	VTHA	N/A	0.00	N/A
VNGRD TRGT RTRMT 2035 INV	VHTA	N/A	0.00	N/A
VNGRD TRGT RTRMT 2040 INV	VFOA	N/A	0.00	N/A
VNGRD TRGT RTRMT 2045 INV	VTIA	N/A	0.00	0.08
VNGRD TRGT RTRMT 2050 INV	VFFA	N/A	0.00	0.08
VNGRD TRGT RTRMT 2055 INV	VVXA	N/A	0.00	0.00
VNGRD TRGT RTRMT 2060 INV	BWGA	N/A	0.00	0.00
VNGRD TRGT RTRMT 2065 INV	EHJA	N/A	0.00	0.00
VNGRD TRGT RTRMT 2070 INV	GTYA	N/A	0.00	0.00
VNGRD TRGT RTRMT INC	VTNA	N/A	0.00	N/A
VNGRD TRSRY MNY MKT INV	GZOA	N/A	0.00	0.09
VNGRD TTL BND MKT LDX ADM	CSYA	N/A	0.00	0.05
VNGRD TTL INTL BD IDX ADM	CZMA	N/A	0.00	0.11
VNGRD TTL INTLSTKINDX ADM	CSZA	N/A	0.00	0.12
VNGRD TTL STMKT INDX FD A	CUQA	N/A	0.00	0.04
VNGRD TTL WLDSTK INDX ADM	FLJA	N/A	0.00	0.10
VNGRD TTL WLDSTK INDX ADM	FLJD	N/A	0.00	0.10

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
VNGRD US GR ADML	CWZA	N/A	0.00	0.20
VNGRD UTIL INDX ADML	FKYA	N/A	0.00	0.10
VNGRD VAL INDX ADML	CTAA	N/A	0.00	0.05
VNGRD WLNGTN INV	VWEA	N/A	0.00	0.26
VNGRD WLSLY INC ADML	CXAA	N/A	0.00	0.16
VNGRD WNDSR ADML	CXBA	N/A	0.00	0.32
VNGRD WNDSR II ADML	CZNA	N/A	0.00	0.26
VOYA GLBL BD I	FBXA	N/A	0.00	0.73
VOYA GNMA INC I	GAZA	N/A	0.00	0.59
VOYA INTMD BD I	FCBA	N/A	0.00	0.34
VOYA INVMT GRD CR I	GBBA	N/A	0.00	0.92
VOYA LGCAP GR I	FCCA	N/A	0.00	0.58
VOYA LGCAP GR R6	HAUA	N/A	0.00	0.57
VOYA MDCAP OPPI I	FCFA	N/A	0.00	1.02
VOYA MULT MGR INTL SMCAP	FCGA	N/A	0.00	1.33
VOYA SEC CR I	GBCA	N/A	0.00	0.71
VOYA STRAT INC OPPI I	FCIA	N/A	0.00	0.63
WASATCH GLBL VAL	BEWA	N/A	0.00	1.18
WASATCHFRNTREMGSMCNTRY IN	DLYA	N/A	0.00	2.31
WCM FOCS EMRG MKT INST	GRSA	N/A	0.00	1.27
WCM FOCS INTL GR INST	EOLA	N/A	0.00	1.04
WEITZ SHRT INTMD INC INST	DGRA	N/A	0.00	0.60
WLMBLR EMRG MKT GR R6	HJXA	N/A	0.00	N/A
WLMBLR EMRG MKT LDRS I	FUUA	N/A	0.00	1.18
WLMBLR EMRG MKT LDRS R6	HJYA	N/A	0.00	1.08
WLMBLR GLBL GR I	BNRA	N/A	0.00	1.14
WLMBLR GR I	BNSA	N/A	0.00	0.91
WLMBLR INTL GR I	BNTA	N/A	0.00	1.10
WLMBLR INTL LDRS I	FUVA	N/A	0.00	1.04
WLMBLR LGCAP GR I	FUWA	N/A	0.00	0.78
WLMBLR SM MD GR I	BNXA	N/A	0.00	1.14
WLMBLR SMCAP GR I	BNVA	N/A	0.00	1.18

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
WLMBLR SMCAP VAL R6	HJZA	N/A	0.00	0.79
WLMNTR COR BD I1	EOHA	N/A	0.00	N/A
WLMNTR COR BD R1	EOIA	N/A	0.00	N/A
WLMNTR COR PLUS BD II R1	GRYA	N/A	0.00	N/A
WLMNTR EUROPACFC GR R1	GXSA	N/A	0.00	N/A
WLMNTR INTL EQ R1	GGOA	N/A	0.00	N/A
WLMNTR INTL GR II R1	GNKA	N/A	0.00	N/A
WLMNTR INTL STK I1	EOJA	N/A	0.00	N/A
WLMNTR INTL STK R1	EOKA	N/A	0.00	N/A
WLMNTR INVSCO DEVL MKT	GPMA	N/A	0.00	N/A
WLMNTR LGCAP GR IV I1	GXTA	N/A	0.00	N/A
WLMNTR LGCAP GR IV R1	GXUA	N/A	0.00	N/A
WLMNTR LGCAP VAL R1	EZAA	N/A	0.00	N/A
WLMNTR LGCAPGR II R11	GGGA	N/A	0.00	N/A
WLMNTR MDCAPVAL R1	GGKA	N/A	0.00	N/A
WLMNTR SMCAP VAL R1	FQTA	N/A	0.00	N/A
WLMNTRBR EAFE EQ INDX 1	EODA	N/A	0.00	N/A
WLMNTRBR EAFE EQ INDX R	EMFA	N/A	0.00	N/A
WLMNTRBR EQ INDX 1	EOEA	N/A	0.00	N/A
WLMNTRBR MDCAP EQ INDX 1	GLUA	N/A	0.00	N/A
WLMNTRBR RSL 2000 INDX R	EMTA	N/A	0.00	N/A
WLMNTRBR US DB INDX 1	EOGA	N/A	0.00	N/A
WLMNTRBR US TIPS INDX 1	GLTA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2020 R	GURA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2025 R	GUTA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2030 R	GUUA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2035 R	GUVA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2040 R	GUWA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2045 R	GUXA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2050 R	GUYA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2055 R	GUZA	N/A	0.00	N/A
WLMNTRTROWEPRRTRMT 2060 R	GVBA	N/A	0.00	N/A

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
WLMNTRTROWEP RRTRMT 2065 R	GVCA	N/A	0.00	N/A
WSTWD INC OP PR INST	CEBA	N/A	0.00	0.81
XSQUARE BAL INST	HKAA	N/A	0.00	2.55
ZACKS DIVD INV	GNJA	N/A	0.00	1.32

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[®] Retirement AdvisorSM Summary of Contract Information

Plan Name: Magnolia Educational & Research Foundation 403(b) Plan

Date of Proposal: August 26, 2024

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[®] Retirement AdvisorSM 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*	1.15%
2	0.00% (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[®] 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 Educational & Research Foundation

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

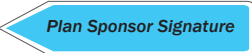


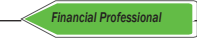

Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

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 Educational & Research
Foundation 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, 2024

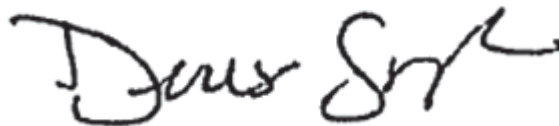
Issue Date of Contract: August 26, 2024

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**

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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	1.15%
	2	0.00% (minimum)

Maximum Annual Deposit: \$1,000,000

Plan: Magnolia Educational & Research Foundation 403(b) Plan.

CONTRACT SUMMARY PAGE

GA-P N/A

Processing Exchanges:	Exchanges, as described in Article IV, will be made within three Business Days following receipt of the Contractholder's written request.
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.

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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:

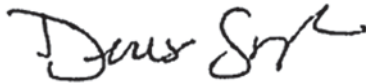
In no case shall the amounts paid under this section that are subject to a market value adjustment be less than the account value of the Guaranteed Fund.

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

IRON FIDUCIARY, AN OFFERING BY CREATIVE PLANNING, LLC
ERISA FIDUCIARY 3(38) INVESTMENT MANAGEMENT AGREEMENT

Name of Plan: Magnolia Educational & Research Foundation 403(b) Plan

Name of Employer/Plan Sponsor: Magnolia Educational & Research Foundation

This ERISA Fiduciary 3(38) Investment Management Agreement and all appendices attached hereto and incorporated by reference herein (collectively, the “Agreement”) sets forth the terms and conditions necessary for IRON Fiduciary (“IRON”), an offering by Creative Planning, LLC (“CP”) to provide services to the Employer/Plan Sponsor (the “Sponsor”) and the above-referenced, Participant-directed defined contribution retirement Plan described in the Retirement Plan Client Profile at Appendix A (the “Plan”). This Agreement is made effective as of the date it is signed by the Sponsor on behalf of the Plan (the “Effective Date”).

Whereas, CP is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Act”), and is qualified to serve as an Investment Manager as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”);

Whereas, IRON owes a duty of undivided loyalty to its clients and acts as a fiduciary under the Act and ERISA with respect to the provision of discretionary Investment Management and Managed Account Service Monitoring services under this Agreement and discharges its duties solely in the interest of the Plan’s Participants and beneficiaries;

Whereas, Sponsor maintains the Plan, which is qualified under section 401(a), 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended (the “Code”), and may be subject to ERISA;

Whereas, the undersigned is the Responsible Plan Fiduciary (“RPF”), or if the Plan is a 403(b) plan not subject to ERISA or a 457(b) plan, has the same responsibilities as a RPF under a plan subject to ERISA and has the authority to cause the Plan to enter into arrangements for necessary services for the operation, investment and/or administration of the Plan, including without limitation, the services contemplated hereunder (hereinafter Sponsor and RPF are collectively referred to as “Sponsor”) except for purposes of Section 8(b));

Whereas, in order to fulfill its fiduciary obligations to manage certain aspects of the Plan prudently, Sponsor, in its sole discretion, and in consideration of the mutual promises set forth herein, seeks to engage IRON to provide certain investment-related services under this Agreement:

1. Services

IRON agrees to provide the services set forth in Appendix B (“Services”) to the Plan pursuant to the Fee Schedule in Appendix C.

1.1 ERISA Fiduciary Services

Sponsor hereby appoints IRON to serve as a fiduciary, as defined in ERISA Section 3(21)(A)(ii) and Code Section 4975(e)(3)(B) and as an “Investment Manager” for the Plan within the meaning of ERISA Section 3(38), which appointment IRON hereby accepts. IRON agrees to perform the services described in Appendix B, Section I, and will act as a fiduciary in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances. (“CIF”).

1.2 ERISA Non-Fiduciary Services

As further described in Appendix B, Section II, IRON may also provide ministerial or administrative services to the Plan that are not considered to be fiduciary under ERISA.

1.3 Limitations on Services

Sponsor acknowledges that in providing ERISA Fiduciary Services, IRON:

- (a) (Shall provide Services only with respect to the selection and retention of the Plan’s DIAs and Model Portfolios and shall not:
 - (i) serve as a Plan custodian;
 - (ii) provide advice or recommendations with respect to the Plan’s choice of Third Party Administrator, Record-keeper or other service provider;
 - (iii) assume the duties of a trustee of the Plan or administrator (as such term is defined in Section 3(16) of ERISA); or
 - (iv) affirmatively elect the Qualified Default Investment Alternative under Appendix A, Section II (B)(3).
- (b) Shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities, including prospectus delivery.

- (c) Shall have no authority or discretion to:
 - (i) interpret the Plan documents;
 - (ii) handle benefit claims under the Plan;
 - (iii) determine eligibility or participation under the Plan; or
 - (iv) take any other action with respect to the management or administration of the Plan.
- (d) Shall not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan Participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including ERISA and the Code.
- (e) Shall only be responsible as the Plan's Investment Manager as described in Appendix B for its Model Portfolios, the DIAs actually selected for the asset categories set forth in Section II to Appendix A and that are subject to on-going monitoring by IRON in its discretion as the Plan's Investment Manager, the on-going monitoring of any Managed Account Service available across the entire Nationwide private sector platform and selected by the Sponsor to the extent directed by the Sponsor under Section II (B), and the appointment of investment managers for CITs and CIFs, and it shall not have any responsibilities or potential liabilities in connection with any investments made under the Plan at the direction of Sponsor or any third party other than IRON (e.g., employer securities, share class selection, unallocated accounts, mutual fund windows, self-directed brokerage accounts, guaranteed investment contracts, etc.). For the avoidance of doubt, IRON shall also not be responsible for investments described in the preceding sentence that are part of a Nationwide product offered on its platform.
 - (i) If a fund previously purchased by a Plan Participant through the Plan's mutual fund window is designated by IRON as a DIA, such fund will no longer be available for purchase through the Plan's mutual fund window and will be treated as a DIA. If IRON elects to replace a fund previously purchased by a Plan Participant through the Plan's mutual fund window that becomes a DIA, Sponsor acknowledges that IRON will direct the fund to be liquidated and reinvested in the replacement fund consistent with the Mapping Procedures set forth in Appendix F of this Agreement. Sponsor will be solely responsible for providing any required notices to Plan Participants, including but not limited to those required under ERISA.
- (f) Shall not be responsible or liable for the recommendation of or services rendered by anyone else ("other provider") as a result of such services or the other provider's compliance with applicable laws, including, without limitation, ERISA and the Code, with respect to such services.

2. Fees

2.1 Amount and Payment

In consideration for the Services provided under this Agreement, Sponsor shall pay, or shall cause the Plan to pay, to IRON a fee as set forth in Appendix C (the "Fee"). Sponsor acknowledges that the Plan may incur other levels of fees and expenses, including but not limited to investment-related expenses imposed by other service providers and mutual fund managers not affiliated with IRON and other fees and expenses charged by the Plan's custodian, Third-Party Administrator, and/or Record-keeper. IRON makes no representations or warranties relating to any costs or expenses associated with the services provided by any third parties. Sponsor further acknowledges that the Fees charged by IRON for the Services are in addition to any brokerage, custodial, advisory and/or other fees that may be charged to Sponsor by other service providers to the Plan.

The only compensation received by IRON with respect to the Services, however, are the Fees, and no increase in the Fees shall be effective without prior written notification to Sponsor in accordance with Section 11.3 of this Agreement.

2.2 Authorization to Remit Fees and Information

Sponsor will authorize and direct the Record-keeper (or other custodian of the Plan's assets) (collectively, "Record-keeper") to remit the Fees on a quarterly basis, directly to IRON from Plan assets or will elect to pay the Fees directly to IRON and the Record-keeper as outlined in Appendix C.

Sponsor further acknowledges that, to the extent permitted by law, it is solely responsible for verifying the accuracy of the calculation of the Fees and that IRON is not liable to the Plan, Plan Participants or beneficiaries, or any other fiduciary of the Plan or anyone else for errors in the calculation or payments. The Sponsor further authorizes all third-party service providers to provide IRON with copies of reports or information provided to the Sponsor.

3. Custody of Assets and Other Services

Neither CP nor any of its affiliates shall provide services to the Plan other than as set forth herein. In furtherance of the foregoing, custody of all Plan assets will be maintained with a Third-Party Custodian selected by Sponsor, and Plan recordkeeping shall be provided by a Third-Party Record-keeper selected by Sponsor. Neither CP nor any of its affiliates will have custody of any Plan assets. Sponsor will be solely responsible for paying all fees or charges of the Record-keeper. CP does not make any recommendations with respect to the custody of assets, Record-keepers or other Plan service providers, unless specifically indicated herein. Neither CP nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian. Sponsor authorizes the Record-keeper to provide CP with copies of all periodic statements and other reports that the Record-keeper sends to Sponsor.

4. Non-Exclusivity

Sponsor understands that CP and its affiliates may perform among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management services for other clients. Sponsor recognizes that CP or any of its affiliates may also give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Nothing in this Agreement shall be deemed to impose on CP, or any of its affiliates, any obligation to advise Sponsor with respect to the Plan, including the Services provided by CP under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients.

5. Valuation

IRON may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Record-keeper of the Plan's assets. In all events, Sponsor acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

6. Representations and Warranties of Sponsor

Sponsor represents and warrants as follows:

- (a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided, and Sponsor is not relying on any advice or recommendations by IRON in making such decisions except as provided in accordance with Section 1 above and Appendix B.
- (b) This Agreement is binding on the Sponsor and does not violate any prior obligation or agreement.
- (c) The individual signing this Agreement and any appendices thereto on behalf of a Plan Sponsor is a Named Fiduciary on the Plan and is also authorized to sign on behalf of the Sponsor in its corporate capacity.
- (d) Sponsor shall be solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, ERISA and the Code, including Sponsor's obligation to obtain and maintain for the period of this Agreement a bond in the requisite amount and otherwise satisfying the applicable requirements of ERISA and fiduciary liability insurance sufficient to cover Sponsor's liability obligations to IRON in the event of Sponsor's breach of its fiduciary obligations under ERISA.
- (e) Sponsor warrants that it shall comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- (f) Sponsor represents that it shall be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, investment advisory services or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action.
- (g) Sponsor authorizes IRON to deliver documents and communicate with Plan and Plan Participants or beneficiaries through the use of electronic communication including electronic mail. IRON shall not be responsible for prospectus delivery and/or determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of ERISA and/or the Code. Sponsor shall be responsible for determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of ERISA and/or the Code.

- (h) The individual signing this Agreement and any appendices thereto on behalf of the Sponsor represents that he/she:
- (i) is independent of and unrelated to CP or any of its affiliates;
 - (ii) is the Named Fiduciary (as defined in ERISA Section 402(a)(2)) or an authorized delegate thereof with respect to the control or management of the assets of the Plan;
 - (iii) has the authority to elect a Qualified Default Investment Alternative under Appendix A, Section II (B)(3);
 - (iv) has the power and authority to appoint investment advisers and investment managers under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with the requirements of ERISA; and
 - (v) is authorized to sign on behalf of the Sponsor in its corporate capacity.
- (i) Sponsor agrees to promptly provide IRON with any amendments to the Plan's governing documents that are reasonably expected to alter or affect IRON in the performance of Services under this Agreement in accordance with Section 10.5 hereunder. Sponsor will not provide IRON with any information that is misleading or incomplete and IRON may rely upon this representation if it disseminates such information on behalf of the Sponsor to any third parties. If IRON determines that it is unable to provide any or all of the Services, it shall terminate this Agreement pursuant to Section 9 of this Agreement.
- (j) Sponsor acknowledges that before this Agreement was entered into, IRON provided to Sponsor information regarding services, compensation, fiduciary obligations and conflicts of interest, and Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage IRON. All such information is included in this Agreement, in the Appendices hereto and Creative Planning, LLC Form ADV Part 2 which is hereby made part of this Agreement. Sponsor has reviewed and considered the contents of the Agreement and has determined the Services to be rendered hereunder:
- (i) to be necessary for the operation of the Plan; and
 - (ii) to be reasonable and appropriate based upon the compensation to be paid for the Services.
- (k) Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.
- (l) The Plan documents (and related Trust documents) permit payment of the Fees out of Plan assets. The Plan is a retirement plan that provides its participants the "opportunity to exercise control over assets" in their individual accounts in material compliance with Section 2550.404c-1(b)(2) of the U.S. Department of Labor regulations (the "DOL Regulations"). If participants are defaulted into a QDIA, such participants timely receive the QDIA notices under Section 2550.404c-5(c)(3) of the DOL Regulations.
- (m) Sponsor shall cooperate fully with IRON in IRON's provision of Services hereunder. In furtherance of the foregoing, Sponsor shall authorize the Record-keeper to provide IRON such information or data regarding the Plan and the Plan's assets (and earnings or losses thereon) that IRON reasonably requests in connection with the Services provided under this Agreement. Sponsor shall communicate any changes with respect to its contact information referenced in Section 10.5 of this Agreement to the Record-keeper as well as IRON.
- (n) Sponsor agrees to be bound by the Facilitation Agreement, attached as Appendix D.
- (o) If Sponsor has engaged another provider to serve as a financial professional or consultant (the "Financial Consultant") on behalf of the Plan, any investment-related services provided by such Financial Consultant, including but not limited to participant-level services or share class recommendations given to Sponsor, will be consistent with the Services provided under this Agreement and will be provided in compliance with applicable law, including but not limited to the prohibited transaction rules under ERISA. Sponsor acknowledges that IRON shall not be responsible for any actions outside the scope of its Services, including but not limited to any investment decisions made by Sponsor or participants based on recommendations provided by such Financial Consultant.
- (p) An unsigned copy of this Agreement including the disclosures in Appendix C (which are intended to provide certain fee disclosures under Section 408(b)(2) of ERISA and the regulations thereunder) was provided reasonably in advance of the date of Sponsor's entering into this Agreement. Sponsor further acknowledges delivery and receipt of CP's Form ADV Part 2 in accordance with the Act and CP's Privacy Policy Notice in accordance with the Gramm-Leach-Bliley Act of 1999.

- (q) If Sponsor directs IRON to provide on-going monitoring of any Managed Account Service selected by Sponsor, Sponsor has made its own independent decision to select such Managed Account Service and is not relying on any recommendation or other advice from IRON with respect to the selection of such Managed Account Service. Sponsor acknowledges that, due to operations and systems-related limitations, IRON is only capable of providing on-going monitoring for a Managed Account Service to the extent it is available across Nationwide's entire private sector business platform and in no event will IRON be able to monitor any other Managed Account Service that fails to meet this requirement. Sponsor further acknowledges that in the event that IRON makes a recommendation to Sponsor to discontinue the Managed Account Service for any reason, IRON will have no further related monitoring responsibilities.
- (r) Sponsor hereby acknowledges that IRON has access to, and is authorized to use, all investment options available under the Plan's menu of investments based on the Nationwide product(s) and program selected by the Plan Sponsor. Options may include mutual funds and collective investment trusts (CIT), if applicable. If the Sponsor is investing plan assets in a CIF, it is either a governmental plan which satisfies the requirements of Code Section 457(g), or a tax qualified plan under Code Section 401(a) that covers no self-employed person, contains no plan assets for participants which are residents of Puerto Rico, and is authorized to participate in a CIT or CIF and to adopt a CIF Declaration of Trust as amended from time to time, as part of the Plan.
- (s) If the Plan is a governmental plan described in Code Section 457(g) and the assets of the Plan will be invested in a CIF, such assets do not include proceeds from the issuance of municipal securities, which includes by definition, the actual proceeds from the issuance, monies held in funds under legal documents that are reasonably expected to be used as security or a source of payment for the payment on the debt service of municipal securities and any investment income on the amounts described above.
- (t) If the Plan invests in a CIF and also invests in a stable value strategy, the Plan is a defined contribution plan within the meaning of AICPA SOP 94-4, as amended by FASB Staff Position AAG-INV-1.
- (u) If a Plan described in Code Section 401(a) is investing in a CIF, then either the Plan designates IRON as a named fiduciary, or IRON has been properly delegated as a named fiduciary under the Plan.

