



## **Pooled Employer Plan Service Agreement**

This is an agreement (“Agreement”) between NestEggs Retirement Plan Services, Inc., a Florida corporation (“NESTEGGS”), and South Atlantic Systems Group, Inc. (“Plan Adopter”), adopter of the FARTHER PEP for South Atlantic Systems Group, Inc. (“Plan”), to provide services as described below, effective as of November 1<sup>st</sup>, 2021 (“Effective Date”). Such entities and/or persons shall be referred to singularly as “Party” and collectively as “Parties”.

### **I. Services Provided**

- A. NESTEGGS shall perform, pursuant to this Agreement, the following services (“Services”) to the Plan on behalf of the plan as described and as are selected in Exhibit “A” attached hereto and made a part of this Agreement:
1. Fiduciary Services:
    - a. ERISA §3(21) Fiduciary Services
    - b. ERISA §3(38) Fiduciary
    - c. Serve as the Pooled Plan Provider (“PPP”) for the Pooled Employer Plan (“PEP”)
    - d. ERISA §3(16) Fiduciary Administrative Services (solely as defined, and limited, in Exhibit A & B below)
  2. Non-Fiduciary Optional, Incremental and Variable Record-keeping and Administrative Services.
- B. Plan Adopter acknowledges that NESTEGGS has disclosed any and all material conflicts of interest with the services NESTEGGS shall provide hereunder.
- C. Plan Adopter further acknowledges that (i) the Agreement evidences the only arrangement pertaining to the subject matter hereof that has been entered into between the Parties, (ii) Plan Adopter has taken sufficient time before executing the Agreement to obtain legal counsel for the purposes of reviewing this Agreement and making an informed decision about the merits of entering into the Agreement.
- D. Plan Adopter acknowledges that NESTEGGS is an Investment Adviser duly registered with the Securities and Exchange Commission under the Investment Advisers’ Act of 1940 (the “Advisers Act”) and therefore bears a fiduciary responsibility to the beneficiaries of the Plan under ERISA §3(21) or §3(38) as selected in Exhibit “A.”. Plan Adopter acknowledges receipt hereof in hand of NESTEGGS’ Regulatory Disclosure notice, Form ADV, Parts 2A and 2B.

### **II. Term and Termination**

- A. The initial term (“Initial Term”) of this Agreement shall be for a period of twelve (12) full calendar months commencing with the first full calendar month coincident with or immediately following the Effective Date.

- B. This Agreement shall automatically renew after expiration of the Initial Term for additional terms ("Subsequent Term(s)") of twelve (12) full calendar months thereafter until terminated in accordance with II.C. Hereof.
- C. Either Party may terminate this agreement at any time by sixty (60) days' advance written notice to the other Party ("Termination Notice"). The Agreement shall thereupon expire on the 61<sup>st</sup> day thereafter such Termination Notice is given ("Termination Date").
- D. This is a Cash Basis Agreement; on and after the Termination Date, NESTEGGS shall have no further obligation to provide any further services or advise Plan Adopter in any capacity with regard to the Plan's assets, administrative processes or regulatory compliance; provided however, that NESTEGGS shall provide reasonable cooperation to promptly transition the Services contemplated hereunder to another investment manager, advisor or service provider as directed by Plan Adopter in writing and subject to a written Engagement Letter prepared by NESTEGGS in response to Plan Adopter's request. Said Engagement Letter will detail services, fees and charges that may be imposed by NESTEGGS, Custodian or Trustee. Termination and transfer support services are not included in NESTEGGS' standard monthly operating fees outlined in Exhibit A. Upon completion of the services enumerated therein NESTEGGS shall have no further responsibility with respect to the Plan or the Plan's Adopter. NESTEGGS will maintain digital copies of all plan records for up to two years following the date NESTEGGS services are terminated. NESTEGGS' standard hourly rate applies for document retrieval and report preparation post termination.

### **III. Fees**

- A. NESTEGGS shall receive certain fees ("Fees") for performance of Fiduciary and non- Fiduciary Services as selected by Plan Adopter is set forth in Exhibit "A" of this Agreement.
- B. Fees shall be calculated on a monthly basis payable monthly, in arrears, subsequent to the end of each calendar month. Fees based on the value of Plan assets shall be calculated based on the balance of the value of Plan assets as of the end of the applicable monthly period. If the Agreement becomes effective on a day that is not the first day of a calendar month or terminates on a day that is not the last day of a calendar month, the Fees for that month shall be prorated and the proper amount shall be promptly paid by Plan Adopter to NESTEGGS or refunded by NESTEGGS to Plan Adopter, as necessary.
- C. Where services fall outside normal recordkeeping or compliance responsibilities, such as post-termination services contemplated under Article IID above, fees may be calculated based on hourly rates currently ranging between \$90/hour and \$350/hour, depending on the experience of the individual conducting the work, and the specific nature of the client's circumstances. The exact rate will be mutually agreed upon with the client prior to the inception of the work. Fees for this service will be collected in arrears at stages throughout the consulting process, which have been agreed upon with the Plan Adopter.
- D. Payment of NESTEGGS' Fees shall be made either by Plan Adopter or by direct fee payment from the accounts of the participants of the Plan, as elected in Exhibit "A." Plan Adopter hereby authorizes the custodian to debit such Participants' accounts for the amount of NESTEGGS' Fees and to remit them monthly to NESTEGGS on a timely basis. NESTEGGS' authority to withdraw funds from Plan Adopter Accounts is limited to amounts calculated under the terms of this agreement, and any such withdrawal will be preceded by presentation to Plan Adopter of an invoice detailing the amount and calculation of said fees. Plan Adopter acknowledges that NESTEGGS' limited authority to withdraw duly-calculated fees in no way confers custodial responsibility to NESTEGGS. Custody of Plan Adopter funds is governed by Article IX.M. of this Agreement.

- E. Plan Adopter acknowledges that the Fees charged under this Agreement reflect the agreed upon allocation of risks between the parties as considered by this Agreement, which includes Section V.C. of this document regarding liability limitation.

#### **IV. Exchange of Information**

- A. Plan Adopter will timely provide or will cause to be provided to NESTEGGS all information that is applicable to the Plan's investment objectives, risk tolerances, asset allocation, historical performance, income and liquidity requirements, as well as employment status, service periods and other information about Plan participants, and any other relevant matters, that may be reasonably requested by NESTEGGS. Plan Adopter acknowledges and agrees that NESTEGGS shall be entitled to rely upon all of the financial data, documents and other information provided to NESTEGGS by the Plan Adopter. Plan Adopter agrees to notify NESTEGGS promptly in writing as to any material change thereto and to provide or cause to be provided such additional data, documents and other information as may be reasonably requested by NESTEGGS. To the extent that a delay in services provided by NESTEGGS is caused or contributed to by Plan Adopter's failure to provide necessary information to NESTEGGS it is understood and agreed that NESTEGGS shall not be responsible for any such delay.
- B. NESTEGGS shall uphold their confidentiality obligation by considering all personnel and financial information provided by Plan Adopter or any of its employees to NESTEGGS, and any and all data or information included in or taken from, is considered "Proprietary Information." Except in the ordinary course of performing the selected services or with the prior permission from Plan Adopter, NESTEGGS shall not use such Proprietary Information and will not disclose or disseminate any part of the Proprietary Information to third parties except with respect to additional service contractors, such as actuaries. When applicable, NESTEGGS will insure that additional Service Contractors are bound by the foregoing confidentiality obligation.
- C. NESTEGGS may grant the Adopter or its representatives, upon the Adopter's request, access to various technology platforms that assist with the maintenance and operation of the Plan. These systems may include, but are not limited to, SchARP and Sponsor Web, and with enabled permissions users can have the ability to upload data directly to NESTEGGS' Recordkeeping system as well as initiate and execute ACH drafts from the Adopter's bank account on record. The Adopter is responsible for specifying authorized users of the Adopter Website (including SchARP) and requesting deactivation of authorized user credentials when appropriate. The Adopter will indemnify NESTEGGS for any damages NESTEGGS or the Adopter suffers as a result of actions taken in the various technology platforms by the Adopter or its representatives. NESTEGGS has no liability to the Plan or Plan Adopter for acting on information received from actions taken by the Adopter or its representatives in the various technology platforms offered by NESTEGGS.

#### **V. Indemnification**

- A. NESTEGGS shall defend, indemnify and hold the Plan Adopter, its officers, directors, employees and agents 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 NESTEGGS' failure to perform its obligations as set forth in this Agreement or (ii) arise from its own breach of its fiduciary duties imposed under ERISA with respect to performance of Fiduciary Services hereunder; provided however, NESTEGGS shall not indemnify Plan Adopter for any indirect, special consequential or exemplary damages.

- B. Plan Adopter shall defend, indemnify and hold NESTEGGS, its officers, directors, employees and agents 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 Plan Adopter's (i) failure to perform its obligations as set forth in this Agreement or (ii) which arise from incorrect or incomplete data provided by Plan Adopter to NESTEGGS; provided however, Plan Adopter shall not indemnify NESTEGGS for any indirect, special consequential or exemplary damages.
- C. The maximum aggregate liability of each Party to the other for any cause of action arising out of or related to this agreement, (other than a cause of action concerning a breach of fiduciary duty), shall not exceed the amount of fees billed under this contract during the past twelve months. Neither Party shall be liable for any act or omission of any other person or entity exercising a fiduciary responsibility, if such fiduciary responsibility has been properly allocated to such other person by the Plan Adopter, except to the extent that the Party has itself violated its fiduciary responsibility or its obligations under this Agreement, or except to the extent that applicable law (including ERISA) may expressly provide otherwise.

