

AMENDMENT ONE TO INVESTMENT MANAGEMENT AGREEMENT



This Amendment One (“Amendment”) to the Investment Management Agreement (“IMA” or “Agreement”) is effective as of the date of October 1, 2024 by and between First Command Advisory Services, Inc. (“First Command”, “FCAS”, “we” “our”, or “us”), a Registered Investment Adviser, and the Client (“Client,” “You,” “Your” or “Owner”). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined below) agree as follows:

1. **Miscellaneous.** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the IMA. Except as amended by this Amendment, the IMA remains in full force and effect, without modification or waiver. If any provision of this Amendment is held to be invalid or unenforceable by any court or regulatory agency, such invalidity or unenforceability will attach only to such provision or condition. The validity of the remaining provisions and conditions will not be affected thereby and this Amendment will be carried out as if such invalid or unenforceable provision or condition were not contained therein. This Amendment will be governed and construed in accordance with the laws of the state of New York without regard to conflict of laws rules.
2. **Changes to the IMA.** In accordance with the terms of the Agreement between FCAS and Client (collectively referred to as the “Parties”), the Agreement is amended as set out below:

Section 8 of the IMA, titled “The Fees We Charge,” is replaced in its entirety with the following:

8. The Fees we will charge.

You will pay certain costs, including annual operating expenses, related to the underlying expenses of the mutual funds and exchange traded funds in which we invest Your assets. These fees are charged by the mutual fund companies and issuers of the exchange traded funds. These fees and their impact on the fund are explained in each fund prospectus. Mutual fund shares will be purchased at Net Asset Value (“NAV”) without custodian fees, front-end or back-end sales charges, or 12b-1 fees. The appropriate share class will be determined by the AMS Investment Management Team (“IMT”) after considering the underlying expenses of the mutual fund or exchange traded fund as well as other relevant factors detailed in our ADV Part 2A Disclosure of Services Brochure (“ADV Part 2A” or “DOS”).

You will pay us an investment advisory fee (“Advisory Fee”) which will be debited from Your account (“Account”) with Pershing. The Advisory Fee is assessed monthly in advance based on the previous month’s ending balance of assets under management in your Account. Your First Command Financial Advisor (“Financial Advisor” or “Advisor”) will receive a portion of the Advisory Fee.

The annual AMS wrap fee charged for FIP and SIP, also called the AMS_Advisory Fee, are the same and are calculated as follows:

| New AMS Fee Schedule (10/1/2024) | |
|----------------------------------|-----------------------|
| Value of Account Assets | Annual Management Fee |
| \$0 - \$250,000 | 1.30% |
| \$250,001 - \$500,000 | 1.15% |
| \$500,001 - \$1 million | 1.00% |
| \$1,000,001 - \$2 million | 0.75% |
| Over \$2 million | 0.50% |

You may aggregate assets you have in FIP or SIP for purposes of qualifying for a lower annual fee. Assets may be aggregated regardless of whether you participate only in FIP, only in SIP, or any combination of FIP and SIP. If you participate in any combination of FIP, or SIP, your wrap fees will be calculated using a blended fee structure. We will:

(1) first calculate the fee that would result if all assets were held in each program; (2) and then determine the percentage of assets held in each program relative to total qualifying assets within the AMS Program; and (3) apply the percentage realized for each program in step '(2)' to the fee determined for that program in step '(1)' to arrive at the total blended wrap fee.

The Advisory Fees charged by FCAS with respect to the AMS Program were historically called "management fees" by First Command. These fees are also referred to as "wrap fees" because the fees pay for a bundled (or wrapped) set of services (including investment advisory and brokerage services) and are non-negotiable. Additional detail on wrap fees under the AMS Program is provided on the Wrap Fee Brochure. Client is also subject to additional fees as detailed in the Wrap Fee Brochure. Client agrees that FCAS may amend its AMS Advisory Fee upon thirty (30) days advance written notice of the change.