7. Representations of IRON and CP

IRON and CP represents as follows:

- (a) CP is registered as an investment adviser under the Act, and will maintain its registration.
- (b) IRON has the power and authority to enter into and perform this Agreement, and has the power to manage, acquire, or dispose of Plan assets under ERISA Section 3(38), and will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (c) IRON will disclose to Sponsor any material change to the information regarding services, compensation and conflicts of interest within 60 days from the date on which IRON acquires knowledge of the material change.
- (d) IRON will disclose relevant information related to this Agreement and the compensation or Fees received under the Agreement that is requested by Sponsor in order to assist with Sponsor's applicable reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.
- (e) IRON will receive the compensation shown in Appendix C only, and does not receive any compensation from any third party in connection with the Services hereunder.
- (f) IRON agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

8. Standard of Care; Indemnity; Data Disclosure

8.1 Standard of Care

The sole standard of care imposed on IRON in performing the ERISA Fiduciary Services hereunder is to act with the care, 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 with like aims, provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that IRON may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

8.2 Indemnification

- (a) CP agrees to indemnify and hold Sponsor harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from IRON's intentional misconduct, gross negligence, breach of fiduciary duty with respect to the Services hereunder or representations by IRON contained in Section 7 of this Agreement; provided, CP is not liable for any indirect, special, consequential, punitive or exemplary damages.

- (b) Sponsor agrees to defend, indemnify and hold CP harmless from any and all liabilities and claims, including, but not limited to: damages, court costs, reasonable legal fees and costs of investigation which arise from:
 - (i) directly or indirectly, any investment loss experienced by the Plan or Plan Participants or beneficiaries, provided that such losses or damages are not directly caused by IRON's intentional misconduct, gross negligence or breach of fiduciary duty;
 - (ii) IRON's reliance or any action taken by IRON in reliance upon any instruction(s) and/or information received by IRON from Sponsor;
 - (iii) any breach of Sponsor's representations and warranties set forth in this Agreement;
 - (iv) any cause of action brought by the Sponsor, Plan Participant(s) or beneficiaries and/or the Plan's service providers with respect to the Services hereunder, provided that such losses or damages are not directly caused by IRON's intentional misconduct, gross negligence or breach of fiduciary duty; and
 - (v) any breach of data security or any breach by the Sponsor, its directors, officers, employees, agents and/or service providers with respect to confidentiality and/or data security obligations. Liabilities and claims to which the indemnification in this paragraph applies would include, by way of example but not limitation, investment losses suffered as a result of a general market decline, investment losses arising in situations in which Sponsor fails to follow IRON's recommendation(s) or in which Sponsor or a third party fails to properly implement such recommendation(s), and Plan Participant or beneficiary claims arising out of an alleged claim of breach of fiduciary duty on the part of Sponsor or other Plan fiduciaries.

If IRON is required to provide documents or testimony in connection with a legal proceeding involving the Plan, Sponsor shall pay IRON's reasonable costs, including the costs of its personnel and counsel, unless IRON is a party to such proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

- (c) Sponsor shall promptly notify IRON of any errors in completeness in any of the data, analysis, opinions, or other information it provides to IRON in connection with the rendering of Services hereunder. IRON shall not be responsible for any payment or contribution to the costs, fees, taxes, or penalties that the Sponsor, Plan Participants or beneficiaries, or other Plan fiduciary incur as a result of any valuation or payment.

8.3 Confidentially and Information Security

Each party agrees that all information that a party becomes aware of as a result of this Agreement or another agreement for providing that party's services to a Plan is confidential and proprietary in nature, that each Party is required by law to protect and keep confidential nonpublic personal information obtained from Plans, and that information may not be divulged by a Party to any third parties or used in any manner other than in connection with the provision of Services to the Plan. Confidential information provided by one party to another remains the property of the party providing the information.

Each Party will establish reasonable procedures to (1) protect the security and confidentiality of such information, (2) protect against any anticipated threats or hazards to the security or integrity of Plan information, (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Plans, (4) ensure the proper disposal of Plan information, and (5) otherwise ensure compliance with Title V of the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder.

Other than as set forth in Section 8.2 above, no Party shall be responsible, however, for any conduct of any other Party's employees, which breaches the terms of this paragraph, unless that Party contributes to the breach. In the event of an unauthorized use, disclosure or breach of Plan information, each party shall take all reasonable actions to limit the unauthorized use or disclosure; take all reasonable actions to protect against recurrence of the unauthorized use or disclosure; and notify the other party of that unauthorized use or disclosure promptly.

8.4 Use of Electronic Systems

Sponsor's, the Plans or a participant's use of any electronic systems to access or provide information is at their sole risk. Neither Advisor nor its vendors providing data, information or other services warrant that the service will be uninterrupted, error-free or free from viruses or other harmful effects. Advisor does not make any warranty as to the accuracy of information obtained from any of these systems. Advisor will not be liable in any way to Client, the Plan, a participant or to any other person for any loss or damage arising from failure, inaccuracy, error or delay in transmission or delivery or omission of any data, information or message; or nonperformance, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined below.

8.5 Data Accuracy

IRON will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the Services rendered hereunder are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that IRON cannot guarantee the accuracy of the data or information received by Sponsor or third parties used to provide the Services. The completeness and timeliness of all data and information used to provide the Services is dependent upon the sources of such data and information, which are outside of IRON's control.

9. Conditions Beyond Advisor's Control ("Force Majeure")

IRON will not be liable for any loss caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, pandemic, exchange or market rulings, labor unrest or strikes, or other conditions beyond the control of Advisor.

10. Termination

Sponsor may terminate this Agreement within five business days of the execution of this Agreement without incurring a penalty or charge. Otherwise, this Agreement shall remain in effect from the effective date set forth above until terminated by either party upon written notice to the other. Such notice may be given at any time and will be effective upon receipt by the non-terminating party so long as the notice has been manually signed by the terminating party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 8, 10.8 and 11) shall survive any expiration or termination of this Agreement. Upon termination, IRON will have no further obligation under this Agreement to act or advise Sponsor with respect to Services except as agreed to by the parties at the time of termination. Sponsor may cause the Agreement to terminate if Sponsor does not implement IRON's recommendations.

11. General Provisions

11.1 Assignability

This Agreement is not assignable by either party without the prior written consent of the other party. Despite this, Sponsor will be deemed to accept IRON's assignment of this Agreement if IRON sends Notice to Sponsor of an intended assignment and Sponsor fails to object in writing or terminate this Agreement within 60 calendar days.

11.2 Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

11.3 Amendment

The Agreement may be modified, including without limitation the Services to be provided by IRON or the Fees charged by IRON: by mutual written agreement; or

- (i) by IRON providing Notice to Sponsor and Sponsor failing within 60 calendar days to object in writing or terminate this Agreement, at which time the amendment will be effective. Notwithstanding the above, IRON may update information contained in Appendix A, Section I at any time in any reasonable manner and may rely upon new information provided by Sponsor.

11.4 Severability

If any one or more of the provisions of this Agreement (other than the provisions of Section 7) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

11.5 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if:

- (i) delivered personally;
- (ii) mailed by registered or certified mail, return receipt requested and postage prepaid;
- (iii) sent via a nationally recognized overnight courier service;
- (iv) sent via facsimile; or
- (v) sent by email to:

If to IRON: IRON Fiduciary, an offering by Creative Planning, LLC
630 Dundee Rd. Ste. 200B
Northbrook, IL 60062
Facsimile: (847) 715-3320
ATTN: Chief Investment Officer, Fiduciary Services

If to Sponsor: To the address set out in Appendix A or such other address or facsimile as any party shall have designated by notice in writing to the other party.

All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third business day after being so mailed.

11.6 Headings

All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

11.7 Entire Understanding

This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.

11.8 Applicable Law; Forum

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois, without reference to conflict of law principles, unless preempted by federal law. The parties agree that any arbitration under Section 11 below must be conducted in (or when applicable, legal suit, action or proceeding arising out of or relating to this Agreement must be instituted and resolved in a State or Federal court in) the City of Chicago, Illinois, and hereby irrevocably submit to the jurisdiction and venue in such City (and if applicable, of any such court).

11.9 Waiver or Limitation

Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under ERISA or federal or state securities laws.

12. Dispute Resolution; Arbitration

All disputes, actions or controversies between Sponsor and CP or its affiliates, including any of IRON's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by IRON under this Agreement, or the construction, performance or breach of this or any other agreement between IRON or an affiliate and Sponsor, whether entered into prior to, on or subsequent to the date hereof, shall be resolved by negotiation of the parties acting in good faith.

If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Unless the parties can agree on a single arbitrator, the matter shall be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Sponsor is aware that:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- (c) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (d) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Sponsor understands that this Agreement to arbitrate does not constitute a waiver of its right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

The Plan Sponsor by accepting and acknowledging this Agreement represents that performance of the Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Agreement on behalf of the Plan.

Each party represents to the others that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement.

IRON Fiduciary, an offering by Creative Planning, LLC and the Plan Sponsor hereby agree with the provisions set forth in this Agreement and the verification set forth above.

The Parties have executed this Agreement as of _____, 20____, the Effective Date.
(Date: Month Day) (YY)

APPENDIX A Retirement Plan Client Profile

SECTION I: COMPANY & PLAN INFORMATION

Company Name: <u>Magnolia Educational & Research Foundation</u> Company Address: <u>250 E 1st Street #1500, Los Angeles, CA 90012</u> Company Phone: <u>(213) 628-3634</u> Company Fax: _____ Company Email: _____ Is the Company USA-based? <input type="checkbox"/> Yes <input type="checkbox"/> Other: _____ TIN: <u>95-4649884</u> DBA: _____ Number of Company Locations: _____ State(s) in which there are Company Locations: _____ Current Designated Investment Alternatives: _____ _____ Current Money Market or Cash Equivalent: _____	Plan Type: <u>403(b) Non-ERISA</u> Name of Responsible Plan Fiduciary (the person(s) authorized to enter into arrangements for service on behalf of the Plan): _____ Description of Business: (i.e. manufacturing, consulting, etc.) _____ Does the Plan have a pre-existing relationship with IRON or an affiliate? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please describe: _____ _____ Does the Plan own any IRON affiliated products? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list: _____ Assets as of: _____ Projected Annual Cash Flow: _____
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PLEASE COMPLETE DATA BELOW – PLAN CANNOT BE SET UP WITH OUT THIS DATA

Advisor/Broker Name: _____

Phone No.: _____ Email Address: _____

TPA Name: _____

Phone No.: _____ Email Address: _____

Plan Trustee Name: _____

Phone No.: _____ Email Address: _____

SECTION II (A): COMPREHENSIVE LIST OF INVESTMENT ALTERNATIVES OFFERED IN IRON'S 3(38) SOLUTION

Broad Category	Active and Custom Investment Style	Passive (Low-Cost Index) Investment Style
Target Date Glidepath	Passive – Through Retirement Mutual Fund Series (DEFAULT) Passive To Retirement Mutual Fund Series Active To Retirement Mutual Fund Series Active To Retirement CIT Series Active Through Retirement Mutual Fund Series Active Through Retirement CIT Series Custom To Retirement CIT Series	Passive Through Retirement Mutual Fund Series (DEFAULT) Passive To Retirement Mutual Fund Series
Stocks	Large-Cap Growth Large-Cap Value Mid-Cap (Growth/Blend/Value) Small-Cap (Growth/Blend/Value) Foreign Large-Cap Growth Foreign Large-Cap Value Foreign Small/Mid-Cap (Growth/Blend/Value) Diversified Emerging Markets Large Blend (S&P 500) Index Total Stock Market Index International Stock Market Index	Large-Cap Growth Index Large-Cap Value Index Large-Cap Blend (S&P 500) Index Mid-Cap Index Small-Cap Index Total Stock Market Index International Stock Market Index Diversified Emerging Market Index
Bonds	Ultra-Short-Term Bond Short-Term Government Bond Short-Term Corporate Bond Short-Term Diversified Bond Intermediate-Term Diversified Bond Government-Backed Mortgage Bonds (GNMA) Intermediate-Term Government Bond Inflation-Protected Bond World Bond US Fund Total Bond Market Index US Fund Total International Bond Market Index	Ultra-Short-Term Bond Index Short-Term Bond Index Short-Term Corporate Bond Index Total Bond Market Index Intermediate-Term Government Bond Index Government-Backed Mortgage Bond Index Total International Bond Market Index Inflation-Protected Bond Index
Alternatives	Real Estate Investment Trusts (REITs) High Yield Bonds Convertibles Nontraditional Bond	Real Estate Investment Trusts (REITs) Index High Yield Bond
Cash Preservation	Govt. Money Market Fund (fixed NAV) Stable Value Fund Guaranteed Income Contract	Govt. Money Market Fund (fixed NAV) Stable Value Fund Guaranteed Income Contract
Asset Allocation	Allocation -- 15% to 30% Equity (Conservative) Allocation -- 50% to 70% Equity (Moderate) Allocation -- 85+% Equity (Aggressive)	Allocation -- 15% to 30% Equity (Conservative) Allocation -- 50% to 70% Equity (Moderate) Allocation -- 85+% Equity (Aggressive)
Target Income	Target income with a guaranteed lifetime withdrawal benefit embedded in a target date CIT series (recommended for ages 50+ yr.)	Target income with a guaranteed lifetime withdrawal benefit embedded in a target date CIT series (recommended for ages 50+ yr.)

SECTION II (B): PLAN SPONSOR'S 3(38) FIDUCIARY SERVICE PREFERENCES**1. Investment Menu Selection**

You must complete ALL options below. If an option is missing, that option will use IRON's default listed.

1) Fund Lineup Selection – select either Active Management and a corresponding Target Date Fund Series listed, OR Passive Management and then a corresponding Target Date Fund Series listed.

Active Management (Default): A mix of actively managed and select index mutual funds, and or CITs. If Active Management selected as Core Fund Selection, select Target Date Fund Series from list below – must select one.

Target Date Fund Series	Investment Style
<input type="checkbox"/> Fidelity Freedom Index (Default)	THROUGH Retirement Glidepath with PASSIVE Underlying Mutual Fund Series
<input type="checkbox"/> Flex Focus	TO Retirement Glidepath with CUSTOM Underlying CIT Series*
<input type="checkbox"/> MyGuide American Funds	THROUGH Retirement Glidepath with ACTIVE Underlying CIT Series*
<input type="checkbox"/> American Century Retirement Readiness	TO Retirement Glidepath with ACTIVE Underlying CIT Series*
<input type="checkbox"/> American Funds	THROUGH Retirement Glidepath with ACTIVE Underlying Mutual Fund Series
<input type="checkbox"/> MFS Lifetime	TO Retirement Glidepath with ACTIVE Underlying Mutual Fund Series
<input type="checkbox"/> BlackRock LifePath Index	TO Retirement Glidepath with PASSIVE Underlying Mutual Fund Series
<input type="checkbox"/> Nuveen Lifecycle Index	THROUGH Retirement Glidepath with PASSIVE Underlying Mutual Fund Series

Passive Management: Index-based mutual funds. If Passive Management selected as Core Fund Selection, select Target Date Fund Series from list below – must select one.

Target Date Fund Series	Investment Style
<input type="checkbox"/> Fidelity Freedom Index (Default)	THROUGH Retirement Glidepath with PASSIVE Underlying Mutual Fund Series
<input type="checkbox"/> Flex Focus	TO Retirement Glidepath with CUSTOM Underlying CIT Series*
<input type="checkbox"/> MyGuide American Funds	THROUGH Retirement Glidepath with ACTIVE Underlying CIT Series*
<input type="checkbox"/> BlackRock LifePath Index	TO Retirement Glidepath with PASSIVE Underlying Mutual Fund Series
<input type="checkbox"/> Nuveen Lifecycle Index	THROUGH Retirement Glidepath with PASSIVE Underlying Mutual Fund Series

*Please note that Mutual Funds, CITs and CIFs must be authorized in the Nationwide Trust Company, FSB Program Agreement.

2. Qualified Default Investment Alternative (QDIA) - select only one option for the QDIA

Any participants who fail to direct the investment of their accounts will automatically be invested as follows. The sponsor retains all responsibility to provide notices to participants as required under ERISA Section 404(c), including 404(c)(5).

Default Suspense Fund

QDIA:

Target Date Fund Series (selected in Option 1)

Provide Normal Retirement Age: _____ (must be whole number)

Note: Rounding method used will be the fund nearest the year the participant will reach the Normal Retirement Age.

Moderate Risk (Balanced Asset Allocation Fund)

Managed Account

3. Plan Implementation with 3(38) Fiduciary Services - select only one option

When IRON initially selects Default Investment Alternatives (DIAs) for the plan, participants' investments will be transitioned as follows:

- Plan Re-Enrollment:** The participants in the plan will re-enroll, and participants will complete new investment election forms populated with the New Menu Options.
- Mapping Options** (without Plan Re-Enrollment):
 - Fund to Fund Mapping (Default):** Current investments and future allocations are mapped to IRON Selected Investments. IRON will map the Plan's existing investment alternatives into the New Menu Options described in Appendix F.
 - Mapping to Target Date Fund Series:** Current investments and future allocations are mapped to the previously selected Target Date Fund Series based on the fund nearest when the participant will reach Normal Retirement Age.
 - Mapping to Target Date Fund Series and Nationwide Fixed Contract:** Current investments and future allocations are mapped to the previously selected Target Date Fund Series based on the fund nearest when the participant will reach Normal Retirement Age. Any Stable Value/Fixed/Short-duration bond investment vehicles will be mapped to Nationwide Fixed contract.
- Managed Account Service (MAS):**
 - Full MAS Mapping:** Current investments and future allocations are mapped to the designated MAS Provider for the Plan. Important: Only select this option if you are directing to map ALL participants and funds to the new MAS Provider.

Note: An initial default option will be utilized until the professional money manager begins to manage the participant account(s) in the Plan.
 - Partial MAS Mapping:** After Fund to Fund Mapping is complete, a portion of participants, as specified by the Plan Sponsor, will be mapped to the designated MAS Provider for the plan.

Note: Plan Sponsor directs that Plan Participants be enrolled into the new MAS following the transfer to Nationwide. Plan Sponsor agrees to provide Nationwide with a list of Plan Participants to be enrolled into MAS prior to the transition to Nationwide. If no such list is provided, Plan Participants will not be enrolled in MAS and will remain in these initial funds unless further action is taken by the Plan Participant.

4. In-Plan Income Guarantee Option:

- None (Default)
- Guaranteed Lifetime Withdrawal Benefit* - Income America 5forLife Target Date CITs offered by the Recordkeeper and approved by IRON.

*Please Note: If a Plan resides in NY, OR, PR or UT, the Income America 5forLife Target Income Funds are not available to your Plan.

5. Cash Preservation Vehicle

- Government Money Market Mutual Fund (Default)
- Guaranteed Income Contract (GIC) or Equivalent option offered by the recordkeeper and approved by IRON. The sponsor agrees to complete the associated application and contract.

6. IRON Target Risk Model Portfolios

- No Models (Default)
- IRON will set up five different target risk models using 3(38) selected investment alternatives.

Note: Additional paperwork is required, and additional fees may apply.

7. Optional Quarterly Participant Educational Newsletter

- Not provided by IRON (Default)
- Provided by IRON

8. 3(38) Fee Assessment Method

- Deduct from plan assets, quarterly in arrears (Default)
- Bill to Plan Sponsors, quarterly in arrears

Please Note: If the selection(s) made above conflict with similar selections in the Nationwide Trust Company, FSB Program Agreement, the selection(s) made in this agreement will be used while this agreement and any accompanying amendments or endorsement are in effect.

APPENDIX B

Schedule of Services

Section I. ERISA Fiduciary Services

Sponsor seeks to engage IRON as an ERISA fiduciary to assist in the following activities:

1. Development of an Investment Policy Statement (“IPS”):

IRON will assist Sponsor (or an authorized delegate thereof) in developing an IPS that will be based upon the Sponsor's selections in Section II of Appendix A. The number and nature of Asset Categories and Designated Investment Alternatives (“DIAs”) will be based upon Sponsor's Asset Category Preferences, and each will seek to contain a menu of investments that are sufficient to provide participants the ability to create well-diversified portfolios through a mix of equity and fixed income exposures. The IPS will be deemed to have been approved by Sponsor upon Notice to Sponsor, unless Sponsor objects by Notice to IRON within 30 days.

2. Initial Selection and On-going Monitoring of the Plan's Designated Investment Alternatives:

IRON will review the investment options available to the Plan and will utilize qualitative and quantitative analysis to provide Sponsor with recommendations regarding the Plan's DIAs that meet the criteria set forth in the IPS. Sponsor hereby acknowledges that IRON has access to, and is authorized to use, all investment options available under the Plan's menu of investments based on the Nationwide product(s) and program selected by the Plan Sponsor. Options may include mutual funds and collective investment trusts (CIT), if applicable.

Once IRON's initial recommendations have been implemented, IRON will monitor the DIAs and will instruct the Record-keeper directly to remove and replace investments that no longer meet the IPS criteria. Generally, IRON will communicate any changes to Sponsor reasonably in advance of the proposed change. However, there may be circumstances, such as the introduction of a new share class, in which IRON's fiduciary responsibility to monitor ongoing investments will require a change in DIA to be implemented as soon as practicable. In such circumstances, communication of such change to the Sponsor will be made as soon as reasonably practicable thereafter, but in no event later than the Quarterly Fiduciary Report. Sponsor understands that declining any of IRON's recommendations may cause the Services under this Agreement to terminate pursuant to Section 9 above.

