

**MANNING & NAPIER FUND, INC.
COVERDELL EDUCATION SAVINGS ACCOUNT (ESA)
APPLICATION & ADOPTION AGREEMENT**



MANNING & NAPIER FUND, INC.

P.O. Box 534449

Pittsburgh, PA 15253-4449

1-800-466-3863

I. RESPONSIBLE INDIVIDUAL – Please Print

(Parent or legal guardian of the Designated Beneficiary. Only one Responsible Individual is allowed on the account at any given time.)

Prefix First Name M.I. Last Name Suffix If Married, Maiden Name

() () ()

Daytime Telephone Evening Telephone Cell Phone

Street Address (required)

City State Zip

Social Security Number Date of Birth

Mailing/PO Box Address or Previous Address if you have moved within the last 3 months

City State Zip

II. DESIGNATED BENEFICIARY*

First Name M.I. Last Name Suffix

Street Address (required)

City State Zip

Social Security Number Date of Birth

III. CONTRIBUTOR (Individual establishing the account if different than Responsible Individual)

First Name M.I. Last Name Suffix

Street Address

City State Zip

Social Security Number Date of Birth

*Under the terms of the Coverdell ESA Custodial Agreement, the Responsible Individual remains the Responsible Individual when the Designated Beneficiary attains the age of majority (see Article V of the Coverdell ESA Custodial Agreement), and the Responsible Individual may designate an eligible Family Member of the original Designated Beneficiary as the new Designated Beneficiary (see Article VI and Article X, Section L. of the Coverdell ESA Custodial Agreement).

IV. DESIGNATED DEATH BENEFICIARY

I, the Contributor, designate the following family member of the Designated Beneficiary (must be under age 30 upon the death of the Designated Beneficiary) to receive any benefits to which the Designated Death Beneficiary may be entitled in the event of the death of the Designated Beneficiary. If the Designated Death Beneficiary predeceases the Designated Beneficiary or the Designated Death Beneficiary attains age 30 before the Designated Beneficiary's death, all assets will be paid to the estate of the Designated Beneficiary.

First Name M.I. Last Name Relationship to Designated Beneficiary

Street Address

City State Zip

Social Security Number Date of Birth

V. SELECT YOUR INVESTMENT

Please select the Series and enter the amount or percentage (percentages must equal 100%) of investment for each Series. The minimum initial investment is \$2,000 per Series, unless otherwise indicated. The minimum is waived if you sign up for the Automatic Investment Plan in Section XV.

SERIES	SHARE CLASS						PERCENTAGE OR AMOUNT
	A	S ⁽²⁾	I ⁽¹⁾	R ⁽²⁾	L ⁽²⁾	Z ⁽¹⁾	
Lifestyle Mutual Funds							
Pro-Blend Conservative Term		<input type="checkbox"/> 104	<input type="checkbox"/> 204	<input type="checkbox"/> 504	<input type="checkbox"/> 304		____% \$ _____
Pro-Blend Moderate Term		<input type="checkbox"/> 101	<input type="checkbox"/> 201	<input type="checkbox"/> 501	<input type="checkbox"/> 301		____% \$ _____
Pro-Blend Extended Term		<input type="checkbox"/> 102	<input type="checkbox"/> 202	<input type="checkbox"/> 502	<input type="checkbox"/> 302		____% \$ _____
Pro-Blend Maximum Term		<input type="checkbox"/> 105	<input type="checkbox"/> 205	<input type="checkbox"/> 505	<input type="checkbox"/> 305		____% \$ _____
Stock Mutual Funds							
Disciplined Value		<input type="checkbox"/> 226				<input type="checkbox"/> 1126	____% \$ _____
Equity ⁽²⁾		<input type="checkbox"/> 122					____% \$ _____
Real Estate		<input type="checkbox"/> 127				<input type="checkbox"/> 1127	____% \$ _____
Callodine Equity Income		<input type="checkbox"/> 145				<input type="checkbox"/> 1145	____% \$ _____
Foreign Mutual Funds							
Overseas		<input type="checkbox"/> 221				<input type="checkbox"/> 1121	____% \$ _____
Rainier International Discovery		<input type="checkbox"/> 265				<input type="checkbox"/> 1165	____% \$ _____
Taxable Bond Mutual Funds							
Core Bond		<input type="checkbox"/> 123				<input type="checkbox"/> 1123	____% \$ _____
High Yield Bond		<input type="checkbox"/> 128				<input type="checkbox"/> 1128	____% \$ _____
Unconstrained Bond		<input type="checkbox"/> 124	<input type="checkbox"/> 224				____% \$ _____
Tax Exempt Mutual Funds							
Diversified Tax Exempt		<input type="checkbox"/> 109					____% \$ _____