The Advisory Fee for advisory programs Includes payment for: (i) investment advisory services provided by FCAS pursuant to this Agreement; (ii) brokerage commissions on all agency transactions for the Client Account executed by First Command Brokerage Services, Inc.; (iii) custodial, settlement and clearing services provided by Pershing; (iv) administrative services such as computing, charging and collection of Advisory Fees; (v) administrative services such as the processing of deposits and withdrawals from the Account pursuant to Client's instruction; (vi) the issuance of monthly and/or quarterly account statements; (vii) the issuance of quarterly performance reports, and (viii) other services.

Advisory assets owned by Client in Foundation Investment Program ("FIP" or "Foundations"), Select Investor Program ("SIP"), or any other eligible advisory program will be combined for determining the value of Account assets as detailed in the ADV Part 2A Appendix 1 Wrap Fee Brochure ("Wrap Fee Brochure").

Other Fees. In addition to those fees provided above, Client will incur certain fees and expenses as described in the ADV Part 2A and Wrap Fee Brochure. Please ask your Financial Advisor or FCAS for additional information.

Section 24, titled "Amendments or Changes to this Agreement" is replaced in its entirety with the following:

24. Amendments or Changes to This Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter contained in the Agreement. FCAS may amend this Agreement if we give you written notice of such amendment and provide for no less than thirty (30) days to allow for you to respond. We will send such notice by U.S. mail to your last known address of record, or electronically deliver the notice to you if you have agreed to receive documents and information electronically. Upon receipt of a notice of an amendment or change, you can take no action in response. Upon no response or upon receiving your written consent, the change or amendment will become effective as noticed by FCAS. If you do not agree to the change or amendment, you will have no less than thirty (30) days to respond in writing that you either consent to or do not consent to the amendment. The notice of the amendment will contain instructions on how to respond. If you do not respond by the end of the thirty (30) day period or continue to receive our investment advisory services after the thirty (30) day period, you will be deemed to have consented to the amendment. While you may consent to or not consent to any amendment FCAS seeks to make to this Agreement, you agree that if you choose not to consent to any such amendment, FCAS will terminate this Agreement in accordance with section 14 hereof.

The Parties agree to the amended Terms of this Amendment effective October 1, 2024. If Client rejects the Agreement as detailed in the amended section 24 above, this Agreement will be terminated in accordance with section 14 hereof.

INVESTMENT MANAGEMENT AGREEMENT

First Command Advisory Services, Inc. ("First Command", "We" or "Us") is a Registered Investment Adviser. Client ("Client," "You," "Your" or "Owner") has requested investment management and other investment advisory services in the First Command Asset Management Solutions ("AMS"). This Agreement ("Agreement" or "IMA") explains how First Command will provide investment management and other investment advisory services for You. First Command and Client may individually be referred to as a "Party."

First Command and Client agree:

1. Disclosure; We will explain who We are and our services and products.

You have received a copy of First Command's Wrap Fee Brochure at least forty-eight (48) hours prior to receiving this Agreement. The Wrap Fee Brochure tells You about First Command and its products and services including the Foundations Investment Program ("Foundations") and Select Investor Program ("SIP"). **It is important to Us that You have the opportunity to ask questions about First Command and its products and services.** If You did not receive the Wrap Fee Brochure at least 48 hours prior to execution of this Agreement, You have five (5) business days from the date of execution of this Agreement to terminate this Agreement and receive a refund of all investment advisory fees paid under this Agreement.

2. We may prepare an Asset Management Financial Plan for You.

You have completed an New Account Agreement and Risk Profile that tells Us about Your financial circumstances and investment objectives. It is important that the information You give is complete and accurate in all respects. Based on the information You supplied We may develop a Financial Plan ("Plan"). You should read the Plan carefully. The Plan or a subsequent Review contains a recommended Benchmark Asset Allocation Model ("Benchmark Allocation") that balances Your investment objectives and risk tolerance as You have described to Us as part of a long-term investment strategy. You have confirmed Your acceptance of the recommended Benchmark Allocation in the AMS Account Application. We have told You that the Benchmark Allocation is a model with various classes of investment assets in certain proportions and is not a portfolio of specific investment assets.

In the event Your circumstances change in any manner that You believe to be material, You should call or write to Us and explain the change. A material change is one of real consequence for Your financial situation and is essential for Us to know and consider in providing guidance on important matters for You. In the event of a material change, We will work with You to adjust Your account based on the new information You provided.