IRON will not be responsible for the selection or monitoring (including but not limited to making any recommendations to retain or remove) any investments made under the Plan that are not actually selected by IRON in its discretion as the Plan's Investment Manager for the asset categories set forth in Section II to Appendix A. IRON will also not be responsible for the Sponsor's election of a Qualified Default Investment Alternative under Section II (B). In no event shall IRON be responsible for the selection or monitoring of employer stock, investments made through mutual fund windows or brokerage windows under the Plan, or any other investment alternatives offered to Plan Participants that have been selected by Sponsor or any other provider. For the avoidance of doubt, IRON shall also not have responsibility for any investment described in the preceding sentence that is part of a product on a Nationwide platform. IRON will not have any fiduciary oversight or any related responsibility with respect to forfeiture accounts, suspense accounts or any other accounts under the Plan with unallocated monies. Sponsor acknowledges and agrees that IRON shall not be responsible for selecting, changing or otherwise advising on the share class for any investment alternative selected for the Plan.

3. Creation and Maintenance of Model Asset Allocation Portfolios (“Model Portfolios”):

When Nationwide technology allows, IRON may allocate among the Plan's approved DIAs to create a suitable range of risk-based Model Portfolios to be offered to Plan Participants through the Recordkeeper's platform, if available, and as Sponsor designates in Appendix A, Section II(B).

The Model Portfolios will be constructed so as to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures offered through investment alternatives available through the Plan. IRON will diversify, reallocate and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. IRON may make changes to the underlying investments and/or the asset allocation percentages of the Model Portfolios and will communicate such instructions directly to the Record-keeper. IRON will communicate any changes to Sponsor reasonably in advance of the proposed change. Sponsor understands that declining any of IRON's recommendations may cause the Services under this Agreement to terminate pursuant to Section 9 above.

4. Mapping to New Menu Options:

If selected in Section II (B) 7 of the Agreement, IRON will map the Plan's existing investment alternatives into the New Menu Options as described in Appendix F. If the Plan has an existing QDIA, IRON will map those participant investments to IRON selected Target Date Fund series pursuant to ERISA Section 404(c)(5).

5. **On-going Monitoring of Managed Account Service**

If directed by the Sponsor under Section II (B) 8 of the Agreement, IRON will provide on-going monitoring of the Managed Account Service selected by the Sponsor to determine that it remains prudent for the Sponsor to continue to offer Managed Account Service to its participants. IRON will conduct on-going fiduciary due diligence on the Managed Account Service Provider and any applicable portfolio advisor or subadvisor and, when appropriate, recommend to the Managed Account Service Provider to replace any applicable portfolio advisor or subadvisor. If any such portfolio advisor or subadvisor is not appropriately replaced and IRON believes, based on its on-going fiduciary due diligence, that it is no longer prudent for the Sponsor to continue to offer the Managed Account Service, IRON will recommend termination of the Managed Account Service in its entirety. In no event will IRON have the authority or related responsibility to recommend an alternative Managed Account Service to the Sponsor, and IRON will not have any discretionary authority over the termination of the Managed Account Service. IRON has no authority and assumes no authority for the investments selected by the portfolio advisor or subadvisor of the Managed Account Service provider; IRON's duties are limited to the due diligence and monitoring services described in this paragraph.

6. **Qualified Default Investment Alternative (“QDIA”) Management:**

Sponsor shall elect as the Plan's QDIA either Target Date Funds under the Target Date Series, the Moderate Allocation Fund, or IRON pre-approved Managed Account as the Plan's QDIA. Any participants who fail to direct the investment of their accounts will automatically be invested in the QDIA elected by the Sponsor or, if the Sponsor fails to make an affirmative election hereunder, in the Target Date Funds, which Sponsor directs will be deemed to be its election. Sponsor retains the responsibility to provide all notices to participants as required under ERISA Section 404(c), including 404(c)(5).

7. **Appointment of Investment Manager**

If Sponsor has selected to participate in a CIF(s), then IRON will select the CIF(s) and monitor the performance of the CIF(s). Sponsor must authorize the use of CIFs within the Nationwide Program Agreement or amendment to the Program Agreement.

Section II: ERISA Non-Fiduciary Services

Sponsor understands that IRON may provide the following ministerial or administrative services that are not considered to be fiduciary under ERISA:

Preparation and Delivery of Reports:

- Portfolio holdings
- Quarterly investment summary
- Quarterly investment actions
- Supplementary investment-related educational information

APPENDIX C

Sponsor authorizes that IRON shall be paid Fees for providing the Services, as follows:

Amount:

Annual Asset-Based Fee, as a percentage of Plan assets, expressed as **5** basis points (“bps”), (100 bps = 1% of assets).

Payment Method:

Fee deducted from Plan assets, Quarterly in arrears (DEFAULT)

APPENDIX D

Nationwide Investment Fiduciary Facilitation Agreement (“Facilitation Agreement”)

This Facilitation Agreement is entered into between the Employer/Plan Sponsor (the “Sponsor”) as identified in the separate Investment Management Agreement (the “IMA”) between the Sponsor and IRON Fiduciary, an offering by Creative Planning, LLC, a Plan Investment Advisory Firm (“IRON”), (the “Investment Management Agreement”) and Nationwide Life Insurance Company and/or Nationwide Trust Company, FSB (collectively, “Nationwide”) to establish an arrangement for Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) section 3(38) investment fiduciary services (“Investment Fiduciary”) and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the managed account service (the “Managed Account Service”) selected by the Sponsor for its Plan participants. This Facilitation Agreement shall be effective upon execution by the Sponsor, IRON and Nationwide.

Sponsor Representations

Sponsor acknowledges that it is solely responsible for selecting IRON as Investment Fiduciary and if directed by the Sponsor in the IMA, a fiduciary for the on-going monitoring of the Plan’s Managed Account Service. Nationwide shall be under no obligation to confirm or verify that IRON is properly registered with the Securities and Exchange Commission or with state(s) securities authorities, as applicable. Sponsor represents that as a Plan fiduciary independent of IRON and any other Plan fiduciary:

- (i) it approves of IRON’s investment strategies;
- (ii) the provision of investment management services and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the Managed Account Service, to the Plan by IRON and the payment arrangement set forth herein are consistent with the terms of the Plan document and related materials (“Plan Document”) and with ERISA and other applicable law; and
- (iii) this service is separate and apart from the actual sale of any Nationwide products which may be used to provide the Plan’s underlying investments, including core Plan administration and trust services. Sponsor acknowledges that it is solely responsible for monitoring the services of IRON, including their ongoing compliance with all applicable provisions of ERISA and/or other applicable law. Sponsor acknowledges that, to the extent applicable, it has received full disclosure of the payment structure with respect to Plan assets that are invested in Affiliated Funds (as later defined herein). Sponsor acknowledges that it is solely responsible for providing and maintaining accurate contact information with Nationwide and IRON to ensure timely communications related to the Plan’s investments and, if applicable, Managed Account Service.

IRON Representations

IRON represents that it is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 or with applicable state(s) securities authorities, and is qualified to serve as an investment manager as defined in Section 3(38). IRON agrees to notify the Sponsor and Nationwide in writing within ten (10) business days after IRON ceases to be registered as an investment adviser and/or investment manager. IRON represents that it is a “fiduciary” as that term is defined by ERISA with respect to investment management services described herein and also represents that it has received, read and will comply with all applicable provisions of ERISA and/or other applicable law including fee and compensation disclosure.

IRON represents that it will not employ investment strategies which involve the investment of Plan assets in mutual funds that are affiliated with IRON Fiduciary, an offering by Creative Planning, LLC (“Affiliated Funds”) or strategies which would cause IRON to act as a fiduciary with respect to the oversight of an affiliated managed account service program or provider (“Affiliated Program”).

Nationwide Representations

Nationwide represents that, using reasonable care consistent with industry standards, it will carry out instructions provided by Sponsor and/or IRON in support of the arrangement set forth herein. Nationwide takes no position as to either the advisability or the necessity of such service. Nor does Nationwide necessarily endorse the use of an investment fiduciary in general. It is the responsibility of the Plan's named fiduciary to select this service in accordance with the Plan Document.

Investment Authority

By executing this Facilitation Agreement, the Sponsor prospectively delegates investment authority to IRON regarding the selection of Funding Vehicle(s) on the Fund Selection Schedule and/or Collective Investment Fund Selection Schedule in the Program Agreement and any subsequent investment direction received by Nationwide in the Required Format (collectively the "Investment Selections"). Sponsor directs Nationwide to disregard any direction previously received from the Sponsor regarding Investment Selections. For Plans electing to offer the Automatic Enrollment QDIA using Managed Account Services, investment authority for the QDIA will remain with the Sponsor. For Plans in existence at Nationwide prior to execution of this Facilitation Agreement, any assets held in a stable value CIT or stable value CIF, if applicable, remain under the investment authority of the Sponsor.

Transaction Processing

Sponsor authorizes that Nationwide shall take direction from IRON with regard to processing investment changes for the Plan. IRON shall provide direction to Nationwide via paper, fax or email instruction.

Sponsor acknowledges that in the event Nationwide receives investment direction from Sponsor that does not correspond to the investment direction received by IRON as the investment fiduciary, Nationwide shall process the Sponsor's investment direction as instructed. Sponsor further acknowledges that such direction may reduce or eliminate the investment fiduciary protection which exists under the Facilitation Agreement.

Fee Payment

Sponsor authorizes that IRON shall be compensated as follows for providing investment fiduciary services and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the Plan's Managed Account Service, to the Plan. If the Sponsor elects to deduct the fee, IRON's fee will be forwarded by Nationwide to IRON. If the Sponsor elects to have the fee billed, the Sponsor will send payment to IRON. This fee represents payment for investment fiduciary services for the relevant service period, which is the preceding calendar quarter ("Service Period"). All fees will be assessed, calculated and deducted or billed no less frequently than quarterly based on total assets held by the Plan, regardless of whether such assets are managed by IRON or selected by Plan Sponsor.

0.05% of Plan assets annually

IRON Asset Allocation Model Portfolios are available for an additional fee.

Sponsor authorizes that Nationwide shall be compensated as follows for facilitating the investment fiduciary services and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the Plan's Managed Account Service, for the Plan. Facilitation includes processing transactions as instructed by IRON, sharing relevant product, service and Plan data with IRON electronically in regular intervals and the dispensation of fee payment to IRON or delivery of billing statements to Sponsor no less frequently than quarterly. Nationwide's fee represents payment for facilitating investment fiduciary services and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the Plan's Managed Account Service for the relevant Service Period. Nationwide's fee shall be assessed using the same method Sponsor elects for the IRON fee. When the Nationwide fee is billed, Sponsor will send payment to Nationwide. All fees will be assessed, calculated and deducted or billed no less frequently than quarterly based on Plan assets.

0.01% of Plan assets annually

Calculation and Payment of the Fees

The Fee amounts will be calculated based on the total market value of participant assets at the end of the relevant Service Period, a day on which the Recordkeeper and the New York Stock Exchange are both open for business ("Business Day"). Fees will then be deducted and paid in accordance with current administrative procedures.

Sponsor acknowledges the fiduciary responsibility to disclose the deduction of fees to participants thirty (30) days prior to the deduction and understands the deduction of final fee amounts owed will not be delayed for the Sponsor's failure to disclose the fee to participants timely.

IRON acknowledges that it may only be compensated for services to the Plan under the terms of this Facilitation Agreement, and that IRON and/or its associated persons will not also be compensated for such non-advisory services under Nationwide's General Agent Compensation Agreement, Companion Agreement, or other similar selling agreement. IRON acknowledges that it is solely responsible for ensuring no such compensation for non-advisory services is received.

Fee Assessment Method

Sponsor selects the method for assessing the IRON and Nationwide fees. If no selection is made, fees will be deducted from plan assets on a quarterly basis.

If Quarterly Billing is selected, the Sponsor shall send payment to both Nationwide and IRON within sixty (60) days of the date on which the written bill is dated. If the Nationwide Fee and the IRON Fee are not paid in full by the requested payment date, any unpaid fee will be immediately deducted from Plan assets and the fee assessment method for both fees may be changed from billing to a quarterly deduction method. Upon the fee payment changing to a quarterly deduction, the Sponsor authorizes that IRON and Nationwide shall continue to be compensated according to the percentages outlined above.

Indemnification

IRON and Sponsor acknowledge that Nationwide:

- (i) is acting solely as a ministerial facilitator for making available plan information for the purposes of investment fiduciary services and, if directed by the Sponsor in the IMA, fiduciary services related to the on-going monitoring of the Managed Account Service, with respect to the Plan and this Facilitation Agreement;
- (ii) may conclusively rely on any instructions it may receive to effectuate payment to IRON under this Facilitation Agreement; and
- (iii) shall have no duty to monitor or otherwise review the instructions received or the services provided to the Plan by IRON. IRON and Sponsor agree to indemnify, defend, and hold Nationwide and its directors, officers, agents, affiliates, and employees (collectively, the "Nationwide Indemnities") harmless from and against any and all losses, claims, demands, liabilities, damages, suits or other legal actions, judgments and decrees, attorneys' fees, costs and expenses of any kind or nature whatsoever ("Losses") that the Nationwide Indemnities may directly or indirectly suffer or incur arising out of the performance of Nationwide's duties under this Facilitation Agreement, except to the extent such Losses result from Nationwide's willful misfeasance, bad faith, negligence or reckless disregard of its duties or obligations hereunder.

Each party acknowledges and agrees that the terms set forth herein are consistent with and not contradictory to any other agreements or understandings between the parties and that in the event any such terms herein are inconsistent or contradictory therewith, the terms of this Facilitation Agreement shall control.

Confidentiality of Information and Authorization to Share

Sponsor authorizes Nationwide to provide IRON with access to Plan information that Nationwide holds, including, but not limited to, fund balances, transaction histories, and Funding Vehicle allocations ("Plan Related Information"). Sponsor acknowledges that Nationwide shall have no liability or responsibility for IRON's use or disclosure of Plan Related Information.

Information provided by Nationwide to IRON pursuant to this Facilitation Agreement shall be kept strictly confidential ("Confidential Information"). IRON agrees to protect and maintain the Confidential Information with reasonable care, which shall not be less than the degree of care it uses to protect its own confidential information. Furthermore, IRON agrees not to use or disclose Confidential Information other than on a "need to know basis" and then only as:

- (i) necessary to carry out the purpose for which the Confidential Information was disclosed;
- (ii) expressly authorized by Sponsor (a copy of such authorization must be provided to Nationwide prior to the release of Confidential Information); or
- (iii) required by law.

In the event that IRON uses a third-party service provider to provide services under this Facilitation Agreement, they agree that any such third-party service providers shall have, by appropriate written agreement, agreed to safeguard Confidential Information and to limit its use to performance of services authorized by the Sponsor.

Upon discovery of unauthorized access to or disclosure of Confidential Information, IRON shall promptly notify, furnish full details to, and cooperate with Nationwide to limit and correct the unauthorized disclosure and shall pay all direct damages associated with notification and correction deemed necessary by Nationwide. These direct damages include all reasonable costs associated with notifying affected individuals (e.g., printing, mailing, service center response, and credit monitoring services).

Upon Nationwide's written request or following termination of this Facilitation Agreement, IRON agrees to:

- (i) promptly return to Nationwide any Confidential Information in its possession or control, or
- (ii) purge, delete, destroy, to the extent reasonably practicable, any Confidential Information that cannot feasibly be returned to Nationwide (certifying such actions in writing), and
- (iii) safeguard all other Confidential Information that cannot be returned, purged, deleted or destroyed.

IRON acknowledges that Confidential Information may contain non-public personally identifiable information as defined in the Gramm-Leach-Bliley Act and the rules and regulations promulgated thereunder ("Personal Information"). IRON agrees to establish and maintain procedures reasonably designed to assure the security and privacy of Personal Information. Furthermore, IRON agrees to comply with all laws, rules, regulations and ordinances relating to privacy, confidentiality, data security and the handling of Personal Information that may from time to time be established.

Each of the parties warrants to the other that it shall not disclose to any third party proprietary information that it may acquire in the performance of this Facilitation Agreement; nor shall it use such proprietary information for any purposes other than to fulfill its contractual obligations under this Facilitation Agreement or as required by law.

This subsection shall survive and continue in full force and effect notwithstanding the expiration or termination of this Facilitation Agreement.

Termination, Resignation or Replacement

Either the Sponsor or IRON may terminate this Facilitation Agreement at any time by terminating the Investment Management Agreement. Once the Investment Management Agreement is terminated, IRON will provide Nationwide with written notice as soon as administratively possible and no later than ten (10) Business Days. Once Nationwide receives the termination notification, the Facilitation Agreement will be terminated. Nationwide may terminate this Facilitation Agreement at any time by providing at least ten (10) Business Days written notice to the Sponsor and IRON. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations shall survive any expiration or termination of this Facilitation Agreement. The Facilitation Agreement will be terminated at such time as the account is transferred in full or the day prior to commencement of withdrawal transactions for purposes of terminating the Plan.

Upon termination of this Facilitation Agreement, Nationwide shall be under no obligation to carry out payment instructions on behalf of the Sponsor, IRON, or any successor advisory firm chosen by the Sponsor unless such parties enter into a new Facilitation Agreement with Nationwide. Further, Sponsor acknowledges that Nationwide cannot and is not under any legal obligation to facilitate refunding any appropriately paid payment to IRON under the terms of this Facilitation Agreement.

Notice

All notices to be given pursuant to this Facilitation Agreement shall be given in writing and delivered by personal delivery or by postage prepaid, registered or certified United States first class mail, return receipt requested, overnight mail, or by facsimile, or similar means of same day delivery (with a confirming copy by mail as provided herein). All notices shall be given or sent to the addresses shown herein or as Nationwide has on file for each party.

Execution Copies

Sponsor hereby authorizes Nationwide to send executed copies of this Facilitation Agreement to Sponsor, IRON, and the Plan's authorized representative.

Authority

The Sponsor by accepting and acknowledging this Facilitation Agreement represents that performance of the Facilitation Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Facilitation Agreement on behalf of the Plan.

Each party represents to the others that the person executing this Facilitation Agreement on its behalf is duly authorized and empowered to execute this Facilitation Agreement.

We hereby agree with the provisions set forth in this Facilitation Agreement and the verification set forth above.

APPENDIX E

Due Dilligence and Guaranteed Retirement Income Contracts

As part of our services to you, we may select a “guaranteed retirement income contract” for your individual account plan. This is an annuity contract which provides annual or more frequent payments that are guaranteed for a fixed amount of time or at least the remainder of the life of the plan participant or the joint lives of the participant and the participant’s designated beneficiary.

When selecting an annuity product for your plan, we act as a fiduciary. When evaluating the products available to your plan, the financial ability of the insurance company to pay the annuity benefits when due is a key concern. We consider the cost of the product, including fees and commissions (if any), in relation to the benefits and product features, as well as the administrative services provided under the contract. We have no obligation to select the lowest cost product

Before we select any product on your behalf, we will obtain written representations from the insurer that it:

- is licensed to offer guaranteed retirement income contracts;
- at the time we select it and for each of the prior seven years it:
 - operates under a valid certificate of authority from its state insurance commissioner;
 - has filed audited financial statements in accordance with the laws of its state under applicable statutory accounting principles;
 - has reserves which satisfy all the statutory requirements of all states where the insurer does business; and
 - is not operating under an order of supervision, rehabilitation, or liquidation (an “adverse order”);
- undergoes, at least every five years, a financial examination as required by the insurance commissioner of its home state; and
- will notify us of any change in circumstances which occur after making these representations which would preclude it from making the representations at the time the contract is issued.

By following these protocols, we intend to satisfy the requirements of the safe harbor provided by ERISA Section 404(e). This safe harbor will relieve us of fiduciary liability for any losses that may result to the participant or beneficiary due to an insurer’s inability to satisfy its financial obligations under the terms of the guaranteed retirement income contract.

APPENDIX F

Mapping Procedures

General

In its discretion as the Plan’s Investment Manager, IRON has instituted the mapping grid detailed below for the conversion of existing Plan assets into IRON’s 3(38) Investment Fiduciary model.

IRON will utilize Morningstar’s established “Asset Categories” as the basis to identify and convert existing Plan assets to a respective IRON recommended investment in the same Asset Category.

The eligible Asset Categories for a given Plan are governed by the ERISA Fiduciary 3(38) Investment Management Agreement encompassing multiple groups of asset categories set forth in Section II of Appendix A above, each of which has a set of Morningstar’s established Asset Categories.

Any current investment that does not have a direct category-to-category correlation will be mapped to a moderate risk (balanced) asset allocation fund. Similarly, if a Plan has designated an existing QDIA, funds held in the Plan’s existing QDIA will be mapped to the new QDIA designated by Sponsor. Sponsor acknowledges that performance may vary among investments, and that an investment that is mapped may not perform as well as the current investment. IRON will not have any fiduciary oversight or any related responsibility with respect to the mapping of forfeiture accounts, suspense accounts or any other accounts under the Plan with unallocated monies.

The following investment options will not be mapped by IRON:

- Self-directed Brokerage Assets

By executing this Agreement, the Sponsor prospectively delegates investment authority to IRON regarding the selection of Funding Vehicle(s) on the Fund Selection Schedule and/or Collective Investment Fund Selection Schedule in the Program Agreement and any subsequent investment direction received by Nationwide in the Required Format (collectively the “Investment Selections”). Sponsor directs Nationwide to disregard any direction previously received from the Sponsor regarding Investment Selections. For Plans electing to offer the Automatic Enrollment QDIA using Managed Account Services, investment authority for the QDIA will remain with the Sponsor.

For Plan Sponsors Utilizing the Fixed Select Contract

If Sponsor selects the Nationwide® Fixed Select Contract (“FSC”) Sponsor hereby agrees to the following additional terms and conditions. The FSC contains provisions that restrict certain “competing investments” that the Plan may offer. If the adopting Plan Sponsor elects to use the FSC, the mapping process described in this Appendix F will not be implemented for the classes below.