1 For Institutional clients only. The minimum initial investment on I and Z shares is \$1,000,000.

2 These classes carry distribution (12b-1) and servicing fees, except for the Equity Series (Fund 122). Please see, "Choosing a Share Class" in the Series' prospectus.

VI. FUNDING OPTIONS

CONTRIBUTION FOR TAX YEAR: _____ Amount: \$ _____ Check is enclosed Check to follow
(Contribution must be for a Designated Beneficiary who is under age 18, or for a special needs Designated Beneficiary regardless of age.)

ROLLOVER – **(Complete the Rollover Certification Form)** Approximate amount of rollover: \$ _____
This contribution is a Rollover Coverdell ESA, which has been completed within 60 days of receipt of the funds. These funds are from a Coverdell ESA established for the benefit of either the Designated Beneficiary named in this application, or a Family Member of the Designated Beneficiary, as described in Internal Revenue Code Section 529(e)(2), who is under age 30. A completed "Certification of Rollover Assets" form must be attached.

TRANSFER – **(Complete the Transfer of Assets Form)** Approximate amount of rollover: \$ _____
The initial contribution to this account is a Transfer of Assets from a Coverdell ESA established for the benefit of the Designated Beneficiary named in this application or an eligible family member for which you are listed as the Responsible Individual authorized to act on the account. A completed "Transfer of Assets Form" providing your investment allocations must be attached.

VII. TRUSTED CONTACT PERSON

By choosing to provide information about a trusted contact person, you authorize the Fund's Distributor and its affiliates to contact the person(s) listed below and disclose information about your account to that person in the following circumstances: to address possible financial exploitation, to confirm your current contact information, health status, or identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults).

*Note: A trusted contact person must be 18 years or older. Naming a person below does not authorize the individual to transact business on your behalf or make changes to your account.

1.

Name – First, Middle, Last Name		Relationship to Owner	
Address	City	State	Zip
()	()	()	()
Daytime Telephone	Evening Telephone	Cell Phone	
Email Address			

2.

Name – First, Middle, Last Name		Relationship to Owner	
Address	City	State	Zip
()	()	()	()
Daytime Telephone	Evening Telephone	Cell Phone	
Email Address			

VIII. ACCOUNT ACCESS AUTHORIZATION

If you would like to authorize an individual(s) to be able to receive information on your account, please indicate their name(s) below. With your authorization, we will be able to provide information such as account balances, transaction information, and copies of statements and tax reports.

*Note: Naming an individual below does not authorize the individual to transact on your behalf or make changes to your account.

<u>Authorized Individual(s):</u>	<u>Relationship to you:</u>
1. _____	_____
2. _____	_____

IX. TELEPHONE REDEMPTION PRIVILEGES

Telephone redemption privileges are permitted for qualified and some non-qualified distributions. Certain restrictions apply. Non-qualified distributions including return of excess contributions, trustee to trustee transfers and disability distributions must be requested in writing.

No, I do not want the ability to redeem Coverdell ESA shares by telephone on this account.

X. ELECTRONIC DELIVERY (eDelivery)

Please choose which documents you would like to receive online and provide your email address below. If you do not make a selection, we will send fund documents to you by U.S. mail.

I consent to delivery of the selected documents by email (eDelivery). I understand that when a new document is available, Manning & Napier Fund, Inc. will send me an email notifying me where these documents can be viewed and printed. This consent is effective immediately and will remain in effect until I revoke it. I may revoke my consent or request paper copies of any documents Manning & Napier Fund, Inc. is required to deliver to me at any time for no additional charge. I will notify Manning & Napier Fund, Inc. promptly of any change to my email address. I understand that if Manning & Napier Fund, Inc. cannot obtain a valid email address, documents may be delivered to me by US mail. I have Internet access and an email address to receive documents electronically (plus a printer or other device to print or save documents I may wish to retain). eDelivery is free, but Internet access and telephone charges may apply.