3. How transactions will be effected; How will Your Assets be held.

All brokerage transactions in Your AMS account will be effected by First Command Brokerage Services, Inc., an introducing broker-dealer. First Command Brokerage Services, Inc. will appoint Pershing LLC ("Pershing") as its clearing firm and service agent for various administrative and reporting duties, and to hold the assets in the accounts under a separate agreement. In addition to holding the account assets, Pershing will conduct certain record keeping, trade execution and other operational services. Neither First Command Brokerage Services, Inc. nor Pershing will perform investment management or other advisory services for You.

4. How will We use the Discretionary Authority You give; How the Investment Management Services work.

You authorize Us to exercise discretionary authority consistent with the Benchmark Allocation You selected. This means We will manage Your assets in line with the Benchmark Allocation model You selected, and You do not require Us to contact You each time We act. We will determine the investments that make up the account assets consistent with the Benchmark Allocation. We will also conduct such additional transactions as You specifically direct in separate instructions to Us. We may rely on Your written instructions, and on instructions received from You by telephone unless You tell Us to only rely on written instructions.

We will periodically rebalance Your account assets consistent with the Benchmark Allocation. We will tell First Command Brokerage Services, Inc. and Pershing, as its clearing firm, which assets are required to effect the transactions. A rebalancing review will be conducted periodically. We may time the rebalancing to allow for payment of fees, estimated taxes or withdrawals prior to rebalancing. This rebalancing will be accomplished by selling the over-weighted investment assets and purchasing corresponding dollar amounts of underweighted investment assets. **Rebalancing will be a taxable event in non-tax qualified accounts.**

If You transfer investment assets to Your AMS account from another financial services firm and such assets are received in-kind via Automated Customer Account Transfer Service ("ACAT") or otherwise, You authorize Us to liquidate such assets in order to align Your account with the Benchmark Allocation You selected. **Liquidating investment assets may be a taxable event in non-tax qualified accounts.** You agree that such authorization is a part of and consistent with the discretionary authority You grant to Us herein, and You do not require Us to contact You each time We act.

On occasion, an investment asset held as part of the Benchmark Allocation will fail to maintain the characteristics necessary for the strategy underlying that particular Benchmark Allocation. In that case, We will realign the asset mix by replacing the asset with another asset whose characteristics support the asset allocation of the Benchmark Allocation. This replacement of an investment asset may be a taxable event in a non-tax qualified account. On other occasions We may determine that the selected Benchmark Allocation is achieved by re-weighting selected assets in the asset mix or adding or subtracting particular assets and then re-weighting the result, all to implement the Benchmark Allocation.

We will review periodically the economic, market conditions or other general investment considerations that may impact the recommended Benchmark Allocation and, in the exercise of our discretion, We may revise the Benchmark Allocation to better reflect Your stated investment objectives. **A revision of the Benchmark Allocation may be a taxable event in a non-tax qualified account.**

You may also impose certain restrictions or modifications on the management of Your account. These restrictions must be requested in writing. The restrictions or modifications are:

- 1) A direction at any time to terminate the rebalancing of Your account assets. In the event You terminate the rebalancing of Your account assets, You acknowledge and agree that the asset mix may fluctuate with market conditions, and as a result may be at variance with the Benchmark Allocation You selected. Termination of rebalancing will not prevent the realignment of account assets, such as the selling of specific mutual funds or exchange traded funds out of the account assets in a commercially reasonable effort to comply with the Benchmark Allocation model.
- 2) Direct that the payment of lump sum withdrawals shall be from the account assets instead of the Benchmark Allocation cash equivalent position. The management system will automatically make liquidations from the cash equivalent position unless You elect otherwise.
- 3) Direct that the payment of a specific lump sum withdrawal be made from a particular mutual fund or exchange traded fund in the account assets rather than from the Benchmark Allocation's cash equivalent position. (If You select this restriction, You should also consider suspending rebalancing of Your account assets to avoid possible unintended tax consequences.)
- 4) Direct that a particular sum be held in the Benchmark Allocation's cash equivalent position for a specified period of time.