The following asset classes are considered “competing” and may not be offered when the FSC is selected:

1. Ultra Short Term Bond
2. Short Term Bond
3. Money Market

To facilitate these restrictions, the mapping protocol detailed in this Appendix F will be adjusted as follows:

- Any asset class set forth above will be mapped according to the FSC. It will not be mapped according to the mapping protocol detailed in Appendix F of the 3(38) contract.

These restrictions along with other important information are outlined in the Nationwide Fixed Select Contract. Please refer to this contract for further information.

Summary Table and Sample Report

Table 1 below summarizes the fund mapping process. A sample report with the fund mapping process is also shown below for illustration purposes.

Table 1 - ABC Retirement Plan (Product Platform - Plan Asset Category Tier)

Existing Plan Holdings	Action	IRON Recommended Funds
Non-Index Funds with correlating Morningstar Asset Category (Core Funds)	Mapped	Respective Non-Index Funds within eligible Morningstar Asset Categories for each of the funds (Core Funds)
Index Funds that are currently listed in the Product-specific IRON Recommended Index Funds List (Core Funds)	NOT Mapped By IRON	Status Quo
Index Funds that are NOT currently in the Product-specific IRON Recommended Index Funds List (Core Funds)	Mapped	Relevant Index Fund within the Index Fund Choices being offered in the Product Platform using Index Asset Category
Funds with no correlating Morningstar Asset Category	Mapped	Moderate risk (balanced) asset allocation fund
Self-directed Brokerage	NOT Mapped By IRON	Status Quo
<ul style="list-style-type: none"> • Fixed Group Annuity contracts • Stable Value Funds 	Mapped	Mapped to IRON selected annuity contract or stable value fund
QDIA but NOT a designated Suspense Account Fund (treated as QDIA elective)	Mapped	QDIA
Designated Suspense Account fund and designated as QDIA (treated as Suspense)	NOT Mapped By IRON	Mapped to Money Market Fund or other fund approved by Sponsor
Unallocated Accounts (treated as Suspense)	NOT Mapped By IRON	Mapped to Money Market Fund or other fund approved by Sponsor

All funds that are accessed via the “Fund Window” whether Participant directed or selected from a “Managed Accounts” Manager will be mapped as follows:

1. If a fund selected from the Fund Window in the current Plan **is** being offered on the new Investment Platform, then IRON will keep the fund and investments intact (no fund exchanges will be made, except in the situation in which a less expensive share class is offered in which case IRON will map the fund to the less expensive share class).
2. If a fund with the identical share class selected from the Fund Window in the current Plan **is NOT** being offered on the new Investment Platform, then IRON will map that fund to the lowest cost share class available for that fund on the platform. You, as the Plan Participant may choose to access your account and re-invest in a comparable fund via the Fund Window.

3. If a fund selected from the Fund Window in the current Plan **is NOT** being offered on the new Investment Platform, and the Plan has a QDIA, then IRON will map that fund to the QDIA fund. A Plan Participant may choose to access his or her account and re-invest in another fund via the Fund Window.
4. If a fund selected from the Fund Window **is NOT** offered on the new Investment Platform, and the Plan has not elected a QDIA fund, then the affected fund will be mapped to a money market fund. A Plan Participant may choose to access his or her account and re-invest in another fund from the Plan Investment Alternatives in the current Investment Platform via the Fund Window.

SAMPLE PLAN
Case Number: XXX-XXXXX

Asset Category Comprehensive

As Of Date: XX-XX-XXXX

Mapping Report for CORE Funds with IRON Recommended Funds								
Current Plan Holdings					Action	IRON Recommended Funds		
Fund Name	Fund Ticker	Fund Code	Plan Holding Characteristics	Morningstar Category Name		Fund Name	Fund Ticker	Fund Code
Ameriom Beacon Small Cp Val Inst	AVFIX	IAVA	Core	US Fund Small Value	Mapped	Vanguard Small Cap Index Adm	VSMAX	CSXA
American Century Global Gold I	AGGNX	ANXA	Core	US Fund Equity Precious Metals	Exchanged into the IRON Default	Vanguard Balanced Index Adm	VBIAX	CSNA
American Funds American High-Inc R6	RITGX	RITA	Core	US Fund High Yield Bond	Mapped	Federated Instl High Yield Bond Instl	FIHBX	FIMA
American Funds Fundamental Invs R6	RFNGX	RFNA	Core	US Fund Large Blend	Mapped	American Funds American Mutual R6	RMFGX	RMFA
Federated Government Obligs Premier	GOFXX	DJRA	Core	US Fund Money Market – Taxable	Mapped	Federated Government Obligs Premier	GOFXX	DJRA
Fidelity Advisor Real Estate I	FHEIX	FHEA	Core	US Fund Real Estate	Mapped	Cohen & Steers Real Estate Securities I	DSOIX	DICA
Goldman Sachs Mid Cap Value Instl	GSMCX	GSMA	Core	US Fund Mid-Cap Value	Mapped	Victory Sycamore Established Value I	VEVIX	SNKA
Ivy Asset Strategy Y	WASYX	WSFA	Core	US Fund World Allocation	Exchanged into the IRON Default	Vanguard Balanced Index Adm	VBIAX	CSNA
Ivy Science And Technology Y	WSTVX	WSTA	Core	US Fund Technology	Exchanged into the IRON Default	Vanguard Balanced Index Adm	VBIAX	CSNA
Janus Henderson Oversees I	JIGFX	VJIA	Core	US Fund Foreign Large Blend	Mapped	Artisan International Value Instl	APHKX	DRMA
Loomis Sayles Bond Instl	LSBDX	LSBA	Core	US Fund Multisector Bond	Mapped	Federated Instl High Yield Bond Instl	FIHBX	FIHA
MFS Massachusetts Inv Gr Stk R4	MIGKX	MGKA	Core	US Fund Large Growth	Mapped	ClearBridge Large Cap Growth I	SBLIX	BJOA
MFS Utilities R4	MMUIX	MMUA	Core	US Fund Utilities	Exchanged into the IRON Default	Vanguard Balanced Index Adm	VBIAX	CSNA
Nationwide Inv Dest Agrsv R6	GAIDX	GIAA	Core	US Fund Allocation – 70% to 85% Equity	Mapped	T. Rowe Price Personal Strat Gr	TRSGX	CUNA
Nationwide Inv Dest Consvr R6	GIMCX	GICA	Core	US Fund Allocation – 15% to 30% Equity	Mapped	Vanguard Wellesley Income Admiral™	VWIAX	CKAA

August 25, 2023

Form ADV Part 2A Disclosure Brochure



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Overland Park, KS 66211

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This brochure provides information about the qualifications and investment advisory business practices of Creative Planning, LLC. If you have any questions about the contents of this brochure, please contact us at (913) 338-2727 or cpi@creativeplanning.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Creative Planning, LLC is also available on the SEC's website at <https://adviserinfo.sec.gov/>. You can view our information on this website by searching for "Creative Planning" or by using the Firm's CRD number, which is 105348.

References to Creative Planning, LLC as a "registered investment advisor" or any reference to being "registered" does not imply a certain level of skill or training.

Material Changes

This item only intends to discuss material changes to our Disclosure Brochure since our 2023 Annual Amendment filing dated March 31, 2023. We made material changes to our Disclosure Brochure since the 2022 Annual Filing.

Item 10 – Other Financial Industry Activities and Affiliations

- The Firm is the investment manager to CAIS Private Equity Core I LP, which has since closed and is not accepting new subscribers. The Firm does not receive any additional compensation for investment management services to the fund.

We will ensure that you receive a summary of material changes to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31, so you will receive the summary of material changes, if any, no later than April 30 each year. We will also offer a copy of the most current Disclosure Brochure at that time. We may also provide other ongoing disclosure information about material changes as necessary.

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Item 4 – Advisory Business

Creative Planning, LLC (referred to throughout as we, us, our, or the Firm) is owned and controlled by Peter Mallouk through the following ownership structure: CPI HoldCo B, LLC; CPI HoldCo A, LLC; CPI HoldCo, LLC; CPI HoldCo, Inc, Peter Mallouk Trust, and the MJG Irrevocable Trust.

Creative Planning has been registered as an investment advisor with the United States Securities and Exchange Commission (“SEC”) since March 18, 1983.

The Firm’s Executive Officers are:

- Peter Mallouk, President
- Molly Rothove, Vice President
- David Kaye, Chief Financial Officer
- James Williams, Chief Investment Officer
- Jonathan Knapp, Chief Operations Officer
- Ken Pyle, Chief Risk Officer
- Lee Richardson Jr., Chief Compliance Officer
- Chat Scruggs, Chief Technology Officer

Portfolio Management Services – We provide advisory services in the form of Portfolio Management Services. Portfolio Management Services provide clients with continuous and ongoing supervision over their accounts. This means that Creative Planning will continuously manage a client’s account and place trades in client accounts when necessary.

We provide investment advice on a large variety of investment types. When providing Portfolio Management Services, the Firm will typically consider bonds, equities, ETFs, mutual funds, and alternative investments to build diversified portfolios to meet each respective client’s financial goals and objectives; however, we are not limited to those investments. It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings as deemed appropriate based on the client’s risk tolerance and short- and long-term goals. We may modify our investment strategy to accommodate special situations, including but not limited to low-basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations. (Please refer to Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss for more information.)

Our services are provided based on the specific needs of each client. For example, the client can impose restrictions on the accounts we manage, including specific investment sectors and selections. We work with each client on a one-on-one basis through interviews and questionnaires, as applicable, to determine the client’s investment objectives and suitability information. We will not necessarily verify any information received from the client or the client’s other professionals, and we are authorized to rely on the information provided. It is each client’s responsibility to promptly notify us if there is ever any change in their financial or personal situation or investment objectives for the purpose of reviewing our previous recommendations. Clients should be aware that there will be periods of time when the Firm determines that changes to a client’s portfolio are neither necessary nor prudent, but clients will still be subject to the fees described in their client agreement. Creative Planning does not participate in a wrap fee program.

Retirement Plan Services – We offer several advisory services for corporate and public retirement plans, separately or in combination. The primary clients for these services are pension, profit sharing, and participant-directed, individual account plans (i.e., 401(k), 403(b), etc.).

Specifically, we offer (1) Discretionary Investment Management Services, (2) Non-Discretionary Investment Advisory Services, (3) Retirement Plan Fiduciary Services and/or (4) Advisor Managed Account, FinanceGPS and FinancialGuide to employer-sponsored retirement plans and their participants in either an ERISA 3(38) fiduciary or ERISA 3(21) co-fiduciary capacity. Depending on the type of the plan and the specific arrangement with the plan sponsor, we may provide one or more of these

services. Before being engaged by the plan sponsor, we will provide a copy of this Form ADV Part 2A, our Privacy Policy, and the applicable Agreement containing the information required to be disclosed under Sec. 408(b)(2) of the Employee Retirement Income Security Act (“ERISA”), as applicable.

A plan participant or beneficiary may request additional services in providing Retirement Plan Services to a plan. Creative Planning may establish a separate client relationship with one or more plan participants or beneficiaries through a separate agreement. Such client relationships develop in various ways, including, but not limited to:

- a result of a decision by a plan participant or beneficiary to purchase services from Creative Planning not involving the use of plan assets;
- part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relating to assets held outside of the plan; and/or
- through a rollover to an Individual Retirement Account (“IRA”).

If a plan participant or beneficiary desires to affect a rollover from the plan to an IRA account advised or managed by Creative Planning, or if we make a recommendation to affect a rollover, we will have a conflict of interest given that our IRA advisory fees can reasonably be expected to be higher than those we receive in connection with the Retirement Plan Services due to the individualized nature of our IRA-related services. To mitigate such conflicts, Creative Planning will disclose relevant information about the applicable fees we charge for advising or managing an IRA, as well as reviewing the benefits each retirement account allows for before opening an account to receive the rollover. The decision as to whether to take a distribution from any retirement account rests solely with the individual participant and beneficiaries.

Department of Labor Acknowledgement of Fiduciary Duty – When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. How we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours. Under this special rule’s provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

Financial Planning Services – We offer advisory services in the form of financial planning services. Financial planning services do not involve ongoing client account management but instead focus on a client’s overall financial situation. Financial planning can be described as helping individuals determine and set their long-term financial goals through investments, tax planning, asset allocation, risk management, retirement planning, and other areas. The role of a financial planner is to find ways to help the client understand their overall financial situation and help them set financial objectives.

We analyze and review the client’s financial documentation, including the client’s assets and liabilities, investment portfolio, retirement plan, education plan, risk management plan, risk tolerance, estate plan, and other areas relevant to the client’s financial health. We then provide an executive summary highlighting the plan of action. Our Wealth Managers are available to assist with implementing the plan and to answer any client questions. Still, the client is ultimately responsible for implementing or rejecting our recommendations. You are never obligated or required to implement our recommendations.

Furthermore, we can implement the plan with the client throughout the year. It remains the client’s responsibility to promptly notify us of any changes in their financial situation or investment objectives to review, evaluate, or revise our previous recommendations and/or services.

Sub-Advisory Services – We have entered into sub-advisory agreements for separately managed account(s) with independent registered investment advisors. These arrangements were established to fulfill specific investment strategies to meet clients’ goals and objectives. We do not make individual security selection decisions in the sub-advised account. The sub-advisors buy and sell securities over time as they manage the account directly on the client’s behalf. We monitor the investment account, but not to the degree that we would monitor investments in accounts we manage directly. Where the sub-advisor performs management services for a client of Creative Planning for a fee, clients will receive a copy of the sub-advisor’s ADV Part 2A brochure.

Persons Residing Outside of the United States

Services for clients living outside the United States may be restricted or limited due to custodial rules or other factors. Investment options and strategies may differ from our typical recommendations, including but not limited to the foreign tax treatment of investment transactions in the United States. In addition, foreign laws or requirements may also impact our ability to service accounts or require additional disclosure as determined on an individual country basis. The client will be responsible for satisfying all legal and tax reporting requirements of the United States and all applicable foreign governments.

Any person located outside of the United States who wishes to open an account or an existing client who is located outside of the United States will be subject to the custodian’s policy regarding that country (including their right to decline to open or maintain the account), and all applicable customer identification and anti-money laundering regulations.

In its sole discretion, Creative Planning reserves the right to decline an engagement with any prospective client outside of the United States, or terminate an engagement with an existing client, if they move outside of the United States.

Client Assets Managed by Creative Planning

The client’s assets managed by Creative Planning total approximately \$155,328,127,625 as of July 1, 2023; \$151,844,207,210 is managed on a discretionary basis, and \$3,483,920,415 is managed on a non-discretionary basis.

The Firm also provided monitoring/consulting services to section 404 pension plans with combined assets of approximately \$90,115,919,546. These assets are commonly referred to as assets under advisement.

Item 5 – Fees and Compensation

We typically charge an annual percentage-based fee for portfolio management services. The annual fee is based on the fair market or agreed-upon value of the client’s account assets determined as of the last day of each calendar quarter. Based on specific circumstances, like accrued interest, there may be a discrepancy between the custodial statement value and the client’s assets in the billing software on the last day of the quarter. Advisory fees are annualized and applied quarterly in arrears, based on the number of calendar days in a quarter. If you terminate services with the Firm, a prorated fee will be due for the number of days you were a client in the quarter. The following is our standard fee schedule.

Annual Fee Calculation

- 1.20% on the first \$500,000, then
- 1.00% on assets of \$500,001 – 2,000,000, then
- .85% on assets of \$2,000,001 – \$5,000,000, then
- .80% on assets of \$5,000,001 - \$10,000,000, then
- .70% on assets of \$10,000,001 - \$25,000,000, then
- .40% on assets of \$25,000,001 - \$50,000,000, then
- .30% on assets of \$50,000,001 - \$100,000,000, then
- .25% on assets over \$100,000,000

Unless expressly excluded, we calculate our management fee against all assets in the investment account. Therefore, fee calculations include cash balances invested in money market funds, short-term investment funds, ETFs, mutual funds, the entire market value of margined assets and short positions (if any), alternative investments (if any), and all other investment holdings. Your advisory fee may sometimes exceed the money market yield, specifically during low-yield environments.

The account values used to calculate your management fee are obtained from pricing services that we believe are reliable. However, we cannot guarantee their accuracy or that securities may be bought or sold at those prices. We rely on the most recent holding information made available through our aggregation software in relation to reporting, trading, and billing calculations. This may include pricing data gathered from third-party sources other than the custodian of your account(s). Valuation of a fund's alternative investments may be complex, as there generally is no established market for these assets or for securities of privately held companies that the fund may own directly or indirectly. Therefore, there may be differences in the values we use for reporting, trading, and billing calculations. Any security(ies) excluded from billing or labeled as "no bill" will not be included in assets under management to determine our investment management fee.

At our discretion, we may agree to 'household' specific client accounts for purposes of fee calculation depending on the client relationship and overall services provided. The exact services and fees will be agreed upon and disclosed before services are provided. Fees and how they are charged are negotiable. At our discretion, we can charge a lesser investment advisory fee, charge a flat fee, or waive a fee entirely based upon specific facts and circumstances, including but not limited to the client's financial situation and circumstances, the amount of assets under management and anticipated to be under management, account householding arrangements, the complexity of the services provided, related accounts, account composition, grandfathered fee schedules, employees and family members, courtesy accounts, and negotiations with client, etc. In some cases where the advisory relationship changes and the scope of services rendered materially narrows or expands, fees may be adjusted as mutually agreed to and as evidenced by a signed supplemental agreement.

The market value of the client's account will be increased to the extent that margin is employed in managing the client's investment portfolio. Therefore, the corresponding fee payable by the client to us will increase because we include the margin balance in the client's overall management fee calculation. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the conflict of interest between us and the client whereby we may recommend the use of margin, which will also increase the management fee payable to us. This affects clients with a margin balance at the time of billing. If you are concerned about margin and its implications on your account, please contact your Wealth Manager to discuss. For more information, please refer to Item 8 - Methods of Analysis, Investment Strategies, and Risk of Loss.

The Firm has acquired other advisory firms. Specific legacy clients of those firms are subject to the billing practices in effect when they become clients of those firms. For example, per the terms of their original agreement with the acquired firms, those clients may be subject to billing practices such as billing in advance versus arrears or other arrangements that may differ from Creative Planning's standard billing practices. Once the clients sign a Creative Planning client agreement, we will work with the client to transition the fees to our procedure as set forth above. If applicable, a legacy client who terminates their advisory services will be promptly issued a refund for any unearned advisory fees paid.

Deduction of Client Fees

Fees are generally deducted directly from the client's account. Clients must provide the custodian with written authorization to have fees deducted from the account and paid to us. The custodian will send client statements, at least quarterly, showing all disbursements for the account, including the amount of the advisory fee, if deducted directly from the account (please refer to Item 13 – Review of Accounts for more information regarding client statements).

Brokerage fees and/or transaction ticket fees charged by the custodian will be passed directly to each client's account. We do *not* receive any portion of such commissions or fees from the custodian or from clients. Management fees we charge are

separate and distinct from the fees and expenses charged by mutual funds, exchange-traded funds, annuities, private investments, or investment company securities that may be recommended to clients. Each investment company security prospectus offers a description of these fees and expenses.

Portfolio management services may be terminated by either party at any time by written notice (including email) to the other. If services are terminated during a quarter, fees due are pro-rated based on the period we managed the assets before termination. The date of termination will be used to calculate the final fee payment. Upon termination, we will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in your account(s). Any fee credits granted for customer service issues or annuity surrender fees will be forfeited if you close or transfer your account before the credits have been fully applied. If you elect to participate in a private investment fund(s) we introduced, you agree to pay a termination fee as noted in the Private Fund Investment Acknowledgement. The Firm has negotiated lower fees and minimum investment requirements with many private investment funds, and you may be subject to higher fees, increased capital commitments, or other expenses imposed by the fund sponsor if you terminate your management relationship with us.

Other Types of Fees/Expenses

Clients may instruct us in writing to have additional fees charged to their accounts based on other services provided through Creative Planning or one of its affiliates through additional signed agreements.

Sub-Advisory Services

There will be additional fees associated with any sub-advisor services. There will be a separate Agreement that you will sign with the sub-advisor that will lay out their fee structure which you will be responsible for paying. Please see their ADV Part 2A and advisory agreement to review the sub-adviser’s fees, calculations, and methodology.

Brokerage fees and/or transaction ticket charges associated with managing the sub-advisor account and charged by the custodian will be passed directly to each client’s account. Creative Planning does not receive any portion of such commissions or fees from the custodian or from the sub-advisor.

Management fees charged by Creative Planning are separate and distinct from those set by the sub-advisor. Creative Planning and the sub-advisor do not share any fees between them.

Retirement Plan Services

Fees for the Retirement Plan Services are negotiable, based solely on our discretion, and vary based upon the nature, scope, and frequency of our services as well as the size and complexity of the plan. A general description of the different types of fees for Retirement Plan Services appears in the fee schedule below:

Fee Type	
Asset-Based Fees (Plan-Level)*	
Investment Fiduciary & Retirement Plan Consulting Services	Not to exceed 1.00%
Remote Investment Fiduciary & Retirement Plan Consulting Services- AB401k	Not to exceed .50%
Flat Fee	Negotiable
Hourly Fee	Negotiable
Project Fee	Negotiable

**Plan Model Portfolios. Depending upon the capabilities of the plan’s record keeper or custodian and the preferences of each plan sponsor, we may offer managed model asset allocation portfolios for plan participants. We typically charge a quarterly*

fee of up to 0.10 percent for this service, and such fees are deducted from participants' accounts by the plan's record keeper or custodian and paid directly to Creative Planning.

**Morningstar Advisor Fees. Depending upon the capabilities of the plan's record keeper or custodian and the preferences of each plan sponsor, Morningstar Investment Management, LLC asset allocation models may be made available to plan participants. Morningstar typically charges an annual fee of up to .15 percent for its asset allocation models. The plan's record keeper or custodian deducts such fees from participants' accounts and pays directly to Morningstar. CP receives up to 30 basis points annually.*

**Managed Accounts-Financial Guide. For Manage Accounts Services, we typically charge an annual fee of up to .36 percent for managed account services, and such fees are deducted from such participants' accounts by the plan's recordkeeper or custodian.*

Depending upon the capabilities and requirements of the plan's record keeper or custodian, we may collect our fees in arrears or in advance. In some cases, plan sponsors instruct the plan's record keeper or custodian to automatically deduct our plan-level fees from the plan account(s); however, plan sponsors may also request that we send invoices directly to the plan sponsor or the record keeper/custodian.