Email Address (Please print clearly): _____

I would like to receive the following documents via eDelivery: All available documents **(or)** select from the documents below:

- Prospectuses/Supplements Annual and Semi-Annual Reports Tax Forms
 Quarterly Statements* Transaction Confirmation Statements*

*Note: eDelivery of statements is not available on all types of mutual fund accounts. If you own your Manning & Napier Fund, Inc. shares through a financial institution, or for certain retirement plans, eDelivery of statements may not be available to you.

XI. HOUSEHOLDING

By signing this application, you consent to Manning & Napier Fund, Inc. mailing one copy of shareholder documents including prospectuses, supplements, announcements and annual / semi-annual reports to multiple shareholders who share the same address. This service reduces environmental waste, the volume of mail you receive from us and provides cost benefits to shareholders through reduced printing and mailing expenses. If you do not wish to participate in this service, please check the box below.

No, I do not wish to participate in householding.

XII. DUPLICATE STATEMENTS

Send duplicate statements to:

1.

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

2.

Name _____ Company _____

Address _____ City _____ State _____ Zip _____

XIII. DEALER OR ADVISOR DESIGNATION – If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.

Firm Name _____ Firm Number _____

Representative's Name _____ Rep. Number _____

(_____)

Telephone Number _____ Branch Number _____

Branch Address _____

If applicable, please provide the name of the Manning & Napier Representative working with you: _____

XIV. BANKING INFORMATION

By providing us with your bank information, we will be able to send your assets to and from your bank account upon your request. The owner of the bank account should match the owner of this account. Please provide your bank information below and attach a voided check. **If bank instructions are not provided at this time, you will be required to provide a notarized Account Maintenance form to add bank instructions to your account at a later time. In lieu of a notary stamp, a voided check may be accepted.** Please allow up to 15 business days for your banking information to be verified.

Your Bank's WIRE Instructions:

Bank Name: _____

WIRE Routing/ABA #: _____

Account Name to Reference: _____

Account # (for wires): _____

Bank Address (city, state): _____

Reference Information: _____
(usually account number or account name at bank)**Your Bank's ACH Instructions:**

Bank Name: _____

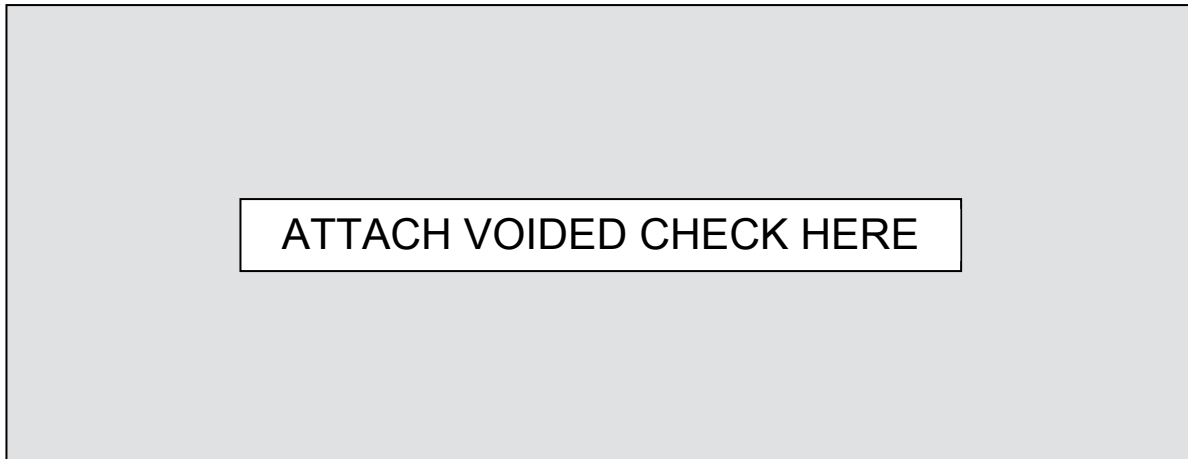
ACH Routing/ABA #: _____

Account # at Bank: _____

Name on Bank Account: _____

Bank Telephone Number: _____

***Important:** Your bank must be a member of the Automated your Clearing House (ACH) and Federal Reserve in order for you to use the Electronic Funds Transfer services. Please attach a voided check.