We recommend that consult with Your financial advisor prior to imposing these restrictions on Your account in order to understand the full impact of your decision.

5. Statements.

As discussed above in Section 3, Pershing holds the assets for all accounts within the AMS program. Pershing will provide transaction statements to You quarterly at a minimum. Additional statements will be provided to You if Your account has specific activity that occurs during any month. You may elect to receive the statements electronically or mailed to Your address of record. In the event the statements are initially mailed, You may at any time later choose to receive electronic delivery of Your transaction statements.

6. Other services We will perform for You.

We will ensure that Pershing provides You with transaction statements which will include all investment positions, market values, and transactions. In addition, We will provide You with quarterly performance monitoring for Your account which may be accessed electronically through First Command's Client Portal (i.e., "CommandCenter").

Your First Command Investment Advisor Representative will be reasonably available to You for consultation regarding the management of the account and Your financial situation and investment objectives.

We will not routinely provide You with the offering materials and prospectuses related to the assets held in Your account. However, We will provide the offering materials and prospectuses for the funds and exchange traded funds held in Your account and other available asset information, upon Your request.

In a separate contract, We have arranged for You to receive, at no monthly service charge, a Checking and/or Money Market Savings Account issued by First Command Bank as long as this Agreement is in force. Overdraft, stop-pay and similar fees may apply to such accounts, based upon the separate terms and conditions of each such account held by First Command Bank for You.

7. Account Minimum; How will Purchases and Redemptions be made?

The minimum initial amount of account assets for an individual account is \$20,000 for Foundations and \$50,000 for SIP. When assets are received into a new AMS account, they will remain invested in a cash equivalent position until 80% of the account minimum is reached.

Once that threshold is met (\$16,000 for Foundations or \$40,000 for SIP), the assets will be invested into the model allocation selected by You in conjunction with Your financial advisor. Until this threshold is met, Your assets will remain in the cash equivalent position.

If the minimum asset amount (\$20,000 for Foundations and \$50,000 for SIP) is not met within 90 days of account opening, we reserve the right to: (1) terminate this Agreement, liquidate Your account and send the proceeds to You, or (2) convert Your account from SIP or Foundations depending on the account balance at that time. We will provide You with prior notice indicating the specific action We will take if the minimum asset amount is not met in a timely manner. **Liquidating Your account or converting Your account from SIP or Foundations may result in a taxable event and/or higher Management Fee.** The minimum asset amount may be changed from time to time or waived at First Command's sole discretion. Subsequent investments shall not be less than \$100. Such subsequent investments will be deposited in the cash equivalent position held in the account assets until the turnover amounts have been reached. Additionally, You may direct Us to make redemptions which We will do by debiting first the cash equivalent position in Your account. If sufficient funds are not available in the cash equivalent position in Your account, assets will be redeemed from the model to accommodate the redemption, provided that such redemptions may be delayed pending liquidation/partial liquidation of such assets.

8. The Fees We will charge.

You may pay certain costs related to the underlying expenses of the mutual funds and exchange traded funds in which we invest Your assets. These fees are charged by the mutual fund companies and issuers of the exchange traded funds. These fees and their impact on the fund are explained in each fund prospectus. Mutual fund shares will be purchased at Net Asset Value ("NAV") without custodian fees, front-end or back-end sales charges, or 12b-1 fees. The appropriate share class will be determined by the AMS Investment Management Team after considering the underlying expenses of the mutual fund or exchange traded fund as well as other relevant factors.

You will pay Us a quarterly investment advisory fee ("Management Fee") which will be debited from Your account. The Management Fee is assessed quarterly in arrears based on the average daily balance of assets under management in Your account. Your Advisor will receive a portion of the Management Fee.

All AMS accounts owned by Client will be combined for determining the value of account assets. Each account will pay a pro rata portion of the total Management Fee, unless You specifically tell Us in writing to pay the Management Fee from a single account.