Plans receiving Retirement Plan Services may pay more than or less than a client might otherwise pay if purchasing the Retirement Plan Services separately or through another service provider. Several factors determine whether the costs would be more or less, including, but not limited to, the size of the plan, the specific investments made by the plan, the number of or locations of plan participants, the services being offered by another service provider, and the actual costs of Retirement Plan Services purchased elsewhere. Considering the specific Retirement Plan Services we offer, our fees may be more or less than those of similar service providers.

In determining the plan account's value for calculating asset-based fees, we will rely upon the valuation of assets provided by the plan sponsor or the plan's custodian or record keeper without independent verification. Unless we agree otherwise, no adjustments or refunds will be made in respect of any period for (i) appreciation or depreciation in the value of the plan account during that period or (ii) any partial withdrawal of assets from the account during that period. All plan-level asset-based fees shall be based on the total value of the assets in the account as defined by the Agreement without regard to any debit balance.

Our Retirement Plan Services may include servicing adopting employers in participating Pooled Employer Plans (PEPs). For PEP clients, we may have two separate fees, one for consulting services provided to the adopting employer of the PEP and one for investment advisory services to the PEP. In general, we charge a minimum of \$10,000 for consulting services. For 3(38) investment advisory services, our fees may include a minimum of \$1,000 until the stated fee generates more than \$1000 in revenue. Our 3(38) fees are tiered based on plan size and start at 0.05% annually, declining by 0.01% for every \$100MM in assets until they hit 0.01% for assets over \$400MM.

No fee increase will be effective without prior written notice to the plan sponsor or the participant.

Institutional Fiduciary Services

For ERISA 3(38) Investment Fiduciary Services only, the fees are charged a maximum of 0.10% of Plan assets annually.

For ERISA 3(21) Investment Fiduciary Services only, the fees are charged a maximum of 0.02% of Plan assets annually.

Unless otherwise noted, the minimum portfolio size is \$100,000. For retirement accounts, the minimum is \$30,000, and there is no minimum for 401(k) accounts. Our management fee will not be charged until the initial deposit is made.

Retirement Plans utilizing Creative Planning TPA services pay a base fee plus a per-participant charge for annual plan administration. Ancillary services are billed as services are requested. There is no asset management charge.

Financial Planning

We provide financial planning services to our clients under several formats, which include a financial plan for a fee.

For clients with at least \$500,000 under our management, we offer comprehensive financial planning as part of the annual percentage-based fee for portfolio management services. We will consider waiving the \$500,000 minimum on a case-by-case basis. From time to time, we may, by request, engage with a client to create a one-time, customized financial plan. Generally, our fees are charged on a fixed fee basis; while most plans range from \$1,500 to \$15,000 depending on the breadth of services provided, the complexity of the client's situation, and the advisor representative providing services, there are certain circumstances where Creative Planning offers financial plans as part of an executive program or for certain individuals where their cases may require complex ongoing financial management with fees that can range from \$5,000 to \$300,000. Before commencing financial planning services, the client must enter into an agreement outlining the fees that will be charged.

Financial Education Speaking Engagements

Creative Planning is sometimes asked to provide speakers for financial educational speaking engagements. Fees for such engagements are negotiated on a case-by-case basis.

Item 6 – Performance-Based Fees and Side-By-Side Management

Creative Planning does not charge performance-based fees, nor do we engage in side-by-side management.

Item 7 – Types of Clients

We generally provide investment advice to the following types of clients:

- Individuals
- Pension and profit-sharing plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above
- Foundations, endowments, and other institutions
- State and municipal government entities, including pension plans

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

Cyclical – Analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services in lower demand during economic downturns and higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the most significant gains by buying the stock at the bottom of a business cycle, just before a turnaround starts.

While most economists and investors agree that economic cycles need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, downside price action can result before any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – A method of evaluating a security by measuring its intrinsic value by examining related economic, financial, and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell, or short). This method of security analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using actual data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this valuation method can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. Those market forces can point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Investment Philosophy and Strategies

A critical component of Creative Planning's investment philosophy is the perspective that wealth management and investing should be financial planning-led disciplines. Accordingly, the specific strategy we recommend and/or implement is based on each client's specific situation. As part of our fiduciary duty to clients, we constantly endeavor to put our client's interests first. In selecting new underlying positions for our portfolios and evaluating those currently used, we utilize an Investment Policy Committee to review both quantitative and qualitative factors, including internal costs, expense ratios, diversification, liquidity, benchmarks, and tracking error, among other factors.

Broadly speaking, Creative Planning believes long-term goals should be supported by a low-cost indexing *strategy coupled with buy-and-hold portfolio investing*. A key principle of this passive strategy is over long periods of time, it is tough to beat the market consistently. In most cases, it is not prudent to try to do so. Furthermore, most active managers fail to generate persistent outperformance in every market condition, justifying higher fees.

When clients have a known or expected need within a short-term time horizon, Creative Planning believes that *short-term passive investing* with a sharp focus on reducing the risk and volatility of the portfolio is the most prudent route. This strategy may result in lower returns than long-term investing. Still, the tradeoff in lower expected returns is focused on increasing the probability that a client's required resources are available to meet the known or expected short-term liquidity requirement.

Creative Planning also offers various individual stock strategies using fundamental analysis. The objectives of these stock strategies include income, quality growth, low beta, and a broad core exposure to world equities. Additionally, Creative Planning offers a thematic-based investing strategy within the Environmental, Social, and Governance investing (ESG) realm. The strategy's objective is to exclude companies and investments that are contrary to the United States Conference of Catholic Bishops as laid out in their November 2021 document "Socially Responsible Investment Guidelines." A copy of which can be found at <https://www.usccb.org/resources/socially-responsible-investment-guidelines-united-states-conference-catholic-bishops>. ESG investing involves various risks that we encourage you to consider. Please refer to the "Values-based or Environmental, Social and Governance Fund ("ESG") Based Investing Risk" portion of the "Risk of Loss" section immediately following this section.

Risk of Loss

Clients should understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that the future performance of any specific investment or investment strategy will be profitable. Investing in securities involves the risk of loss. Further, depending on the different types of investments, there will

be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss, including loss of original principal.

Because of the inherent risk of loss associated with investing, the Firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities.

- **Market Risk.** Either the stock market as a whole or the value of an individual company as a result of moves in the overall market goes down, resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- **Equity (stock) market risk.** Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- **Company Risk.** When investing in stock positions, there is always a certain level of company or industry-specific risk inherent in each investment. This is also called unsystematic risk and can be reduced through appropriate diversification. The risk is that the company will perform poorly or decrease its value based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- **Fixed Income Risk.** When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income to face the risk of inflation eroding their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- **Options Risk.** Creative may engage in options transactions to hedge risk and/or generate portfolio income. Using options transactions as an investment strategy can involve high inherent risk. Option transactions establish a contract between two parties concerning buying or selling an asset at a predetermined price during a specific period. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing security, depending upon the nature of the option contract. Generally, the purchase or sale of an option contract intends to "hedge" a market risk in a client's portfolio and/or generate income for a client's portfolio. There can be no guarantee that an options strategy will achieve its objective or prove successful. No client is under any obligation to enter into any option transactions. However, if the client does so, he/she/they must be prepared to accept the potential for unintended or undesired consequences, such as losing ownership of the security, incurring taxes on capital gains, etc.
- **Margin Risk.** When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you intend to borrow funds in connection with your account, you must open a margin account, which will be carried by the qualified custodian. The securities purchased in such an account are the qualified custodian's collateral for its loan to you.

Suppose those securities in a margin account decline in value. In that case, the value of the collateral supporting this loan also declines. As a result, the brokerage firm must take action to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account.

Some of the risks involved in margin trading include the following:

- You can lose more funds than you deposit in your margin account.
- The account custodian or clearing firm can force the sale of securities or other assets in your account.

- The account custodian or clearing firm can sell your securities or other investments without contacting you.
 - You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call.
 - The account custodian or clearing firm may move securities in your cash account to your margin account and pledge the transferred securities.
 - The account custodian or clearing firm can increase its “house” maintenance margin requirements at any time, and they are not required to provide you advance written notice.
 - You are not entitled to an extension of time on a margin call.
- Master Limited Partnership (MLP) Risk. MLPs are susceptible to general stock market fluctuations. Its value might increase or decrease based on the market confidence and perceptions of its issuers' change. MLPs also face unique risks specific to energy prices, inflation/deflation, regulatory action, interest rate fluctuations, and ease of access to capital markets.
 - ETF and Mutual Fund Risk. When we invest in an ETF or mutual fund for a client, the client will bear additional expenses based on its pro rata share of the ETF or mutual fund’s operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund reflects the risks of owning the underlying securities the ETF or mutual fund holds. Clients will also incur brokerage costs when purchasing ETFs. Sometimes, the Firm utilizes mutual funds issued by Dimensional Fund Advisors (DFA). DFA funds are generally only available through registered investment advisors approved by DFA. If you terminate our services and self-manage your account(s) or transition to another advisor who has not been approved by DFA to utilize DFA funds, restrictions regarding additional purchases of or reallocation among other DFA funds will generally apply.
 - Tax Harvesting Risk. One trading strategy employed in client accounts is tax harvesting. This strategy intends to sell an ETF or mutual fund at a taxable loss and replace those positions with a holding whose historical performance and expected future performance are similar, thereby having little impact on the overall strategic allocation but capturing the tax loss. Because past performance is no indication of future performance, there is potential for the future performance of the replacement position to deviate from that of the initial holding. This strategy may also increase the frequency of trading and transaction costs.
 - Alternative Investment Risk. Alternative investments may be recommended in specific circumstances. These investments are susceptible to many of the same risks as other securities but also include characteristics and risks related to liquidity, transparency, taxes, investment lock-ups, and fund valuation, which are disclosed in the offering documents and noted in the Private Fund Acknowledgement Form.
 - Management Risk. Your investment with the Firm varies with the success and failure of our investment strategies, research, analysis, and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.
 - Values-based or Environmental, Social, and Governance Fund (“ESG”) Based Investing Risk. When directed by the client, thematic or ESG-based investments may be included in the client’s portfolio. It is important to note that fund managers consider ESG factors to varying degrees. Not every fund incorporates ESG factors in the same manner or degree, which can cause difficulty comparing different funds. As such, there is no standard matrix or benchmark upon which ESG factors affecting performance can be compared. ESG funds may include or exclude securities based on ESG practices vs. other investment methodologies, impacting performance, fund expenses, and investment risk. We base our ESG recommendations on the information provided to us by the issuers.
 - Digital Assets Risk. Digital assets represent an emerging asset class that has not been fully defined. There remains an overwhelming lack of clarity regarding the regulatory framework that will ultimately govern this investing sector. Additionally, a considerable list of risk factors carries their own range of probability and impact possibilities. Those risks include but are not limited to valuation risk; liquidity risk; volatility risks; technology risk; and legal, tax, and regulatory risk.

- Foreign Exchange Risk. Also known as FX risk or currency risk, refers to the losses that an international financial transaction may incur due to currency fluctuations. This creates a risk that the investment's value may decrease due to changes in the relative value of the currencies involved. Creative Planning may engage in these types of transactions for our clients, however, the client understands that they are assuming the risk, not Creative Planning.

Item 9 – Disciplinary Information

On September 18, 2018, the SEC instituted a settled order against the Firm and Peter A. Mallouk, the Firm's President. Creative Planning distributed hundreds of radio advertisements that contained prohibited client testimonials. The radio station DJ had become a client of the Firm and, on air, discussed his and his wife's satisfaction with our services with their advisor. Creative should have been aware of these testimonials and stopped them. Creative and Mr. Mallouk failed to enforce the Firm's code of ethics with regard to the radio advertisements and the reporting and review of certain securities accounts in which the Firm's President had a beneficial interest. Creative failed to keep true and accurate books and records and failed to adopt and implement written policies and procedures reasonably designed to prevent violations of the Advisers Act. Creative consented to a cease-and-desist order, a censure, and a civil penalty of \$200,000, and Mr. Mallouk consented to a cease-and-desist order and a civil penalty of \$50,000.

Item 10 – Other Financial Industry Activities and Affiliations

Creative Planning is an independent investment advisor and provides investment advisory services and other ancillary services described below. The Firm does not offer any proprietary products, has no affiliated broker-dealer, and is not engaged in any other business activities or offers services other than those described in this Disclosure Brochure.

Our investment advisor representatives are not affiliated (which means registered or employed) with a broker/dealer or commodities and futures trading firm. Clients that choose to engage in affiliated services will sign a separate agreement with such service providers outlining the fees/rates that they will be responsible for, which will be in addition to the management fees paid to Creative Planning.

Business Advisory Services – Creative Planning Business Advisory LLC

Creative Planning is under common ownership with Creative Planning Business Advisory, LLC (CPBA). Clients of Creative Planning may be referred to CPBA for advice and assistance in marketing and/or selling their privately held business. CPBA does not arrange financing or securities issuance to facilitate business transactions. Because Creative Planning and CPBA are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of CPBA, you are not obligated or required to use them. Other firms provide services like those offered by CPBA and may provide such services for less expensive rates. Whenever we recommend CPBA, you are encouraged to consider other firms too. The services of Creative Planning and CPBA are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Business Valuation Services – Creative Planning Valuations LLC

Creative Planning is under common ownership with Creative Planning Valuation, LLC (CPV). Clients of Creative Planning may be referred to CPV for advice and assistance in preparing business valuations for established, closely held companies. Because Creative Planning and CPV are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of CPV, you are not obligated or required to use them. There are other firms that provide services similar to those offered by CPV and may provide such services for less expensive rates. Whenever we

recommend CPV, you are encouraged to consider other firms too. The services of Creative Planning and CPV are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Legal Activities – Creative Planning Legal, P.A.

Creative Planning is under common ownership with a law firm, Creative Planning Legal, P.A. Clients of Creative Planning may be referred to Creative Planning Legal, P.A. for estate planning and other legal services. Because Creative Planning and Creative Planning Legal, P.A. are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Legal, P.A., you are never obligated or required to use them. Other law firms provide legal services similar to those offered by Creative Planning Legal, P.A. and may provide such services for a lower rate. Whenever we recommend Creative Planning Legal, P.A., you are encouraged to consider other law firms too. The services of Creative Planning and Creative Planning Legal, P.A. are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Trust Services – Creative Planning Trust Company, LLC

Creative Planning is affiliated with Creative Planning Trust Company, LLC (CPTC). CPTC is domiciled in Nevada and is a non-depository retail trust company regulated by the Nevada Financial Institutions Division. CPTC was created to provide trust administrative services for Creative Planning clients who have financial, family, or business needs that require the services of a professional fiduciary and trust company. Because Creative Planning and CPTC are related entities, it presents a conflict of interest. Both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

Specific services provided by CPTC include but are not limited to (1) corporate trustee services for personal trusts or certain retirement plan accounts, (2) corporate trustee for life insurance trusts, and (3) corporate trustee services for charitable trust accounts. These services entail the safekeeping of trust assets. CPTC also performs trust administration duties outlined in each trust document, such as distributions and principal and income trust accounting. Generally, no assets are held in the name of the trust company; all assets will be held via segregated trust accounts at qualified third-party custodians, identifying the trust company as trustee. Please refer to **Item 15 – Custody of this Disclosure Brochure** for more information regarding custody.

Supervised persons of Creative Planning will perform services for the affiliated trust company. We have a conflict of interest when recommending the services of CPTC. Clients are never obligated to use the services of CPTC and can establish their trust account at any custodian or trustee of their own choosing. Clients pay fees and expenses to the trust company, separate from and in addition to the fees charged by Creative Planning.

Accounting & Tax Services – Creative Planning Tax LLC and CP Strategic Advisors, LLC

Creative Planning is under common ownership with Creative Planning Tax, LLC and CP Strategic Advisors, LLC. Clients needing assistance with tax preparation and/or accounting services may be referred to either of these entities. Our affiliation with these entities presents a conflict of interest as each of the Firms has an economic incentive to refer clients to each other instead of referring clients to other like firms. Clients are not obligated to use the services of either entity for their tax or accounting needs. However, if a client chooses to engage either of these entities, they may pay fees and expenses for their services, separate from and in addition to the fees charged by Creative Planning.

Affiliated Non-Investment Advisory Retirement Plan Recordkeeping and Third-Party Administration Companies

Creative Planning owns Creative Planning TPA Services, LLC (CPTPA), which provides plan recordkeeping and/or third-party administration services. While we do not require plans to hire CPTPA, we serve as investment advisors to our affiliates, and certain Retirement Plan Services described above may be limited or unavailable on unaffiliated retirement plan recordkeeping platforms. For example, the managed asset allocation portfolio services are available when the plan sponsor hires CPTPA but

may not be available on many other recordkeeping platforms due to capabilities and limitations associated with the recordkeeper's services. Because Creative Planning and CPTPA are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

Insurance Activities – Creative Planning Risk Management and Creative Planning Insurance, LLC

Creative Planning Insurance provides the following services:

- Individual life, disability, and long-term care coverage through various insurance companies.
- Property and casualty coverage.
- Medicare consultation, portfolio review, and coverage enrollment.

Our affiliation with these entities presents a conflict of interest as each of the Firms has an economic incentive to refer clients to each other instead of referring clients to other like firms.

Clients are never obligated or required to purchase insurance products from one of our affiliated insurance companies. They may choose an independent insurance agent and insurance company to buy insurance products. Regardless of the insurance agent selected, the insurance agent or agency will receive normal commissions from the sale. Please refer to **Item 14 – Client Referrals and Other Compensation** for more information regarding the insurance commissions received by our affiliated insurance companies and the conflicts such compensation presents.

As noted previously, Creative Planning has acquired other advisory firms. IARs of those firms may be licensed independent insurance agents for various companies not affiliated with those firms or Creative Planning. These IARs may still receive some trail commissions from insurance product sales before the acquisition.

Technology Services – Creative Planning Tech, LLC

Creative Planning Tech, LLC provides outsourced IT services, cloud management, etc., for small businesses that do not have internal IT departments. Clients of Creative Planning may be referred to Creative Planning Tech for this service. Because Creative Planning and Creative Planning Tech are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Tech, you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Tech and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Tech. The services of Creative Planning and Creative Planning Tech are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Lending, LLC

Creative Planning is under common ownership with Creative Planning Lending, LLC. Creative Planning refers clients with residential and non-residential lending needs to Creative Planning Lending, which has formed partnerships for lending requests. Creative Planning receives no direct or indirect compensation when we make residential lending referrals. Creative Planning receives a fee for non-residential lending referrals that result in a closing of a loan. The services of Creative Planning Lending and the partnered lenders are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered. Because Creative Planning and Creative Planning Lending are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms. Clients are not obligated or required to use Creative Planning Lending or any of its services and can choose to work with a different financial professional.

Creative Planning Business Accounting Services, LLC

Creative Planning Business Accounting Services, LLC provides a comprehensive tax, audit and accounting services to businesses. The services also include helping businesses comply with current tax law and provide audit support. Clients of Creative Planning may be referred to Creative Planning Business Accounting Services. Because both are related entities, it

presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Business Accounting Services, you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Business Accounting Services and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Business Accounting Services. The services of Creative Planning and Creative Planning Business Accounting Services are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Payroll, LLC

Creative Planning Payroll, LLC provides human capital management solutions to businesses that can help manage most aspects of a business's workforce which include recruitment, hiring, performance management and payroll processes. Clients of Creative Planning may be referred to Creative Planning Payroll. Because both are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Payroll you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Payroll and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Payroll. The services of Creative Planning and Creative Planning Payroll are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Creative Planning Business Alliance, LLC

Creative Planning Business Alliance, LLC provides a broad variety of services to business challenges that fall outside of their core capabilities or expertise. These services include turnaround services, investment banking, succession planning, business valuations, mergers and acquisitions, litigation support and internal controls and operations. Clients of Creative Planning may be referred to Creative Planning Business Alliance. Because both are related entities, it presents a conflict of interest as both Firms have an economic incentive to refer clients to each other instead of referring clients to other like firms.

If we recommend you use the services of Creative Planning Business Alliance you are not obligated or required to use them. There are other firms that provide services like those offered by Creative Planning Business Alliance and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend Creative Planning Business Alliance. The services of Creative Planning and Creative Planning Business Alliance are separate and distinct from one another, each with a separate compensation arrangement typical for the services rendered.

Sub-Advisors

As noted previously, the Firm may use sub-advisors to manage some or all of specific clients' portfolios. The Sub-Advisor will have discretionary authority to buy, sell, exchange, and trade securities within the client account. The investment strategies of the Sub-Advisor will be disclosed in their Disclosure Brochure (ADV Part 2A).

Private Funds

The Firm acquired several private funds (Lenox PE Fund I, LLC, Lenox Blue Chip, LLC, and Lenox HPE, LLC, each a "Fund" and collectively the "Funds") because we acquired Lenox Wealth Management. The funds are not accepting new subscribers.

The Firm is the investment manager to CAIS Private Equity Core I LP. CAIS Private Equity Core I LP is not accepting any new subscribers. The Fund's strategy is to diversify returns and provide investors with global private equity exposure. Creative Planning is not affiliated with the Sponsor, the General Partner, the Primary Distributor, or any of their respective affiliates. The Firm does not receive any additional compensation for investment management services to the fund.

Managed Accounts Solution

Creative Planning LLC entered into a licensing agreement with Athena Advisory Inc. (Athena), where Athena has developed software to create financial guidance and managed account solutions (Financial Guide) with the capability to link to multiple financial resources, plan recordkeepers, and wealth platforms. Creative Planning has an ownership interest in Athena which creates a conflict of interest for Creative Planning when recommending that clients elect to offer FinancialGuide to their retirement plan participants.