## **VI. Insurance**

NESTEGGS currently maintains professional liability (errors and omissions) insurance with coverage limits of \$1,000,000 and will continue to maintain such insurance provided it is commercially available. If such coverage shall cease (or coverage limits reduced) and shall not be available on a commercially reasonable basis (as determined by NESTEGGS in its discretion), then such insurance shall not be continued. In such event, NESTEGGS will advise Plan Adopter and Trustee accordingly; however, the discontinuation of such coverage shall not result in the termination of this Agreement or otherwise affect the duties and obligations of the Parties under this Agreement. Plan Adopter and Trustee shall have at all times a fidelity bond as required by §412 of ERISA. Upon request by a Party to this Agreement the other Party shall promptly provide evidence of the coverage required under this Agreement to the requesting Party.

## **VII. Representations**

A. NESTEGGS represents:

1. It has the power and authority to enter into and perform the Agreement.
2. The person(s) signing in a representative capacity on its behalf is duly authorized to sign this Agreement.
3. There exists a valid and binding obligation and this Agreement is enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, and other similar laws that affect the enforcement of creditor's rights and discretion given to a court to grant the specific performance of contracts.
4. It is a registered investment adviser under the Advisers Act and agrees to maintain such registration throughout the term of this Agreement.

**B. Plan Adopter Represents:**

1. The retention of NESTEGGS as an investment adviser is permitted by the Plan documents and any related trust, and Plan Adopter has the exclusive authority to enter into this Agreement on behalf of the Plan.
2. This Agreement is in the best interests of the Plan and its participants.
3. The plan documents do not prohibit payment of the Fees out of Plan assets, the Fees required to be paid under this Agreement are fair and reasonable, such payment of Fees is allowable under ERISA.
4. The Plan meets the requirements to qualify for using certain investment vehicles.
5. The Plan Adopter will provide to NESTEGGS upon request copies of the Plan documents and such supporting documentation as may be reasonably required by NESTEGGS to verify the above representations.
6. The execution of this Agreement is with the approval and consent of the adopter of the Plan

**VIII. Warranties**

NESTEGGS warrants that it is qualified to provide any and all of the Services set out in Exhibit "A" and all of the Services selected by the Plan Adopter shall be performed in good faith, in accordance with all applicable industry standards and all applicable laws and governmental regulations (including ERISA), and with the degree of care, diligence, and skill that would be exercised by a prudent person rendering similar services in similar circumstances. All investments are subject to market, political, currency, economic, and business risks and therefore may not always be profitable. NESTEGGS makes no guarantees as to financial results and any information provided regarding past performance is in no way a guarantee of future results.

**IX. Miscellaneous**

- A. Notices. Any and all notices required or permitted under the 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, or (iii) sent via a nationally recognized overnight courier service to the address shown in this Agreement, or such other address as any Party shall have designed by notice in writing to the other Party. Notices shall be effective upon personal delivery, mailing or sending as above. Addresses for the Parties are as follows:

As to NESTEGGS:

Kevin Cheezum, President  
c/o NestEggs, Inc.  
10407 Centurion Pkwy N, Ste 126  
Jacksonville, Florida 32256

As to Plan Adopter:

Plan Adopter: South Atlantic Systems Group, Inc.

Authorized Signer: Mark Teixeira

Street: 2099 Park St

City, St, Zip: Jacksonville, FL 32204

- B. Assignability. Neither this Agreement nor any of its rights or its obligations hereunder may be assigned by any Party without the prior written consent of all Parties. Any attempted assignment or delegation shall be null and void.
- C. Modification. This Agreement may be modified only if the modification is in writing, identified as a modification, signed by all Parties.
- D. Entire Agreement. This Agreement contains the complete and exclusive agreement between the parties and superseded any and all prior agreements, arrangements, and understandings, whether oral, written, electronic or in any other form, between the parties pertaining to the subject matter herein.
- E. Relationship of Parties. The relationship of the Parties under this Agreement shall at all times be that of an independent contractor.
- F. Supplemental Documentation. Additional documents or other actions that may be reasonably necessary to carry out this Agreement shall be executed and delivered by each Party as requested in writing by the Party so requesting.
- G. Severability. If any of the provisions of the Agreement shall, for any reason, be illegal or invalid, or become illegal or invalid, such illegality or invalidity shall not affect any other provision of the Agreement and the Agreement shall be enforced as if such illegal or invalid provision had not been contained in the Agreement. If a provision is found to be invalid, illegal or otherwise unenforceable, a provision that is as similar as possible while being legal, valid, and enforceable shall be automatically added.
- H. Applicable Law. This Agreement shall be deemed executed and completed in Florida. The laws of Florida shall govern the Agreement in all respects, including but not limited to statutes of limitation, the construction and enforcement thereof, unless preempted by the Advisers Act (or any rule, regulation, or order adopted by the SEC under the Advisers Act) or ERISA (or any rule, regulation, or order adopted by the Department of Labor under ERISA), and without giving effect to its conflict of laws principles.
- I. Arbitration. All disputes among the Parties and NESTEGGS that arise from or relate to the subject matter of this Agreement, or the construction, interpretation, performance or breach of this Agreement shall be settled by binding arbitration in the State of Florida, under the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered by Judgment of the arbitrator shall be final, and may be entered into and enforced by any court having jurisdiction.
- J. Rules of Construction. The rules set out in this paragraph shall be followed when interpreting the provisions of this Agreement: (i) All schedules and exhibits that are attached are incorporated into this document and are made a part of this document by this reference. When the term "Agreement" is used it shall be deemed to include all such exhibits and schedules and any other documents expressly incorporated, by reference, into this Agreement; (ii) Any captions or headings set out in this Agreement are for convenience only and in no way define,

limit, or describe the scope or intent of any provisions of this Agreement; (iii) Any reference to “Sections” are references to sections of this Agreement unless it is established that the reference is to something other than this Agreement; (iv) This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement; (v) This Agreement shall be construed as having been drafted together, by all Parties, and is in no way in favor of or against one party or the other; (vi) Any reference to a statute by this Agreement shall include a reference to any successor to that statute and or any revision to that statute; (vii) “Plan Adopter” is identified to in the opening paragraph. Unless expressly set out in this Agreement, any reference to “Plan Adopter” shall also be a reference to the Plan’s “plan administrator” as both are defined under ERISA; (viii) “ERISA” refers to the Employee Retirement Income Security Act of 1974, as amended from time to time, or any corresponding provisions of succeeding law.

- K. **Attorney’s Fees.** If any action or proceeding is brought to enforce any provision set out in this Agreement or where any provision of this Agreement is asserted as a valid defense, the Party that is successful in such an action or proceeding shall be entitled to recover reasonable attorney’s fees incurred by it in the action or proceeding from the unsuccessful Party.
- L. **Jurisdiction.** Any court action seeking relief through an injunction (the action shall be strictly limited to injunctive relief only); any court action where there is a challenge to the enforceability of the arbitration provision of this Agreement; or court action filed after a competent jurisdiction has declared such arbitration provisions to be unenforceable, the courts of Florida shall have exclusive jurisdiction over such legal actions, venue shall also be in Florida. By providing their signatures below each party consents to exclusive, personal jurisdiction and venue and waives any objection based on personal jurisdiction and/or venue.
- M. **Custodial Services and Corporate Directed Trustee.** Custodial services and the Corporate Directed Trustee for Plan assets will be provided by Charles Schwab Trust Bank (“Schwab”). Schwab shall have a separate agreement and disclosure agreement with Plan Adopter. Plan Adopter authorizes NestEggs to approve payments to Schwab for their custodial services and fees.
- N. **Standing ACH Pull Authorization.** As part of the onboarding process, Plan Adopter will complete and execute Schwab’s Debit ACH Authorization Form in order to fund retirement contributions and deferrals. NestEggs, upon receiving notice of payroll processing from either the Plan Adopter, its employees or its third party payroll processor (i.e. ADP, Paychex, Paycor, etc.), is authorized to initiate debit “pull” entries to the bank/credit union account indicated on Schwab’s Debit ACH Authorization Form. This authority extends to the processing of loan payments. This authority is to remain in full force and effect until NestEggs has received written notification from Plan Adopter of its termination in such time and in such manner as to afford NestEggs and the bank/credit union a reasonable opportunity to act on it. The Plan Adopter has the authority to make this agreement as the authorized signer. The Plan Adopter also expressly acknowledges sole responsibility (thereby holding NestEggs harmless) for payments regardless of whether there are sufficient funds on deposit in such account and the Plan Adopter is liable with respect to any applicable fees incurred due to insufficient funds at the depository. The Plan Adopter will indemnify NestEggs for any damages NestEggs suffers as a result of this Standing ACH Pull Authorization. NestEggs has no liability to the Plan or Plan Adopter for acting on this Standing ACH Authorization.