The Management Fee for Foundations accounts will be calculated as follows:

| Value of Account Assets | Foundations Investment |
|-----------------------------------|------------------------|
| | Annual Management Fee |
| Up to \$20,000 and until \$50,000 | 1.35% |

Foundations accounts valued at \$50,000 or greater in assets under management at the end of each month will be automatically converted (without additional notice) into SIP accounts in order to allow You to take advantage of the lower Management Fee and additional diversification (i.e., additional mutual funds or exchange traded funds and additional asset classes) associated with SIP. This conversion will take place no later than 30 days from the end of the month in which Your Foundations account becomes valued at \$50,000 or greater in assets under management. Upon conversion, You will receive a transaction statement and trade confirmations (unless You have elected trade confirmation suppression as discussed in Section 28 below) which will detail the purchases and sales made by First Command to convert Your Foundations account into a SIP account. **The conversion from a Foundations account to a SIP account may be a taxable event in a non-tax qualified account.**

| Value of Account Assets | Select Investor Program |
|-----------------------------------|-------------------------|
| | Annual Management Fee |
| Up to \$250,000.00 | 1.25% |
| On next \$250,001 – \$500,000 | 1.10% |
| On next \$500,001 – \$1 million | 0.85% |
| On next \$1,000,001 – \$2 million | 0.70% |
| Over \$2 million | 0.50% |

Blended Fees: If You have accounts in Foundations and SIP, Your management fees will be calculated using a blended fee structure for all programs. We will:

- 1) first calculate the management fee that would result if all assets were held in each program;
- 2) and then determine the percentage of assets held in each program compared to all AMS assets;
- 3) finally, the percentage realized for each program in step '2)' will be applied to the management fee determined for that program in step '1)' to arrive at the final prorated Foundations and SIP management fees.

These blended fees more fairly assess program costs across all of Your accounts. An example of this blended fee approach is attached as Schedule '1'.

The Management Fee will be deducted from Your account, and, in the event You have more than one account, You may specify the account from which the Management Fee will be deducted. Some accounts may not be eligible for use of deducting management fees. Payment of the Management Fee will be reflected on the periodic account statement. In the event of termination, the Management Fee will be assessed until the termination date of the account. Except as otherwise discussed in Section 1 of this Agreement, no refunds of Management Fees are available as Management Fees are charged in arrears (i.e., after services have already been provided to You).

9. Service Fees.

In addition to the Management Fee, the following additional service fees will be charged for the specific activity or action noted:

Returned ACH Fee\$30.00
Stop Payment Fee\$20.00
ACAT Processing Fee\$90.00
Wire Fee (U.S.).....\$25.00
Wire Fee (Foreign)\$30.00

Courier Fees:
Overnight Standard.....\$12.00
Saturday.....\$18.00
Foreign.....\$25.00
Returned Check Fee.....\$30.00

Paper Surcharge Fees:
Transaction Statements. \$.75 each
Trade Confirmations.....\$.75 each
Paper Surcharge fee is effective through 12/31/2023. See Paper Subscription Fee for updated fee effective 01/01/2024.

Paper Subscription Fees Effective 01/01/2024:
Transaction Statements, Trade Confirmations, and Account Notifications.....\$2.00
monthly, charged quarterly (Account must be enrolled in e-Delivery of all three documents to avoid the monthly subscription fee.) Effective 01/01/2024
Paper Tax Document Fee... \$10:00 annually. The paper fee will accrue as of December 31st and assessed in March. Effective 01/01/2024

10. IRAs

As discussed above in Section 3, Pershing holds the assets for all accounts within the AMS program. For purposes of Section 408 (a) (2) and (n) of the Internal Revenue Code of 1986, First Command Bank will administer and maintain all documents for accounts registered as individual retirement accounts ("IRA"). First Command Bank is a federally chartered savings and loan association.

First Command Bank will charge the following fees for the services it performs as custodian of Your IRA:

Annual IRA Annual Records Management and Administration Fees

| | |
|---------------------------------------|---------|
| Roth & Traditional IRA accounts*..... | \$35.00 |
| SEP IRA Fee..... | \$35.00 |
| Coverdell ESA..... | \$35.00 |
| SIMPLE IRA Fee..... | \$50.00 |
| SAR-SEP Fee..... | \$50.00 |
| IRA Termination Fee..... | \$75.00 |

*First Command Bank will waive the Annual IRA Annual Records Management and Administration Fee for Traditional and Roth IRA accounts in excess of \$250,000 as of September 30. This waiver shall not apply to the other types of IRA accounts listed above.