If we recommend you use FinancialGuide, you are not obligated or required to use these services. There are other firms that provide similar services.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Code of Ethics Summary

Creative Planning has established a Code of Ethics (Code) that applies to all employees of the Firm and is designed to, among other things: govern personal securities trading activities in the accounts of employees. The Code is based upon the principle that Creative Planning and its employees owe a fiduciary duty to our clients to conduct the employees' affairs, including their personal securities transactions, in such a manner as to avoid (i) serving their own personal interests ahead of clients, (ii) taking inappropriate advantage of their position with the Firm and (iii) any conflicts of interest or any abuse of their position of trust and responsibility.

The Code is designed to articulate the expectation that the high ethical standards long maintained by Creative Planning continue to be applied. The purpose of the Code is to preclude activities that may lead to or give the appearance of conflicts of interest, insider trading, and other forms of prohibited or unethical business conduct. This section is a summary of the Code. Clients may receive a complete copy of the Code upon request.

Participation or Interest in Client Transactions

Creative Planning and its associated persons may buy or sell securities we recommend to clients. Securities recommended by the Firm are widely held and publicly traded. In accordance with its fiduciary duty to clients, Creative Planning and its associated persons will place client interests ahead of their own interests. We have developed policies and procedures under our Code of Ethics that require our employees to submit their personal securities holdings and transactions to our Firm. This is done so that we can monitor their investments to ensure compliance with our Code of Ethics and our general fiduciary duty to clients.

Private Funds

As noted previously, we acquired several private funds (Lenox PE Fund I, LLC, Lenox Blue Chip, LLC, and Lenox HPE, LLC, each a "Fund" and collectively the "Lenox Funds") as a result of our acquisition of Lenox Wealth Management Inc. Certain employees of the Firm serve as General Partner of each Fund or devote time to Fund matters as the Firm has assumed primary responsibility for administrative matters pertaining to the Lenox Funds. Our employees will devote to the Lenox Funds as much time as we deem necessary and appropriate to manage their business. Such activities could be viewed as creating a conflict of interest in that the time and effort of our management personnel, and other employees will be devoted to matters related to the business of the Lenox Funds rather than our core business activity.

Clients who invest in the Lenox Funds are not charged any additional advisory fees other than the advisory fee allocated to the investors in the Lenox Funds. The advisory fee (85 basis points) charged to each Lenox Fund includes bookkeeping, financial reporting, and capital calls. The fee is 85 basis points charged quarterly in arrears to the fund.

The Lenox Funds are not required to register as an investment company under the Investment Company Act of 1940, relying on an exemption available to funds whose securities are not publicly offered. The Lenox Funds are managed on a

discretionary basis in accordance with the terms and conditions of the Funds' offering and organizational documents. The Funds are not accepting new subscribers.

Item 12 – Brokerage Practices

Recommendation of Broker/Dealers and Custodians

You are not obligated to act on the recommendations of Creative Planning and are free to select any broker/dealer or investment advisor you choose. In other words, you are not *required* to work with us. However, if you want to hire us for our portfolio management services, we will be responsible for executing your account transactions and therefore responsible for attaining the best execution possible under the prevailing circumstances.

We recommend establishing brokerage accounts with Charles Schwab & Company, Inc. or Fidelity Institutional Wealth Services. Qualified custodians can be banks, registered broker-dealers, futures commission merchants, or certain foreign entities. A separate account is always maintained for every client with the broker-dealer/custodian, and you retain all rights of ownership to your accounts (e.g., the right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations).

Creative Planning is not affiliated with any broker/dealer or other Qualified Custodian. The primary factor in suggesting a Qualified Custodian is that the services of the recommended firm are provided in a cost-effective manner. While quality of execution at the best price is an important determinant, best execution does not necessarily mean lowest price and it is not the sole consideration. The trading process of any Qualified Custodian suggested by us must be efficient, seamless, and straightforward. Overall custodial support services, trade correction services and statement preparation are some of the other factors determined when suggesting a Qualified Custodian.

Qualified Custodians provide us with access to their institutional trade execution, clearance and settlement service and custody services that are typically not available to retail investors. These services are generally open to independent investment advisors at no charge to them so long as they maintain a minimum amount of assets with the custodian.

Qualified Custodians do not charge separately for custody in most situations. Still, they are compensated by account holders through commissions or other transaction-related fees for security trades that are executed by recommended money managers through the custodian or that settle into a custodian account. Qualified Custodians may also earn interest on uninvested cash in your account.

Other benefits include, but are not necessarily limited to, receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk; access to block trading, which provides the ability to aggregate securities transactions and allocate the appropriate shares to client accounts; the ability to have investment advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; and access to mutual funds that generally require significantly higher minimum initial investments or are usually only available to institutional investors.

Qualified Custodians also make other products and services available to us that benefit our Firm but may not benefit client accounts. Some of these other products and services assist us in managing and administering client accounts. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); provide research, pricing information, and other market data; facilitate payment of the firm's fees from its client accounts; and assist with back-office functions; record keeping and client reporting. Many of these services may be used to service all or a substantial number of our accounts, including those not maintained by a recommended custodian. We are also provided other services intended to help our Firm manage and further develop our business enterprise. These services (which may be provided at no cost or a discount) may include consulting, publications, and conferences on practice management, information technology, business succession, regulatory compliance, and marketing.

The benefits the Firm or its personnel receive from Qualified Custodians do not depend on the number of brokerage transactions directed to a Qualified Custodian. As part of our fiduciary duty to clients, we constantly endeavor to put the interests of our clients first. Clients should be aware that the receipt of economic benefits by us or our related persons in and of itself creates a conflict of interest and may influence our choice of a particular Qualified Custodian for custody and brokerage services. (Please refer to **Item 14 – Client Referrals and Other Compensation** for more information.)

Please note that not all investment advisors recommend or require the use of broker/dealers. Some investment advisors permit clients to use any broker/dealer of the client's own choosing. In rare cases, we may work with a client who wants to direct us to use a particular broker/dealer for standard brokerage accounts. In such cases, those clients must understand that we may be unable to effectively negotiate brokerage compensation on the client's behalf. When directing brokerage business, clients should consider whether the commission expenses and execution, clearance, and settlement capabilities they will obtain through their selected broker/dealer(s) are adequately favorable compared to those we would otherwise receive for our clients. Clients with client-directed brokerage arrangements should also understand we may be limited in our trading ability (compared to the platforms we recommended). They may be required to execute client-directed trades after trades are implemented through accounts at our preferred platforms. Clients are encouraged to discuss available alternatives with their advisor representative.

In addition, we may also render investment management services to clients regarding their (1) variable life/annuity products that they may own, (2) their individual employer-sponsored retirement plans, and/or (3) 529 college savings plans. In these situations, we either direct or recommend allocating client assets among the various mutual fund subdivisions comprising the variable life/annuity product, retirement plan, or college savings plan. The client assets shall be maintained at either the specific insurance company that issued the variable life/annuity product, which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan or college savings plan.

We may recommend variable annuities, but only in specific scenarios where the client would be disadvantaged by surrendering an existing annuity or insurance policy that would result in adverse tax consequences. We may also recommend various 529 Plans, depending upon the state of residence, for clients that need or request a recommended 529 platform.

Although we recommend these platforms, please understand that we do not represent or guarantee that we will achieve the most favorable execution of client transactions. The platforms we recommend may be more expensive than others offering the same or similar services. Clients are never required or obligated to utilize sponsors we recommended and can use any plan/product sponsor they choose.

Trading Away

We may purchase individual fixed-income securities from brokers other than the custodian. The determination to use third-party brokers is based on the trade size, lot type (i.e., odd lots versus even lots), bond issuer, and highest bid received from the broker versus current market value. Third-party fixed-income brokers will be evaluated by reviewing the pricing schedule for trade commissions, services provided to clients and us, the accuracy of execution and delivery of securities, and the highest bid received for similar issues. Clients will incur trade-away fees in this situation. We review reasonableness for compensation of fixed-income brokers by comparing the fees charged by third-party brokers to determine whether specific pricing is reasonable compared to the market for fixed-income transactions and additional factors such as the likelihood of execution, liquidity, speed, and accuracy.

Block Trading Policy

The majority of trades implemented by us are completed on an individual basis. In cases when we need to implement buys or sells of the same security for numerous accounts, we may elect to purchase or sell such securities at approximately the same time as a block trade. This process is also referred to as aggregating orders and batch trading and is used by our Firm when we believe such action may prove advantageous to clients. If we aggregate client orders, allocating securities among client

accounts is done on a fair and equitable basis. The process of aggregating client orders is done to achieve better execution across client accounts. We may also do it to achieve more favorable commission rates or allocate orders among clients more equitably to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

We use the pro rata allocation method for transaction allocation. Under this procedure, pro rata trade allocation means an allocation of the trade is issued among applicable advisory clients in amounts that are proportional to the participating advisory client's intended investment. We will calculate the pro rata share of each transaction included in a block order and assign the appropriate number of shares for each allocated transaction executed for the client's account. This process is executed on a per-custodian basis. For example, all accounts held at Charles Schwab by us would receive the average price of all shares block traded at Charles Schwab by us. It is possible that clients at different custodians receive different average prices for block trades executed on the same trading day.

If we determine to aggregate client orders for the purchase or sale of securities, including securities in which our employees may invest. In that case, we will do so in accordance with the parameters outlined in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our employees receive any additional compensation because of block trades.

Arrangements with TD Ameritrade

The recommendation of TD Ameritrade and any other broker/dealer is based on past experiences, minimizing commissions and additional costs, as well as offerings or services the broker/dealer provides that we or the client may require or find valuable, such as online access. Clients may pay commissions higher than those obtainable from other broker/dealers in return for those products and services. The commission and fee structures of various broker/dealers are periodically reviewed to ensure clients receive the best execution. Accordingly, while we will consider competitive rates, we may not necessarily obtain the lowest possible commission rates for client account transactions. Therefore, the overall services provided by the broker/dealer are evaluated to determine the best execution.

Although we consider the overall services TD Ameritrade provides and factor in the benefits provided to our clients, we have material arrangements with TD Ameritrade that incentivize us to recommend TD Ameritrade over other broker/dealers. Some of the arrangements may result in conflicts of interest with our clients and are explained in the following sections.

While there will not be a direct linkage between the investment advice provided by us and the broker/dealers we recommend, economic benefits may be received that would not be received if we did not use these services to implement the investment advice provided. These benefits may include, but not necessarily be limited to, receipt of duplicate client statements and confirmations; research-related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Creative Planning by third-party vendors.

Creative Planning participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc., member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers independent investment advisors services, which include custody of securities, trade execution, clearance, and settlement of transactions. Creative Planning receives some benefits from TD Ameritrade through its participation in the program.

Some of the products and services made available by TD Ameritrade through the program may benefit us but may not benefit our client accounts. These products or services may assist the Firm in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade will help us manage and further

develop our business enterprise. The benefits received by the Firm or its personnel through participation in the program do not depend on the number of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, we always endeavor to put our client's interests first. Clients should be aware that receiving economic benefits by the Firm or its related persons in and of itself creates a conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

In selecting TD Ameritrade, Creative Planning considers its arrangement to obtain price discounts for TD Ameritrade's automatic portfolio rebalancing service for investment advisors known as "iRebal."

TD Ameritrade has agreed to provide the service at no additional cost because we decided to maintain an agreed-upon amount of client taxable assets on the TD Ameritrade platform. There are some client assets that are non-taxable assets and are excluded from the maintenance and commitment levels required. Excluded assets are "plan assets" of plans subject to Title 1 of the Employee Retirement Income Security Act of 1974, amended, or plans as defined in Section 4975 of the Internal Revenue Code (including IRAs).

If we do not maintain the relevant level of taxable assets on the TD Ameritrade platform, we may be required to make a penalty fee payment to TD Ameritrade calculated based on the shortfall.

Although we believe that the products and services offered by TD Ameritrade are competitive in the marketplace for similar services offered by other broker-dealers or custodians, the arrangement with TD Ameritrade as to the iRebal service may affect our independent judgment in selecting or maintaining TD Ameritrade as the broker or custodian for client accounts.

Brokerage for Client Referrals – Charles Schwab & Co., Inc.

Creative Planning receives client referrals from Charles Schwab & Co., Inc. (Schwab) through our participation in Schwab Advisor Network[®] (the Service). The Service is designed to help investors find an independent investment advisor. Schwab is a broker/dealer independent of and unaffiliated with Creative Planning. Schwab does not supervise us and has no responsibility for our management of clients' portfolios, our advice or other services. We pay Schwab fees to receive client referrals through the Service. Our participation in the Service raises conflicts of interest described below.

We pay Schwab a Participation Fee on all referred clients' accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by us is a percentage of the fees paid by our clients referred by Schwab or a percentage of the value of the assets in the client's account, subject to a minimum Participation Fee. We pay Schwab the Participation Fee as long the referred client's account remains in custody at Schwab. The Participation Fee is billed to us quarterly and may be increased, decreased, or waived by Schwab from time to time. The Participation Fee is paid by the Firm and not by the client. We have agreed not to charge clients referred through the Service fees or costs greater than the fees or costs we charge clients with similar portfolios who were not referred through the Service.

We generally pay Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by or assets in the account are transferred from Schwab. This Fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees we generally would pay in a single year. Thus, we will be incentivized to recommend that client accounts be held in custody at Schwab.

Creative Planning considers our arrangement to obtain cost reimbursements from Schwab to transition our trading software from iRebal to RedBlack. Although we believe that the products and services offered by Schwab are competitive in the marketplace for similar services offered by other broker/dealers or custodians, this arrangement with Schwab may affect our independent judgment in selecting or maintaining Schwab as the broker or custodian for clients' accounts.

The Participation and Non-Schwab Custody Fees will be based on assets in the accounts of our clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, we will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts, execute transactions at Schwab, and instruct Schwab to debit our fees directly from the accounts.

For accounts of our clients maintained in custody at Schwab, Schwab will not charge the client separately for custody but will receive compensation from our clients in the form of commissions or other transaction-related compensation on security trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker/dealers other than Schwab. Schwab's fees for trades executed at other broker/dealers are in addition to the other broker/dealer's fees. Thus, we have an incentive to cause trades to be executed through Schwab rather than another broker/dealer. We nevertheless acknowledge our duty to seek the best execution of trades for client accounts. Trades for client accounts held in custody at Schwab may be executed through a different broker/dealer than trades for our other clients. Thus, trades for accounts custodied at Schwab may be executed at different times and prices than trades for other accounts executed at other broker/dealers.

Client Referrals – Charles Schwab Trust Bank's Schwab Retirement Network

Creative Planning receives client referrals from Charles Schwab Trust Bank (CSTB) through our participation in Schwab Retirement Network (the Network). The Service is designed to help retirement plan sponsors, and fiduciaries find an independent investment advisor. CSTB is a Nevada savings bank independent of and unaffiliated with Creative Planning. CSTB does not supervise Creative Planning and has no responsibility for our management of our client's portfolios or our other advice or services. We pay CSTB fees to receive client referrals through the Network. Our participation in the Network may raise conflicts of interest described below.

Creative Planning pays Schwab a fee on all referred retirement plan sponsors or plan fiduciaries who establish accounts with us. The fee paid by us is a percentage of the value of the assets in the retirement plan's account, subject to a minimum fee to participate in the Network. We pay CSTB this participation fee for so long as we participate in the Network. CSTB bills us quarterly. We pay the fees, not retirement plans, plan sponsors, or plan fiduciaries. We will not charge clients referred through the Network fees or costs greater than the fees or costs we charge retirement plans, plan sponsors, or plan fiduciaries with similar portfolios who were not referred through the Network.

Trade Errors

On occasion, an error may be made by Creative Planning or the custodian in a client's account. For example, a security may be erroneously purchased for a client account instead of sold. In these situations, we generally seek to correct the error by placing the client account in a similar position if there had been no error at no cost to the client. Corrective steps may be taken depending on the circumstances, including canceling the trade, adjusting an allocation, and/or crediting the customer's account. In the event the trading error results in a profit, the profit is donated.

Sub-Advisors

As noted previously, the firm may use sub-advisors to manage some or all of certain clients' portfolios. The brokerage and trading practices of the Sub-Advisor will be disclosed in the Sub-Advisor's Disclosure Brochure (ADV Part 2A).

Item 13 – Review of Accounts

Reviews of clients' portfolios are conducted to ensure proper credits and debits and related matters. We review client accounts in their entirety on at least a semi-annual basis to determine any readjustment of assets according to our asset allocation model. Portfolios are also reviewed on an informal and periodic basis as needed or requested. The investment management team is primarily responsible for reviewing your individual accounts managed by the Firm. The investment management team may seek the advice of other Creative Planning advisory personnel when conducting reviews and executing strategies.

Clients are contacted at least annually regarding their financial plans. At the client's request, financial plans may be updated more frequently than annually. The financial plan includes a Net Worth Statement, retirement projections, education projections, asset allocation analysis and recommendations, diversification recommendations, a risk tolerance assessment, a risk management review, an estate planning review, as well as additional issues. We review a client's financial situation in detail.

Each client remains responsible for notifying Creative Planning if there is any change to their financial situation or investment objectives for the purpose of reviewing/evaluating/revising Creative Planning's previous recommendations and/or services. Your investment advisor representative is the primary person responsible for preparing and updating financial plans but can seek the assistance of other advisory personnel at our discretion. You can call, e-mail, or schedule in-person or virtual meetings with your investment advisor representative as often as needed.

Statements and Reports

For clients with accounts managed through our Portfolio Management Services, we provide quarterly reports which are prepared and distributed by ORION Advisor Services, LLC. The reports include current holdings, current asset allocations, performance, and other relevant information. Clients who have engaged a sub-advisor may also receive reports from the sub-advisor. In addition, clients receive account statements directly from the custodian holding the client's account(s). Account statements are delivered at least quarterly. Clients are urged to compare the reports and statements provided by us or their sub-advisor against the account statements delivered directly from the custodian.

Item 14 – Client Referrals and Other Compensation

Client Referrals

In addition to the referral arrangements referenced in Item 12, we have established several other arrangements whereby we compensate individuals and outside entities for client referrals. When a client is introduced to us by either an unaffiliated or an affiliated person or company, we pay the referring party a portion of the client's total investment management fee in accordance with the requirements of applicable federal and state rules. For example, employees of the Firm or one of our affiliates may refer clients to us. In these cases, we compensate the referring individual by paying a percentage of the total fee charged by the Firm to the client. Outside entities are compensated by either a percentage of the revenue earned by the Firm on the client relationship or a flat fee. Creative Planning has also entered agreements whereby both Creative Planning and the other entity refer clients to one another in a manner consistent with their respective fiduciary duties.

When a prospective client is introduced to us by an unaffiliated referring party, the referring party, at the time of initially introducing Creative Planning, is required to disclose the nature of the referral arrangement and must provide the prospective client with a copy of their specific promoter disclosure statement which explains the terms of the arrangement between Creative Planning and the referring party, including the compensation to be received by the referring party from Creative Planning. Affiliates and employees of Creative Planning that refer clients and receive compensation from our Firm must disclose the nature of their relationship with Creative Planning to prospective clients at the time of the referral.

Creative Planning has entered a solicitor arrangement whereby we may refer a client to a third party for services that Creative Planning is not engaged in. In scenarios where the referred clients elect to engage the third party, Creative Planning will receive a portion of the management fee paid to the third party. This creates a conflict of interest as there is an incentive for Creative Planning to refer to a particular third party. At the time of the recommendation, all necessary disclosure documents will be delivered to the client.

Charles Schwab

We receive an economic benefit from Schwab to be used towards technology, research, marketing, and compliance consulting-related expenses, in evaluating whether to recommend that clients custody their assets at Schwab, we consider this benefit and other arrangements noted in Item 12 as part of the total mix of factors, we consider which create a conflict of

interest. As part of our fiduciary duty to clients, we always endeavor to put the interests of our clients first. Clients should be aware that the receipt of economic benefits by us or our related persons creates a conflict of interest and may influence our choice for custody and brokerage services.

Affiliated Non-Investment Advisory Retirement Plan Recordkeeping and Third-Party Administration Companies

As described above, Creative Planning owns CPTPA. CPTPA provides retirement plan recordkeeping and/or third-party administration services.

In the case of plans served by CPTPA, CPTPA engages the services of TPP, a “sub-contractor” as that term is defined in ERISA Sec. 408(b)(2), to perform ministerial services, such as recordkeeping, third-party administration, and technology-based services. TPP collects the fees described in the CPTPA agreement directly, and TPP pays a portion of those fees to CPTPA. As disclosed in the CPTPA agreement, any fees received by TPP because of investments held by the Plan are used to offset the fees that would be otherwise owed directly by the Plan to CPTPA.

This arrangement presents a conflict of interest when we recommend the services of CPTPA, given that CPTPA is owned by Creative Planning. To help mitigate this conflict, our policy is to conduct periodic reviews of fees charged by other firms providing similar recordkeeping and third-party administration services as those provided by CPTPA and to disclose our findings to clients of CPTPA. This is done to demonstrate that fees received by us are reasonable compared to other companies providing similar services.

Referrals Between Creative Planning’s Wealth Management and Retirement Plan Services Division

Our Retirement Plan Services division, Corporate Retirement & Fiduciary Services division, and Creative Planning’s Wealth Management team will each recommend each other’s services to their respective clients. Employees receive referral fees for clients referred to the other division, so a conflict of interests exists to the extent that an employee of one division recommends the services of the other, and the recommendation could be made because of the benefit received by the employee rather than the client’s best interest. To mitigate such conflicts, we have limited the referral-based compensation arrangements to only apply to “ministerial” or “administrative” recommendations (vs. investment advice or management services as defined under ERISA Sec. 3(21)(A)); furthermore, clients are under no obligation to engage either party for the recommended services. Any referral fees paid or received by employees of either division will not increase the amount of fees you pay.