XV. AUTOMATIC INVESTMENT PLAN

- The initial investment is reduced to \$25 in each fund if an automatic investment plan is established.
- The minimum subsequent investment is \$25 in each fund.
- All contributions invested using the Automatic Investment Plan will be current year contributions.
- We will establish your banking instructions using the voided check attached in the space provided above.

I would like to automatically invest from my bank account to my IRA account on the following basis. If you do not indicate a frequency, then we will default to monthly. Monthly Quarterly Semi-Annually Annually

My contribution to the funds marked below will take place on the _____ (i.e. 15th) of the month, beginning in the month of _____ (i.e. April). I understand that if I do not indicate a date of the month, the purchase will default to the 15th of the month. If the date I select falls on a weekend or a holiday, I understand that my investment will be processed the next business day. My first draft may be delayed to the next month if the begin date coincides with the verification of my banking information. Please allow up to 15 business days for banking information to be verified.

Name of Fund Series and purchase amount:

Fund Name: _____ Purchase Amount: \$ _____ (\$25 minimum per Fund Series)

Fund Name: _____ Purchase Amount: \$ _____ (\$25 minimum per Fund Series)

All dividends and capital gains will be reinvested.

XVI. TERMS AND CONDITIONS

I hereby establish this Coverdell ESA Account for the benefit of the named Designated Beneficiary under the terms and conditions contained in this Coverdell ESA Adoption Agreement and the Coverdell ESA Custodial Agreement (which constitutes a binding agreement). I agree that the Coverdell ESA Account becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement.

I agree that the Custodian may amend (add to, delete from or revise) any term of the Coverdell ESA Custodial Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the Coverdell ESA Account to another custodian.

Each contribution to the Coverdell ESA Account will be invested in accordance with the written instructions provided with respect to that contribution. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects to treat the contribution as a rollover contribution.

I acknowledge receiving and reading the following: (1) the Coverdell ESA Adoption Agreement; the Coverdell ESA Custodial Agreement; (iii) the Coverdell ESA Summary Disclosure; and (iv) the Privacy Policy of the Custodian. I also acknowledge receiving and reading the current prospectus for each Mutual Fund that is an Eligible Investment that I have designated for investment.

Custodial Fees: The annual maintenance fee is currently waived. The Custodial Fee may be paid by the Contributor or Responsible Individual at account opening or subsequently with respect to any calendar year. If the Custodial Fee is not paid at account opening or if it is not paid by the date in a given calendar year that the Custodian sets for collection of the Custodial Fee, the Custodian is authorized to deduct the Custodial Fee from the Coverdell ESA Account when it is due, or, if earlier in a given calendar year, the date the Coverdell ESA Account is closed. The Custodian reserves the right to change the Custodial Fee, but will give at least 30 days written notice to the Responsible Individual. The Custodian will keep records, identify and file returns and provide other information concerning the Coverdell ESA Account as required of custodians by any applicable provisions of the Code and IRS regulations.

Telephone Redemptions: If I elected to have the ability to redeem Investments via telephone, I understand that the telephone redemption privilege will apply to my Custodial ESA Account. If I have telephone redemption privileges, I agree that neither the Custodian, the Sponsor, nor their transfer agent, their agents, officers, trustees, directors or employees will be liable for any loss, liability or expense for acting, or refusing to act on instructions given under the telephone redemption privileges that are reasonably believed to be genuine and I accept the risk of loss.

Involuntary Liquidations and Distributions: I have read Article X, Section J. of the Coverdell ESA Custodial Agreement. I acknowledge that certain circumstances beyond the control of the Custodian may occur, which result in a liquidation of Mutual Funds that are Eligible Investment in which the Coverdell ESA Account is invested, or which result in the liquidation of Investments of the Coverdell ESA Account. I acknowledge that at Article X, Section J. of the Coverdell ESA Custodial Agreement, I have authorized the Custodian, following such occurrences, to act in its discretion with regard to the disposition of the liquidation proceeds if it does not receive clear instructions regarding the placement of the liquidation proceeds that it can practicably carry out, including distributing the liquidation proceeds to the Designated Beneficiary.