The above fees charged by First Command Bank are separate and apart from the Management Fee discussed in Section 8 and the Services Fees discussed in Section 9.

11. How are the Account Assets valued?

In computing the value of account assets for purposes of preparing periodic statements and calculating Management Fees payable by You, mutual fund assets and exchange traded funds shall be valued at their respective net asset values as calculated on the valuation date in accordance with each applicable current prospectus. The net asset value of an exchange traded fund may vary from its market price. An exchange-traded fund will be valued at its market closing share price as calculated on the valuation date.

12. We can rely on Your Authority to Act.

You have the legal ability to enter into this Agreement and it is valid and binding. If You are acting on behalf of a corporation, limited liability company or partnership including a charitable organization such as a church (collectively "Your Company"), You state that Your Company has given You the authority to act. If We ask, You agree to provide other papers to prove Your authority to act.

13. How will Proxies and other legal notices be handled?

We may vote or render any advice about the voting of proxies solicited by the issuers of any securities held in the account and may render advice or take any action on Your behalf with respect to account assets presently or formerly held in the account, or the issuers of the assets, which become the subject of any legal proceedings, including bankruptcies, except as otherwise required by law. We will comply with the rules of the Financial Industry Regulatory Authority ("FINRA") and the U.S. Securities and Exchange Commission relating to proxy voting. We will have no obligation to forward proxies or other materials related to investment assets to You unless requested by You to do so or unless required by law.

14. How long does this Agreement Last?

This Agreement will continue unless cancelled by either You or First Command upon thirty (30) days written notice sent by one to the other.

Upon termination of this Agreement, account assets will remain in Your account held by Pershing until specific liquidation or transfer instructions are received from You. Liquidation or transfer instructions will be processed in a commercially reasonable manner. Until final termination of the account, the normal Management Fee will continue to be assessed. You agree that termination may prevent Us from continuing to hold investment assets of the same specific type or class as held under the terms of this Agreement. In that case the assets may be sold.

In the event of the termination of this Agreement by written notice from You, You shall hold Us harmless from any loss suffered and We shall incur no liability by reason of any action taken by Us before receipt of written notice of such termination.

In the event that account assets are reduced due to Client withdrawals to less than the account minimum We have established, We will notify You and You will have 30 days from the date such notice is sent to restore the account assets to meet the account minimum. If You fail to restore the account assets to the minimum within the 30 day period, We reserve the right to: (1) terminate this Agreement, liquidate Your account and send the proceeds to You, or (2) convert Your account from SIP to Foundations depending on the account balance. **Liquidating Your account or converting Your account from SIP to Foundations may result in a taxable event and/or a higher Management Fee.** The notice We send to You will state the specific action We will take if the account assets are not restored to meet the account minimum in a timely manner.

15. We can use affiliated companies and other providers of services to help You.

First Command is a subsidiary, or part, of First Command Financial Services, Inc. ("FCFS") and exchanges services with FCFS. First Command also exchanges services with First Command Brokerage Services, Inc., First Command Bank and other subsidiaries of FCFS. Unless You tell us to the contrary, We will use corporations affiliated with First Command (an "Affiliated Company") to help Us provide advisory, brokerage, insurance, banking and other services that You request. This includes effecting brokerage transactions through First Command Brokerage Services, Inc., as discussed in Section 3, and appointing First Command Bank as custodian of IRAs within the AMS program, as discussed in Section 10. The Affiliated Company will be paid for providing this help. So that We may provide reasonable services to You, We will share with Affiliated Companies any information We have or may obtain about You. We will also hire any nonaffiliated companies ("Providers") to help Us serve Your needs. This would include certain banks, insurance companies, mutual fund companies, exchange traded fund issuers, transfer agents and directly related businesses.

16. You are responsible for preparing all tax returns and paying all taxes.

You will make and file all tax returns, state, local, or federal, and pay all taxes upon account assets held hereunder and on the resulting income. Neither First Command, First Command Brokerage Services, Inc., nor Pershing shall be under duty to make or file any tax returns or to pay any such taxes.