**X. Disclosures**

- A. ERISA §2550.408b-2. Plan Adopter and NESTEGGS make the following disclosures: (i) Plan Adopter represents that it is the “responsible plan fiduciary” with selecting and monitoring the PPP and any other named fiduciary of the Plan in accordance with the requirements of ERISA and the governing Plan documents. NESTEGGS shall be entitled to rely upon this statement until notified in writing of a change in circumstance; (ii) This Agreement will also constitute a disclosure statement under ERISA Regulation §2550.408b-2; (iii) As soon as practicable and in no event later than sixty (60) days after the date in which NESTEGGS becomes informed of the change, NESTEGGS will disclose to Plan Adopter any change to information set out in this Agreement that is required to be disclosed by NESTEGGS under ERISA Regulation §2550.408b-2(c)(1)(iv). Where timely disclosure is not possible due to extraordinary circumstances that are beyond NESTEGGS control, the disclosure will be made as soon as practicable; (iii) As soon as practicable but not less than annually NESTEGGS will disclose any change of information regarding the investment funds as required to be disclosed under ERISA Regulation §2550.408b-2(c)(1)(iv). Where timely disclosure is not possible due to extraordinary circumstances that are beyond NESTEGGS control, the disclosure will be made as soon as practicable; (iv) As set out in ERISA Regulation §2550.408b-2(c)(1)(vi)(A), NESTEGGS will, whenever requested by the Plan Adopter or plan administrator in writing, timely disclose all information related to this Agreement and any compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and any regulations, forms, and schedules issued under that Title. Each disclosure will be provided to the Plan Adopter reasonably in advance of the date on which the fiduciary making the request states that it must comply with the applicable reporting and disclosure requirements under Title I of ERISA, however where timely disclosure is not possible due to extraordinary circumstances that are beyond NESTEGGS control, the information will be disclosed as soon as practicable; (v) When an unintentional error or omission is made by NESTEGGS when disclosing the information required under ERISA Regulation §2550.408b-2(c)(1)(iv) or (vi)(A), NESTEGGS will disclose to Plan Adopter the corrected information as soon as practicable, but in no event later than thirty (30) days from the date that NESTEGGS learns of the error or omission; (vi) Any time NESTEGGS is to receive any Indirect Compensation (as defined in ERISA Regulation §2550.408b-2(c)(1)(viii)(B)(2)) from the investment companies selected by Plan Adopter for the Plan’s accounts, NESTEGGS will promptly send Plan Adopter notice in writing of the amount, payer, services, and manner of receipt for such Indirect Compensation in an Indirect Fee Advisory Disclosure. Plan Adopter will also be notified by NESTEGGS within the timeframe provided under the ERISA Regulations of any changes that will affect the receipt of the Indirect Compensation along with the Indirect Compensation itself; and (vii) Any compensation received by NESTEGGS from its affiliates and/or subcontractors will be disclosed to Plan Adopter as required by ERISA Regulation §2550.408b-2(c)(1)(iv)(C)(3).

SIGNATURE PAGE FOLLOWS



The Plan Adopter and NESTEGGS by providing their signatures as of the date indicated below will have caused the Agreement to be duly executed and delivered.

**NESTEGGS:**

Kevin Cheezum

DocuSigned by:

By: Kevin Cheezum  
14B90C890103454...

Date: 10/29/2021

Title: President

**Plan Adopter:**

Plan Adopter: South Atlantic Systems Group, Inc.

Authorized Signer: Mark Teixeira

DocuSigned by:

By: Mark W Teixeira  
2503F5C16DFA400...

Date: 11/2/2021

Title: President

*Service Agreement, Exhibit A: Itemized Statement of Services*

**ERISA §3(21) Fiduciary Service Group**

Record Keeping & Custody Platform

Explicit Acknowledgement of ERISA §3(21) Fiduciary Responsibility  
Professional Liability Insurance For both Record Keeping and Fiduciary Roles  
Secure, Web-Based, Interface for Plan Adopter and Participants  
All Components Fully-Integrated to Streamline Calculations and Operations  
Nationally-Recognized Custodian with Charles Schwab Trust Bank  
Certified Custodial Statements for Short-Form Audit

Participant Support Services

On-Line Retirement Readiness & Risk Management Assessments  
On-Line Enrollment with SmartPlan (includes risk profiles, robo-advising and projections)  
On-Line Updates to Deferral Rates and Personal Data  
On-Line Trading  
On-Line Allocation Changes  
On-Line Scheduled or On-Demand Rebalancing  
On-Demand Historical Statements with Participant-Selected Dates  
Electronic Quarterly Statements  
On-Line Loan & Distribution Processing  
One Annual Onsite Included up to 4 hours by request  
\*subject to additional hourly service & travel fees: multiple locations, additional hours, translator  
Phone or GoToMeeting Support from NestEggs Administrators and Advisers  
NestEggs Mobile and Tablet Friendly Participant Portal

Company Adopter Support Services

Contribution Calculation and Allocation  
Automatic Enrollment, if Desired  
Automated Payroll Integration if Supported by Payroll Provider  
Operational Forms Accessible On-Line  
Automated Flow-Through of Trades  
Automatic Notification of Participant-Driven Events  
Targeted Messaging Functionality  
Annual Plan Design to Evaluate Evolving Adopter Dynamics & Demographics  
Assistance with Development of the Plan's 'Investment Policy Statement'  
Routine Amendments

Investments

Open Architecture  
On-Line Employee Outreach / Education

Compliance, Testing & Reporting

1099  
ADP / ACP Non-Discrimination Test  
TopHeavy Test  
401(a)(4) Non-Discrimination Test  
410(b) Coverage Test  
DOL Investment Disclosure

**ERISA §3(16) Fiduciary Administrative Services (See Exhibit B for more detail)**

Prepare, review, sign and file the Plan's Form 5500  
 Maintain complete copies of signed Plan documents, amendments, and records  
 Approve plan distributions and withdrawals  
 Approve plan loans and QDROs if applicable  
 Create, maintain, review, and provide participant disclosures

**ERISA §3(38) Fiduciary Investment Management and Oversight**

NestEggs Explicitly Becomes Co-Fiduciary with Sponsor  
 NestEggs Managed Portfolios  
 Fiduciary Oversight and Review  
 Access to Dimensional Funds  
 Automatic Rebalancing of NestEggs Managed Portfolios  
 Development and Maintenance of the Plan's 'Investment Policy Statement'  
 Personalized Investment Advice via Phone or GoToMeeting or our Office from licensed Advisers

**Grand Total Annual Fees for Recordkeeping, TPA Services and Advisory Services**

Fees are charged monthly by dividing the annual fee by 12. For example, if the annual asset charge is .6% the monthly charge would be .05%. Annual Fees charged to the plan participants or against assets are done so using the pro-rata method. Under a pro-rata method, expenses are charged proportionately to each participant based on the assets in their account.

Assets Under Management	<u>0-\$3M</u>	<u>\$3M-\$6M</u>	<u>\$6M-\$9M</u>	<u>\$9M+</u>
Base Fee (Fixed)	\$3,500	\$3,500	\$3,500	\$3,500
Asset Based Charge	0.50%	0.45%	0.40%	0.35%
Per Participant Charge	1 - 99 (\$55)	100-249 (\$50)	250-499 (\$45)	500+ (\$40)

One-time Implementation and Onboarding Fee: **\$1,500.00**

**Fees Paid by Plan Adopter "Company" or Participants "Plan Assets"**

Base Fee:  Plan Adopter "Company" or  Participants "Plan Assets"

Asset Based Charge:  Plan Adopter "Company" or  Participants "Plan Assets"

Per Participant Charge:  Plan Adopter "Company" or  Participants "Plan Assets"

DS  
MWT

*Plan Adopter Assets Under Management get reassessed quarterly. For example, if an adopter's Assets Under Management goes from \$2,900,000 to \$3,100,000 in February, their calculation would be updated in the 2nd Quarter of the year to 0.45% from 0.50%. Billing is done in arrears. For this example, the first bill calculated and deducted from the assets at 0.45% would occur in early May for April services.*

*Assets Under Management include the total assets for the individual adopting employer of the Pooled Employer Plan. For example, \$3M-\$6M in the chart above is equivalent to \$3,000,000-\$6,000,000.*

*Participant Charge calculation example for an adopter with 120 participants with an asset balance: 99x\$55 + 21x\$50*

**Participant Directed Charges**

Fees for Specific Participant-initiated Transactions (plus special handling or overnight delivery costs) Are Applied to a Participant's Individual Accounts as Follows:

Loan (one-time implementation; no recurring fees)	\$250
QDRO (to split account among spouses)	\$150
Distributions	\$150
Forced Distributions	\$150
Overnight Mailing or Wire Fee	\$30
Missing Person Search	\$150
Implementation of Self-Directed Brokerage Accounts	\$150

(Adopter Approval Required: One-time setup charge to add feature to plan, \$500)

*Service Agreement, Exhibit B: ERISA §3(16) Fiduciary Administrative Services*

NESTEGGS agrees that it will provide the administrative services set forth below as an ERISA fiduciary to the Plan, provided however that the Plan Adopter acknowledges and affirms their understanding that the Plan Adopter retain(s) full fiduciary responsibility and liability for any and all other discretionary tasks in connection with the Plan that are not specifically set forth below. NESTEGGS expressly disclaims, irrespective of any other document, instrument or purported agreement or understanding to the contrary, any and all responsibility or liability whatsoever to act under ERISA as a "Named Fiduciary" of the Plan, or in any other capacity whatsoever, with respect to any responsibilities or functions not specifically set forth below.