Certification If Designated Death Beneficiary Has Been Named: If I have named a Designated Death Beneficiary, the information I furnished in connection with that designation, including in particular but without limitation the Social Security Number, the date of birth and the relationship of the individual to the Designated Beneficiary, is true, correct and complete.

TIN Certification By Contributor and Responsible Individual: I certify under penalties of perjury that the Designated Beneficiary is a U.S. person (including a US resident alien) and that the Social Security Numbers filled in on this Coverdell ESA Adoption Agreement for myself, the Responsible Individual and the Designated Beneficiary are true, correct and complete and that these numbers are the Taxpayer Identification Numbers of the respective individuals. (*Foreign persons must use the appropriate Form W-8.*)

Custodian's Customer Identification Program Statement: To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions (such as the Custodian) to obtain, verify, and record information that identifies persons opening accounts. To comply, the Custodian requires the name, address, date of birth and government-issued identification number (generally, a Social Security Number) of the Contributor and the Responsible Individual and other information that may help the Custodian to identify the Contributor and the Responsible Individual. The Custodian may ask for copies of related documentation and the Custodian may consult third-party databases to help verify the identity of the Contributor and the Responsible Individual.

MANNING & NAPIER FUND, INC. TERMS AND CONDITIONS

I certify, to the best of my knowledge, that the information contained in this document is complete and correct.

I certify that I have received and read the current prospectus of the Manning & Napier Fund Series in which I am investing. I agree to read the prospectus for any Manning & Napier Fund Series into which I may request an exchange in the future. I understand that the terms, representations, and conditions in this application and the prospectus, as amended from time to time will apply to this account and any account established at a later date.

I authorize the Fund and its agents to act upon instructions (by phone, in writing, or by other means) believed to be genuine and in accordance with procedures described in the prospectus for this account or any account into which exchanges are made. I agree that neither the Fund nor the transfer agent will be liable for any loss, cost or expense for acting on such instructions, provided the Fund employs reasonable procedures to confirm that instructions communicated are genuine.

I authorize the Fund and its agents to issue credits to and make debits from the bank account set forth on this application. I agree that Manning & Napier Fund and its agents and affiliates shall be fully protected in honoring any such transaction request. I also agree that Manning & Napier Fund may make additional attempts to debit/credit my account if the initial attempt fails and that I will be liable for any associated costs. I agree that if I submit bank information that is for a bank that does not participate in the Automated Clearing House (ACH) or provide information for a non-bank account, Manning & Napier will price my purchases at the net asset value next determined after it receives good funds.

If a Representative is listed on this account application, I acknowledge and agree that the Representative will have the ability to affect maintenances in my account on my behalf, including by telephone, except for transactions including purchases, withdrawals and exchanges. If I am no longer utilizing the services of this Agent, I understand that I must contact the Fund in order for the Agent to be removed from the account. I understand that the share class I am invested in may be exchanged for the most suitable and least expensive share class available to me.

I understand that Manning & Napier is authorized in its sole discretion to record any telephone or other communications relating in any way to the account.

I understand that the Manning & Napier Fund, Inc. Series are not being offered or provided on behalf of the federal government, and the offer is not sanctioned, recommended, or encouraged by the federal government.

If in our opinion the information does not provide for adequate identity verification, we reserve the right to reject the establishment of your account. Your information will not be shared except as permitted or required by law and the Fund's privacy policy.

X

Contributor's Signature

Date

X

Responsible Individual's Signature

Date

If you are attaching an investment check, please make your check payable to: **Manning & Napier Fund, Inc.**

Mail the completed application to: **Standard Mail**
Manning & Napier Fund, Inc.
P.O. Box 534449
Pittsburgh, PA 15253-4449

Overnight Mail
Manning & Napier Fund, Inc.
Attention: 534449
500 Ross Street, 154-0520
Pittsburgh, PA 15262

Custodian: BNY Mellon Investment Servicing Trust Company, Attention: 534449, 500 Ross Street, 154-0520, Pittsburgh, PA 15262.
Manning & Napier Investor Services, Inc. is the distributor of the shares of the Manning & Napier Fund, Inc.