Sponsorship of Corporate Events and Community Education Events

As noted in Item 12 above, we receive an economic benefit in the form of support products and services made available to us and other independent investment advisors that have client accounts maintained at various custodians. Companies that custody client accounts or manage securities and other assets (which are used in Creative Planning accounts) from mutual funds, exchange-traded funds, institutional investors, and clients of independent financial advisors including, but not limited to, TD Ameritrade, Charles Schwab, Fidelity, Dimensional Funds Advisors LP, BlackRock, Goldman Sachs, and Vanguard, will also from time to time sponsor or host Creative Planning events such as conferences and seminars, in addition to providing support products and services. This may include direct payment to vendors or reimbursement of expenses incurred by us in connection with hosting educational, training, or other events for our clients or employees. Such hosting or sponsorship provides direct and indirect economic benefits to us and creates a conflict of interest that could influence us to include products or services offered by these sponsoring companies in our portfolios. Creative Planning never receives a kickback, consulting, or revenue-sharing fee for recommending specific investments to its clients.

The Firm’s Retirement Services include providing recommendations to plan sponsors on unaffiliated plan providers and/or fund companies. There may be times when the plan providers or the fund companies will provide travel expenses to attend certain conferences, educational meetings, and other industry events that may include airfare, lodging, meals, entertainment, and registration costs. The Firm’s representatives do not receive any compensation from these vendors.

The Firm created Pathway Financial Education (PFE), a 501(c)(3) organization, to provide training and education to small business owners and community members about financial literacy and capital access in underserved communities in the Kansas City area. Some of the companies referenced in the previous paragraph or others may also contribute towards PFE. These contributions create a conflict of interest that could influence us to include products or services offered by these sponsoring companies in our portfolios. Creative Planning never receives a kickback, consulting, or revenue-sharing fee for recommending specific investments to its clients.

Other Compensation

Creative Planning's related persons, that are insurance agents and insurance agencies receive commissions and other incentive awards for the recommendation/sale of insurance products. Receiving this compensation may affect the judgment of our related persons when recommending products to its clients. While our related persons endeavor at all times to put the interest of the clients first as a part of our fiduciary duty, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest and may affect the judgment of insurance agents when making insurance product recommendations.

The Firm has implemented a partnership program whereby employees may be granted partnership units and/or may purchase partnership units based on the length of service to the Firm and/or attainment of certain performance metrics. In addition, all employees of the Firm are eligible for discretionary awards based on Firmwide revenue growth objectives.

Please refer to Item 12 – Brokerage Practices for a description of the various other economic benefits received through our brokerage arrangements.

Item 15 - Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

Creative Planning is deemed to have custody of client funds and securities whenever the Firm is given the authority to have fees deducted directly from client accounts. We have the ability to deduct our advisory fee from the client's custodial account. Clients are provided with written transaction confirmation notices and a written summary account statement directly from the custodian (i.e., TD Ameritrade, Schwab, Fidelity, etc.) at least quarterly. To the extent that we provide clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian. The account custodian does not verify the accuracy of our advisory fee calculation.

There are some trust clients for which our Firm's employees or an affiliated trust company (Creative Planning Trust Company) serves as trustees. Serving as a trustee for clients is another form of custody. There are also accounts held at qualified custodians in the registration name of the client, where the client has provided Creative Planning with the authority to disburse client assets to an account not in the name of the client. The ability to disburse client assets to a third party is another form of custody.

Creative Planning offers a 'family office' service to clients whereby the Firm will pay bills on behalf of clients. This arrangement is also a form of custody.

For accounts in which Creative Planning or its related companies is deemed to have custody, the Firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client

under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address, and the manner in which the funds or securities are maintained.

For accounts that the Firm is deemed to have custody of, other than the ability to deduct fees, we have engaged an independent public accounting firm not affiliated with Creative Planning to perform an annual surprise verification examination. The purpose of such an examination is to verify that the funds and securities held in accounts actually exist and are located at the applicable qualified custodian.

Item 16 – Investment Discretion

Upon receiving written authorization from the client in our standard client agreement, Creative Planning provides discretionary investment advisory services for client accounts. When discretionary authority is granted, we will have the authority to determine the type of securities, number of securities, and quantity of securities that can be bought or sold for the client portfolio without obtaining the client's consent for each transaction.

We may elect to purchase bonds through bond brokers in order to obtain a better price for the client and then have the bonds delivered to the client's brokerage account. This practice is called "trading away." This is the only case in which we select a broker to be used without specific client consent. The client's primary broker/dealer-custodian typically charges the client a transaction fee for "trading away" through other brokers.

For clients for whom a Sub-Advisor has been engaged, the Sub-Advisor will have discretionary authority to buy, sell, exchange, and otherwise trade securities within the client account. The investment strategies of the Sub-Advisor will be disclosed in their Disclosure Brochure (ADV Part 2A).

In limited situations, a client will be allowed to grant trading authorization on a non-discretionary basis. In these cases, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations, including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are unable to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations, and we may not achieve an optimal trading price.

With respect to our Retirement Plan Services described above, Creative Planning, at the request of a plan sponsor (or plan participant in the case of managed asset allocation models), may be granted limited discretionary authority to select and replace investment alternatives for the plan (or to allocate, reallocate and rebalance model portfolios for plan participants). When such plans are covered by Title I of ERISA, Creative Planning has agreed to provide such services as an "investment manager," and a "fiduciary" as such terms are defined in ERISA Sec. 3(38) and 3(21), respectively.

All clients have the ability to place reasonable restrictions on the types of investments that may be purchased in an account. Clients may also place reasonable limitations on the discretionary power granted to our Firm so long as the limitations are specifically set forth in or included as an attachment to the client agreement. However, we reserve the right to not accept any discretionary or non-discretionary trading arrangements proposed by a client.

Item 17 – Voting Client Securities

It is the policy of Creative Planning not to vote proxies on behalf of clients. It is the client's ultimate responsibility to select and make all proxy voting decisions to vote all proxies for securities held in their accounts. As noted previously, however, Creative Planning has acquired other advisory firms, and certain legacy clients of these firms may have had their proxies voted by the acquired firm. This practice may continue for a period of time post-acquisition, subject to the acquired firm's policies until the proxy voting arrangement can be terminated at the custodian by Creative Planning.

Clients should receive proxy notices directly from their custodian, issuer, or transfer agent, as we will not deliver them. Although we do not vote for client proxies, if you have a question about these items, feel free to contact your wealth manager.

Clients for whom the Firm has engaged a Sub-Advisor will be subject to the Sub-Advisor's proxy voting and corporate actions policy. The policy and the applicable client agreement will be disclosed in Item 17 of the Sub-Advisor's Disclosure Brochure (ADV Part 2A).

Clients who utilize Trust Services through an affiliated trust company of Creative Planning will have their proxies handled pursuant to the proxy voting policy of the affiliated trust company. Trust Services clients are advised to contact their trust officer for more information regarding their proxy voting policy.

Item 18 – Financial Information

This item is not applicable to this brochure. Creative Planning does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. The Firm is not subject to a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. Finally, we have never been the subject of a bankruptcy petition.

Nationwide Retirement Active Core - Passive THROUGH TDF S2 - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Equity				
US Fund Large Growth	Putnam Large Cap Growth R6	GHLA	PGOEX	0.54
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
US Fund Large Value	Vanguard Windsor™ Admiral™	CXBA	VWVNX	0.32
US Fund Mid-Cap Value	Victory Sycamore Established Value R6	DUFA	VEVRX	0.54
US Fund Small Growth	Nationwide Geneva Small Cap Gr R6	CHFA	NWKCX	0.83
US Fund Mid-Cap Growth	Principal MidCap R-6	ENYA	PMAQX	0.6
US Fund Foreign Large Value	Artisan International Value Instl	DRMA	APHKX	1.03
International Equity Index	Vanguard Total Intl Stock Index Admiral	CSZA	VTIAX	0.12
US Fund Foreign Large Growth	DFA International Large Cap Growth	ERMA	DILRX	0.29
US Fund Diversified Emerging Mkts	American Funds New World R6	RNWA	RNWXG	0.57
Equity - Environmental, Social, and Corporate Governance (ESG)				
US Fund Large Growth	Brown Advisory Sustainable Growth I	GEJA	BAFWX	0.64
US Fund Foreign Large Growth	Calvert International Equity R6	GELA	CIESX	0.85
Fixed Income				
US Fund Short Government	Vanguard Short-Term Federal Adm	CWTA	VSGDX	0.1
US Fund Short-Term Bond	Federated Hermes Shrt-Interm TR Bd R6	GHGA	SRBRX	0.37
US Fund Intermediate Core-Plus Bond	Baird Core Plus Bond Inst	DJUA	BCOIX	0.3
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
US Fund Intermediate Government	Vanguard GNMA Adm	CWHA	VFIJX	0.11
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
US Fund Global Bond-USD Hedged	PIMCO International Bond (USD-Hdg) Instl	BPPA	PFORX	0.63
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
US Fund Real Estate	Cohen & Steers Real Estate Securities Z	DRQA	CSZIX	0.75
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
US Fund Nontraditional Bond	BlackRock Strategic Income Opps K	FOOA	BSIKX	0.62
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	BlackRock 80/20 Target Allocation Instl	DHZA	BIAPX	0.06

Nationwide Retirement Active Core - Passive THROUGH TDF S2 - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Asset Allocation - Environmental, Social, and Corporate Governance (ESG)				
US Fund Moderate Allocation	Impax Sustainable Allocation Instl	PAIA	PAXIX	0.57
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
US Fund Target-Date 2005	Fidelity Freedom Index 2005 Instl Prem	FNPA	FFGFX	0.08
US Fund Target-Date 2000-2010	Fidelity Freedom Index 2010 Instl Prem	FNQA	FFWTX	0.08
US Fund Target-Date 2015	Fidelity Freedom Index 2015 Instl Prem	FNRA	FIWFX	0.08
US Fund Target-Date 2020	Fidelity Freedom Index 2020 Instl Prem	FNSA	FIWTX	0.08
US Fund Target-Date 2025	Fidelity Freedom Index 2025 Instl Prem	FNTA	FFEDX	0.08
US Fund Target-Date 2030	Fidelity Freedom Index 2030 Instl Prem	FNUA	FFEGX	0.08
US Fund Target-Date 2035	Fidelity Freedom Index 2035 Instl Prem	FNVA	FFEZX	0.08
US Fund Target-Date 2040	Fidelity Freedom Index 2040 Instl Prem	FNWA	FFIZX	0.08
US Fund Target-Date 2045	Fidelity Freedom Index 2045 Instl Prem	FNXA	FFOLX	0.08
US Fund Target-Date 2050	Fidelity Freedom Index 2050 Instl Prem	FNYA	FFOPX	0.08
US Fund Target-Date 2055	Fidelity Freedom Index 2055 Instl Prem	FNZA	FFLDX	0.08
US Fund Target-Date 2060	Fidelity Freedom Index 2060 Instl Prem	FOBA	FFLEX	0.08
US Fund Target-Date 2065+	Fidelity Freedom Index 2065 Instl Prm	FOCA	FFIKX	0.08
US Fund Target-Date Retirement	Fidelity Freedom Index Inc Instl Prem	FODA	FFGZX	0.08

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
 If the target date fund option is selected as the QDIA, the Fidelity Investments Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Retirement Active Core - Passive THROUGH TDF S2 - Comprehensive**Updated As Of: May 08, 2024****Nationwide Fixed Select Contract - Not Listed**

This contract requires competing funds restrictions, which include Money Market and various Short-Duration Bond funds where available and are listed in the Fixed Income category. Additional paperwork is required to establish the Nationwide Fixed Select Contract. This option must be approved and available for the plan type in the plan's state of jurisdiction, and requires that the plan's advisor is appropriately licensed to sell such product.

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Nationwide Retirement Active Core - Active THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	Prospectus Net Expense Ratio
Equity				
US Fund Large Growth	Putnam Large Cap Growth R6	GHLA	PGOEX	0.54
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
US Fund Large Value	Vanguard Windsor™ Admiral™	CXBA	VWVNX	0.32
US Fund Mid-Cap Value	Victory Sycamore Established Value R6	DUFA	VEVRX	0.54
US Fund Small Growth	Nationwide Geneva Small Cap Gr R6	CHFA	NWKCX	0.83
US Fund Mid-Cap Growth	Principal MidCap R-6	ENYA	PMAQX	0.6
US Fund Foreign Large Value	Artisan International Value Instl	DRMA	APHKX	1.03
International Equity Index	Vanguard Total Intl Stock Index Admiral	CSZA	VTIAX	0.12
US Fund Foreign Large Growth	DFA International Large Cap Growth	ERMA	DILRX	0.29
US Fund Diversified Emerging Mkts	American Funds New World R6	RNWA	RNWXG	0.57
Equity - Environmental, Social, and Corporate Governance (ESG)				
US Fund Large Growth	Brown Advisory Sustainable Growth I	GEJA	BAFWX	0.64
US Fund Foreign Large Growth	Calvert International Equity R6	GELA	CIESX	0.85
Fixed Income				
US Fund Short Government	Vanguard Short-Term Federal Adm	CWTA	VSGDX	0.1
US Fund Short-Term Bond	Federated Hermes Shrt-Interm TR Bd R6	GHGA	SRBRX	0.37
US Fund Intermediate Core-Plus Bond	Baird Core Plus Bond Inst	DJUA	BCOIX	0.3
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
US Fund Intermediate Government	Vanguard GNMA Adm	CWHA	VFIJX	0.11
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
US Fund Global Bond-USD Hedged	PIMCO International Bond (USD-Hdg) Instl	BPPA	PFORX	0.63
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
US Fund Real Estate	Cohen & Steers Real Estate Securities Z	DRQA	CSZIX	0.75
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
US Fund Nontraditional Bond	BlackRock Strategic Income Opps K	FOOA	BSIKX	0.62
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	BlackRock 80/20 Target Allocation Instl	DHZA	BIAPX	0.06

Nationwide Retirement Active Core - Active THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Asset Allocation - Environmental, Social, and Corporate Governance (ESG)				
US Fund Moderate Allocation	Impax Sustainable Allocation Instl	PAIA	PAXIX	0.57
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
US Fund Target-Date 2000-2010	American Funds 2010 Trgt Date Retire R6	RFTA	RFTTX	0.29
US Fund Target-Date 2015	American Funds 2015 Trgt Date Retire R6	RFJA	RFJTX	0.3
US Fund Target-Date 2020	American Funds 2020 Trgt Date Retire R6	RRCA	RRCTX	0.31
US Fund Target-Date 2025	American Funds 2025 Trgt Date Retire R6	RFDA	RFDTX	0.32
US Fund Target-Date 2030	American Funds 2030 Trgt Date Retire R6	RFEA	RFETX	0.33
US Fund Target-Date 2035	American Funds 2035 Trgt Date Retire R6	RFFA	RFFTX	0.35
US Fund Target-Date 2040	American Funds 2040 Trgt Date Retire R6	RFGA	RFGTX	0.37
US Fund Target-Date 2045	American Funds 2045 Trgt Date Retire R6	RFHA	RFHTX	0.37
US Fund Target-Date 2050	American Funds 2050 Trgt Date Retire R6	RFIA	RFITX	0.38
US Fund Target-Date 2055	American Funds 2055 Trgt Date Retire R6	BEGA	RFKTX	0.38
US Fund Target-Date 2060	American Funds 2060 Trgt Date Retire R6	CXSA	RFUTX	0.39
US Fund Target-Date 2065	American Funds 2065 Trgt Date Retire R6	GCEA	RFVTX	0.39

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the American Funds Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

This contract requires competing funds restrictions, which include Money Market and various Short-Duration Bond funds where available and are listed in the Fixed Income category. Additional paperwork is required to establish the Nationwide Fixed Select Contract. This option must be approved and available for the plan type in the plan's state of jurisdiction, and requires that the plan's advisor is appropriately licensed to sell such product.

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Nationwide Retirement Active Core - Active THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Nationwide Retirement Active Core - Active TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Equity				
US Fund Large Growth	Putnam Large Cap Growth R6	GHLA	PGOEX	0.54
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
US Fund Large Value	Vanguard Windsor™ Admiral™	CXBA	VWVNX	0.32
US Fund Mid-Cap Value	Victory Sycamore Established Value R6	DUFA	VEVRX	0.54
US Fund Small Growth	Nationwide Geneva Small Cap Gr R6	CHFA	NWKCX	0.83
US Fund Mid-Cap Growth	Principal MidCap R-6	ENYA	PMAQX	0.6
US Fund Foreign Large Value	Artisan International Value Instl	DRMA	APHKX	1.03
International Equity Index	Vanguard Total Intl Stock Index Admiral	CSZA	VTIAX	0.12
US Fund Foreign Large Growth	DFA International Large Cap Growth	ERMA	DILRX	0.29
US Fund Diversified Emerging Mkts	American Funds New World R6	RNWA	RNWXG	0.57
Equity - Environmental, Social, and Corporate Governance (ESG)				
US Fund Large Growth	Brown Advisory Sustainable Growth I	GEJA	BAFWX	0.64
US Fund Foreign Large Growth	Calvert International Equity R6	GELA	CIESX	0.85
Fixed Income				
US Fund Short Government	Vanguard Short-Term Federal Adm	CWTA	VSGDX	0.1
US Fund Short-Term Bond	Federated Hermes Shrt-Interm TR Bd R6	GHGA	SRBRX	0.37
US Fund Intermediate Core-Plus Bond	Baird Core Plus Bond Inst	DJUA	BCOIX	0.3
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
US Fund Intermediate Government	Vanguard GNMA Adm	CWHA	VFIJX	0.11
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
US Fund Global Bond-USD Hedged	PIMCO International Bond (USD-Hdg) Instl	BPPA	PFORX	0.63
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
US Fund Real Estate	Cohen & Steers Real Estate Securities Z	DRQA	CSZIX	0.75
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
US Fund Nontraditional Bond	BlackRock Strategic Income Opps K	FOOA	BSIKX	0.62
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	BlackRock 80/20 Target Allocation Instl	DHZA	BIAPX	0.06

Nationwide Retirement Active Core - Active TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Asset Allocation - Environmental, Social, and Corporate Governance (ESG)				
US Fund Moderate Allocation	Impax Sustainable Allocation Instl	PAIA	PAXIX	0.57
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
US Fund Target-Date 2025	MFS Lifetime 2025 R6	EUPA	LTTKX	0.33
US Fund Target-Date 2030	MFS Lifetime 2030 R6	EUQA	MLTKX	0.37
US Fund Target-Date 2035	MFS Lifetime 2035 R6	EUQA	LFEKX	0.41
US Fund Target-Date 2040	MFS Lifetime 2040 R6	EUTA	MLFKX	0.43
US Fund Target-Date 2045	MFS Lifetime 2045 R6	EUUA	LTMLX	0.44
US Fund Target-Date 2050	MFS Lifetime 2050 R6	EUVA	MFFKX	0.44
US Fund Target-Date 2055	MFS Lifetime 2055 R6	EUWA	LFIKX	0.44
US Fund Target-Date 2060	MFS Lifetime 2060 R6	EUXA	MFJKX	0.45
US Fund Target-Date Retirement	MFS Lifetime Income R6	EUYA	MLLKX	0.33

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the MFS Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

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Nationwide Retirement Active Core - Passive TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Equity				
US Fund Large Growth	Putnam Large Cap Growth R6	GHLA	PGOEX	0.54
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
US Fund Large Value	Vanguard Windsor™ Admiral™	CXBA	VWNEX	0.32
US Fund Mid-Cap Value	Victory Sycamore Established Value R6	DUFA	VEVRX	0.54
US Fund Small Growth	Nationwide Geneva Small Cap Gr R6	CHFA	NWKCX	0.83
US Fund Mid-Cap Growth	Principal MidCap R-6	ENYA	PMAQX	0.6
US Fund Foreign Large Value	Artisan International Value Instl	DRMA	APHKX	1.03
International Equity Index	Vanguard Total Intl Stock Index Admiral	CSZA	VTIAX	0.12
US Fund Foreign Large Growth	DFA International Large Cap Growth	ERMA	DILRX	0.29
US Fund Diversified Emerging Mkts	American Funds New World R6	RNWA	RNWXG	0.57
Equity - Environmental, Social, and Corporate Governance (ESG)				
US Fund Large Growth	Brown Advisory Sustainable Growth I	GEJA	BAFWX	0.64
US Fund Foreign Large Growth	Calvert International Equity R6	GELA	CIESX	0.85
Fixed Income				
US Fund Short Government	Vanguard Short-Term Federal Adm	CWTA	VSGDX	0.1
US Fund Short-Term Bond	Federated Hermes Shrt-Interm TR Bd R6	GHGA	SRBRX	0.37
US Fund Intermediate Core-Plus Bond	Baird Core Plus Bond Inst	DJUA	BCOIX	0.3
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
US Fund Intermediate Government	Vanguard GNMA Adm	CWHA	VFIJX	0.11
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
US Fund Global Bond-USD Hedged	PIMCO International Bond (USD-Hdg) Instl	BPPA	PFORX	0.63
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
US Fund Real Estate	Cohen & Steers Real Estate Securities Z	DRQA	CSZIX	0.75
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
US Fund Nontraditional Bond	BlackRock Strategic Income Opps K	FOOA	BSIKX	0.62
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	BlackRock 80/20 Target Allocation Instl	DHZA	BIAPX	0.06

Nationwide Retirement Active Core - Passive TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Asset Allocation - Environmental, Social, and Corporate Governance (ESG)				
US Fund Moderate Allocation	Impax Sustainable Allocation Instl	PAIA	PAXIX	0.57
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
Target Date 2021-2025	BlackRock LifePath® Index 2025 K	CJZA	LIBKX	0.09
Target Date 2026-2030	BlackRock LifePath® Index 2030 K	CKAA	LINKX	0.09
Target Date 2031-2035	BlackRock LifePath® Index 2035 K	CKBA	LIJKX	0.09
Target Date 2036-2040	BlackRock LifePath® Index 2040 K	CKCA	LIKXX	0.09
Target Date 2041-2045	BlackRock LifePath® Index 2045 K	CKDA	LIHKX	0.09
Target Date 2046-2050	BlackRock LifePath® Index 2050 K	CKEA	LIPKX	0.09
Target Date 2056-2060	BlackRock LifePath® Index 2055 K	CKFA	LIVKX	0.09
US Fund Target-Date 2060	BlackRock LifePath® Index 2060 K	DMHA	LIZKX	0.09
US Fund Target-Date 2065	BlackRock LifePath® Index 2065 K	FOMA	LIWKX	0.09
Retirement Income	BlackRock LifePath® Index Retire K	CKGA	LIRKX	0.09