Further, the Plan Adopter acknowledges and affirms their understanding that (i) NESTEGGS' ability to carry out the ERISA §3(16) Fiduciary Administrative Services set forth below depends significantly on its receipt of complete, accurate and timely information regarding Plan assets (i.e., from the Trustee, custodian or other party), Participant data (i.e., from the Plan Adopter) such as employment status, disability status, marital status, compensation, eligibility, etc., and other pertinent information, and (ii) the provisions set forth in Section V(B) of the Agreement shall apply to the fullest extent permissible under ERISA or other applicable law with respect to the ERISA §3(16) Fiduciary Administrative Services, notwithstanding that NESTEGGS shall carry them out in a fiduciary capacity.

General Administrative Responsibilities. Subject to the above qualifications, NESTEGGS will:

- Maintain complete copies of signed Plan documents and amendments;
- Interpret Plan provisions as necessary to resolve claims for benefits or other operational or administrative issues;
- Maintain records of Participants' Beneficiary designations;
- Apply forfeited funds to pay Plan expenses or to reduce employer contributions, but solely in accordance with instructions from the Plan Adopter;
- Approve and authorize corrective distributions for excess contributions and/or failure of non-discrimination tests; and
- Approve or reject requests by Participants to make rollover contributions.

Form 5500. Subject to the above qualifications, NESTEGGS will:

- On an annual basis, prepare, review, sign and file the Pooled Employer Plan's Form 5500 Series Annual Report and all supporting Schedules.

Plan Distributions and Withdrawals. Subject to the above qualifications, NESTEGGS will:

- Receive distribution and withdrawal requests, and other benefit claims, from Participants and Beneficiaries;
- On the basis of Plan terms and Participant/Beneficiary data furnished by the Plan Adopter, review eligibility for and authorize or deny distribution/withdrawal requests and claims for benefits;
- Authorize required minimum distributions;
- Communicate with Participants and Beneficiaries regarding distributions, withdrawals and claims for benefits; and
- Plan Adopter is responsible for authorizing release of the approved distribution payment from the Plan's Trust Account to the approved Payee.

Plan Loans. Subject to the above qualifications, NESTEGGS will:

- Receive and review Participant loan applications;
- Approve loan terms and documentation;
- On the basis of Plan provisions, determine appropriate interest rates for loans;
- Approve/deny loan applications and authorize disbursements;
- Monitor loan repayments, provide default notices to Participants, and report defaulted loans as taxable distributions; and
- Communicate with Participants regarding Plan loans.
- Plan Adopter is responsible for authorizing release of the approved distribution payment from the Plan's Trust Account to the approved payee.

QDROs. Subject to the above qualifications, NESTEGGS will:

- Receive domestic relations orders and related communications and documents from Participants, Alternate Payees, and their legal representatives;
- Direct that holds be placed on loans or distributions from a Participant's account while a domestic relations order is pending and remove such holds as appropriate;
- Communicate with Participants, Alternate Payees, and their legal representatives regarding domestic relations orders;
- Maintain, approve and provide copies of the Plan's QDRO Procedures to Participants, Alternate Payees, and their representatives;
- Review domestic relations orders to determine whether such orders meet the requirements for QDROs and request modifications as appropriate; and
- Authorize and direct the segregation and/or distribution of an Alternative Payee's interest in a Participant's Plan account.
- Plan Adopter is responsible for authorizing release of the approved distribution payment from the Plan's Trust Account to the approved payee.
- 

Participant Disclosures. Subject to the above qualifications, NESTEGGS will:

- Create, maintain, review and provide updated Summary Plan Descriptions (SPDs) and Summaries of Material Modifications (SMMs) to Participants;
- Furnish Participants with Summary Annual Reports (SARs), as required under ERISA;
- To the extent applicable to the Plan, furnish Participants with:
  - Initial, annual and quarterly investment/fee disclosures under 29 CFR §2550.404a-5, and other ERISA-mandated account statements;
  - If any, other investment disclosures required to maintain compliance with ERISA Section 404(c);

- Sarbanes-Oxley blackout notices (for the avoidance of doubt, solely with respect to blackouts where, despite the blackout, the Plan remains an ongoing client of NESTEGGS);
  - 401(k) Safe Harbor notices;
  - Qualified Default Investment Alternative (QDIA) notices;
  - Automatic enrollment notices; and
- Provide copies of Plan documents, amendments and other documents to Participants and Beneficiaries, as required under ERISA, upon request;

### **Examples of Services that NESTEGGS Does Not Perform Under Any Circumstances**

Without limitation, the Plan Adopter acknowledges and affirms its understanding that NESTEGGS does not, and shall not at any time, provide any of the following services with respect to the Plan (or otherwise):

- Fiduciary investment advice or investment management with respect to (if applicable with respect to the Plan) self-directed brokerage account assets, employer stock, insurance or annuities, real estate or other real assets, or non-public investment funds or other securities;
- Trustee services, including but without limitation the collection of any Plan contributions, and authorizing release of payments from the Plan's Trust Account;
- Reviewing or evaluating the reasonableness of any service contracts, fees, or 408(b)(2) disclosures of any third-party vendors selected by the Plan Adopter, or the engagement, monitoring or termination of any such third-party vendors;
- Accounting or auditing services of any kind;
- Legal advice or other legal services of any kind; and
- Tax advice or other tax services of any kind.

### **Additional Indemnification for Distributions, Withdrawals and Plan Loans**

Notwithstanding any other provision of this Agreement, or any other document, instrument or purported agreement or understanding to the contrary, Plan Adopter shall defend, indemnify and hold NESTEGGS, its officers, directors, employees and agents 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 any distribution, withdrawal or Plan loan payment made to (or for the benefit of) a person reasonably and in good faith believed by NESTEGGS (or other indemnitee above) to be the correct and appropriate payee. Plan Adopter acknowledges that (i) the risk of fraud and identity theft cannot be avoided altogether, (ii) it has been afforded the opportunity to discuss with NESTEGGS the processes employed by NESTEGGS to verify the identity of payees and avoid fraudulent payments, and (iii) it regards such processes as sufficient.

**Part 2A of Form ADV: Firm Brochure**



**Nesteggs Retirement Plan Services, Inc.**  
10407 Centurion Parkway N, Suite 126  
Jacksonville, FL 32256

Telephone: (904) 348-3131  
Email: [Kevin@NestEggs401K.com](mailto:Kevin@NestEggs401K.com)  
Web Address: [www.NestEggs401k.com](http://www.NestEggs401k.com)

July 2, 2021

This brochure provides information about the qualifications and business practices of NestEggs Retirement Plan Services, Inc. (referred throughout this brochure as NestEggs, Inc.). If you have any questions about the contents of this brochure, please contact us at (904) 348-3131 or [Kevin@NestEggs401k.com](mailto:Kevin@NestEggs401k.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

Additional information about NestEggs, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 133507.

## Item 2 Material Changes

This Firm Brochure, dated 3/23/2021, provides you with a summary of NestEggs, Inc.'s advisory services and fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things. This Item is used to provide our clients with a summary of new and/or updated information; we will inform of the revision(s) based on the nature of the information as follows.

1. Annual Update: We are required to update certain information at least annually, within 90 days of our firm's fiscal year end (FYE) of December 31. We will provide you with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of our FYE or we will provide you with our revised Brochure that will include a summary of those changes in this Item.
2. Material Changes: Should a material change in our operations occur, depending on its nature we will promptly communicate this change to clients (and it will be summarized in this Item). "Material changes" requiring prompt notification will include changes of ownership or control; location; disciplinary proceedings; significant changes to our advisory services or advisory affiliates - any information that is critical to a client's full understanding of who we are, how to find us, and how we do business.

The following summarizes new or revised disclosures based on information previously provided in our Firm Brochure dated 03/28/2020:

Item 4: Advisory Business: NestEggs, Inc. had a total of \$276,652,066 in assets under management as of December 31, 2020.



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## **Item 4 Advisory Business**

NestEggs, Inc. is a SEC-registered investment adviser with its principal place of business located in Florida. NestEggs, Inc. began conducting business in 2000.

Listed below are the firm's principal shareholders (i.e., those individuals and/or entities controlling 25% or more of this company).

- Kevin Brooks Cheezum, President
- Blake Austin Macklin, CFO

NestEggs, Inc. offers the following advisory services to our clients:

### **PENSION CONSULTING SERVICES**

We provide several advisory services separately or in combination. While the primary clients for these services will be pension, profit sharing and 401(k) plans, we offer these services, where appropriate, to individuals and trusts, estates and charitable organizations. Pension Consulting Services are comprised of four distinct services. Clients may choose to use any or all of these services.

Investment Policy Statement Preparation (hereinafter referred to as "IPS"):

We will correspond with the client (generally in person, through email, or over the telephone) to determine an appropriate investment strategy that reflects the plan sponsor's stated investment objectives for management of the overall plan. Our firm then prepares a written IPS detailing those needs and goals, including an encompassing policy under which these goals are to be achieved. The IPS also lists the criteria for selection of investment vehicles as well as the procedures and timing interval for monitoring of investment performance.

Selection of Investment Vehicles:

We assist plan sponsors in constructing appropriate asset allocation models. We will then review various mutual funds (both index and managed) to determine which investments are appropriate to implement the client's IPS. The number of investments to be recommended will be determined by the client, based on the IPS.

Monitoring of Investment Performance:

We monitor client investments continually, based on the procedures and timing intervals delineated in the Investment Policy Statement. Although our firm is not involved in any way in the purchase or sale of these investments, we supervise the client's portfolio and will make recommendations to the client as market factors and the client's needs dictate.