17. If We do what You tell us to, We are not responsible for the results; Indemnity if We follow Your directions.

First Command, Affiliated Companies, Pershing and the Advisor will not be liable to You for what We, Affiliated Companies, Pershing or Advisor do or fail to do if done in good faith in reliance on the information You have given or Your instructions to Us. You agree that You will indemnify, or compensate, Us, Affiliated Companies, Pershing or Advisor for losses, costs, damages, or expenses suffered, including reasonable attorneys' fees that may have to be paid, that result from any action taken based on Your instructions to Us, Affiliated Companies, Pershing or the Advisor in preparing a Plan and purchasing at Your direction products described in the Plan, or other loss We, Affiliated Companies, Pershing or Advisor incur by following Your directions, such as market loss and bank fees resulting from Your checks returned for insufficient funds and short term trading fees charged by the various mutual funds in the event You withdraw funds within the short term trading time described in the prospectus. These limitations on Our liability do not relieve Us, Affiliated Companies, Pershing or Advisor from responsibility or liability to You that may exist under state or federal law.

18. What if more than one person is on the account?

If more than one person signs this Agreement as Client, the term "Client" throughout this Agreement shall mean all persons signing the Agreement. **An instruction or notice to Us from any one person signing this Agreement as Client will constitute an instruction or notice to Us from all persons who signed the Agreement, unless the account is opened in the name of a Trust, in which event We will operate as directed in the trust documentation.** A communication from Us to any one person signing this Agreement as Client shall constitute a communication to all persons so signing. Account assets may be paid or delivered by Us to or on the written instructions of any one person signing this Agreement as Client.

19. Transfer (Assignment)

Neither You nor First Command may assign or transfer this Agreement or any part of it unless there is written consent from the Party that is not attempting the transfer.

20. Your Privacy

All of Your private information that is collected as part of this Agreement, called non-public personal information, and all recommendations or suggestions will remain confidential. We will share Your non-public personal information only with Affiliated Companies and Providers that give direct service to Us on Your behalf, as discussed in Section 15, or as otherwise permitted by law. We will use commercially reasonable efforts to have all Providers agree to protect Your nonpublic personal information. For more information about Our privacy practices, You may review the First Command Privacy Policy which is available online at www.firstcommand.com.

21. New York Law controls this Agreement

This Agreement is governed by the laws of the State of New York, U.S.A., without regard to New York conflict of laws rules, and shall remain in full force and effect unless terminated in accordance with Section 14 of this Agreement. This Agreement shall be binding upon the persons that come to control Your interests and those persons to whom You transfer this Agreement with Our consent.

22. Anti-Money Laundering Representations

Fighting terrorism and illegal activity is the responsibility of all persons. The evidence of identity and all related information You have provided in connection with this Agreement must be true and correct. You must provide any information deemed necessary by Us in Our sole discretion to comply with the U.S.A. Patriot Act, the First Command anti-money laundering program and related responsibilities. In the event of delay or failure by You to produce any information requested in this Agreement or required for verification purposes, We may refuse to act.

You represent that neither You, nor any person controlling, controlled by, or under common control with You, nor any person having a beneficial interest in You or any company You represent related to this Agreement, is an individual, organization, or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "OFAC Control List") maintained by the U. S. Office of Foreign Assets Control ("OFAC ") (available at <http://www.ustreas.gov/ofac/t11sdn.pdf>), and that You are not investing and will not invest on behalf of or for the benefit of any individual, organization, or entity listed on the OFAC Control List.

23. Acceptance of this Agreement is within our discretion.

We reserve the right in Our sole discretion to refuse to accept or renew this Agreement.

24. Amendments or Changes to this Agreement

This Agreement may be amended or changed if We give You written or electronic notice of a change. Any such changes may only be done under applicable law and shall only be effective thirty (30) days after We mail written notice to You by U.S. mail to Your last known address of record, or electronically delivery such notice to You pursuant to Your authorization.

25. Inaction to enforce this Agreement does not prevent future enforcement.

If We do not enforce a part of this Agreement in a given instance, that does not prevent Us from enforcing the same or another part in the future.