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the BlackRock Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

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Nationwide Retirement Active Core - Passive THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio +
Equity				
US Fund Large Growth	Putnam Large Cap Growth R6	GHLA	PGOEX	0.54
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
US Fund Large Value	Vanguard Windsor™ Admiral™	CXBA	VWVNX	0.32
US Fund Mid-Cap Value	Victory Sycamore Established Value R6	DUFA	VEVRX	0.54
US Fund Small Growth	Nationwide Geneva Small Cap Gr R6	CHFA	NWKCX	0.83
US Fund Mid-Cap Growth	Principal MidCap R-6	ENYA	PMAQX	0.6
US Fund Foreign Large Value	Artisan International Value Instl	DRMA	APHKX	1.03
International Equity Index	Vanguard Total Intl Stock Index Admiral	CSZA	VTIAX	0.12
US Fund Foreign Large Growth	DFA International Large Cap Growth	ERMA	DILRX	0.29
US Fund Diversified Emerging Mkts	American Funds New World R6	RNWA	RNWXG	0.57
Equity - Environmental, Social, and Corporate Governance (ESG)				
US Fund Large Growth	Brown Advisory Sustainable Growth I	GEJA	BAFWX	0.64
US Fund Foreign Large Growth	Calvert International Equity R6	GELA	CIESX	0.85
Fixed Income				
US Fund Short Government	Vanguard Short-Term Federal Adm	CWTA	VSGDX	0.1
US Fund Short-Term Bond	Federated Hermes Shrt-Interm TR Bd R6	GHGA	SRBRX	0.37
US Fund Intermediate Core-Plus Bond	Baird Core Plus Bond Inst	DJUA	BCOIX	0.3
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
US Fund Intermediate Government	Vanguard GNMA Adm	CWHA	VFIJX	0.11
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
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Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
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US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
US Fund Nontraditional Bond	BlackRock Strategic Income Opps K	FOOA	BSIKX	0.62
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	BlackRock 80/20 Target Allocation Instl	DHZA	BIAPX	0.06

Nationwide Retirement Active Core - Passive THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio +
Asset Allocation - Environmental, Social, and Corporate Governance (ESG)				
US Fund Moderate Allocation	Impax Sustainable Allocation Instl	PAIA	PAXIX	0.57
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
Target Date 2000-2010	TIAA-CREF Lifecycle Index 2010 Instl	DMOA	TLTIX	0.1
Target Date 2011-2015	TIAA-CREF Lifecycle Index 2015 Instl	DMPA	TLFIX	0.1
Target Date 2016-2020	TIAA-CREF Lifecycle Index 2020 Instl	DMQA	TLWIX	0.1
Target Date 2021-2025	TIAA-CREF Lifecycle Index 2025 Instl	DMUA	TLQIX	0.1
Target Date 2026-2030	TIAA-CREF Lifecycle Index 2030 Instl	DMWA	TLHIX	0.1
Target Date 2031-2035	TIAA-CREF Lifecycle Index 2035 Instl	DMXA	TLYIX	0.1
Target Date 2036-2040	TIAA-CREF Lifecycle Index 2040 Instl	DMYA	TLZIX	0.1
Target Date 2041-2045	TIAA-CREF Lifecycle Index 2045 Instl	DMZA	TLXIX	0.1
Target Date 2046-2050	TIAA-CREF Lifecycle Index 2050 Instl	DNBA	TLLIX	0.1
Target Date 2051-2055	TIAA-CREF Lifecycle Index 2055 Instl	DNCA	TTIIX	0.1
Target Date 2056-2060	TIAA-CREF Lifecycle Index 2060 Instl	DNDA	TVIIX	0.1
US Fund Target-Date 2065	TIAA-CREF Lifecycle Index 2065 Instl	GFIA	TFITX	0.1
Retirement Income	TIAA-CREF Lifecycle Index Ret Inc Instl	DNEA	TRILX	0.1

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the TIAA Investments Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Retirement Active Core - Passive THROUGH TDF - Comprehensive**Updated As Of: May 08, 2024****Nationwide Fixed Select Contract - Not Listed**

This contract requires competing funds restrictions, which include Money Market and various Short-Duration Bond funds where available and are listed in the Fixed Income category. Additional paperwork is required to establish the Nationwide Fixed Select Contract. This option must be approved and available for the plan type in the plan's state of jurisdiction, and requires that the plan's advisor is appropriately licensed to sell such product.

The letter "C" after a Fund name indicates Fund house closed the subject fund for new investors.

+ Net Of Clear Credit if applicable.

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Nationwide Retirement Index Core - Passive THROUGH TDF S2 - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Equity				
Large Growth Index	Vanguard Growth Index Admiral	CSRA	VIGAX	0.05
Large Value Index	Vanguard Value Index Adm	CTAA	VVIAX	0.05
Mid-Cap Index	Vanguard Mid Cap Index Admiral	CSSA	VIMAX	0.05
Small-Cap Index	Vanguard Small Cap Index Adm	CSXA	VSMAX	0.05
International Equity Index	Vanguard Developed Markets Index Admiral	CWCA	VTMGX	0.07
Emerging Market Index	Vanguard Emerging Mkts Stock Idx Adm	CSOA	VEMAX	0.14
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
Equity - Environmental, Social, and Corporate Governance (ESG)				
International Equity Index	Calvert International Responsible Idx R6	FSUA	CDHRX	0.26
Large Blend Index	Vanguard FTSE Social Index Admiral	FLIA	VFTAX	0.14
Fixed Income				
Intermediate Govt Bond Index	Vanguard Intmdt-Term Trs Idx Admiral	CZJA	VSIGX	0.07
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
Short-Term Bond Index	Vanguard Short-Term Bond Index Adm	CSWA	VBIRX	0.07
Short-Term Corp Bond Index	Vanguard Short-Term Corp Bd Idx Admiral	CZLA	VSCSX	0.07
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
REIT Index	Vanguard Real Estate Index Admiral	CSUA	VGSLX	0.12
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	Fidelity Multi-Asset Index	DKJA	FFNOX	0.11
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
US Fund Target-Date 2005	Fidelity Freedom Index 2005 Instl Prem	FNPA	FFGFX	0.08
US Fund Target-Date 2000-2010	Fidelity Freedom Index 2010 Instl Prem	FNQA	FFWTX	0.08
US Fund Target-Date 2015	Fidelity Freedom Index 2015 Instl Prem	FNRA	FIWFX	0.08
US Fund Target-Date 2020	Fidelity Freedom Index 2020 Instl Prem	FNSA	FIWTX	0.08

Nationwide Retirement Index Core - Passive THROUGH TDF S2 - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
US Fund Target-Date 2025	Fidelity Freedom Index 2025 Instl Prem	FNTA	FFEDX	0.08
US Fund Target-Date 2030	Fidelity Freedom Index 2030 Instl Prem	FNUA	FFEGX	0.08
US Fund Target-Date 2035	Fidelity Freedom Index 2035 Instl Prem	FNVA	FFEZX	0.08
US Fund Target-Date 2040	Fidelity Freedom Index 2040 Instl Prem	FNWA	FFIZX	0.08
US Fund Target-Date 2045	Fidelity Freedom Index 2045 Instl Prem	FNXA	FFOLX	0.08
US Fund Target-Date 2050	Fidelity Freedom Index 2050 Instl Prem	FNVA	FFOPX	0.08
US Fund Target-Date 2055	Fidelity Freedom Index 2055 Instl Prem	FNZA	FFLDX	0.08
US Fund Target-Date 2060	Fidelity Freedom Index 2060 Instl Prem	FOBA	FFLEX	0.08
US Fund Target-Date 2065+	Fidelity Freedom Index 2065 Instl Prm	FOCA	FFIKX	0.08
US Fund Target-Date Retirement	Fidelity Freedom Index Inc Instl Prem	FODA	FFGZX	0.08

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the Fidelity Investments Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

This contract requires competing funds restrictions, which include Money Market and various Short-Duration Bond funds where available and are listed in the Fixed Income category. Additional paperwork is required to establish the Nationwide Fixed Select Contract. This option must be approved and available for the plan type in the plan's state of jurisdiction, and requires that the plan's advisor is appropriately licensed to sell such product.

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Nationwide Retirement Index Core - Passive TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Equity				
Large Growth Index	Vanguard Growth Index Admiral	CSRA	VIGAX	0.05
Large Value Index	Vanguard Value Index Adm	CTAA	VVIAX	0.05
Mid-Cap Index	Vanguard Mid Cap Index Admiral	CSSA	VIMAX	0.05
Small-Cap Index	Vanguard Small Cap Index Adm	CSXA	VSMAX	0.05
International Equity Index	Vanguard Developed Markets Index Admiral	CWCA	VTMGX	0.07
Emerging Market Index	Vanguard Emerging Mkts Stock Idx Adm	CSOA	VEMAX	0.14
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
Equity - Environmental, Social, and Corporate Governance (ESG)				
International Equity Index	Calvert International Responsible Idx R6	FSUA	CDHRX	0.26
Large Blend Index	Vanguard FTSE Social Index Admiral	FLIA	VFTAX	0.14
Fixed Income				
Intermediate Govt Bond Index	Vanguard Intmdt-Term Trs Idx Admiral	CZJA	VSIGX	0.07
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
Short-Term Bond Index	Vanguard Short-Term Bond Index Adm	CSWA	VBIRX	0.07
Short-Term Corp Bond Index	Vanguard Short-Term Corp Bd Idx Admiral	CZLA	VSCSX	0.07
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
REIT Index	Vanguard Real Estate Index Admiral	CSUA	VGSLX	0.12
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	Fidelity Multi-Asset Index	DKJA	FFNOX	0.11
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
Target Date 2021-2025	BlackRock LifePath® Index 2025 K	CJZA	LIBKX	0.09
Target Date 2026-2030	BlackRock LifePath® Index 2030 K	CKAA	LINKX	0.09
Target Date 2031-2035	BlackRock LifePath® Index 2035 K	CKBA	LIJKX	0.09
Target Date 2036-2040	BlackRock LifePath® Index 2040 K	CKCA	LIKXK	0.09

Nationwide Retirement Index Core - Passive TO TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio
Target Date 2041-2045	BlackRock LifePath® Index 2045 K	CKDA	LIHKX	0.09
Target Date 2046-2050	BlackRock LifePath® Index 2050 K	CKEA	LIPKX	0.09
Target Date 2056-2060	BlackRock LifePath® Index 2055 K	CKFA	LIVKX	0.09
US Fund Target-Date 2060	BlackRock LifePath® Index 2060 K	DMHA	LIZKX	0.09
US Fund Target-Date 2065	BlackRock LifePath® Index 2065 K	FOMA	LIWKX	0.09
Retirement Income	BlackRock LifePath® Index Retire K	CKGA	LIRKX	0.09

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option

If the target date fund option is selected as the QDIA, the BlackRock Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

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Nationwide Retirement Index Core - Passive THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio +
Equity				
Large Growth Index	Vanguard Growth Index Admiral	CSRA	VIGAX	0.05
Large Value Index	Vanguard Value Index Adm	CTAA	VVIAX	0.05
Mid-Cap Index	Vanguard Mid Cap Index Admiral	CSSA	VIMAX	0.05
Small-Cap Index	Vanguard Small Cap Index Adm	CSXA	VSMAX	0.05
International Equity Index	Vanguard Developed Markets Index Admiral	CWCA	VTMGX	0.07
Emerging Market Index	Vanguard Emerging Mkts Stock Idx Adm	CSOA	VEMAX	0.14
S&P 500 Index	Fidelity 500 Index	EVMA	FXAIX	0.015
Total Stock Market Index	Vanguard Total Stock Mkt Idx Adm	CUQA	VTSAX	0.04
Equity - Environmental, Social, and Corporate Governance (ESG)				
International Equity Index	Calvert International Responsible Idx R6	FSUA	CDHRX	0.26
Large Blend Index	Vanguard FTSE Social Index Admiral	FLIA	VFTAX	0.14
Fixed Income				
Intermediate Govt Bond Index	Vanguard Intmdt-Term Trs Idx Admiral	CZJA	VSIGX	0.07
Inflation Protected Bond (TIPS) Index	Fidelity Inflation-Prot Bd Index	EVQA	FIPDX	0.05
Total Bond Market Index	Fidelity U.S. Bond Index	EWDA	FXNAX	0.025
Short-Term Bond Index	Vanguard Short-Term Bond Index Adm	CSWA	VBIRX	0.07
Short-Term Corp Bond Index	Vanguard Short-Term Corp Bd Idx Admiral	CZLA	VSCSX	0.07
Global Bond Index	Vanguard Total Intl Bd Idx Admiral™	CZMA	VTABX	0.11
Alternative				
REIT Index	Vanguard Real Estate Index Admiral	CSUA	VGSLX	0.12
US Fund High Yield Bond	Federated Hermes Instl High Yield Bd R6	DYGA	FIHLX	0.49
Asset Allocation				
US Fund Moderately Conservative Allocation	Vanguard Wellesley® Income Admiral™	CXAA	VWIAX	0.16
Allocation--50% to 70% Equity	Vanguard Balanced Index Adm	CSNA	VBIAX	0.07
US Fund Moderately Aggressive Allocation	Fidelity Multi-Asset Index	DKJA	FFNOX	0.11
Money Market				
US Fund Money Market - Taxable	Federated Hermes Govt Obl Premier	DJRA	GOFXX	0.15
Target Date Funds				
Target Date 2000-2010	TIAA-CREF Lifecycle Index 2010 Instl	DMOA	TLTIX	0.1
Target Date 2011-2015	TIAA-CREF Lifecycle Index 2015 Instl	DMPA	TLFIX	0.1
Target Date 2016-2020	TIAA-CREF Lifecycle Index 2020 Instl	DMQA	TLWIX	0.1
Target Date 2021-2025	TIAA-CREF Lifecycle Index 2025 Instl	DMUA	TLQIX	0.1

Nationwide Retirement Index Core - Passive THROUGH TDF - Comprehensive

Updated As Of: May 08, 2024

Broad Asset Category / Morningstar Asset Category	Fund Name	Fund Code	Fund Ticker	ProspectusNet Expense Ratio +
Target Date 2026-2030	TIAA-CREF Lifecycle Index 2030 Instl	DMWA	TLHIX	0.1
Target Date 2031-2035	TIAA-CREF Lifecycle Index 2035 Instl	DMXA	TLYIX	0.1
Target Date 2036-2040	TIAA-CREF Lifecycle Index 2040 Instl	DMYA	TLZIX	0.1
Target Date 2041-2045	TIAA-CREF Lifecycle Index 2045 Instl	DMZA	TLXIX	0.1
Target Date 2046-2050	TIAA-CREF Lifecycle Index 2050 Instl	DNBA	TLLIX	0.1
Target Date 2051-2055	TIAA-CREF Lifecycle Index 2055 Instl	DNCA	TTIIX	0.1
Target Date 2056-2060	TIAA-CREF Lifecycle Index 2060 Instl	DNDA	TVIIX	0.1
US Fund Target-Date 2065	TIAA-CREF Lifecycle Index 2065 Instl	GFIA	TFITX	0.1
Retirement Income	TIAA-CREF Lifecycle Index Ret Inc Instl	DNEA	TRILX	0.1

QDIA Option

If the balanced fund option is selected as the QDIA, the Vanguard Balanced Index Adm(VBIAX) will be used as the investment option
If the target date fund option is selected as the QDIA, the TIAA Investments Target Date funds will be used as the investment option

Default Suspense Option

If the default suspense option is selected, the () will be used as the investment option

Nationwide Fixed Select Contract - Not Listed

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Nationwide Investment Advisors, LLC**Nationwide ProAccount®- Plan Sponsor Agreement (“Agreement”)**Plan: **Magnolia Educational & Research Foundation 403(b) Plan** (the “Plan”)Plan Sponsor: **Magnolia Educational & Research Foundation** (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 0.55% (“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 Financial
Attn: Nationwide ProAccount
PO Box 219636
Kansas City, MO 64121-7703

Phone: 888-540-2896

Fax: 816-359-3084

Email: rprivate@dstsystems.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 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 Educational & Research Foundation 403(b) Plan

By: (signature)



Title:

Print Name:

250 E 1st Street #1500

Plan Address:

Los Angeles CA 90012

Plan Contact/Telephone:

(213) 628-3634

Date:

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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.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company. ©2024 Nationwide



Plan: Magnolia Educational & Research Foundation 403(b) Plan (the "Plan")

Plan Sponsor: Magnolia Educational & Research Foundation (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 0.55% 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.

Magnolia Educational & Research Foundation

Signature line with a blue arrow pointing to the right containing the text 'Plan Sponsor Signature'. Below are lines for Print Name, Title, and Date.

Nationwide[®] 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[®] Life Insurance Company contracts and Nationwide[®] Trust Company, FSB programs and services to the Plan (herein referred to as the Transaction).

PART I DISCLOSURE

A. Name of Plan:

Magnolia Educational/Research Foundation

B. Firm Name:

Cetera Advisor Networks LLC

C. Name of Financial Advisor(s):

Joseph G Fay Jr.

D. Name of Administration Firm:

CETERA RETIREMENT PLAN SPECIALISTS

E. Program/Contract:

Nationwide Retirement Flexible Advantage

Retirement Advisor Fixed Contract

F. Affiliation of Financial Advisor(s) with Nationwide[®] Life Insurance Company and Nationwide[®] 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[®] 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[†]</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%

[†] 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		Date
Administration Firm Signature		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[®] Life Insurance Company or Nationwide[®] 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 %
Sales Representative Joseph G Fay Jr.	100%	100%	100%
Broker/Dealer Firm or Agency: Cetera Advisor Networks LLC			

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 %
Sales Representative Joseph G Fay Jr.	100%	100%	100%
Broker/Dealer Firm or Agency: Cetera Advisor Networks LLC			

All selected contracts/programs will be companioned.



Please Complete

Plan Sponsor Questionnaire
Private Sector Operations

Page 1 of 2

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

Plan information

Plan ID: 00310 Plan Name: Magnolia Educational & Research Foundation 403(b) Plan

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:

Alerts & Notifications

Plan Sponsor contact will receive all alerts and notifications unless otherwise specified. Plan Sponsor contact information will default to the name and email provided on Legal Documents, but other contacts may be listed below and the settings for each adjusted independently by the Plan Sponsor (settings may be adjusted online at https://retirement.financialtrans.com/nationwide-sponsor).

Additional HR Contacts (optional):

1. Name:

Phone: Email:

2. Name:

Phone: Email:

If you need more additional notification contacts please reach out to your Implementation Manager.

Payment Method

Payroll Information:

Payroll Vendor: In House Other:

Payroll Integration (only applicable for "Other" Payroll Vendor): No Yes; 180 Yes; 360

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

Next pay date:

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

Check Wire OR ACH*

*If electing ACH please complete the following information:

Payment Method (cont.)

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.

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): _____

Signature: _____ Date: _____

Plan Sponsor Signature

Bank Name _____

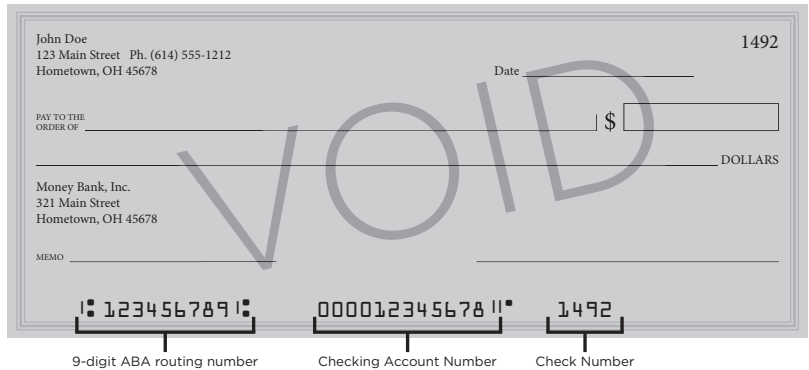
Name on Account _____

ABA (routing) Number _____

Account Number _____

Account Type: Checking Savings

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





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: 00310 Case Name: Magnolia Educational & Research Foundation 403(b) Plan

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)

Assumptions: • Black & White • Double sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
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
Total Estimated Cost (including tax)	\$475.69	\$4.76

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)

Assumptions: • Color • Single sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
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
Total Estimated Cost (including tax)	\$906.90	\$9.07

Advance Notices - \$1.45 per address

- 7 pages

Assumptions: • Black & White • Double sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
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
Total Estimated Cost (including tax)	\$144.71	\$1.45

Advance Notices - \$2.24 per address

- 7 pages

Assumptions: • Color • Single sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
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
Total Estimated Cost (including tax)	\$223.91	\$2.24

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

Return by fax: 877-634-0157

Nationwide® Retirement Plans
Nationwide Retirement Flexible Advantage
Acceptance Agreement

Case Number: 445-00310

Legal Plan Name: Magnolia Educational & Research Foundation 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

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and IRON Fiduciary, an offering by Creative Planning, LLC.

- IRON Fiduciary, an offering by Creative Planning, LLC ERISA Fiduciary 3(38) Investment Management Agreement

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

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
- IRON Fiduciary, an offering by Creative Planning, LLC ERISA Fiduciary 3(38) Investment Management Agreement

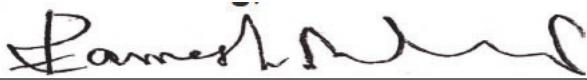
By: Nationwide Trust Company, FSB

Date

Nationwide Trust Company, FSB Title

By signing below, IRON Fiduciary, an offering by Creative Planning, LLC has agreed to and accepted all rights and obligations contained in the following document(s):

- IRON Fiduciary, an offering by Creative Planning, LLC ERISA Fiduciary 3(38) Investment Management Agreement



By: IRON Representative Signature

ramesh.poola@creativeplanning.com

Email for IRON Representative

Address for IRON Representative:

630 Dundee Road, Suite 200

(Street)

Northbrook, IL 60062

(City, State, Zip)

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

Case Number: 445-00310

Legal Plan Name: Magnolia Educational & Research Foundation 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 Cetera Advisor Networks LLC



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: 445-00310

Legal Plan Name: Magnolia Educational & Research Foundation 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