Employee Communications:

For pension, profit sharing and 401(k) plan clients with individual plan participants exercising control over assets in their own account ("self-directed plans"), we also provide educational support and investment education meetings designed for the plan participants. The nature of the topics to be covered will be determined by us and the client under the guidelines established in ERISA Section 404(c). The educational support and investment meetings will NOT provide plan participants with individualized, tailored investment advice or individualized, tailored asset allocation recommendations.

At a plan participant's request, and if so arranged with the client, NestEggs, Inc. may also provide limited consulting advice to the participant, with regard to the participant's asset allocation decision. Fees for this advisory service are included in the fee paid by the plan to NestEggs, Inc. In addition, NestEggs, Inc. provides non-investment related consulting services related to retirement plan compliance and administration.

## MODEL PORTFOLIO MANAGEMENT

Our firm provides continuous portfolio management services to clients using mutual fund model asset allocation portfolios. Each mutual fund model portfolio is designed to meet a particular investment goal. In addition to providing mutual fund model portfolio management to our Pension, Profit Sharing and 401k Plan clients above, we also offer these services to Non-Pension clients. Non-Pension clients include but are not limited to Individual Retirement Accounts, Individuals and High net worth individuals. Below are the three mutual fund model asset allocation portfolios we provide:

- 100/0 NestEggs All Equity Portfolio**
- 80/20 NestEggs Growth Portfolio**
- 60/40 NestEggs Balanced Portfolio**
- 40/60 NestEggs Conservative Portfolio**

Through personal discussions with the client in which the client's goals and objectives are established, we initially determine whether the model portfolio is suitable to the client's circumstances. Once we confirm suitability, the portfolio is managed based on the portfolio's goal, rather than on each client's individual needs. Clients are under no obligation to select from the three mutual fund model asset allocation portfolios offered by NestEggs, Inc. Clients, nevertheless, have the opportunity to place reasonable restrictions on the types of investments to be held in their account. Clients retain individual ownership of all securities.

We manage these advisory accounts on a discretionary basis. Account supervision is guided by the client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations.

Once the client's portfolio has been established, we review the portfolio annually, and rebalance the portfolio at least three times per year.

Our investment recommendations are not limited to any specific product or service offered by a broker dealer or insurance company and will generally include advice regarding the following securities:

- Mutual fund shares

Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

To ensure that our initial determination of an appropriate portfolio remains suitable and that the account continues to be managed in a manner consistent with the client's financial circumstances, we will:

- a. send quarterly statements with reminders to each Model Portfolio Management Services client requesting any updated information regarding changes in the client's financial situation and investment objectives;
- b. at least annually, reach out to clients through various email communications offering to review their accounts to determine if there have been any changes in the client's financial situation or investment objectives, and whether the client wishes to impose investment restrictions or modify existing restrictions; and
- c. be reasonably available to consult with the client.

## AMOUNT OF MANAGED ASSETS

As of 12/31/2020, we were actively managing \$236,434,327 of clients' assets on a discretionary basis plus \$40,217,739 of clients' assets on a non-discretionary basis.

## Item 5 Fees and Compensation

### PENSION CONSULTING FEES

Our fees for Pension Consulting Services will be charged in one of two different ways:

- 1) The greater of a fixed monthly fee of \$200 or an asset based fee. The asset based fee is based upon the value of Plan assets as of the end of the applicable monthly period. The fee is payable monthly, in arrears. For 3(21) Fiduciary Services, the standard fee is 3.33 Basis Points per month. For 3(38) Fiduciary Services, depending on the complexity of the Plan Design, the standard fee ranges between fee is 4.167 Basis Points per month and 9.2 Basis Points per month. 3(38) Fiduciary Services include our Mutual Fund Model Portfolio Management Services which are part of the monthly fee. NestEggs, Inc. may also provide 3(16) Fiduciary Services and Non-Fiduciary Optional Services for certain back-office and technological support functions. These services are provided at a flat fee or per plan participant fee and are disclosed in the Service Agreement by Exhibit A and vary on a client by client basis depending on plan features, reporting requirements, and number of participants. These fees are negotiable.
- 2) As an hourly fee, ranging between \$90/hour and \$225/hour, depending on the experience of the individual conducting the work, and the specific nature of the client's circumstances. The exact rate will be mutually agreed upon with the client prior to the inception of the work. Fees for this service will be collected in arrears at stages throughout the consulting process, which have been agreed upon with the client. There is a minimum annual fee requirement of \$1,800 for this service, although under certain circumstances this may be negotiable.

### NON-PENSION MANAGEMENT FEES

Non-Pension clients will be charged the greater of a minimum monthly fee of \$41.67 or an asset based fee of 7.5 Basis Points per month. The asset based fee is based upon the value of account assets as of the end of the applicable monthly period. The fee is payable monthly, in arrears, and is prorated for the days of the month when the client agreement becomes effective. These fees are negotiable.

### GENERAL INFORMATION

Payment of NestEggs, Inc. fees may be made by invoice to the client or by granting NestEggs, Inc. authorization to debit the fee from the client's or Plan's account. The client will select the method of fee payment at the time the service agreement is executed and upon notice thereafter.

NestEggs, Inc. may charge a bona fide, one-time records takeover fee of up to \$15,000. This fee is separate and distinct from any fee charged for advisory services. This fee may be negotiable. No investment advice is rendered with respect to this charge.

**Termination of the Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. As disclosed above, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees will be promptly refunded.

**Mutual Fund Fees:** All fees paid to NestEggs, Inc. for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

**Wrap Fee Programs and Separately Managed Account Fees:** NestEggs, Inc. does not participate in any Wrap Fee Programs. Pension clients may select an Independent Investment advisor to assist with the management of their Pension, Profit Sharing and/or 401k Plan assets in a Separately Managed Account. Clients participating in separately managed account programs may be charged various program fees in addition to the advisory fee charged by our firm. Such fees may include the investment advisory fees of the independent advisers, which are subject to the terms agreed upon in a separate service agreement with the independent advisor. Such fees require a client's signed authorization before they will be charged. We will review with clients any separate program fees that may be charged to clients.

**Additional Fees and Expenses:** In addition to our advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker dealers, including, but not limited to, any transaction charges imposed by a broker dealer with which an independent investment manager effects transactions for the client's account(s). Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

**Grandfathering of Minimum Account Requirements:** Pre-existing advisory clients are subject to NestEggs, Inc.'s minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

**ERISA Accounts:** NestEggs, Inc. is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, NestEggs, Inc. may only charge fees for investment advice about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset NestEggs, Inc.'s advisory fees.

**Advisory Fees in General:** Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

**Limited Prepayment of Fees:** Under no circumstances do we require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

## **Item 6 Performance-Based Fees and Side-By-Side Management**

NestEggs, Inc. does not charge performance-based fees.

## **Item 7 Types of Clients**

NestEggs, Inc. provides advisory services to the following types of clients:

- Individuals (other than high net worth individuals)
- High net worth individuals
- Pension and profit sharing plans (other than plan participants)

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

### METHODS OF ANALYSIS

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

**Mutual Fund and/or ETF Analysis.** We primarily use Index Funds, however, in the case of managed mutual funds, we look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in another fund(s) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

NestEggs, Inc. primarily focuses on asset class diversification and underlying fund characteristics in its analysis of securities. In comparing mutual funds within an asset class, NestEggs, Inc. uses comparative historical data published by Morningstar, particularly the Sharpe Ratio, Standard Deviation, and 10-year performance relative to asset-class peers.

**Risks for all forms of analysis.** Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

### INVESTMENT STRATEGIES

We use the following strategy(ies) in managing client accounts, provided that such strategy(ies) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

**Long-term purchases.** We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Clients should understand that investing in any securities, including mutual funds, involves a risk of loss of both income and principal.

## **Item 9 Disciplinary Information**

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Our firm and our management personnel have no reportable disciplinary events to disclose.

## **Item 10 Other Financial Industry Activities and Affiliations**

NestEggs, Inc. acts as a Third Party Administrator for its Pension Clients and receives distinct fees for such services as described in Item 5 above. NestEggs, Inc. requires Pension Clients to utilize our Third Party Administration services. Clients should be aware that the receipt of additional compensation by NestEggs, Inc. and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. NestEggs, Inc. endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser; we take the following steps to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- we collect, maintain and document company retirement plan goals and objectives;
- our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

## **Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

NestEggs, Inc. and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.



NestEggs, Inc.'s Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to kevin@nesteggs.cc, or by calling us at (904) 348-3131.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
6. We have established procedures for the maintenance of all required books and records.
7. Clients can decline to implement any advice rendered, except in situations where our firm is granted discretionary authority.
8. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
9. We require delivery and acknowledgment of the Code of Ethics by each supervised person of our firm.
10. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
11. Any individual who violates any of the above restrictions may be subject to termination.

## **Item 12 Brokerage Practices**

As a matter of policy and practice, NestEggs, Inc. does not generally block client trades and, therefore, we implement client transactions separately for each account. Consequently, certain client trades may be executed before others, at a different price and/or commission rate. Additionally, our clients may not receive volume discounts available to advisers who block client trades. NestEggs, Inc. primarily invests in Mutual Funds so in general, block trading does not apply.

We do not have any formal or informal soft-dollar arrangements and do not receive any soft-dollar benefits.