26. Investments are subject to the risks of the marketplace; Limitation on our Liability

Investments that You decide to make, including Your selection of the Benchmark Allocation model, are subject to risks associated with investing in securities, including various market, currency, economic, political, and business risks. We do not guarantee the performance of Your investments or guarantee that Our investment advice, strategies, or management, or that of any Advisor will be successful or that Your investment objectives will be met. Investment advice or management provided by Us or any Advisor is largely a matter of professional judgment, and neither We nor any Advisor with whom You have worked shall be liable for performance or non-performance of any investment advice, management or recommended investment made in good faith and with reasonable care.

27. What if there is a dispute between You and First Command, or between You and Pershing?

ARBITRATION NOTICE. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. IN SUCH AN ARBITRATION AGREEMENT YOU AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ARBITRATION AGREEMENT.

ANY CONTROVERSY BETWEEN YOU AND US, FIRST COMMAND BROKERAGE SERVICES, INC., AND/OR PERSHING, SHALL BE SUBMITTED TO ARBITRATION BEFORE THE NEW YORK STOCK EXCHANGE, INC., ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE), OR THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. THE LAWS OF THE STATE OF NEW YORK GOVERN.

28. Trade Confirmation Suppression

A trade confirmation is a written statement acknowledging the purchase or sale of a mutual fund, exchange traded fund or other financial instrument. Many written trade confirmations would be generated by the activity of managing Your AMS account over the course of a quarter. If You do not wish to receive individual written trade confirmation statements in the mail for each trade in your AMS account(s), You may direct Us, First Command Brokerage Services, Inc., and Pershing LLC to discontinue mailing separate trade confirmations to You.

In the event You elect to not receive individual written trade confirmations, the following will still apply:

- You will have the ability to review all transactions in Your AMS account at any time online via CommandCenter or on Your account statements. Your account statement will include a Quarterly Confirmation Report.
- You will not pay a different asset management fee based on the decision to not receive trade confirmations.
- You can obtain, upon request to Us and at no additional charge, information regarding a trade confirmation in Your account, and/or a paper or electronic copy of a trade confirmation at any time.
- Making the election below is not a condition to Your initiating or continuing trade confirmation suppression.
- You can rescind this instruction to discontinue mailing of trade confirmations at any time.

Your request to not receive separate trade confirmations shall apply to all AMS accounts for which You are an owner, joint owner, custodian, trustee, or participant.

29. This IMA states all of the agreements between You and First Command.

This Agreement states all of the matters upon which You and First Command have agreed. If a subject is not covered in writing in this Agreement, then as between You and First Command it does not exist.

By signing below, First Command agrees to the terms and conditions of this Agreement.



Tina Caddell
Vice President, First Command Advisory Services, Inc.

SCHEDULE 1

| | | |
|--|----------------|-----------------------------------|
| Foundations Account #1 | \$ | 23,000.00 |
| SIP Account #1 | \$ | 250,000.00 |
| SIP Account #2 | \$ | 300,000.00 |
| Total AMS Assets | \$ | 573,000.00 |
| STEP 1: | | |
| Annual management fee if all assets are in Foundations: | \$ | 675.00 1.35% of first \$50,000 |
| | \$ | 2,500.00 1.25% of next \$200,000 |
| | \$ | 2,750.00 1.10% of next \$250,000 |
| | \$ | 620.50 0.85% of next \$73,000 |
| | \$ | 6,545.50 |
| Annual management fee if all assets are in SIP: | | |
| | \$ | 3,125.00 1.25% of first \$250,000 |
| | \$ | 2,750.00 1.10% of next \$250,000 |
| | \$ | 620.50 0.85% of next \$500,000 |
| | \$ | 6,495.50 |
| STEP 2: | | |
| % assets in Foundations: | 4.01% | \$23,000 / \$573,000 |
| % assets in SIP: | 95.99% | \$550,000 / \$573,000 |
| | 100.00% | |
| STEP 3: | | |
| Prorated Foundations fee: | \$ 262.47 | \$6,545.50 x 4.01% |
| Prorated SIP fee: | \$ 6,235.03 | \$6,495.50 x 95.99% |
| Total Annual AMS Management Fee: | \$ | 6,497.50 |