We do not request or accept the discretionary authority to determine the broker dealer to be used for client accounts. Clients must direct us as to the broker dealer to be used for all client securities transactions. In directing the use of a particular broker or dealer, it should be understood that we will not have authority to negotiate commissions among various brokers, and best execution may not be achieved, resulting in higher transaction costs for clients.

### **Charles Schwab Institutional and/or Charles Schwab Trust Company**

NestEggs, Inc. may require that Company Retirement Plan clients establish brokerage accounts with the Schwab Institutional and/or Charles Schwab Trust Company divisions of Charles Schwab & Co., Inc. ("Schwab"), a FINRA registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Although we may require that Company Retirement Plan clients establish accounts at Schwab, it is the client's decision to custody assets with Schwab. NestEggs, Inc. is independently owned and operated and not affiliated with Schwab.

Schwab provides NestEggs, Inc. with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Schwab Institutional. These services are not contingent upon our firm committing to Schwab any specific amount of business (assets in custody or trading commissions). Schwab's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For our client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab Institutional also makes available to our firm other products and services that benefit NestEggs, Inc. but may not directly benefit our clients' accounts. Many of these products and services may be used to service all or some substantial number of our client accounts, including accounts not maintained at Schwab.

Schwab's products and services that assist us in managing and administering our clients' accounts include software and other technology that:

1. provide access to client account data (such as trade confirmations and account statements);
2. facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
3. provide research, pricing and other market data;
4. facilitate payment of our fees from clients' accounts; and
5. assist with back-office functions, recordkeeping and client reporting.

Schwab Institutional also offers other services intended to help us manage and further develop our business enterprise. These services may include:

1. compliance, legal and business consulting;
2. publications and conferences on practice management and business succession; and
3. access to employee benefits providers, human capital consultants and insurance providers.

Schwab may make available, arrange and/or pay third-party vendors for the types of services rendered to NestEggs, Inc. Schwab Institutional may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to our firm. Schwab Institutional may also provide other benefits such as educational events or occasional business entertainment of our personnel. In evaluating whether to recommend or require that clients custody their assets at Schwab, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors we consider and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

## **TD Ameritrade Institutional**

NestEggs, Inc. participates in the institutional customer program offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers services to independent investment advisers which include custody of securities, trade execution, clearance and settlement of transactions. NestEggs, Inc. receives some benefits from TD Ameritrade through our participation in the program.

NestEggs, Inc. participates in TD Ameritrade's Institutional customer program and we may recommend TD Ameritrade to our clients for custody and brokerage services. There is no direct link between our firm's participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that is typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount): duplicate client statements and confirmations; research related products and tools; 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.

Some of the products and services made available by TD Ameritrade through the program may benefit NestEggs, Inc. but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by NestEggs, Inc. through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by NestEggs, Inc. or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of TD Ameritrade for custody and brokerage services.

NestEggs, Inc.'s receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to our firm, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, our client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with NestEggs, Inc., in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, we may have an incentive to recommend to our clients that the assets under management by us be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade.

NestEggs, Inc.'s receipt of Additional Services does not diminish our duty to act in the best interests of our clients, including seeking best execution of trades for client accounts.

## **Item 13 Review of Accounts**

### **MODEL PORTFOLIO MANAGEMENT SERVICES**

**REVIEWS:** While the underlying securities within Model Portfolio Management Services accounts are regularly monitored, these accounts are reviewed on an annual basis. Accounts are reviewed in the context of the investment objectives and guidelines of each mutual fund model portfolio as well as any investment restrictions provided by the client. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by: Kevin B. Cheezum, Blake Macklin and Robert Slimmon.

**REPORTS:** In addition to the monthly statements and confirmations of transactions that Model Portfolio Management Services clients receive from their broker-dealer, NestEggs, Inc. will provide quarterly reports summarizing account performance, balances and holdings. These reports will also remind the client to notify us if there have been changes in the client's financial situation or investment objectives and whether the client wishes to impose investment restrictions or modify existing restrictions.

### **PENSION CONSULTING SERVICES**

**REVIEWS:** NestEggs, Inc. will review the client's Investment Policy Statement (IPS) whenever the client advises us of a change in circumstances regarding the needs of the plan. NestEggs, Inc. will also review the investment options of the plan according to the agreed upon time intervals established in the IPS. Such reviews will generally occur annually.

These accounts are reviewed by: Kevin B. Cheezum, Blake Macklin and Robert Slimmon.

**REPORTS:** NestEggs, Inc. will provide reports to Pension Consulting Services clients based on the terms set forth in the client's Investment Policy Statement (IPS).

## **Item 14 Client Referrals and Other Compensation**

### **CLIENT REFERRALS**

Our firm may pay referral fees to independent persons or firms ("Solicitors") for introducing clients to us. Whenever we pay a referral fee, we require the Solicitor to provide the prospective client with a copy of this document (our Firm Brochure) and a separate disclosure statement that includes the following information:

- the Solicitor's name and relationship with our firm;
- the fact that the Solicitor is being paid a referral fee; and
- the amount of the fee;

As a matter of firm practice, the advisory fees paid to us by clients referred by solicitors are not increased as a result of any referral.

It is NestEggs, Inc.'s policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients. NestEggs, Inc. may subcontract certain retirement plan Recordkeeping functions for client plans that are not within its geographic region. Such functions could include:

- Extracting and assembling payroll data to enable NestEggs, Inc. to generate retirement plan contribution calculations,
- Delivering and reviewing preliminary contributions,
- Delivering and reviewing final contributions.

Where such subcontracting of services is contemplated or executed, it will be disclosed in writing to the client and will specifically exclude any services which are investment advisory in nature, unless the service provider is itself a Registered Investment Advisor with its own separate contractual agreement with the client.

## **Item 15 Custody**

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from client accounts. Our clients receive monthly invoices detailing our Recordkeeping and Investment Management fee for the respective period.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

In addition to the periodic statements that clients receive directly from their custodians, we also send account statements directly to our clients on a quarterly basis. We urge our clients to carefully compare the information provided on these statements to ensure that all account transactions, holdings and values are correct and current.

Our firm does not have actual or constructive custody of client accounts.

## **Item 16 Investment Discretion**

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

## **Item 17 Voting Client Securities**

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for:

1. directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and
2. making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

We may provide clients with consulting assistance regarding proxy issues if they contact us with questions at our principal place of business.

## **Item 18 Financial Information**

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

As an advisory firm that maintains discretionary authority for client accounts, we are also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. NestEggs, Inc. has no additional financial circumstances to report.

NestEggs, Inc. has never been the subject of a bankruptcy petition.

## Part 2B of Form ADV: *Brochure Supplement*

Robert Farnsworth Slimmon



NestEggs Retirement Plan Services, Inc. (referred throughout as NestEggs, Inc.)  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

- Qualified 401(k) Consultant (QKC); ASPPA; 2021  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.
  - Defined Contribution Administrative Issues – Basic Concepts (DC-1)
  - Defined Contribution Administrative Issues – Compliance Issues (DC-2)
  - Defined Contribution Administrative Issues – Advanced Topics (DC-3)
  - Administrative Issues of Defined Benefit Plans (DB)

This brochure supplement provides information about Robert Farnsworth Slimmon that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Robert Farnsworth Slimmon is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2**            **Educational, Background and Business Experience**

**Full Legal Name:** Robert Farnsworth Slimmon

**Born:** 1949

**Education:**

- Princeton University; B.A., Psychology; 1970
- University of Illinois; M.A., Abnormal Psychology; 1972

**Business Experience:**

NestEggs, Inc.; Vice President and Director; Employed 8/2000 to Present

**Item 3**            **Disciplinary Information**

Robert has no disciplinary history.

**Item 4**            **Other Business Activities**

A. Investment-Related Activities

1. Robert is not engaged in any other investment related activities.
2. Robert does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

*Robert is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.*

**Item 5**            **Additional Compensation**

Robert does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**            **Supervision**

Robert is the Vice President of NestEggs, Inc. NestEggs, Inc. conducts weekly management meetings in which the firm's partners review and discuss business initiatives, current issues, policies, and procedures. The Partners collectively oversee the management of the firm and partner/officer activities. Advice is periodically monitored through scheduled Client Retirement Plan reviews.

The firm's Officers/Partners may be reached at 904-348-3131:

- Robert Slimmon
- Kevin Cheezum
- Sarah Haner
- Blake Macklin

**Part 2B of Form ADV: *Brochure Supplement***

Kevin Brooks Cheezum



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Kevin Brooks Cheezum that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Kevin Brooks Cheezum is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## **Item 2**                      **Educational, Background and Business Experience**

**Full Legal Name:** Kevin Brooks Cheezum

**Born:** 1977

**Education:**

- University of Central Florida; BS, Business Administration Finance; 2001
- Santa Fe Community College; AA, Business; 1999

**Business Experience:**

NestEggs, Inc.; President and Chief Compliance Officer; Employed 4/2004 to Present

**Designations:**

Kevin has earned the following designations and is in good standing with the granting authority:

- Qualified Plan Financial Consultant (QPFC); ASPPA; 2007  
Earning the ASPPA QPFC designation required successful completion of the following exams:
  - Retirement Plan Fundamentals Part 1 (RPF-1)
  - Retirement Plan Fundamentals Part 2 (RPF-2)
  - Plan Financial Consulting – Part 1 (PFC-1)
  - Plan Financial Consulting – Part 2 (PFC-2)

In addition to successfully completing the above exams, Kevin had to meet the following requirement:

Series 6, 7 or 65 license issued by the FINRA (formerly NASD) and two letters of reference demonstrating at least two years of retirement plan related experience.

- Qualified 401k Administrator (QKA); ASPPA; 2009  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.
  - Retirement Plan Fundamentals Part 1 (RPF-1)
  - Retirement Plan Fundamentals Part 2 (RPF-2)
  - Defined Contribution Administrative Issues – Basic Concepts (DC-1)
  - Defined Contribution Administrative Issues – Compliance Issues (DC-2)
- Qualified 401(k) Consultant (QKC); ASPPA; 2021  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.
  - Defined Contribution Administrative Issues – Basic Concepts (DC-1)
  - Defined Contribution Administrative Issues – Compliance Issues (DC-2)
  - Defined Contribution Administrative Issues – Advanced Topics (DC-3)
  - Administrative Issues of Defined Benefit Plans (DB)

- Qualified Plan Administrator (QPA); ASPPA; 2012  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.  
[Defined Contribution Administrative Issues – Basic Concepts \(DC-1\)](#)  
[Defined Contribution Administrative Issues – Compliance Issues \(DC-2\)](#)  
[Defined Contribution Administrative Issues – Advanced Topics \(DC-3\)](#)  
[Administrative Issues of Defined Benefit Plans \(DB\)](#)

### **Item 3**                      **Disciplinary Information**

Kevin has no disciplinary history.

### **Item 4**                      **Other Business Activities**

- A. Investment-Related Activities
1. Kevin is not engaged in any other investment-related activities.
  2. Kevin does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.
- B. Non Investment-Related Activities
- Kevin is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.*

### **Item 5**                      **Additional Compensation**

Kevin does not receive any economic benefit from a non-advisory client for the provision of advisory services.

### **Item 6**                      **Supervision**

Kevin is a Partner of NestEggs, Inc. NestEggs, Inc. conducts weekly management meetings in which the firm's partners review and discuss business initiatives, current issues, policies, and procedures. The Partners collectively oversee the management of the firm and partner/officer activities. Advice is periodically monitored through scheduled Client Retirement Plan reviews.

The firm's Officers/Partners may be reached at 904-348-3131:

Robert Slimmon  
Kevin Cheezum  
Sarah Haner  
Blake Macklin

**Part 2B of Form ADV: *Brochure Supplement***

Blake A. Macklin



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Blake A. Macklin that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum (904) 348-3131 if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Blake A. Macklin is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2            Educational, Background and Business Experience**

**Full Legal Name:** Blake A. Macklin

**Born:** 1989

**Education:**

University of Florida; B.A., Finance; 2011

**Business Experience:**

- NestEggs, Inc.; Chief Financial Officer; Employed 11/2016 to Present
- National Auto Care; Finance Director; Employed 5/2011 to 10/2016

**Designations:**

Blake has earned the following designations and is in good standing with the granting authority:

- Certified Public Accountant (CPA); 2016  
Earning the CPA designation required successful completion of the following exams.
  - Auditing and Attestation (AUD)
  - Business Environment and Concepts (BEC)
  - Financial Accounting and Reporting (FAR)
  - Regulation (REG)
- Accredited Investment Fiduciary (AIF); 2019  
Earning the AIF designation required successful completion of the following exam(s).
  - AIF® Examination

## **Item 3            Disciplinary Information**

Blake has no reportable disciplinary history.

## **Item 4            Other Business Activities**

- A. Investment-Related Activities
1. Blake is not engaged in any other investment-related activities.
  2. Blake does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.
- B. Non Investment-Related Activities
- Blake is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.*

**Item 5**                      **Additional Compensation**

Blake Macklin does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**                      **Supervision**

Blake is a Partner of NestEggs, Inc. NestEggs, Inc. conducts weekly management meetings in which the firm's partners review and discuss business initiatives, current issues, policies, and procedures. The Partners collectively oversee the management of the firm and partner/officer activities. Advice is periodically monitored through scheduled Client Retirement Plan reviews.

The firm's Officers/Partners may be reached at 904-348-3131:

Robert Slimmon

Kevin Cheezum

Sarah Haner

Blake Macklin

**Part 2B of Form ADV: *Brochure Supplement***

Sarah S. Haner



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Sarah S. Haner that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum (904) 348-3131 if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Sarah S. Haner is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2**            **Educational, Background and Business Experience**

**Full Legal Name:** Sarah S. Haner

**Born:** 1974

**Education:**

University of Vermont; B.A., Sociology; 1996

**Business Experience:**

- NestEggs, Inc.; VP, Client Services; Employed 7/2008 to Present

**Item 3**            **Disciplinary Information**

Sarah has no reportable disciplinary history.

**Item 4**            **Other Business Activities**

A. Investment-Related Activities

1. Sarah is not engaged in any other investment-related activities.
2. Sarah does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

*Sarah is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of her time.*

**Item 5**            **Additional Compensation**

Sarah Haner does not receive any economic benefit from a non-advisory client or the provision of advisory services.

**Item 6**            **Supervision**

Sarah is a Partner of NestEggs, Inc. NestEggs, Inc. conducts weekly management meetings in which the firm's partners review and discuss business initiatives, current issues, policies, and procedures. The Partners collectively oversee the management of the firm and partner/officer activities. Advice is periodically monitored through scheduled Client Retirement Plan reviews.

The firm's Officers/Partners may be reached at 904-348-3131:

- Robert Slimmon
- Kevin Cheezum
- Sarah Haner
- Blake Macklin

**Part 2B of Form ADV: *Brochure Supplement***

Alexander Jenkins



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Alexander Jenkins that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Alexander Jenkins is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## **Item 2**      **Educational, Background and Business Experience**

**Full Legal Name:** Alexander Jenkins

**Born:** 1987

**Education:**

- University of Florida; BS, Food Resource Economics; 2011

**Business Experience:**

- NestEggs, Inc.; VP, Business Development; Employed 7/2018 to Present
- Zimmer Biomet; Senior Capital Device Representative; Employed 1/2013 to 7/2018

**Designation:**

Alexander has earned the following designation and is in good standing with the granting authority:

*Certified Plan Fiduciary Advisor (CPFA); NAPA; 2019*

Earning the NAPA CPFA designation required successful completion of the following exam:

[NAPA CPFA Examination](#)

## **Item 3**      **Disciplinary Information**

Alexander has no disciplinary history.

## **Item 4**      **Other Business Activities**

**A. Investment-Related Activities**

1. Alexander is not engaged in any other investment-related activities.
2. Alexander does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

**B. Non Investment-Related Activities**

*Alexander is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of her time.*

## **Item 5**      **Additional Compensation**

Alexander does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**      **Supervision**

**Supervisor:** Kevin B. Cheezum  
**Title:** Chief Compliance Officer  
**Phone Number:** 904-348-3131

Alexander is VP of Business Development and provides advice to clients with respect to making recommendations of any of the three NestEggs, Inc.'s Mutual Fund Model Asset Allocation Models. Alexander makes these recommendations based on the client's goals and objectives, but he does not make any custom allocation recommendations and therefore does not require supervision for this service. Kevin supervises Alexander on a weekly basis, and they work together on all existing and new client relationships.

**Part 2B of Form ADV: *Brochure Supplement***

Alison I Hollaway



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Alison I Hollaway that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Alison I Hollaway is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2**      **Educational, Background and Business Experience**

**Full Legal Name:** Alison I Hollaway

**Born:** 1951

**Education:**

ICI Secretarial Training College; 1970

**Business Experience:**

NestEggs, Inc.; Accounting Manager; Employed 4/2005 to Present

**Item 3**      **Disciplinary Information**

Alison has no disciplinary history.

**Item 4**      **Other Business Activities**

A. Investment-Related Activities

1. Alison is not engaged in any other investment-related activities.
2. Alison does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

*Alison is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of her time.*

**Item 5**      **Additional Compensation**

Alison does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**      **Supervision**

**Supervisor:** Blake Macklin

**Title:** Chief Financial Officer

**Phone Number:** 904-348-3131

Alison is an Accounting Manager and provides advice to clients with respect to making recommendations of any of the three NestEggs, Inc.'s Mutual Fund Model Asset Allocation Models. Alison makes these recommendations based on the client's goals and objectives, but she does not make any custom allocation recommendations and therefore does not require supervision for this service. Blake supervises Alison on a weekly basis, and they work together on all existing and new client relationships.

**Part 2B of Form ADV: Brochure Supplement**

Irene Adelman



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Irene Adelman that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Irene Adelman is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2**      **Educational, Background and Business Experience**

**Full Legal Name:** Irene Adelman

**Born:** 1974

**Education:**

- University of Hawaii at Manoa; MA, English; 2000
- Loyola Marymount University; BA, English; 1996

**Business Experience:**

- NestEggs, Inc.; Senior Plan Consultant; Employed 10/2006 to Present

**Designations:**

Irene has earned the following designations and is in good standing with the granting authority:

- Qualified 401k Administrator (QKA); ASPPA; 2010  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.
  - Retirement Plan Fundamentals Part 1 (RPF-1)
  - Retirement Plan Fundamentals Part 2 (RPF-2)
  - Defined Contribution Administrative Issues – Basic Concepts (DC-1)
  - Defined Contribution Administrative Issues – Compliance Issues (DC-2)
- Qualified Plan Administrator (QPA); ASPPA; 2012  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.
  - Defined Contribution Administrative Issues – Basic Concepts (DC-1)
  - Defined Contribution Administrative Issues – Compliance Issues (DC-2)
  - Defined Contribution Administrative Issues – Advanced Topics (DC-3)
  - Administrative Issues of Defined Benefit Plans (DB)

## **Item 3**      **Disciplinary Information**

Irene has no disciplinary history.

## **Item 4**      **Other Business Activities**

- A. Investment-Related Activities
1. Irene is not engaged in any other investment-related activities.
  2. Irene does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.
- B. Non Investment-Related Activities

*Irene is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of her time.*

**Item 5**      **Additional Compensation**

Irene does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**      **Supervision**

**Supervisor:** Kevin B. Cheezum  
**Title:** Chief Compliance Officer  
**Phone Number:** 904-348-3131

Irene is a Senior Plan Consultant and provides advice to clients with respect to making recommendations of any of the three NestEggs, Inc.'s Mutual Fund Model Asset Allocation Models. Irene makes these recommendations based on the client's goals and objectives, but she does not make any custom allocation recommendations and therefore does not require supervision for this service. Kevin supervises Irene on a weekly basis, and they work together on all existing and new client relationships.

**Part 2B of Form ADV: *Brochure Supplement***

Jason Robert Bak



NestEggs Retirement Plan Services, Inc.  
10407 Centurion Pkwy N, Suite 126  
Jacksonville, Florida 32256

July 2, 2021

This brochure supplement provides information about Jason Robert Bak that supplements the NestEggs, Inc. brochure. You should have received a copy of that brochure. Please contact Kevin B. Cheezum if you did not receive NestEggs, Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about Jason Robert Bak is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## **Item 2**                      **Educational, Background and Business Experience**

**Full Legal Name:** Jason Robert Bak

**Born:** 1979

**Education:**

- Baldwin-Wallace College; BA, Business Administration Finance; 2000

**Business Experience:**

NestEggs, Inc.; Consulting Director; Employed 6/2020 to Present

BlueStar Retirement Plan Services, Inc.; Senior Conversion Analyst; Employed 03/2017 to 06/2020

Newport Group; Supervisor, Operations; 11/2013 to 03/2017

**Designations:**

Jason has earned the following designations and is in good standing with the granting authority:

- Qualified 401k Administrator (QKA); ASPPA; 2002  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.  
[Retirement Plan Fundamentals Part 1 \(RPF-1\)](#)  
[Retirement Plan Fundamentals Part 2 \(RPF-2\)](#)  
[Defined Contribution Administrative Issues – Basic Concepts \(DC-1\)](#)  
[Defined Contribution Administrative Issues – Compliance Issues \(DC-2\)](#)
- Qualified Plan Administrator (QPA); ASPPA; 2004  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.  
[Defined Contribution Administrative Issues – Basic Concepts \(DC-1\)](#)  
[Defined Contribution Administrative Issues – Compliance Issues \(DC-2\)](#)  
[Defined Contribution Administrative Issues – Advanced Topics \(DC-3\)](#)  
[Administrative Issues of Defined Benefit Plans \(DB\)](#)
- Qualified 401(k) Consultant (QKC); ASPPA; 2021  
Earning the ASPPA QKA designation required successful completion of the following exams and 2 years of experience in Retirement Plan related matters.  
[Defined Contribution Administrative Issues – Basic Concepts \(DC-1\)](#)  
[Defined Contribution Administrative Issues – Compliance Issues \(DC-2\)](#)  
[Defined Contribution Administrative Issues – Advanced Topics \(DC-3\)](#)  
[Administrative Issues of Defined Benefit Plans \(DB\)](#)

In addition to successfully completing the above exams, Jason had to meet the following requirement:

Series 6, 7 or 65 license issued by the FINRA (formerly NASD) and two letters of reference demonstrating at least two years of retirement plan related experience.

**Item 3**                      **Disciplinary Information**

Jason has no disciplinary history.

**Item 4**                      **Other Business Activities**

A. Investment-Related Activities

1. Jason is not engaged in any other investment-related activities.
2. Jason does not receive commissions, bonuses or other compensation on the sale of securities or other investment products.

B. Non Investment-Related Activities

*Jason is not engaged in any other business or occupation that provides substantial compensation or involves a substantial amount of his time.*

**Item 5**                      **Additional Compensation**

Jason does not receive any economic benefit from a non-advisory client for the provision of advisory services.

**Item 6**                      **Supervision**

Jason is a Consulting Director of NestEggs, Inc. overseeing Operations. NestEggs, Inc. conducts weekly management meetings in which the firm's partners review and discuss business initiatives, current issues, policies, and procedures. The Partners collectively oversee the management of the firm and partner/officer activities. Advice is periodically monitored through scheduled Client Retirement Plan reviews.

The firm's Officers/Partners may be reached at 904-348-3131:

- Robert Slimmon
- Kevin Cheezum
- Sarah Haner
- Blake Macklin

June 30, 2020



## Form CRS Customer Relationship Summary

### Introduction

Nesteggs Retirement Plan Services, Inc. is registered with the Securities and Exchange Commission as an Investment Adviser. Brokerage and investment advisory services and fees differ and it is important for you to understand the differences. The SEC offers free and simple tools to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS) which also provides information tailored to educate retail investors about financial professionals.

### What investment services and advice can you provide me?

Our firm offers the below principal investment advisory services to retail investors, which we monitor continuously as part of our standard services:

- Portfolio Management Services
- Investment Recommendations

Portfolio Management Services include the provision of continuous advice to a client or investing the client's account based on his/her particular circumstances. Our firm provides investment discretion for Portfolio Management services. If you invest with us on a discretionary basis, we will buy and sell investments in your accounts without requiring your pre-approval on an ongoing basis until you notify us in writing to switch.

Investment Recommendations include supervision of a client's portfolio where our firm makes recommendations to the client as market factors and the client's needs dictate. Our firm offers Investment Recommendations on a non-discretionary basis, which means that you make the ultimate decision regarding the purchase or sale of investments.

Pre-existing advisory clients are subject to our firm's minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

**For additional information including minimum investment amounts, please see [nesteggs401k.com](https://www.nesteggs401k.com) or [adviserinfo.sec.gov/firm/summary/133507](https://adviserinfo.sec.gov/firm/summary/133507) for our Form ADV, 2A brochure (Items 4 and 7 of Part 2A).**

#### *Ask your financial professional:*

- *Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me?*
- *What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

### What fees will I pay?

Our fees can be assessed monthly and are disclosed in our Form ADV Part 1A, Item 5.E. and more fully described in our Form ADV Part 2A, Items 5.A., B., C., and D. Some fees create a conflict of interest described below and in more detail in our Firm's Part 2A.

- If our firm charges you asset based fees, more assets in the account will cause you to pay more in fees and therefore we may have an incentive to encourage you to increase the amount of money invested in those accounts.
- If our firm charges hourly fees, our firm has an incentive to recommend specific courses of action through the firm's services that may lead to representatives and/or the firm receiving additional compensation.

Examples of the most common fees and costs applicable to you which are charged by third parties include custodian fees, account maintenance fees, fees related to mutual funds, and other transactional fees such as distribution fees for in-kind transfers out of your account. Our firm does not receive any portion of these fees.

#### **Additional Information:**

**You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.**

June 30, 2020

For more detailed information about our fees and costs please review our Form ADV, Part 2A brochure (specifically Items 5.A., B., C. and D.) which can be found at [nesteggs401k.com](http://nesteggs401k.com) or [adviserinfo.sec.gov/firm/summary/133507](http://adviserinfo.sec.gov/firm/summary/133507).

***Ask your financial professional:***

*– Help me understand how these fees and costs might affect my investments. If I give you \$120,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when providing recommendations when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are examples to help you understand what this means.

- The more assets there are in your investment account(s), the more fees you will pay, and we have an incentive to encourage you to increase the assets in your account(s). For example, recommending rollovers from retirement plan assets such as 401K accounts to an Individual Retirement Account (IRA) that we advise can increase the amount of advisory fees you will pay.
- Arrangements with custodians of your assets also present a conflict of interest due to services that are beneficial to us when we recommend you use them to maintain custody of your financial assets.

***Ask your financial professional:***

*– How might your conflicts of interest affect me, and how will you address them?*

**Additional information:**

For more detailed information about our fees and costs please review our Form ADV, Part 2A brochure, Items 5.A., B., C. and D.) which can be found at [nesteggs401k.com](http://nesteggs401k.com) or [adviserinfo.sec.gov/firm/summary/133507](http://adviserinfo.sec.gov/firm/summary/133507).

**How do your financial professionals make money?**

We pay our financial professionals cash in the form of a base salary, however their compensation is not derived based on the amount of client assets they manage.

The advisory fees you pay to our firm is based on the amount of assets we service, and therefore our firm earns higher compensation for investing more of your money which creates an incentive for our firm to increase the amount of assets in your account(s) therefore causing you to pay more in fees to our firm.

**Do you or your financial professionals have any legal or disciplinary history?**

Our firm has no disciplinary history. Visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research our firm and our financial professionals.

***Ask your financial professional:***

*– As a financial professional, do you have any disciplinary history? For what type of conduct?*

**Additional Information**

You can find additional information about our services and request a copy of the relationship summary by visiting [nesteggs401k.com](http://nesteggs401k.com), emailing at [Kevin@NestEggs401K.com](mailto:Kevin@NestEggs401K.com) or calling us at (904) 348-3131.

***Ask your financial professional:***

*– Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*